



Appendix A: Urban Water Management Planning Act

Appendix A. California Water Code – Urban Water Management Planning

This material is for informational purposes only and not to be used in place of official California Water Code (Water Code).

This document presents updated sections of Water Code as of January 1, 2020, as compiled by DWR staff. The selection focuses on the portions of code directly relevant to preparation of the urban water management plan and contextually relevant to urban water suppliers and the Department of Water Resources (DWR). This includes the Urban Water Management Planning Act and the Sustainable Water Use and Demand Reduction (SB X7-7), and more. Further legislative information is available on the California Legislative Information website at

<https://leginfo.legislature.ca.gov/>.

The following Water Code sections are included in this appendix.

- **Sustainable Water Use and Demand Reduction (SB X7-7)
Water Code Division 6, Part 2.55**
 - **Chapter 1. General Declarations and Policy**, Sections 10608 – 10608.8
 - **Chapter 2. Definitions**, Section 10608.12
 - **Chapter 3. Urban Retail Water Suppliers**, Sections 10608.16 – 10608.44
 - **Chapter 4. Agricultural Water Suppliers**, Section 10608.48
 - **Chapter 5. Sustainable Water Management**, Section 10608.50
 - **Chapter 6. Standardized Data Collection**, Section 10608.52
 - **Chapter 7. Funding Provisions**, Sections 10608.56 – 10608.60
 - **Chapter 8. Quantifying Agricultural Water Use Efficiency**, Section 10608.64

- **Urban Water Management Planning Act
Water Code Division 6, Part 2.6**

- **Chapter 1. General Declaration and Policy**, Sections 10610 – 10610.4
- **Chapter 2. Definitions**, Sections 10611 – 10618
- **Chapter 3. Urban Water Management Plans**
 - Article 1. General Provisions, Sections 10620 – 10621
 - Article 2. Contents of Plans, Sections 10630 – 10634
 - Article 2.5. Water Service Reliability, Section 10635
 - Article 3. Adoption and Implementation of Plans, Sections 10640 – 10645
- **Chapter 4. Miscellaneous Provisions**, Sections 10650 – 10657

**PART 2.55. SUSTAINABLE WATER USE AND DEMAND REDUCTION
CHAPTER 1. General Declaration and Policy [10608 – 10608.8]**

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

- (a) Water is a public resource that the California Constitution protects against waste and unreasonable use.
- (b) Growing population, climate change, and the need to protect and grow California’s economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.
- (c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.
- (d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.
- (e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.
- (f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time,

providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.

- (g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.
- (h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.
- (i) Per capita water use is a valid measure of a water provider's efforts to reduce urban water use within its service area. However, per capita water use is less useful for measuring relative water use efficiency between different water providers. Differences in weather, historical patterns of urban and suburban development, and density of housing in a particular location need to be considered when assessing per capita water use as a measure of efficiency.

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

- (a) Require all water suppliers to increase the efficiency of use of this essential resource.
- (b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.
- (c) Measure increased efficiency of urban water use on a per capita basis.
- (d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20-percent reduction.
- (e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.
- (f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.

- (g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.
- (h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.
- (i) Require implementation of specified efficient water management practices for agricultural water suppliers.
- (j) Support the economic productivity of California's agricultural, commercial, and industrial sectors.
- (k) Advance regional water resources management.

10608.8. (a) (1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.

- (2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision (b) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to January 1, 2021. Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.
 - (3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.
- (b) This part does not limit or otherwise affect the application of Chapter 3.5 (commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.
 - (c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population

growth may have greater effects on water use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.

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

CHAPTER 2. Definitions [10608.12]

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

- (a) "Agricultural water supplier" means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. "Agricultural water supplier" includes a supplier or contractor for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. "Agricultural water supplier" does not include the department.
- (b) "Base daily per capita water use" means any of the following:
 - (1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.
 - (2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the

calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

- (3) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.
- (c) "Baseline commercial, industrial, and institutional water use" means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.
- (d) "CII water use" means water used by commercial water users, industrial water users, institutional water users, and large landscape water users.
- (e) "Commercial water user" means a water user that provides or distributes a product or service.
- (f) "Compliance daily per capita water use" means the gross water use during the final year of the reporting period, reported in gallons per capita per day.
- (g) "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.
- (h) "Gross water use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:
- (1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.
 - (2) The net volume of water that the urban retail water supplier places into long-term storage.
 - (3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.
 - (4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.
- (i) "Industrial water user" means a water user that is primarily a

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

- (j) “Institutional water user” means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.
- (k) “Interim urban water use target” means the midpoint between the urban retail water supplier’s base daily per capita water use and the urban retail water supplier’s urban water use target for 2020.
- (l) “Large landscape” means a nonresidential landscape as described in the performance measures for CII water use adopted pursuant to Section 10609.10.
- (m) “Locally cost effective” means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater than or equal to the present value of the local cost of implementing that measure.
- (n) “Performance measures” means actions to be taken by urban retail water suppliers that will result in increased water use efficiency by CII water users. Performance measures may include, but are not limited to, educating CII water users on best management practices, conducting water use audits, and preparing water management plans. Performance measures do not include process water.
- (o) “Potable reuse” means direct potable reuse, indirect potable reuse for groundwater recharge, and reservoir water augmentation as those terms are defined in Section 13561.
- (p) “Process water” means water used by industrial water users for producing a product or product content or water used for research and development. Process water includes, but is not limited to, continuous manufacturing processes, and water used for testing, cleaning, and maintaining equipment. Water used to cool machinery or buildings used in the manufacturing process or necessary to maintain product quality or chemical characteristics for product manufacturing or control rooms, data centers, laboratories, clean rooms, and other industrial facility units that

are integral to the manufacturing or research and development process is process water. Water used in the manufacturing process that is necessary for complying with local, state, and federal health and safety laws, and is not incidental water, is process water. Process water does not mean incidental water uses.

- (q) "Recycled water" means recycled water, as defined in subdivision (n) of Section 13050.
- (r) "Regional water resources management" means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:
 - (1) The capture and reuse of stormwater or rainwater.
 - (2) The use of recycled water.
 - (3) The desalination of brackish groundwater.
 - (4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.
- (s) "Reporting period" means the years for which an urban retail water supplier reports compliance with the urban water use targets.
- (t) "Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.
- (u) "Urban water use objective" means an estimate of aggregate efficient water use for the previous year based on adopted water use efficiency standards and local service area characteristics for that year, as described in Section 10609.20.
- (v) "Urban water use target" means the urban retail water supplier's targeted future daily per capita water use.
- (w) "Urban wholesale water supplier" means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

CHAPTER 3. Urban Retail Water Suppliers [10608.16 – 10608.44]

10608.16. (a) The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020.

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

10608.20. (a) (1) Each urban retail water supplier shall develop urban water use targets and an interim urban water use target by July 1, 2011. Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28, and may determine the targets on a fiscal year or calendar year basis.

- (2) It is the intent of the Legislature that the urban water use targets described in paragraph (1) cumulatively result in a 20-percent reduction from the baseline daily per capita water use by December 31, 2020.

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

- (1) Eighty percent of the urban retail water supplier's baseline per capita daily water use.
- (2) The per capita daily water use that is estimated using the sum of the following performance standards:
 - (A) For indoor residential water use, 55 gallons per capita daily water use as a provisional standard. Upon completion of the department's 2017 report to the Legislature pursuant to Section 10608.42, this standard may be adjusted by the Legislature by statute.
 - (B) For landscape irrigated through dedicated or residential meters or connections, water efficiency equivalent to the standards of the Model Water Efficient Landscape Ordinance set forth in Chapter 2.7 (commencing with Section 490) of Division 2 of Title 23 of the California Code of Regulations, as in effect the later of the year of the landscape's installation or 1992. An urban retail

water supplier using the approach specified in this subparagraph shall use satellite imagery, site visits, or other best available technology to develop an accurate estimate of landscaped areas.

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

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

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

(A) Consider climatic differences within the state.

(B) Consider population density differences within the state.

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

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

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

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

(c) If the department adopts a regulation pursuant to paragraph (4) of

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

- (d) The department shall update the method described in paragraph (4) of subdivision (b) and report to the Legislature by December 31, 2014. An urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may adopt a new urban daily per capita water use target pursuant to this updated method.
- (e) An urban retail water supplier shall include in its urban water management plan due in 2010 pursuant to Part 2.6 (commencing with Section 10610) the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.
- (f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.
- (g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).
- (h) (1) The department, through a public process and in consultation with the California Urban Water Conservation Council, shall develop technical methodologies and criteria for the consistent implementation of this part, including, but not limited to, both of the following:
 - (A) Methodologies for calculating base daily per capita water use, baseline commercial, industrial, and institutional water use, compliance daily per capita water use, gross water use, service area population, indoor residential water use, and landscaped area water use.

- (B) Criteria for adjustments pursuant to subdivisions (d) and (e) of Section 10608.24.
- (2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its internet website, and make written copies available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.
- (i) (1) The department shall adopt regulations for implementation of the provisions relating to process water in accordance with Section 10608.12, subdivision (e) of Section 10608.24, and subdivision (d) of Section 10608.26.
- (2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.
- (j) (1) An urban retail water supplier is granted an extension to July 1, 2011, for adoption of an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) due in 2010 to allow the use of technical methodologies developed by the department pursuant to paragraph (4) of subdivision (b) and subdivision (h). An urban retail water supplier that adopts an urban water management plan due in 2010 that does not use the methodologies developed by the department pursuant to subdivision (h) shall amend the plan by July 1, 2011, to comply with this part.
- (2) An urban wholesale water supplier whose urban water management plan prepared pursuant to Part 2.6 (commencing with Section 10610) was due and not submitted in 2010 is granted an extension to July 1, 2011, to permit coordination between an urban wholesale water

supplier and urban retail water suppliers.

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

10608.24. (a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.

- (b) Each urban retail water supplier shall meet its urban water use target by December 31, 2020.
- (c) An urban retail water supplier's compliance daily per capita water use shall be the measure of progress toward achievement of its urban water use target.
- (d) (1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:
 - (A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.
 - (B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.
 - (C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.
- (2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.
- (e) When developing the urban water use target pursuant to Section 10608.20, an urban retail water supplier that has a substantial

percentage of industrial water use in its service area may exclude process water from the calculation of gross water use to avoid a disproportionate burden on another customer sector.

- (f) (1) An urban retail water supplier that includes agricultural water use in an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) may include the agricultural water use in determining gross water use. An urban retail water supplier that includes agricultural water use in determining gross water use and develops its urban water use target pursuant to paragraph (2) of subdivision (b) of Section 10608.20 shall use a water efficient standard for agricultural irrigation of 100 percent of reference evapotranspiration multiplied by the crop coefficient for irrigated acres.
- (2) An urban retail water supplier, that is also an agricultural water supplier, is not subject to the requirements of Chapter 4 (commencing with Section 10608.48), if the agricultural water use is incorporated into its urban water use target pursuant to paragraph (1).

10608.26. (a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

- (1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.
 - (2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.
 - (3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.
- (b) In complying with this part, an urban retail water supplier may meet its urban water use target through efficiency improvements in any combination among its customer sectors. An urban retail water supplier shall avoid placing a disproportionate burden on any customer sector.
- (c) For an urban retail water supplier that supplies water to a United States Department of Defense military installation, the urban retail water supplier's implementation plan for complying with this part shall consider the conservation of that military installation under

federal Executive Order 13514.

- (d) (1) Any ordinance or resolution adopted by an urban retail water supplier after the effective date of this section shall not require existing customers as of the effective date of this section, to undertake changes in product formulation, operations, or equipment that would reduce process water use, but may provide technical assistance and financial incentives to those customers to implement efficiency measures for process water. This section shall not limit an ordinance or resolution adopted pursuant to a declaration of drought emergency by an urban retail water supplier.
- (2) This part shall not be construed or enforced so as to interfere with the requirements of Chapter 4 (commencing with Section 113980) to Chapter 13 (commencing with Section 114380), inclusive, of Part 7 of Division 104 of the Health and Safety Code, or any requirement or standard for the protection of public health, public safety, or worker safety established by federal, state, or local government or recommended by recognized standard setting organizations or trade associations.

10608.28. (a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:

- (1) Through an urban wholesale water supplier.
- (2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).
- (3) Through a regional water management group as defined in Section 10537.
- (4) By an integrated regional water management funding area.
- (5) By hydrologic region.
- (6) Through other appropriate geographic scales for which computation methods have been developed by the

department.

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

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

10608.34. (a) (1) On or before January 1, 2017, the department shall adopt rules for all of the following:

- (A) The conduct of standardized water loss audits by urban retail water suppliers in accordance with the method adopted by the American Water Works Association in the third edition of Water Audits and Loss Control Programs, Manual M36 and in the Free Water Audit Software, version 5.0.
- (B) The process for validating a water loss audit report prior to submitting the report to the department. For the purposes of this section, “validating” is a process whereby an urban retail water supplier uses a technical expert to confirm the basis of all data entries in the urban retail water supplier’s water loss audit report and to appropriately characterize the quality of the reported data. The validation process shall follow the principles and terminology laid out by the American Water Works Association in the third edition of Water Audits and Loss Control Programs, Manual M36 and in the Free Water Audit Software, version 5.0. A validated water loss audit report shall include the name and technical qualifications of the person engaged for validation.
- (C) The technical qualifications required of a person to

- engage in validation, as described in subparagraph (B).
 - (D) The certification requirements for a person selected by an urban retail water supplier to provide validation of its own water loss audit report.
 - (E) The method of submitting a water loss audit report to the department.
- (2) The department shall update rules adopted pursuant to paragraph (1) no later than six months after the release of subsequent editions of the American Water Works Association's Water Audits and Loss Control Programs, Manual M36. Except as provided by the department, until the department adopts updated rules pursuant to this paragraph, an urban retail water supplier may rely upon a subsequent edition of the American Water Works Association's Water Audits and Loss Control Programs, Manual M36 or the Free Water Audit Software.
- (b) (1) On or before October 1 of each year until October 1, 2023, each urban retail water supplier reporting on a calendar year basis shall submit a completed and validated water loss audit report for the previous calendar year or the previous fiscal year as prescribed by the department pursuant to subdivision (a).
- (2) On or before January 1 of each year until January 1, 2024, each urban retail water supplier reporting on a fiscal year basis shall submit a completed and validated water loss audit report for the previous fiscal year as prescribed by the department pursuant to subdivision (a).
- (3) On or before January 1, 2024, and on or before January 1 of each year thereafter, each urban retail water supplier shall submit a completed and validated water loss audit report for the previous calendar year or previous fiscal year as part of the report submitted to the department pursuant to subdivision (a) of Section 10609.24 and as prescribed by the department pursuant to subdivision (a).
- (4) Water loss audit reports submitted on or before October 1, 2017, may be completed and validated with assistance as described in subdivision (c).

- (c) Using funds available for the 2016–17 fiscal year, the board shall contribute up to four hundred thousand dollars (\$400,000) towards procuring water loss audit report validation assistance for urban retail water suppliers.
- (d) Each water loss audit report submitted to the department shall be accompanied by information, in a form specified by the department, identifying steps taken in the preceding year to increase the validity of data entered into the final audit, reduce the volume of apparent losses, and reduce the volume of real losses.
- (e) At least one of the following employees of an urban retail water supplier shall attest to each water loss audit report submitted to the department:
 - (1) The chief financial officer.
 - (2) The chief engineer.
 - (3) The general manager.
- (f) The department shall deem incomplete and return to the urban retail water supplier any final water loss audit report found by the department to be incomplete, not validated, unattested, or incongruent with known characteristics of water system operations. A water supplier shall resubmit a completed water loss audit report within 90 days of an audit being returned by the department.
- (g) The department shall post all validated water loss audit reports on its internet website in a manner that allows for comparisons across water suppliers. The department shall make the validated water loss audit reports available for public viewing in a timely manner after their receipt.
- (h) Using available funds, the department shall provide technical assistance to guide urban retail water suppliers' water loss detection programs, including, but not limited to, metering techniques, pressure management techniques, condition-based assessment techniques for transmission and distribution pipelines, and utilization of portable and permanent water loss detection devices.
- (i) No earlier than January 1, 2019, and no later than July 1, 2020, the board shall adopt rules requiring urban retail water suppliers to meet performance standards for the volume of water losses. In

adopting these rules, the board shall employ full life-cycle cost accounting to evaluate the costs of meeting the performance standards. The board may consider establishing a minimum allowable water loss threshold that, if reached and maintained by an urban water supplier, would exempt the urban water supplier from further water loss reduction requirements.

10608.35. (a) The department, in coordination with the board, shall conduct necessary studies and investigations and make a recommendation to the Legislature, by January 1, 2020, on the feasibility of developing and enacting water loss reporting requirements for urban wholesale water suppliers.

(b) The studies and investigations shall include an evaluation of the suitability of applying the processes and requirements of Section 10608.34 to urban wholesale water suppliers.

(c) In conducting necessary studies and investigations and developing its recommendation, the department shall solicit broad public participation from stakeholders and other interested persons.

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

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

10608.42. (a) The department shall review the 2015 urban water management plans and report to the Legislature by July 1, 2017, on progress towards achieving a 20-percent reduction in urban water use by December 31, 2020. The report shall include recommendations on changes to water efficiency standards or urban water use targets to achieve the 20-percent reduction and to reflect updated efficiency information and technology changes.

- (b) A report to be submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

10608.43. The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for commercial, industrial, and institutional users among various sectors of water use. The report shall include, but not be limited to, the following:

- (a) Appropriate metrics for evaluating commercial, industrial, and institutional water use.
- (b) Evaluation of water demands for manufacturing processes, goods, and cooling.
- (c) Evaluation of public infrastructure necessary for delivery of recycled water to the commercial, industrial, and institutional sectors.
- (d) Evaluation of institutional and economic barriers to increased recycled water use within the commercial, industrial, and institutional sectors.
- (e) Identification of technical feasibility and cost of the best management practices to achieve more efficient water use statewide in the commercial, industrial, and institutional sectors that is consistent with the public interest and reflects past investments in water use efficiency.

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

Section 10608.16.

CHAPTER 4. Agricultural Water Suppliers [10608.48]

10608.48. (a) On or before July 31, 2012, an agricultural water supplier shall implement efficient water management practices pursuant to subdivisions (b) and (c).

- (b) Agricultural water suppliers shall implement both of the following critical efficient management practices:
 - (1) Measure the volume of water delivered to customers with sufficient accuracy to comply with subdivision (a) of Section 531.10 and to implement paragraph (2).
 - (2) Adopt a pricing structure for water customers based at least in part on quantity delivered.
- (c) Agricultural water suppliers shall implement additional efficient management practices, including, but not limited to, practices to accomplish all of the following, if the measures are locally cost effective and technically feasible:
 - (1) Facilitate alternative land use for lands with exceptionally high water duties or whose irrigation contributes to significant problems, including drainage.
 - (2) Facilitate use of available recycled water that otherwise would not be used beneficially, meets all health and safety criteria, and does not harm crops or soils.
 - (3) Facilitate the financing of capital improvements for on-farm irrigation systems.
 - (4) Implement an incentive pricing structure that promotes one or more of the following goals:
 - (A) More efficient water use at the farm level.
 - (B) Conjunctive use of groundwater.
 - (C) Appropriate increase of groundwater recharge.
 - (D) Reduction in problem drainage.

- (E) Improved management of environmental resources.
- (F) Effective management of all water sources throughout the year by adjusting seasonal pricing structures based on current conditions.
- (5) Expand line or pipe distribution systems, and construct regulatory reservoirs to increase distribution system flexibility and capacity, decrease maintenance, and reduce seepage.
- (6) Increase flexibility in water ordering by, and delivery to, water customers within operational limits.
- (7) Construct and operate supplier spill and tailwater recovery systems.
- (8) Increase planned conjunctive use of surface water and groundwater within the supplier service area.
- (9) Automate canal control structures.
- (10) Facilitate or promote customer pump testing and evaluation.
- (11) Designate a water conservation coordinator who will develop and implement the water management plan and prepare progress reports.
- (12) Provide for the availability of water management services to water users. These services may include, but are not limited to, all of the following:
 - (A) On-farm irrigation and drainage system evaluations.
 - (B) Normal year and real-time irrigation scheduling and crop evapotranspiration information.
 - (C) Surface water, groundwater, and drainage water quantity and quality data.
 - (D) Agricultural water management educational programs and materials for farmers, staff, and the public.
- (13) Evaluate the policies of agencies that provide the supplier with water to identify the potential for institutional changes to allow more flexible water deliveries and storage.
- (14) Evaluate and improve the efficiencies of the supplier's

pumps.

- (d) Agricultural water suppliers shall include in the agricultural water management plans required pursuant to Part 2.8 (commencing with Section 10800) a report on which efficient water management practices have been implemented and are planned to be implemented, an estimate of the water use efficiency improvements that have occurred since the last report, and an estimate of the water use efficiency improvements estimated to occur five and 10 years in the future. If an agricultural water supplier determines that an efficient water management practice is not locally cost effective or technically feasible, the supplier shall submit information documenting that determination.
- (e) The department shall require information about the implementation of efficient water management practices to be reported using a standardized form developed pursuant to Section 10608.52. (f) An agricultural water supplier may meet the requirements of subdivisions (d) and (e) by submitting to the department a water conservation plan submitted to the United States Bureau of Reclamation that meets the requirements described in Section 10828.
- (f) On or before December 31, 2013, December 31, 2016, and December 31, 2021, the department, in consultation with the board, shall submit to the Legislature a report on the agricultural efficient water management practices that have been implemented and are planned to be implemented and an assessment of the manner in which the implementation of those efficient water management practices has affected and will affect agricultural operations, including estimated water use efficiency improvements, if any.
- (g) The department may update the efficient water management practices required pursuant to subdivision (c), in consultation with the Agricultural Water Management Council, the United States Bureau of Reclamation, and the board. All efficient water management practices for agricultural water use pursuant to this chapter shall be adopted or revised by the department only after the department conducts public hearings to allow participation of the diverse geographical areas and interests of the state.

- (h) (1) The department shall adopt regulations that provide for a range of options that agricultural water suppliers may use or implement to comply with the measurement requirement in paragraph (1) of subdivision (b).
- (2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.

CHAPTER 5. Sustainable Water Management [10608.50]

10608.50. (a) The department, in consultation with the board, shall promote implementation of regional water resources management practices through increased incentives and removal of barriers consistent with state and federal law. Potential changes may include, but are not limited to, all of the following:

- (1) Revisions to the requirements for urban and agricultural water management plans.
- (2) Revisions to the requirements for integrated regional water management plans.
- (3) Revisions to the eligibility for state water management grants and loans.
- (4) Revisions to state or local permitting requirements that increase water supply opportunities, but do not weaken water quality protection under state and federal law.
- (5) Increased funding for research, feasibility studies, and project construction.
- (6) Expanding technical and educational support for local land use and water management agencies.

- (b) No later than January 1, 2011, and updated as part of the California Water Plan, the department, in consultation with the board, and with public input, shall propose new statewide targets, or review and update existing statewide targets, for regional water resources management practices, including, but not limited to, recycled water, brackish groundwater desalination, and infiltration and direct use of urban stormwater runoff.

CHAPTER 6. Standardized Data Collection [10608.52]

10608.52. (a) The department, in consultation with the board, the California Bay-Delta Authority or its successor agency, the State Department of Public Health, and the Public Utilities Commission, shall develop a single standardized water use reporting form to meet the water use information needs of each agency, including the needs of urban water suppliers that elect to determine and report progress toward achieving targets on a regional basis as provided in subdivision (a) of Section 10608.28.

- (b) At a minimum, the form shall be developed to accommodate information sufficient to assess an urban water supplier's compliance with conservation targets pursuant to Section 10608.24 and an agricultural water supplier's compliance with implementation of efficient water management practices pursuant to subdivision (a) of Section 10608.48. The form shall accommodate reporting by urban water suppliers on an individual or regional basis as provided in subdivision (a) of Section 10608.28.

CHAPTER 7. Funding Provisions [10608.56 – 10608.60]

10608.56. (a) On and after July 1, 2016, an urban retail water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.

- (b) On and after July 1, 2013, an agricultural water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.
- (c) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita

reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for achieving the per capita reductions. The supplier may request grant or loan funds to achieve the per capita reductions to the extent the request is consistent with the eligibility requirements applicable to the water funds.

- (d) Notwithstanding subdivision (b), the department shall determine that an agricultural water supplier is eligible for a water grant or loan even though the supplier is not implementing all of the efficient water management practices described in Section 10608.48, if the agricultural water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the efficient water management practices. The supplier may request grant or loan funds to implement the efficient water management practices to the extent the request is consistent with the eligibility requirements applicable to the water funds.
- (e) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval documentation demonstrating that its entire service area qualifies as a disadvantaged community.
- (f) The department shall not deny eligibility to an urban retail water supplier or agricultural water supplier in compliance with the requirements of this part and Part 2.8 (commencing with Section 10800), that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of the agencies participating in the project or plan is not implementing all of the requirements of this part or Part 2.8 (commencing with Section 10800).

10608.60. (a) It is the intent of the Legislature that funds made available by Section 75026 of the Public Resources Code should be expended, consistent with Division 43 (commencing with Section 75001) of the Public

Resources Code and upon appropriation by the Legislature, for grants to implement this part. In the allocation of funding, it is the intent of the Legislature that the department give consideration to disadvantaged communities to assist in implementing the requirements of this part.

- (b) It is the intent of the Legislature that funds made available by Section 75041 of the Public Resources Code, should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for direct expenditures to implement this part.

CHAPTER 8. Quantifying Agricultural Water Use Efficiency [10608.64]

10608.64. The department, in consultation with the Agricultural Water Management Council, academic experts, and other stakeholders, shall develop a methodology for quantifying the efficiency of agricultural water use. Alternatives to be assessed shall include, but not be limited to, determination of efficiency levels based on crop type or irrigation system distribution uniformity. On or before December 31, 2011, the department shall report to the Legislature on a proposed methodology and a plan for implementation. The plan shall include the estimated implementation costs and the types of data needed to support the methodology. Nothing in this section authorizes the department to implement a methodology established pursuant to this section.

PART 2.55. SUSTAINABLE WATER USE AND DEMAND REDUCTION [10608 – 10609.42]

CHAPTER 9. Urban Water Use Objectives and Water Use Reporting [10609 – 10609.38]

10609. (a) The Legislature finds and declares that this chapter establishes a method to estimate the aggregate amount of water that would have been delivered the previous year by an urban retail water supplier if all that water had been used efficiently. This estimated aggregate water use is the urban retail water supplier's urban water use objective. The method is based on water use efficiency standards and local service area characteristics for that year. By comparing the amount of water actually used in the previous year with the urban water use objective, local urban water suppliers will be in a better position to help eliminate unnecessary use of water; that is, water used in excess of that needed to accomplish the intended beneficial use.

(b) The Legislature further finds and declares all of the following:

(1) This chapter establishes standards and practices for the following water uses:

- (A) Indoor residential use.
- (B) Outdoor residential use.
- (C) CII water use.
- (D) Water losses.
- (E) Other unique local uses and situations that can have a material effect on an urban water supplier's total water use.

(2) This chapter further does all of the following:

- (A) Establishes a method to calculate each urban water use objective.
- (B) Considers recycled water quality in establishing efficient irrigation standards.
- (C) Requires the department to provide or otherwise identify data regarding the unique local conditions to support the calculation of an urban water use objective.
- (D) Provides for the use of alternative sources of data if alternative sources are shown to be as accurate as, or more accurate than, the data provided by the department.
- (E) Requires annual reporting of the previous year's water use with the urban water use objective.
- (F) Provides a bonus incentive for the amount of potable recycled water used the previous year when comparing the previous year's water use with the urban water use objective, of up to 10 percent of the urban water use objective.

(3) This chapter requires the department and the board to solicit broad public participation from stakeholders and other interested persons in the development of the standards and the adoption of regulations pursuant to this chapter.

- (4) This chapter preserves the Legislature's authority over long-term water use efficiency target setting and ensures appropriate legislative oversight of the implementation of this chapter by doing all of the following:
 - (A) Requiring the Legislative Analyst to conduct a review of the implementation of this chapter, including compliance with the adopted standards and regulations, accuracy of the data, use of alternate data, and other issues the Legislative Analyst deems appropriate.
 - (B) Stating legislative intent that the director of the department and the chairperson of the board appear before the appropriate Senate and Assembly policy committees to report on progress in implementing this chapter.
 - (C) Providing one-time-only authority to the department and board to adopt water use efficiency standards, except as explicitly provided in this chapter. Authorization to update the standards shall require separate legislation.
- (c) It is the intent of the Legislature that the following principles apply to the development and implementation of long-term standards and urban water use objectives:
 - (1) Local urban retail water suppliers should have primary responsibility for meeting standards-based water use targets, and they shall retain the flexibility to develop their water supply portfolios, design and implement water conservation strategies, educate their customers, and enforce their rules.
 - (2) Long-term standards and urban water use objectives should advance the state's goals to mitigate and adapt to climate change.
 - (3) Long-term standards and urban water use objectives should acknowledge the shade, air quality, and heat-island reduction benefits provided to communities by trees through the support of water-efficient irrigation practices that keep trees healthy.

- (4) The state should identify opportunities for streamlined reporting, eliminate redundant data submissions, and incentivize open access to data collected by urban and agricultural water suppliers.

10609.2. (a) The board, in coordination with the department, shall adopt long-term standards for the efficient use of water pursuant to this chapter on or before June 30, 2022.

(b) Standards shall be adopted for all of the following:

- (1) Outdoor residential water use.
- (2) Outdoor irrigation of landscape areas with dedicated irrigation meters in connection with CII water use.
- (3) A volume for water loss.

(c) When adopting the standards under this section, the board shall consider the policies of this chapter and the proposed efficiency standards' effects on local wastewater management, developed and natural parklands, and urban tree health. The standards and potential effects shall be identified by May 30, 2022. The board shall allow for public comment on potential effects identified by the board under this subdivision.

(d) The long-term standards shall be set at a level designed so that the water use objectives, together with other demands excluded from the long-term standards such as CII indoor water use and CII outdoor water use not connected to a dedicated landscape meter, would exceed the statewide conservation targets required pursuant to Chapter 3 (commencing with Section 10608.16).

(e) The board, in coordination with the department, shall adopt by regulation variances recommended by the department pursuant to Section 10609.14 and guidelines and methodologies pertaining to the calculation of an urban retail water supplier's urban water use objective recommended by the department pursuant to Section 10609.16.

10609.4. (a) (1) Until January 1, 2025, the standard for indoor residential water use shall be 55 gallons per capita daily.

(2) Beginning January 1, 2025, and until January 1, 2030, the

standard for indoor residential water use shall be the greater of 52.5 gallons per capita daily or a standard recommended pursuant to subdivision (b).

(3) Beginning January 1, 2030, the standard for indoor residential water use shall be the greater of 50 gallons per capita daily or a standard recommended pursuant to subdivision (b).

(b) (1) The department, in coordination with the board, shall conduct necessary studies and investigations and may jointly recommend to the Legislature a standard for indoor residential water use that more appropriately reflects best practices for indoor residential water use than the standard described in subdivision (a). A report on the results of the studies and investigations shall be made to the chairpersons of the relevant policy committees of each house of the Legislature by January 1, 2021, and shall include information necessary to support the recommended standard, if there is one. The studies and investigations shall also include an analysis of the benefits and impacts of how the changing standard for indoor residential water use will impact water and wastewater management, including potable water usage, wastewater, recycling and reuse systems, infrastructure, operations, and supplies.

(2) The studies, investigations, and report described in paragraph (1) shall include collaboration with, and input from, a broad group of stakeholders, including, but not limited to, environmental groups, experts in indoor plumbing, and water, wastewater, and recycled water agencies.

10609.6. (a) (1) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, standards for outdoor residential use for adoption by the board in accordance with this chapter.

(2) (A) The standards shall incorporate the principles of the model water efficient landscape ordinance adopted by the department pursuant to the Water Conservation in Landscaping Act (Article 10.8 (commencing with Section 65591) of Chapter 3 of Division 1 of Title 7 of the Government Code).

(B) The standards shall apply to irrigable lands.

- (C) The standards shall include provisions for swimming pools, spas, and other water features. Ornamental water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, shall be analyzed separately from swimming pools and spas.
- (b) The department shall, by January 1, 2021, provide each urban retail water supplier with data regarding the area of residential irrigable lands in a manner that can reasonably be applied to the standards adopted pursuant to this section.
- (c) The department shall not recommend standards pursuant to this section until it has conducted pilot projects or studies, or some combination of the two, to ensure that the data provided to local agencies are reasonably accurate for the data's intended uses, taking into consideration California's diverse landscapes and community characteristics.

10609.8. (a) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, standards for outdoor irrigation of landscape areas with dedicated irrigation meters or other means of calculating outdoor irrigation use in connection with CII water use for adoption by the board in accordance with this chapter.

- (b) The standards shall incorporate the principles of the model water efficient landscape ordinance adopted by the department pursuant to the Water Conservation in Landscaping Act (Article 10.8 (commencing with Section 65591) of Chapter 3 of Division 1 of Title 7 of the Government Code).
- (c) The standards shall include an exclusion for water for commercial agricultural use meeting the definition of subdivision (b) of Section 51201 of the Government Code.

10609.9. For purposes of Sections 10609.6 and 10609.8, "principles of the model water efficient landscape ordinance" means those provisions of the model water efficient landscape ordinance applicable to the establishment or determination of the amount of water necessary to efficiently irrigate both new and existing landscapes. These provisions include, but are not limited to, all of the following:

- (a) Evapotranspiration adjustment factors, as applicable.
- (b) Landscape area.
- (c) Maximum applied water allowance.
- (d) Reference evapotranspiration.
- (e) Special landscape areas, including provisions governing evapotranspiration adjustment factors for different types of water used for irrigating the landscape.

10609.10. (a) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, performance measures for CII water use for adoption by the board in accordance with this chapter.

- (b) Prior to recommending performance measures for CII water use, the department shall solicit broad public participation from stakeholders and other interested persons relating to all of the following:
 - (1) Recommendations for a CII water use classification system for California that address significant uses of water.
 - (2) Recommendations for setting minimum size thresholds for converting mixed CII meters to dedicated irrigation meters, and evaluation of, and recommendations for, technologies that could be used in lieu of requiring dedicated irrigation meters.
 - (3) Recommendations for CII water use best management practices, which may include, but are not limited to, water audits and water management plans for those CII customers that exceed a recommended size, volume of water use, or other threshold.
- (c) Recommendations of appropriate performance measures for CII water use shall be consistent with the October 21, 2013, report to the Legislature by the Commercial, Industrial, and Institutional Task Force entitled "Water Use Best Management Practices," including the technical and financial feasibility recommendations provided in that report, and shall support the economic productivity of California's commercial, industrial, and institutional sectors.

- (d) (1) The board, in coordination with the department, shall adopt performance measures for CII water use on or before June 30, 2022.

- (a) Each urban retail water supplier shall implement the performance measures adopted by the board pursuant to paragraph (1).

10609.12. The standards for water loss for urban retail water suppliers shall be the standards adopted by the board pursuant to subdivision (i) of Section 10608.34.

10609.14. (a) The department, in coordination with the board, shall conduct necessary studies and investigations and, no later than October 1, 2021, recommend for adoption by the board in accordance with this chapter appropriate variances for unique uses that can have a material effect on an urban retail water supplier's urban water use objective.

- (b) Appropriate variances may include, but are not limited to, allowances for the following:

- (1) Significant use of evaporative coolers.
- (2) Significant populations of horses and other livestock.
- (3) Significant fluctuations in seasonal populations.
- (4) Significant landscaped areas irrigated with recycled water having high levels of total dissolved solids.
- (5) Significant use of water for soil compaction and dust control.
- (6) Significant use of water to supplement ponds and lakes to sustain wildlife.
- (7) Significant use of water to irrigate vegetation for fire protection.
- (8) Significant use of water for commercial or noncommercial agricultural use.

- (c) The department, in recommending variances for adoption by the board, shall also recommend a threshold of significance for each recommended variance.

- (d) Before including any specific variance in calculating an urban retail water supplier's water use objective, the urban retail water supplier shall request and receive approval by the board for the inclusion of that variance.

- (e) The board shall post on its Internet Web site all of the following:

- (1) A list of all urban retail water suppliers with approved variances.
- (2) The specific variance or variances approved for each urban retail water supplier.
- (3) The data supporting approval of each variance.

10609.15. To help streamline water data reporting, the department and the board shall do all of the following:

- (a) Identify urban water reporting requirements shared by both agencies, and post on each agency's Internet Web site how the data is used for planning, regulatory, or other purposes.
- (b) Analyze opportunities for more efficient publication of urban water reporting requirements within each agency, and analyze how each agency can integrate various data sets in a publicly accessible location, identify priority actions, and implement priority actions identified in the analysis.
- (c) Make appropriate data pertaining to the urban water reporting requirements that are collected by either agency available to the public according to the principles and requirements of the Open and Transparent Water Data Act (Part 4.9 (commencing with Section 12400)).

10609.16. The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, guidelines and methodologies for the board to adopt that identify how an urban retail water supplier calculates its urban water use objective. The guidelines and methodologies shall address, as necessary, all of the following:

- (a) Determining the irrigable lands within the urban retail water supplier's service area.
- (b) Updating and revising methodologies described pursuant to subparagraph (A) of paragraph (1) of subdivision (h) of Section 10608.20, as appropriate, including methodologies for calculating the population in an urban retail water supplier's service area.
- (c) Using landscape area data provided by the department or alternative data.

- (d) Incorporating precipitation data and climate data into estimates of a urban retail water supplier's outdoor irrigation budget for its urban water use objective.
- (e) Estimating changes in outdoor landscape area and population, and calculating the urban water use objective, for years when updated landscape imagery is not available from the department.
- (f) Determining acceptable levels of accuracy for the supporting data, the urban water use objective, and compliance with the urban water use objective.

10609.18. The department and the board shall solicit broad public participation from stakeholders and other interested persons in the development of the standards and the adoption of regulations pursuant to this chapter. The board shall hold at least one public meeting before taking any action on any standard or variance recommended by the department.

10609.20. (a) Each urban retail water supplier shall calculate its urban water use objective no later than January 1, 2024, and by January 1 every year thereafter.

- (b) The calculation shall be based on the urban retail water supplier's water use conditions for the previous calendar or fiscal year.
- (c) Each urban water supplier's urban water use objective shall be composed of the sum of the following:
 - (1) Aggregate estimated efficient indoor residential water use.
 - (2) Aggregate estimated efficient outdoor residential water use.
 - (3) Aggregate estimated efficient outdoor irrigation of landscape areas with dedicated irrigation meters or equivalent technology in connection with CII water use.
 - (4) Aggregate estimated efficient water losses.
 - (5) Aggregate estimated water use in accordance with variances, as appropriate.
- (d) (1) An urban retail water supplier that delivers water from a groundwater basin, reservoir, or other source that is augmented by potable reuse water may adjust its urban water use objective by a bonus incentive calculated pursuant to this subdivision.

- (2) The water use objective bonus incentive shall be the volume of its potable reuse delivered to residential water users and to landscape areas with dedicated irrigation meters in connection with CII water use, on an acre-foot basis.
- (3) The bonus incentive pursuant to paragraph (1) shall be limited in accordance with one of the following:
 - (A) The bonus incentive shall not exceed 15 percent of the urban water supplier's water use objective for any potable reuse water produced at an existing facility.
 - (B) The bonus incentive shall not exceed 10 percent of the urban water supplier's water use objective for any potable reuse water produced at any facility that is not an existing facility.
- (4) For purposes of this subdivision, "existing facility" means a facility that meets all of the following:
 - (A) The facility has a certified environmental impact report, mitigated negative declaration, or negative declaration on or before January 1, 2019.
 - (B) The facility begins producing and delivering potable reuse water on or before January 1, 2022.
 - (C) The facility uses microfiltration and reverse osmosis technologies to produce the potable reuse water.
- (e) (1) The calculation of the urban water use objective shall be made using landscape area and other data provided by the department and pursuant to the standards, guidelines, and methodologies adopted by the board. The department shall provide data to the urban water supplier at a level of detail sufficient to allow the urban water supplier to verify its accuracy at the parcel level.
- (2) Notwithstanding paragraph (1), an urban retail water supplier may use alternative data in calculating the urban water use objective if the supplier demonstrates to the department that the alternative data are equivalent, or superior, in quality and accuracy to the data provided by the department. The department may provide technical assistance to an urban retail water supplier in evaluating whether the alternative data are appropriate for use in calculating the supplier's urban water use objective.

10609.21. (a) For purposes of Section 10609.20, and notwithstanding paragraph (4) of subdivision (d) of Section 10609.20, “existing facility” also includes the North City Project, phase one of the Pure Water San Diego Program, for which an environmental impact report was certified on April 10, 2018.

(b) This section shall become operative on January 1, 2019.

10609.22. (a) An urban retail water supplier shall calculate its actual urban water use no later than January 1, 2024, and by January 1 every year thereafter.

(b) The calculation shall be based on the urban retail water supplier’s water use for the previous calendar or fiscal year.

(c) Each urban water supplier’s urban water use shall be composed of the sum of the following:

- (1) Aggregate residential water use.
- (2) Aggregate outdoor irrigation of landscape areas with dedicated irrigation meters in connection with CII water use.
- (3) Aggregate water losses.

10609.24. (a) An urban retail water supplier shall submit a report to the department no later than January 1, 2024, and by January 1 every year thereafter. The report shall include all of the following:

- (1) The urban water use objective calculated pursuant to Section 10609.20 along with relevant supporting data.
- (2) The actual urban water use calculated pursuant to Section 10609.22 along with relevant supporting data.
- (3) Documentation of the implementation of the performance measures for CII water use.
- (4) A description of the progress made towards meeting the urban water use objective.
- (5) The validated water loss audit report conducted pursuant to Section 10608.34.

(b) The department shall post the reports and information on its internet website.

- (c) The board may issue an information order or conservation order to, or impose civil liability on, an entity or individual for failure to submit a report required by this section.

10609.25. As part of the first report submitted to the department by an urban retail water supplier no later than January 1, 2024, pursuant to subdivision (a) of Section 10609.24, each urban retail water supplier shall provide a narrative that describes the water demand management measures that the supplier plans to implement to achieve its urban water use objective by January 1, 2027.

10609.26. (a) (1) On and after January 1, 2024, the board may issue informational orders pertaining to water production, water use, and water conservation to an urban retail water supplier that does not meet its urban water use objective required by this chapter. Informational orders are intended to obtain information on supplier activities, water production, and conservation efforts in order to identify technical assistance needs and assist urban water suppliers in meeting their urban water use objectives.

- (2) In determining whether to issue an informational order, the board shall consider the degree to which the urban retail water supplier is not meeting its urban water use objective, information provided in the report required by Section 10609.24, and actions the urban retail water supplier has implemented or will implement in order to help meet the urban water use objective.

- (3) The board shall share information received pursuant to this subdivision with the department.

- (4) An urban water supplier may request technical assistance from the department. The technical assistance may, to the extent available, include guidance documents, tools, and data.

- (b) On and after January 1, 2025, the board may issue a written notice to an urban retail water supplier that does not meet its urban water use objective required by this chapter. The written notice may warn the urban retail water supplier that it is not meeting its urban water use objective described in Section 10609.20 and is not making adequate progress in meeting the urban water use objective, and may request that the urban retail water supplier

address areas of concern in its next annual report required by Section 10609.24. In deciding whether to issue a written notice, the board may consider whether the urban retail water supplier has received an informational order, the degree to which the urban retail water supplier is not meeting its urban water use objective, information provided in the report required by Section 10609.24, and actions the urban retail water supplier has implemented or will implement in order to help meet its urban water use objective.

- (c) (1) On and after January 1, 2026, the board may issue a conservation order to an urban retail water supplier that does not meet its urban water use objective. A conservation order may consist of, but is not limited to, referral to the department for technical assistance, requirements for education and outreach, requirements for local enforcement, and other efforts to assist urban retail water suppliers in meeting their urban water use objective.
 - (2) In issuing a conservation order, the board shall identify specific deficiencies in an urban retail water supplier's progress towards meeting its urban water use objective, and identify specific actions to address the deficiencies.
 - (3) The board may request that the department provide an urban retail water supplier with technical assistance to support the urban retail water supplier's actions to remedy the deficiencies.
- (d) A conservation order issued in accordance with this chapter may include requiring actions intended to increase water-use efficiency, but shall not curtail or otherwise limit the exercise of a water right, nor shall it require the imposition of civil liability pursuant to Section 377.

10609.27. Notwithstanding Section 10609.26, the board shall not issue an information order, written notice, or conservation order pursuant to Section 10609.26 if both of the following conditions are met:

- (a) The board determines that the urban retail water supplier is not meeting its urban water use objective solely because the volume of water loss exceeds the urban retail water supplier's standard for water loss.

- (b) Pursuant to Section 10608.34, the board is taking enforcement action against the urban retail water supplier for not meeting the performance standards for the volume of water losses.

10609.28. The board may issue a regulation or informational order requiring a wholesale water supplier, an urban retail water supplier, or a distributor of a public water supply, as that term is used in Section 350, to provide a monthly report relating to water production, water use, or water conservation.

10609.30. On or before January 10, 2024, the Legislative Analyst shall provide to the appropriate policy committees of both houses of the Legislature and the public a report evaluating the implementation of the water use efficiency standards and water use reporting pursuant to this chapter. The board and the department shall provide the Legislative Analyst with the available data to complete this report.

- (a) The report shall describe all of the following:

- (1) The rate at which urban retail water users are complying with the standards, and factors that might facilitate or impede their compliance.
- (2) The accuracy of the data and estimates being used to calculate urban water use objectives.
- (3) Indications of the economic impacts, if any, of the implementation of this chapter on urban water suppliers and urban water users, including CII water users.
- (4) The frequency of use of the bonus incentive, the volume of water associated with the bonus incentive, value to urban water suppliers of the bonus incentive, and any implications of the use of the bonus incentive on water use efficiency.
- (5) The early indications of how implementing this chapter might impact the efficiency of statewide urban water use.
- (6) Recommendations, if any, for improving statewide urban water use efficiency and the standards and practices described in this chapter.
- (7) Any other issues the Legislative Analyst deems appropriate.

10609.32. It is the intent of the Legislature that the chairperson of the board and the director of the department appear before the appropriate policy committees of both houses of the Legislature on or around January 1, 2026, and report on the implementation of the water use efficiency standards and water use reporting pursuant to this chapter. It is the intent of the Legislature that the topics to be covered include all of the following:

- (a) The rate at which urban retail water suppliers are complying with the standards, and factors that might facilitate or impede their compliance.
- (b) What enforcement actions have been taken, if any.
- (c) The accuracy of the data and estimates being used to calculate urban water use objectives.
- (d) Indications of the economic impacts, if any, of the implementation of this chapter on urban water suppliers and urban water users, including CII water users.
- (e) The frequency of use of the bonus incentive, the volume of water associated with the bonus incentive, value to urban water suppliers of the bonus incentive, and any implications of the use of the bonus incentive on water use efficiency.
- (f) An assessment of how implementing this chapter is affecting the efficiency of statewide urban water use.

10609.34. Notwithstanding Section 15300.2 of Title 14 of the California Code of Regulations, an action of the board taken under this chapter shall be deemed to be a Class 8 action, within the meaning of Section 15308 of Title 14 of the California Code of Regulations, provided that the action does not involve relaxation of existing water conservation or water use standards.

10609.36. (a) Nothing in this chapter shall be construed to determine or alter water rights. Sections 1010 and 1011 apply to water conserved through implementation of this chapter.

- (b) Nothing in this chapter shall be construed to authorize the board to update or revise water use efficiency standards authorized by this chapter except as explicitly provided in this chapter. Authorization to update the standards beyond that explicitly provided in this chapter shall require separate legislation.

- (c) Nothing in this chapter shall be construed to limit or otherwise affect the use of recycled water as seawater barriers for groundwater salinity management.

10609.38. The board may waive the requirements of this chapter for a period of up to five years for any urban retail water supplier whose water deliveries are significantly affected by changes in water use as a result of damage from a disaster such as an earthquake or fire. In establishing the period of a waiver, the board shall take into consideration the breadth of the damage and the time necessary for the damaged areas to recover from the disaster.

PART 2.6. URBAN WATER MANAGEMENT PLANNING

CHAPTER 1. General Declaration and Policy [10610 – 10610.4]

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

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

- (1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.
- (2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.
- (3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate, and increasing long-term water conservation among Californians, improving water use efficiency within the state's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.
- (4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years now and into the

foreseeable future, and every urban water supplier should collaborate closely with local land-use authorities to ensure water demand forecasts are consistent with current land-use planning.

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

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

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

CHAPTER 2. Definitions [10611 – 10618]

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

10611.3. "Customer" means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.

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

10612. "Drought risk assessment" means a method that examines water shortage risks based on the driest five-year historic sequence for the agency's water supply, as described in subdivision (b) of Section 10635.

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

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

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

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

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

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

10617.5. "Water shortage contingency plan" means a document that incorporates the provisions detailed in subdivision (a) of Section 10632 and is subsequently adopted by an urban water supplier pursuant to this article.

10618. "Water supply and demand assessment" means a method that looks at current year and one or more dry year supplies and demands for determining water shortage risks, as described in Section 10632.1.

CHAPTER 3. Urban Water Management Plans

ARTICLE 1. General Provisions [10620 – 10621]

10620. (a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).

- (b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.
- (c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.
- (d) (1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce

preparation costs and contribute to the achievement of conservation, efficient water use, and improved local drought resilience.

- (2) Notwithstanding paragraph (1), each urban water supplier shall develop its own water shortage contingency plan, but an urban water supplier may incorporate, collaborate, and otherwise share information with other urban water suppliers or other governing entities participating in an areawide, regional, watershed, or basinwide urban water management plan, an agricultural management plan, or groundwater sustainability plan development.
- (3) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.
- (e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.
- (f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

10621. (a) Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.

- (b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.
- (c) An urban water supplier regulated by the Public Utilities Commission shall include its most recent plan and water shortage

contingency plan as part of the supplier's general rate case filings.

- (d) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).
- (e) Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.
- (f) Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.

CHAPTER 3. Urban Water Management Plans

ARTICLE 2. Contents of Plans [10630 – 10634]

10630. It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.

10630.5. Each plan shall include a simple lay description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan.

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

- (a) Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including,

where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.

- (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, including all of the following:
 - (1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.
 - (2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.
 - (3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.
 - (4) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:
 - (A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.
 - (B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater.

For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).

- (C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
 - (D) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
- (c) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.
- (d) (1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors,

including, but not necessarily limited to, all of the following:

- (A) Single-family residential.
 - (B) Multifamily.
 - (C) Commercial.
 - (D) Industrial.
 - (E) Institutional and governmental.
 - (F) Landscape.
 - (G) Sales to other agencies.
 - (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
 - (I) Agricultural.
 - (J) Distribution system water loss.
- (2) The water use projections shall be in the same five-year increments described in subdivision (a).
- (3) (A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.
- (B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.
- (C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.
- (4) (A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

- (B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:
 - (i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.
 - (ii) 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.
- (e) Provide a description of the supplier's water demand management measures. This description shall include all of the following:
 - (1) (A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.
 - (B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:
 - (i) Water waste prevention ordinances.
 - (ii) Metering.
 - (iii) Conservation pricing.
 - (iv) Public education and outreach.
 - (v) Programs to assess and manage distribution system real loss.
 - (vi) Water conservation program coordination and staffing support.
 - (vii) Other demand management measures that have a significant impact on water use as measured in

gallons per capita per day, including innovative measures, if implemented.

- (2) For an urban wholesale water supplier, as defined in Section 10608.12, a narrative description of the items in clauses (ii), (iv), (vi), and (vii) of subparagraph (B) of paragraph (1), and a narrative description of its distribution system asset management and wholesale supplier assistance programs.
- (f) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single-dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.
- (g) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.
- (h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

10631.1. (a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

10631.2. (a) In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:

- (1) An estimate of the amount of energy used to extract or divert water supplies.
- (2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.
- (3) An estimate of the amount of energy used to treat water supplies.
- (4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.
- (5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.
- (6) An estimate of the amount of energy used to place water into or withdraw from storage.
- (7) Any other energy-related information the urban water supplier deems appropriate.

(b) The department shall include in its guidance for the preparation of urban water management plans a methodology for the voluntary calculation or estimation of the energy intensity of urban water systems. The department may consider studies and calculations conducted by the Public Utilities Commission in developing the methodology.

- (c) The Legislature finds and declares that energy use is only one factor in water supply planning and shall not be considered independently of other factors.

10632. (a) Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan that consists of each of the following elements:

- (1) The analysis of water supply reliability conducted pursuant to Section 10635.
- (2) The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:
 - (A) The written decision making process that an urban water supplier will use each year to determine its water supply reliability.
 - (B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:
 - (i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.
 - (ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.
 - (iii) Existing infrastructure capabilities and plausible constraints.
 - (iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.
 - (v) A description and quantification of each source of water supply.

- (3) (A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.
 - (B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.
- (4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:
 - (A) Locally appropriate supply augmentation actions.
 - (B) Locally appropriate demand reduction actions to adequately respond to shortages.
 - (C) Locally appropriate operational changes.
 - (D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.
 - (E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.
- (5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:

- (A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.
 - (B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.
 - (C) Any other relevant communications.
- (6) For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.
- (7) (A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.
 - (A) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1.
 - (B) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.
- (8) A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:
 - (A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).
 - (B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

- (C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1.
- (9) For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.
- (10) Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.
- (b) For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall 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.
- (c) The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

10632.1. An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.

10632.2. An urban water supplier shall follow, where feasible and appropriate, the prescribed procedures and implement determined shortage response actions in its water shortage contingency plan, as identified in

subdivision (a) of Section 10632, or reasonable alternative actions, provided that descriptions of the alternative actions are submitted with the annual water shortage assessment report pursuant to Section 10632.1. Nothing in this section prohibits an urban water supplier from taking actions not specified in its water shortage contingency plan, if needed, without having to formally amend its urban water management plan or water shortage contingency plan.

10632.3. It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.

10632.5. (a) In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.

- (b) An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.
- (c) An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.

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

- (a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the

amount of wastewater collected and treated and the methods of wastewater disposal.

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

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

CHAPTER 3. Urban Water Management Plans**ARTICLE 2.5. Water Service Reliability [10635]**

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

(b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:

- (1) 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 water years, starting from the year following when the assessment is conducted.
- (2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.
- (3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.
- (4) 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.

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

CHAPTER 3. Urban Water Management Plans

ARTICLE 3. Adoption and Implementation of Plans [10640 – 10645]

10640. (a) Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630). The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

- (b) Every urban water supplier required to prepare a water shortage contingency plan shall prepare a water shortage contingency plan pursuant to Section 10632. The supplier shall likewise periodically review the water shortage contingency plan as required by paragraph (10) of subdivision (a) of Section 10632 and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

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

10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan and the water shortage contingency plan. Prior to adopting either, the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies. Notices by a local public agency pursuant to this section shall be provided pursuant to Chapter 17.5 (commencing with Section 7290) of Division 7 of Title 1 of the Government Code. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing or hearings.

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

10644. (a) (1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

(2) The plan, or amendments to the plan, submitted to the department pursuant to paragraph (1) shall be submitted electronically and shall include any standardized forms, tables, or displays specified by the department.

(b) If an urban water supplier revises its water shortage contingency plan, the supplier shall submit to the department a copy of its

water shortage contingency plan prepared pursuant to subdivision (a) of Section 10632 no later than 30 days after adoption, in accordance with protocols for submission and using electronic reporting tools developed by the department.

- (c) (1) (A) Notwithstanding Section 10231.5 of the Government Code, the department shall prepare and submit to the Legislature, on or before July 1, in the years ending in seven and two, a report summarizing the status of the plans and water shortage contingency plans adopted pursuant to this part. The report prepared by the department shall identify the exemplary elements of the individual plans and water shortage contingency plans. The department shall provide a copy of the report to each urban water supplier that has submitted its plan and water shortage contingency plan to the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans and water shortage contingency plans submitted pursuant to this part.

(B) The department shall prepare and submit to the board, on or before September 30 of each year, a report summarizing the submitted water supply and demand assessment results along with appropriate reported water shortage conditions and the regional and statewide analysis of water supply conditions developed by the department. As part of the report, the department shall provide a summary and, as appropriate, urban water supplier specific information regarding various shortage response actions implemented as a result of annual supplier-specific water supply and demand assessments performed pursuant to Section 10632.1.

(C) The department shall submit the report to the Legislature for the 2015 plans by July 1, 2017, and the report to the Legislature for the 2020 plans and water shortage contingency plans by July 1, 2022.

- (2) A report to be submitted pursuant to subparagraph (A) of paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

- (d) The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

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

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

CHAPTER 4. Miscellaneous Provisions [10650 – 10657]

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

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

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

10652. The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the

preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

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

10654. An urban water supplier may recover in its rates the costs incurred in preparing its urban water management plan, its drought risk assessment, its water supply and demand assessment, and its water shortage contingency plan and implementing the reasonable water conservation measures included in either of the plans.

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

10656. An urban water supplier is not eligible for a water grant or loan awarded or administered by the state unless the urban water supplier complies with this part.

10657. The department may adopt regulations regarding the definitions of water, water use, and reporting periods, and may adopt any other regulations deemed necessary or desirable to implement this part. In developing regulations pursuant to this section, the department shall solicit broad public participation from stakeholders and other interested persons.

B

Appendix B: Water Conservation Act of 2009

Appendix B

California Water Code Sustainable Water Use and Demand Reduction

California Water Code Division 6, Part 2.55.

Chapter 1. General Declarations and Policy	§10608-10608.8
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Chapter 1. General Declarations and Policy

SECTION 10608-10608.8

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

- (a) Water is a public resource that the California Constitution protects against waste and unreasonable use.
- (b) Growing population, climate change, and the need to protect and grow California's economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.
- (c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.
- (d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.
- (e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.
- (f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time, providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.
- (g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.
- (h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.

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

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

- (a) Require all water suppliers to increase the efficiency of use of this essential resource.
- (b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.
- (c) Measure increased efficiency of urban water use on a per capita basis.
- (d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20-percent reduction.
- (e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.
- (f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.
- (g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.
- (h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.
- (i) Require implementation of specified efficient water management practices for agricultural water suppliers.
- (j) Support the economic productivity of California's agricultural, commercial, and industrial sectors.
- (k) Advance regional water resources management.

- 10608.8. (a) (1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.
- (2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision (b) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to

January 1, 2021. Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.

- (3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.
- (b) This part does not limit or otherwise affect the application of Chapter 3.5 (commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.
- (c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.
- (d) The requirements of this part do not apply to an agricultural water supplier that is a party to the Quantification Settlement Agreement, as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002, during the period within which the Quantification Settlement Agreement remains in effect. After the expiration of the Quantification Settlement Agreement, to the extent conservation water projects implemented as part of the Quantification Settlement Agreement remain in effect, the conserved water created as part of those projects shall be credited against the obligations of the agricultural water supplier pursuant to this part.

Chapter 2 Definitions

SECTION 10608.12

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

- (a) "Agricultural water supplier" means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. "Agricultural water supplier" includes a supplier or contractor for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. "Agricultural water supplier" does not include the department.
- (b) "Base daily per capita water use" means any of the following:
 - (1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

- (2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.
- (3) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.
- (c) "Baseline commercial, industrial, and institutional water use" means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.
- (d) "Commercial water user" means a water user that provides or distributes a product or service.
- (e) "Compliance daily per capita water use" means the gross water use during the final year of the reporting period, reported in gallons per capita per day.
- (f) "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.
- (g) "Gross water use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:
 - (1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.
 - (2) The net volume of water that the urban retail water supplier places into long-term storage.
 - (3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.
 - (4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.
- (h) "Industrial water user" means a water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.
- (i) "Institutional water user" means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.

- (j) "Interim urban water use target" means the midpoint between the urban retail water supplier's base daily per capita water use and the urban retail water supplier's urban water use target for 2020.
- (k) "Locally cost effective" means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater than or equal to the present value of the local cost of implementing that measure.
- (l) "Process water" means water used for producing a product or product content or water used for research and development, including, but not limited to, continuous manufacturing processes, water used for testing and maintaining equipment used in producing a product or product content, and water used in combined heat and power facilities used in producing a product or product content. Process water does not mean incidental water uses not related to the production of a product or product content, including, but not limited to, water used for restrooms, landscaping, air conditioning, heating, kitchens, and laundry.
- (m) "Recycled water" means recycled water, as defined in subdivision (n) of Section 13050, that is used to offset potable demand, including recycled water supplied for direct use and indirect potable reuse, that meets the following requirements, where applicable:
 - (1) For groundwater recharge, including recharge through spreading basins, water supplies that are all of the following:
 - (A) Metered.
 - (B) Developed through planned investment by the urban water supplier or a wastewater treatment agency.
 - (C) Treated to a minimum tertiary level.
 - (D) Delivered within the service area of an urban retail water supplier or its urban wholesale water supplier that helps an urban retail water supplier meet its urban water use target.
 - (2) For reservoir augmentation, water supplies that meet the criteria of paragraph (1) and are conveyed through a distribution system constructed specifically for recycled water.
- (n) "Regional water resources management" means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:
 - (1) The capture and reuse of stormwater or rainwater.
 - (2) The use of recycled water.
 - (3) The desalination of brackish groundwater.

- (4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.
- (o) "Reporting period" means the years for which an urban retail water supplier reports compliance with the urban water use targets.
- (p) "Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.
- (q) "Urban water use target" means the urban retail water supplier's targeted future daily per capita water use.
- (r) "Urban wholesale water supplier," means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

Chapter 3 Urban Retail Water Suppliers

SECTION 10608.16-10608.44

10608.16.(a) The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020.

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

10608.20.(a) (1) Each urban retail water supplier shall develop urban water use targets and an interim urban water use target by July 1, 2011. Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28, and may determine the targets on a fiscal year or calendar year basis.

- (2) It is the intent of the Legislature that the urban water use targets described in paragraph (1) cumulatively result in a 20-percent reduction from the baseline daily per capita water use by December 31, 2020.

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

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

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

- (A) For indoor residential water use, 55 gallons per capita daily water use as a provisional standard. Upon completion of the department's 2016 report to the Legislature pursuant to Section 10608.42, this standard may be adjusted by the Legislature by statute.
 - (B) For landscape irrigated through dedicated or residential meters or connections, water efficiency equivalent to the standards of the Model Water Efficient Landscape Ordinance set forth in Chapter 2.7 (commencing with Section 490) of Division 2 of Title 23 of the California Code of Regulations, as in effect the later of the year of the landscape's installation or 1992. An urban retail water supplier using the approach specified in this subparagraph shall use satellite imagery, site visits, or other best available technology to develop an accurate estimate of landscaped areas.
 - (C) For commercial, industrial, and institutional uses, a 10-percent reduction in water use from the baseline commercial, industrial, and institutional water use by 2020.
- (3) Ninety-five percent of the applicable state hydrologic region target, as set forth in the state's draft 20x2020 Water Conservation Plan (dated April 30, 2009). If the service area of an urban water supplier includes more than one hydrologic region, the supplier shall apportion its service area to each region based on population or area.
- (4) A method that shall be identified and developed by the department, through a public process, and reported to the Legislature no later than December 31, 2010. The method developed by the department shall identify per capita targets that cumulatively result in a statewide 20-percent reduction in urban daily per capita water use by December 31, 2020. In developing urban daily per capita water use targets, the department shall do all of the following:
- (A) Consider climatic differences within the state.
 - (B) Consider population density differences within the state.
 - (C) Provide flexibility to communities and regions in meeting the targets.
 - (D) Consider different levels of per capita water use according to plant water needs in different regions.
 - (E) Consider different levels of commercial, industrial, and institutional water use in different regions of the state.
 - (F) Avoid placing an undue hardship on communities that have implemented conservation measures or taken actions to keep per capita water use low.
- (c) If the department adopts a regulation pursuant to paragraph (4) of subdivision (b) that results in a requirement that an urban retail water supplier achieve a reduction in daily per capita water use that is greater than 20 percent by December 31, 2020, an urban retail water supplier that adopted the method

described in paragraph (4) of subdivision (b) may limit its urban water use target to a reduction of not more than 20 percent by December 31, 2020, by adopting the method described in paragraph (1) of subdivision (b).

- (d) The department shall update the method described in paragraph (4) of subdivision (b) and report to the Legislature by December 31, 2014. An urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may adopt a new urban daily per capita water use target pursuant to this updated method.
- (e) An urban retail water supplier shall include in its urban water management plan due in 2010 pursuant to Part 2.6 (commencing with Section 10610) the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.
- (f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.
- (g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).
- (h) (1) The department, through a public process and in consultation with the California Urban Water Conservation Council, shall develop technical methodologies and criteria for the consistent implementation of this part, including, but not limited to, both of the following:
 - (A) Methodologies for calculating base daily per capita water use, baseline commercial, industrial, and institutional water use, compliance daily per capita water use, gross water use, service area population, indoor residential water use, and landscaped area water use.
 - (B) Criteria for adjustments pursuant to subdivisions (d) and (e) of Section 10608.24.
- (2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its Internet Web site, and make written copies available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.
- (i) (1) The department shall adopt regulations for implementation of the provisions relating to process water in accordance with subdivision (l) of Section 10608.12, subdivision (e) of Section 10608.24, and subdivision (d) of Section 10608.26.
- (2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the

Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.

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

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

10608.24.(a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.

- (b) Each urban retail water supplier shall meet its urban water use target by December 31, 2020.
- (c) An urban retail water supplier's compliance daily per capita water use shall be the measure of progress toward achievement of its urban water use target.
- (d) (1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:
 - (A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.
 - (B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.
 - (C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.
- (2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in

paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.

- (e) When developing the urban water use target pursuant to Section 10608.20, an urban retail water supplier that has a substantial percentage of industrial water use in its service area may exclude process water from the calculation of gross water use to avoid a disproportionate burden on another customer sector.
- (f) (1) An urban retail water supplier that includes agricultural water use in an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) may include the agricultural water use in determining gross water use. An urban retail water supplier that includes agricultural water use in determining gross water use and develops its urban water use target pursuant to paragraph (2) of subdivision (b) of Section 10608.20 shall use a water efficient standard for agricultural irrigation of 100 percent of reference evapotranspiration multiplied by the crop coefficient for irrigated acres.
- (2) An urban retail water supplier, that is also an agricultural water supplier, is not subject to the requirements of Chapter 4 (commencing with Section 10608.48), if the agricultural water use is incorporated into its urban water use target pursuant to paragraph (1).

10608.26.(a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

- (1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.
 - (2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.
 - (3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.
- (b) In complying with this part, an urban retail water supplier may meet its urban water use target through efficiency improvements in any combination among its customer sectors. An urban retail water supplier shall avoid placing a disproportionate burden on any customer sector.
- (c) For an urban retail water supplier that supplies water to a United States Department of Defense military installation, the urban retail water supplier's implementation plan for complying with this part shall consider the conservation of that military installation under federal Executive Order 13514.
- (d) (1) Any ordinance or resolution adopted by an urban retail water supplier after the effective date of this section shall not require existing customers as of the effective date of this section, to undertake changes in product formulation, operations, or equipment that would reduce process water use, but may provide technical assistance and financial incentives to those customers to implement efficiency measures for process water. This section shall not limit

an ordinance or resolution adopted pursuant to a declaration of drought emergency by an urban retail water supplier.

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

10608.28.(a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:

- (1) Through an urban wholesale water supplier.
 - (2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).
 - (3) Through a regional water management group as defined in Section 10537.
 - (4) By an integrated regional water management funding area.
 - (5) By hydrologic region.
 - (6) Through other appropriate geographic scales for which computation methods have been developed by the department.
- (b) A regional water management group, with the written consent of its member agencies, may undertake any or all planning, reporting, and implementation functions under this chapter for the member agencies that consent to those activities. Any data or reports shall provide information both for the regional water management group and separately for each consenting urban retail water supplier and urban wholesale water supplier.

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

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

10608.40. Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans

submitted pursuant to Section 10631. The data shall be reported using a standardized form developed pursuant to Section 10608.52.

10608.42.(a) The department shall review the 2015 urban water management plans and report to the Legislature by July 1, 2017, on progress towards achieving a 20-percent reduction in urban water use by December 31, 2020. The report shall include recommendations on changes to water efficiency standards or urban water use targets to achieve the 20-percent reduction and to reflect updated efficiency information and technology changes.

(b) A report to be submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

10608.43. The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for commercial, industrial, and institutional users among various sectors of water use. The report shall include, but not be limited to, the following:

- (a) Appropriate metrics for evaluating commercial, industrial, and institutional water use.
- (b) Evaluation of water demands for manufacturing processes, goods, and cooling.
- (c) Evaluation of public infrastructure necessary for delivery of recycled water to the commercial, industrial, and institutional sectors.
- (d) Evaluation of institutional and economic barriers to increased recycled water use within the commercial, industrial, and institutional sectors.
- (e) Identification of technical feasibility and cost of the best management practices to achieve more efficient water use statewide in the commercial, industrial, and institutional sectors that is consistent with the public interest and reflects past investments in water use efficiency.

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

Chapter 4 Agricultural Water Suppliers

SECTION 10608.48

- 10608.48.(a) On or before July 31, 2012, an agricultural water supplier shall implement efficient water management practices pursuant to subdivisions (b) and (c).
- (b) Agricultural water suppliers shall implement all of the following critical efficient management practices:
- (1) Measure the volume of water delivered to customers with sufficient accuracy to comply with subdivision (a) of Section 531.10 and to implement paragraph (2).
 - (2) Adopt a pricing structure for water customers based at least in part on quantity delivered.
- (c) Agricultural water suppliers shall implement additional efficient management practices, including, but not limited to, practices to accomplish all of the following, if the measures are locally cost effective and technically feasible:
- (1) Facilitate alternative land use for lands with exceptionally high water duties or whose irrigation contributes to significant problems, including drainage.
 - (2) Facilitate use of available recycled water that otherwise would not be used beneficially, meets all health and safety criteria, and does not harm crops or soils.
 - (3) Facilitate the financing of capital improvements for on-farm irrigation systems.
 - (4) Implement an incentive pricing structure that promotes one or more of the following goals:
 - (A) More efficient water use at the farm level.
 - (B) Conjunctive use of groundwater.
 - (C) Appropriate increase of groundwater recharge.
 - (D) Reduction in problem drainage.
 - (E) Improved management of environmental resources.
 - (F) Effective management of all water sources throughout the year by adjusting seasonal pricing structures based on current conditions.
 - (5) Expand line or pipe distribution systems, and construct regulatory reservoirs to increase distribution system flexibility and capacity, decrease maintenance, and reduce seepage.

- (6) Increase flexibility in water ordering by, and delivery to, water customers within operational limits.
 - (7) Construct and operate supplier spill and tailwater recovery systems.
 - (8) Increase planned conjunctive use of surface water and groundwater within the supplier service area.
 - (9) Automate canal control structures.
 - (10) Facilitate or promote customer pump testing and evaluation.
 - (11) Designate a water conservation coordinator who will develop and implement the water management plan and prepare progress reports.
 - (12) Provide for the availability of water management services to water users. These services may include, but are not limited to, all of the following:
 - (A) On-farm irrigation and drainage system evaluations.
 - (B) Normal year and real-time irrigation scheduling and crop evapotranspiration information.
 - (C) Surface water, groundwater, and drainage water quantity and quality data.
 - (D) Agricultural water management educational programs and materials for farmers, staff, and the public.
 - (13) Evaluate the policies of agencies that provide the supplier with water to identify the potential for institutional changes to allow more flexible water deliveries and storage.
 - (14) Evaluate and improve the efficiencies of the supplier's pumps.
- (d) Agricultural water suppliers shall include in the agricultural water management plans required pursuant to Part 2.8 (commencing with Section 10800) a report on which efficient water management practices have been implemented and are planned to be implemented, an estimate of the water use efficiency improvements that have occurred since the last report, and an estimate of the water use efficiency improvements estimated to occur five and 10 years in the future. If an agricultural water supplier determines that an efficient water management practice is not locally cost effective or technically feasible, the supplier shall submit information documenting that determination.
- (e) The data shall be reported using a standardized form developed pursuant to Section 10608.52.
- (f) An agricultural water supplier may meet the requirements of subdivisions (d) and (e) by submitting to the department a water conservation plan submitted to the United States Bureau of Reclamation that meets the requirements described in Section 10828.

- (g) On or before December 31, 2013, December 31, 2016, and December 31, 2021, the department, in consultation with the board, shall submit to the Legislature a report on the agricultural efficient water management practices that have been implemented and are planned to be implemented and an assessment of the manner in which the implementation of those efficient water management practices has affected and will affect agricultural operations, including estimated water use efficiency improvements, if any.
- (h) The department may update the efficient water management practices required pursuant to subdivision (c), in consultation with the Agricultural Water Management Council, the United States Bureau of Reclamation, and the board. All efficient water management practices for agricultural water use pursuant to this chapter shall be adopted or revised by the department only after the department conducts public hearings to allow participation of the diverse geographical areas and interests of the state.
- (i)
 - (1) The department shall adopt regulations that provide for a range of options that agricultural water suppliers may use or implement to comply with the measurement requirement in paragraph (1) of subdivision (b).
 - (2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.

Chapter 5 Sustainable Water Management

Section 10608.50

- 10608.50.(a) The department, in consultation with the board, shall promote implementation of regional water resources management practices through increased incentives and removal of barriers consistent with state and federal law. Potential changes may include, but are not limited to, all of the following:
- (1) Revisions to the requirements for urban and agricultural water management plans.
 - (2) Revisions to the requirements for integrated regional water management plans.
 - (3) Revisions to the eligibility for state water management grants and loans.

- (4) Revisions to state or local permitting requirements that increase water supply opportunities, but do not weaken water quality protection under state and federal law.
 - (5) Increased funding for research, feasibility studies, and project construction.
 - (6) Expanding technical and educational support for local land use and water management agencies.
- (b) No later than January 1, 2011, and updated as part of the California Water Plan, the department, in consultation with the board, and with public input, shall propose new statewide targets, or review and update existing statewide targets, for regional water resources management practices, including, but not limited to, recycled water, brackish groundwater desalination, and infiltration and direct use of urban stormwater runoff.

Chapter 6 Standardized Data Collection

SECTION 10608.52

- 10608.52.(a) The department, in consultation with the board, the California Bay-Delta Authority or its successor agency, the State Department of Public Health, and the Public Utilities Commission, shall develop a single standardized water use reporting form to meet the water use information needs of each agency, including the needs of urban water suppliers that elect to determine and report progress toward achieving targets on a regional basis as provided in subdivision (a) of Section 10608.28.
- (b) At a minimum, the form shall be developed to accommodate information sufficient to assess an urban water supplier's compliance with conservation targets pursuant to Section 10608.24 and an agricultural water supplier's compliance with implementation of efficient water management practices pursuant to subdivision (a) of Section 10608.48. The form shall accommodate reporting by urban water suppliers on an individual or regional basis as provided in subdivision (a) of Section 10608.28.

Chapter 7 Funding Provisions

Section 10608.56-10608.60

- 10608.56.(a) On and after July 1, 2016, an urban retail water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.
- (b) On and after July 1, 2013, an agricultural water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.

- (c) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for achieving the per capita reductions. The supplier may request grant or loan funds to achieve the per capita reductions to the extent the request is consistent with the eligibility requirements applicable to the water funds.
 - (d) Notwithstanding subdivision (b), the department shall determine that an agricultural water supplier is eligible for a water grant or loan even though the supplier is not implementing all of the efficient water management practices described in Section 10608.48, if the agricultural water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the efficient water management practices. The supplier may request grant or loan funds to implement the efficient water management practices to the extent the request is consistent with the eligibility requirements applicable to the water funds.
 - (e) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval documentation demonstrating that its entire service area qualifies as a disadvantaged community.
 - (f) The department shall not deny eligibility to an urban retail water supplier or agricultural water supplier in compliance with the requirements of this part and Part 2.8 (commencing with Section 10800), that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of the agencies participating in the project or plan is not implementing all of the requirements of this part or Part 2.8 (commencing with Section 10800).
- 10608.60.(a) It is the intent of the Legislature that funds made available by Section 75026 of the Public Resources Code should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for grants to implement this part. In the allocation of funding, it is the intent of the Legislature that the department give consideration to disadvantaged communities to assist in implementing the requirements of this part.
- (b) It is the intent of the Legislature that funds made available by Section 75041 of the Public Resources Code, should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for direct expenditures to implement this part.

Chapter 8 Quantifying Agricultural Water Use Efficiency

SECTION 10608.64

10608.64. The department, in consultation with the Agricultural Water Management Council, academic experts, and other stakeholders, shall develop a methodology for quantifying the efficiency of agricultural water use. Alternatives to be assessed shall include, but not be limited to, determination of efficiency levels based on crop type or irrigation system distribution uniformity. On or before December 31, 2011, the department shall report to the Legislature on a proposed methodology and a plan for implementation. The plan shall include the estimated implementation costs and the types of data needed to support the methodology. Nothing in this section authorizes the department to implement a methodology established pursuant to this section.



Appendix C: Public Notice of Hearing and Notice of Preparation Letters

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: UWMP /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

05/24, 05/31/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: May 31, 2021
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

RIVERSIDE CITY CLERK
3900 MAIN ST, 7TH FL
RIVERSIDE, CA 92522

Ad Number: 0011464021-01

P.O. Number:

Ad Copy:



CITY OF RIVERSIDE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Monday, June 14, 2021, at 6:30 p.m., or as soon thereafter as may be heard, the City of Riverside Board of Public Utilities will hold a virtual public hearing to receive comments on Riverside Public Utilities 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan. The California Urban Water Management Planning Act requires that each urban water supplier providing water for municipal purposes shall prepare and adopt its urban water management plan at least once every five years. The draft of the Urban Water Management Plan is available for review on the Riverside Public Utilities Website at www.riversidepublicutilities.com or by contacting Leo Ferrando at LFerrando@riversideca.gov or at (951) 826-5694 Riverside Public Utilities Water Resources Division.

The Public Hearing will be held by the Board of Public Utilities on the following date:

DATE: Monday, June 14, 2021
TIME: 6:30 p.m.
LOCATION: Virtual Public Hearing

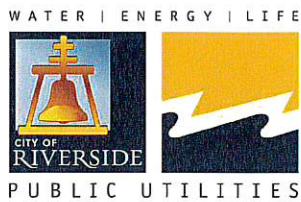
Live webcast of the virtual public hearing can be viewed at www.riversideca.gov/meeting. To call in a telephone public comment and to listen to the meeting live, call (669) 900-6833 and enter Meeting ID: 926 9699 1265 at 6:30 p.m. on Monday, June 14, 2021. eComments may be submitted until two hours before the meeting at www.riversideca.gov/meeting or email comments to CityClerk@riversideca.gov. Mail written statements to City Clerk, City Hall, 3900 Main Street, Riverside, CA 92522. Open caption viewing is available at www.WatchRiverside.com

Further details are available on the RPU website at RiversidePublicUtilities.com/about-rpu/board-public-hearings.asp. If you have any questions, please contact Customer Service at 951-782-0330.

EN ESPAÑOL: Para recibir una copia de este anuncio en español, por favor llámenos al 951-782-0330.

DONESIA GAUSE, MMC
City Clerk

Press-Enterprise: 5/24, 5/31



DATE: March 10, 2021

Sent Via email: RShaw@wmwd.com

Ryan Shaw
Deputy Director of Water Resources
Western Municipal Water District
4205 Meridian Parkway
Riverside, CA, 92518

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear Ryan Shaw,

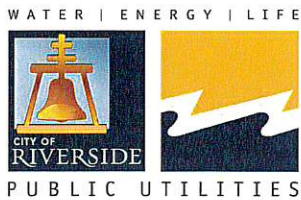
Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

Comments can be submitted before or at the public hearing for the 2020 UWMP on the RPU website, which is tentatively scheduled for June 14th, 2021, at the Board of Public Utilities. The details of the meeting can be found at the following link: <https://riversideca.legistar.com/Calendar.aspx>

If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager

A handwritten signature in blue ink, appearing to read 'Todd Corbin', is placed over the printed name.



DATE: March 10, 2021

Sent Via email: mcory@ci.colton.ca.us

Mike Cory
Director of Public Works and Utility Services
City of Colton
650 N La Cadena Drive
Colton, CA 92324

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

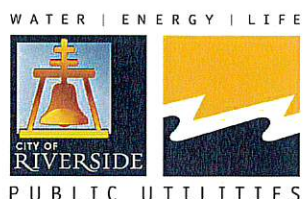
Dear Mike Cory,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: Tom.Moody@CoronaCA.gov

Tom Moody
General Manager
City of Corona Department of Water and Power
755 Corporation Yard Way
Corona, CA 92880

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Tom Moody,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin

RPU General Manager



DATE: April 12, 2021

Sent Via email: rbutler@jurupavalley.org

Rod Butler
City Manager
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear Rod Butler,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,

Todd M Corbin

Todd M Corbin (Apr 12, 2021 10:02 PDT)

Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: jthaipejr@lomalinda-ca.gov

T. Jarb Thaipejr
Public Works Director/ City Engineer
City of Loma Linda Public Works
25541 Barton Road
Loma Linda, CA 92354

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear T. Jarb Thaipejr,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: CBlais@ci.norco.ca.us

Chad Blais
Public Works Director
City of Norco Public Works
2870 Clark Avenue
Norco, CA 92860

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Chad Blais,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: gdobey@cityofredlands.org

Goutam K. Dobey
Municipal Utilities and Engineering Director
City of Redlands Municipal Utilities and Engineering
35 Cajon Street, Suite 15A
Redlands, CA 92373

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

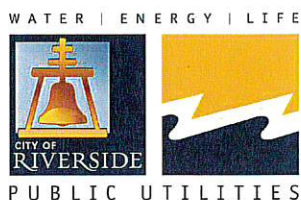
Dear Goutam K. Dobey,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: mtahan@rialtoca.gov

Michael Tahan, Interim
Public Works Director
City of Rialto Water and Wastewater Utilities
150 S. Palm Avenue
Rialto, CA 92376

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

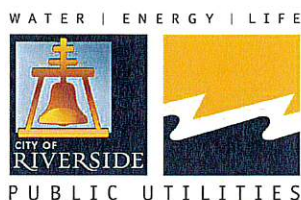
Dear Michael Tahan,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: MKopaskie-Brown@riversideca.gov

Mary Kopaskie-Brown
Planning Director
City of Riverside Planning Department
3900 Main St., 3rd floor
Riverside, CA 92501

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

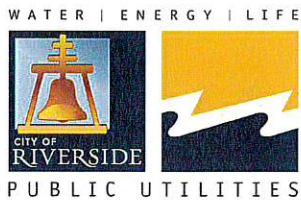
Dear Mary Kopaskie-Brown,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: miguel.guerrero@sbmwd.org

Miguel J. Guerrero
Director, Water Utility
City of San Bernardino Municipal Water Department
300 N. D. Street - 5th Floor
San Bernardino, CA 92418

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

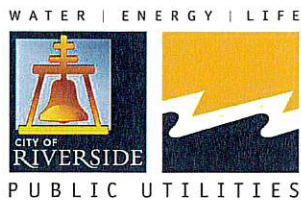
Dear Miguel J. Guerrero,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: jmura@eastvalley.org

John Mura
General Manager
East Valley Water District
3654 E. Highland Ave.,
Ste 18
Highland, CA 92346

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

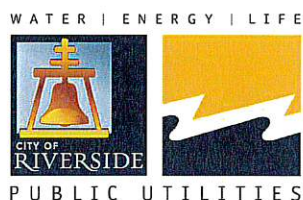
Dear John Mura,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: Kanetisn@emwd.org

Nick Kanetis
Deputy General Manager
Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92570

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

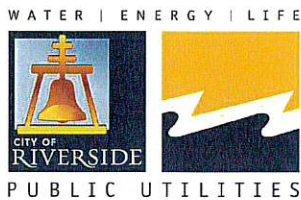
Dear Nick Kanetis,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: jvega@evmwd.net

John D. Vega
General Manager
Elsinore Valley Municipal Water District
(Meeks & Daley Water Company)
31315 Chaney Street
Lake Elsinore, CA 92530

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear John D. Vega,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: generalmanager@fontanawater.com

Josh Swift
General Manager
Fontana Water Company
15966 Arrow Blvd
Fontana, CA 92335

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

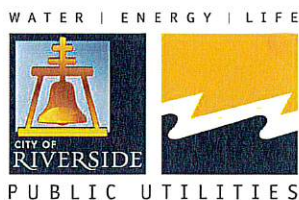
Dear Josh Swift,

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: BAIm@gagecanal.com

Ben Alms
General Manager
Gage Canal Company
7452 Dufferin Avenue
Riverside, CA 92504

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

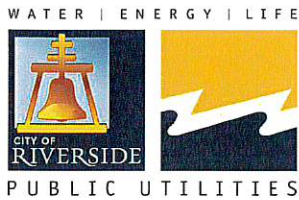
Dear Ben Alms,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: Hgcwd@yahoo.com

David Vigil
District Manager
Home Gardens County Water District
3832 North Grant Street
Corona, CA 92879

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

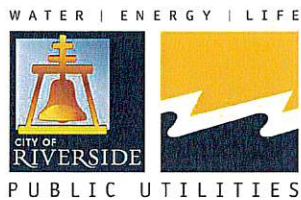
Dear David Vigil,

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: cberch@jcsd.us

Chris Berch
General Manager
Jurupa Community Services District
11201 Harrel Street
Mira Loma, CA 91752

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

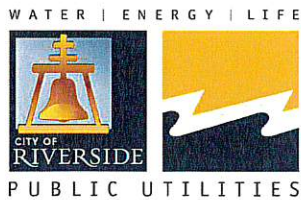
Dear Chris Berch,

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: stephanie.tang@ucr.edu

Stephanie Tang
Campus Environmental Planner
Planning, Design & Construction
University of California, Riverside
1223 University Ave. Suite 240
Riverside Ca 92507

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

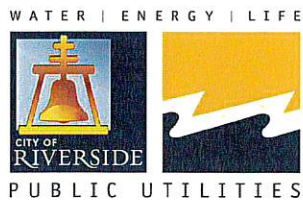
Dear Mary Stephanie Tang,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: fcexcsec@rcflood.org

Jason E. Uhley
General Manager-Chief Engineer
Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Jason E. Uhley,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: kbaez@rctlma.org

ken baez
Principal Planner (West County)
Riverside County Planning Department
P.O. Box 1409
Riverside, CA 92502-1409

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

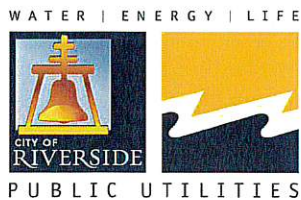
Dear ken baez,

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: dthough@rhwco.com

Don Hough
General Manager
Riverside Highland Water Company
12374 Michigan Street
Grand Terrace, CA 92313

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear Don Hough,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at corbin@riversideca.gov.

Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: jim@rcsd.org

Jeffrey D. Sims
General Manager
Rubidoux Community Services District
3590 Rubidoux Blvd.
Rubidoux, CA 92509

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Jeffrey D. Sims,

Notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP), in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. RPU expects to have a draft of the 2020 UWMP available for review in mid-May 2021 as a PDF on the RPU website.

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: hdyer@sbvmwd.com

Heather Dyer
General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

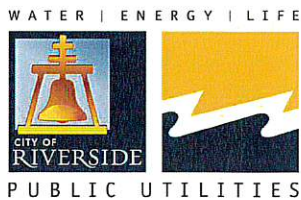
Dear Heather Dyer,

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: dcozad@sbvwcd.org

Daniel Cozad
General Manager
San Bernardino Valley Water Conservation District
1630 West Redlands Blvd.,
Suite A, P.O. Box 1839
Redlands, California 92373

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

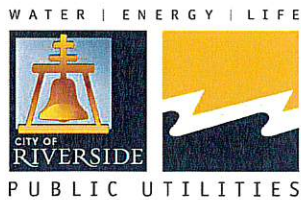
Dear Daniel Cozad,

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: stephanie.tang@ucr.edu

Stephanie Tang
Campus Environmental Planner
Planning, Design & Construction
University of California, Riverside
1223 University Ave. Suite 240
Riverside Ca 92507

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

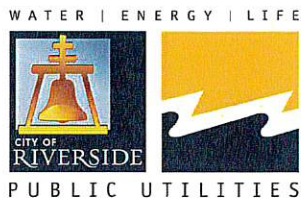
Dear Mary Stephanie Tang,

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Sincerely,
Todd Corbin
RPU General Manager



DATE: March 10, 2021

Sent Via email: ljadeski@wwwd.org

Linda Jadeski
General Manager
West Valley Water District
855 W. Base Line Road, P.O. Box 920
Rialto, CA 92377

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

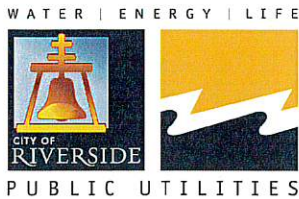
Dear Linda Jadeski,

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Sincerely,
Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: mcory@ci.colton.ca.us

Mike Cory
Director of Public Works and Utility Services
City of Colton
650 N La Cadena Drive
Colton, CA 92324

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Mike Cory,

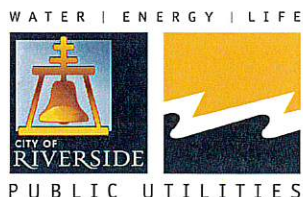
The second notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP) in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. the 2020 UWMP draft is available for review as a PDF on the RPU website.

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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: Tom.Moody@CoronaCA.gov

Tom Moody
General Manager
City of Corona Department of Water and Power
755 Corporation Yard Way
Corona, CA 92880

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Tom Moody,

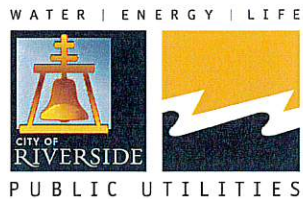
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: rbutler@jurupavalley.org

Rod Butler
City Manager
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Rod Butler,

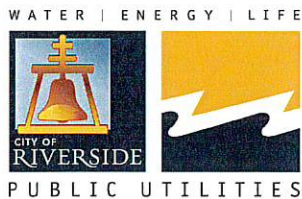
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: jthaipejr@lomalinda-ca.gov

T. Jarb Thaipejr
Public Works Director/ City Engineer
City of Loma Linda Public Works
25541 Barton Road
Loma Linda, CA 92354

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear T. Jarb Thaipejr,

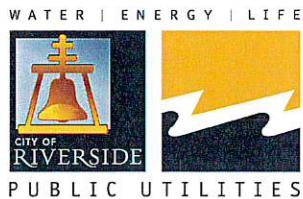
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: CBlais@ci.norco.ca.us

Chad Blais
Public Works Director
City of Norco Public Works
2870 Clark Avenue
Norco, CA 92860

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Chad Blais,

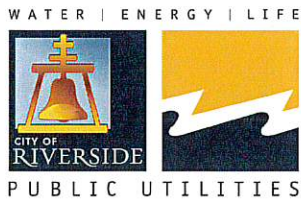
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: gdobey@cityofredlands.org

John R. Harris
Municipal Utilities and Engineering Director
City of Redlands Municipal Utilities and Engineering
35 Cajon Street, Suite 15A
Redlands, CA 92373

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear John R. Harris,

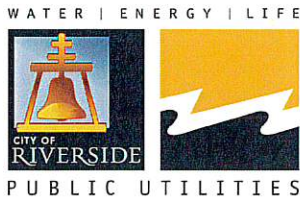
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<https://riversideca.legistar.com/Calendar.aspx>

If you have any questions or need additional information regarding this project, please do not hesitate to contact me. I can be reached at (951) 826-5772 or by e-mail at tcorbin@riversideca.gov.

Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: mtahan@rialtoca.gov

Michael Tahan, Interim
Public Works Director
City of Rialto Water and Wastewater Utilities
150 S. Palm Avenue
Rialto, CA 92376

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Michael Tahan,

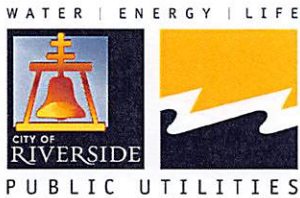
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: MKopaskie-Brown@riversideca.gov

Mary Kopaskie-Brown
Planning Director
City of Riverside Planning Department
3900 Main St., 3rd floor
Riverside, CA 92501

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Mary Kopaskie-Brown,

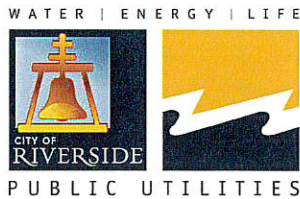
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: miguel.guerrero@sbmwd.org

Miguel J. Guerrero
Director, Water Utility
City of San Bernardino Municipal Water Department
300 N. D. Street - 5th Floor
San Bernardino, CA 92418

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Miguel J. Guerrero,

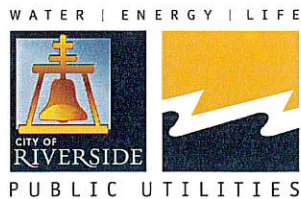
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: jmura@eastvalley.org

John Mura
General Manager
East Valley Water District
3654 E. Highland Ave.,
Ste 18
Highland, CA 92346

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear John Mura,

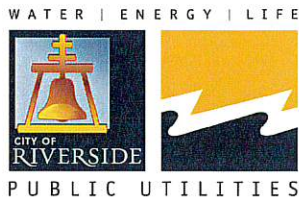
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: Kanetisn@emwd.org

Nick Kanetis
Deputy General Manager
Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92570

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear Nick Kanetis,

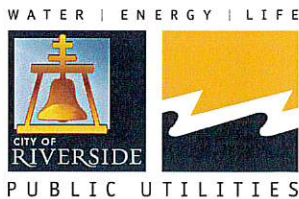
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: Greg.Thomas@evmwd.net

Greg Thomas
General Manager
Elsinore Valley Municipal Water District
(Meeks & Daley Water Company)
31315 Chaney Street
Lake Elsinore, CA 92530

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Greg Thomas,

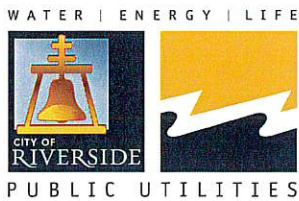
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: generalmanager@fontanawater.com

Josh Swift
General Manager
Fontana Water Company
15966 Arrow Blvd
Fontana, CA 92335

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Josh Swift,

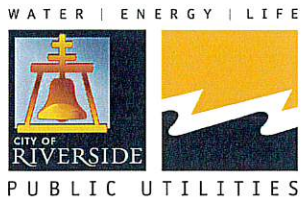
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: BAIm@gagecanal.com

Ben Alms
General Manager
Gage Canal Company
7452 Dufferin Avenue
Riverside, CA 92504

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Ben Alms,

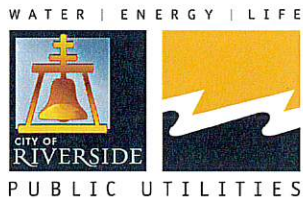
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Sincerely,


Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: Hgcwd@yahoo.com

David Vigil
District Manager
Home Gardens County Water District
3832 North Grant Street
Corona, CA 92879

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear David Vigil,

The second notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP) in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. the 2020 UWMP draft is available for review as a PDF on the RPU website.

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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: cberch@jcsd.us

Chris Berch
General Manager
Jurupa Community Services District
11201 Harrel Street
Mira Loma, CA 91752

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Chris Berch,

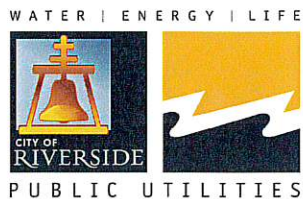
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Sincerely,


Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: fcexcsec@rcflood.org

Jason E. Uhley
General Manager-Chief Engineer
Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear Jason E. Uhley,

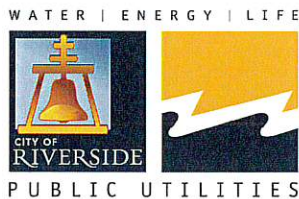
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: kbaez@rctlma.org

ken baez
Principal Planner (West County)
Riverside County Planning Department
P.O. Box 1409
Riverside, CA 92502-1409

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear ken baez,

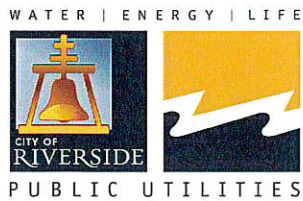
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: dthough@rhwco.com

Don Hough
General Manager
Riverside Highland Water Company
12374 Michigan Street
Grand Terrace, CA 92313

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Don Hough,

The second notice is hereby given that the City of Riverside Public Utilities Department (RPU) is in the process of preparing its 2020 Urban Water Management Plan (UWMP) in accordance with the Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code. the 2020 UWMP draft is available for review as a PDF on the RPU website.

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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: jsim@rcsd.org

Jeffrey D. Sims
General Manager
Rubidoux Community Services District
3590 Rubidoux Blvd.
Rubidoux, CA 92509

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Jeffrey D. Sims,

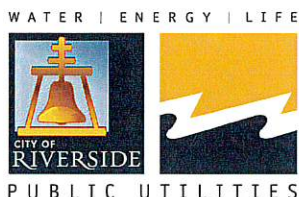
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: hdyer@sbnmwd.com

Heather Dyer
General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Heather Dyer,

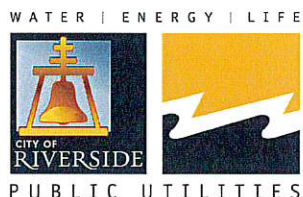
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: dcozad@sbvwcd.org

Daniel Cozad
General Manager
San Bernardino Valley Water Conservation District
1630 West Redlands Blvd.,
Suite A, P.O. Box 1839
Redlands, California 92373

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear Daniel Cozad,

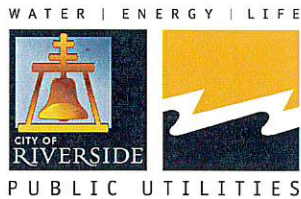
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: RShaw@wmwd.com

Ryan Shaw
Deputy Director of Water Resources
Western Municipal Water District
4205 Meridian Parkway
Riverside, CA, 92518

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear Ryan Shaw,

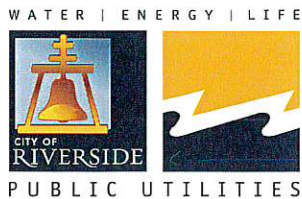
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: stephanie.tang@ucr.edu

Stephanie Tang
Campus Environmental Planner
Planning, Design & Construction
University of California, Riverside
1223 University Ave. Suite 240
Riverside Ca 92507

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear Mary Stephanie Tang,

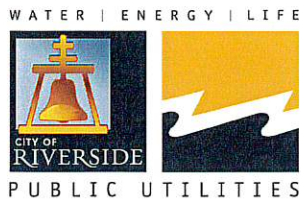
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: ljadeski@wwwd.org

Linda Jadeski
General Manager
West Valley Water District
855 W. Base Line Road, P.O. Box 920
Rialto, CA 92377

SUBJECT: Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan

Dear Linda Jadeski,

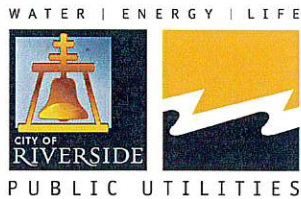
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Sincerely,

Todd Corbin
RPU General Manager



DATE: June 1, 2021

Sent Via email: RShaw@wmwd.com

Ryan Shaw
Deputy Director of Water Resources
Western Municipal Water District
4205 Meridian Parkway
Riverside, CA, 92518

SUBJECT: **Notice of Preparation of the Riverside Public Utilities' 2020 Urban Water Management Plan**

Dear Ryan Shaw,

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Sincerely,

Todd Corbin
RPU General Manager

D

Appendix D: Climate Change Vulnerability Checklist

Climate Change Vulnerability Checklist

Changes related to climate change in the IRWM guidelines made between the 2010 and 2012 versions need to be addressed. The new IRWM plan must include a list of prioritized vulnerabilities based on the vulnerability assessment checklist as well as a plan, program, or methodology for further data gathering and analysis of the prioritized vulnerabilities. Below is the vulnerability assessment checklist for the Upper Santa Ana River IRWM planning area.

Water Demand:

Are there major industries that require cooling/processed water in your planning region?

- The Mountain View power plant brings power to more than 685,000 homes. This high energy output requires the plant to utilize municipal effluent as well as ground water for cooling. The facility loses 3,300 gallons of water per minute to evaporation from the cooling towers, but for every pound of water that evaporates approximately 1,000 BTUs of heat are extracted. It also has a water treatment plant on site that recovers 75-80% of water that would normally have been disposed of. This recycling process has kept Redlands waste water fees at some of the lowest levels in the state. Despite the fact that the plant uses thirty percent less energy compared to other plants, it is the highest polluting power plant in the state; producing 1.85 million metric tons of carbon dioxide per year.

Does water use vary by more than 50% seasonally in parts of your region?

- The Inland Empire climate varies greatly from summer to winter, and therefore water demand varies accordingly. There is a greater demand for irrigation needs during the hotter season that drives up the per capita water use.

Are crops in your region climate sensitive? Would shifts in daily heat patterns, such as how long heat lingers before night-time cooling, be prohibitive for some crops?

- Citrus trees are not tolerable of below freezing temperatures. Colder winters with freezing nights have the potential to cause significant damage to citrus crops. In response to higher temperatures, evapotranspiration rates of the plants may increase, requiring more water to be used on warmer days

Do groundwater supplies in your region lack resiliency after drought events?

- Typically groundwater supplies do not lack resiliency because groundwater is replenished and stored in wet years.

Are water use curtailment measures effective in your region?

- Conservation efforts in the area include The Water Conservation Education Program, Weather Based Irrigation Controllers Program, “climate appropriate” plant promotion with Home Depot stores and other stores and nurseries, and the water conservation demonstration garden at California State University San Bernardino. These programs have begun to address the conservation needs of the area without implementing direct curtailment measures. Commercial, industrial, and institutional water reduction plans are also in place.

Are some in stream flow requirements in your region either currently insufficient to support aquatic life, or occasionally unmet?

- The in stream flows are sufficient to support aquatic life because natural flows are augmented by Publically Owned Treatment Works flows that are highly treated.

Water Supply:

Does a portion of the water supply in your region come from snowmelt?

- The water supply in the region does not come from snowmelt.

Does part of your region rely on water diverted from the Delta, imported from the Colorado River or imported from other climate-sensitive systems outside of your region?

- State Water Project water has been made available to East Valley. The water for the region is currently 57% ground water, 24% State Water Project water, 17% surface water, and 2% recycled water. The region does not rely on any water imported from the Colorado River.

Does part of your region rely of coastal aquifers? Has salt intrusion been a problem in the past?

- The region does not rely on coastal aquifers, but salt intrusion could affect the function of the State Water Project, which could ultimately have an impact on water supplies.

Would your region have difficulty in storing carryover supply surpluses from year to year?

- The region would only have issues storing surplus water in times when the basins are already saturated.

Has your region faced a drought in the past during which it failed to meet local water demands?

- The region has not faced a drought in which it was unable to meet local water demands.

Does your region have invasive species management issues at your facilities, along conveyance structures, or in habitat areas?

- The region has two invasive species, the Giant Reed and the Tamarisk Annual Grass. The Giant Reed was introduced in California in the 1820's in an attempt to help control erosion, but has since become an invasive plant. It has increased the fire fuel by 30% in the Santa Ana Basin area and also has the potential to cause major issues during floods. In addition to these issues, the Giant Reed uses 56,200 acre-ft per year in the Santa Ana River, decreasing the amount of water available to the population. Tamarisk was introduced as an ornamental planet, but has become invasive as it absorbs a large amount of water and creates salt deposits. Its seeds are dispersed by wind, have no dormancy requirements, and have a 24 hour germination period, allowing it to spread quickly and easily.

Water Quality:

Are increased wildfires a threat in your region? If so, does your region include reservoirs with fire-susceptible vegetation nearby which could pose a water quality concern from increased erosion?

- Wildfires are a threat in the region, especially during dry summers.

Does part of your region rely on surface water bodies with current or recurrent water quality issues related to eutrophication, such as low dissolved oxygen or algal blooms? Are there other water quality constituents potentially exacerbated by climate change?

- Big Bear Lake has had issues with high nitrogen and nutrient levels that promote algal growth. Although the lake is no longer a main water supply source, its contaminant levels affect recreational activity. The Middle Santa Anna River Watershed has been found to have issues with pathogens and high coliform count.

Are seasonal low flows decreasing for some water bodies in your region? If so, are the reduced flows limiting the water bodies' assimilative capacity?

- Flow levels for the water bodies in the region have been consistent with weather conditions.

Are there beneficial uses designated for some water bodies in your region that cannot always be met due to water quality issues?

- Big Bear Lake is a popular recreational area for swimming, boating and fishing in the San Bernardino Mountains. It was originally created by Bear Valley Mutual Water Company to serve as a storage reservoir in order to provide agricultural water to the customers downstream. Big Bear Lake faces many water quality issues that have the potential to affect its recreational uses. In 1990 Big Bear Lake was added to California's list of impaired water bodies by the Santa Ana Regional Water Quality Control Board. A Total Maximum Daily Load was implemented in 2007 in order to protect the lake's beneficial uses. Various water bodies in the Middle Santa Ana River Watershed were also added to the list of impaired water bodies in 1994 because the fecal coliform objective was exceeded, ultimately affecting the water contact recreation of the area. The table below lists the pollutants affecting the Big Bear Lake Watershed and the Middle Santa Ana Watershed.

Table 7: Pollutants Effecting Water bodies

Santa Ana Region Pollutants	
Water Body	Pollutants
Big Bear Lake Watershed	
Big Bear Lake	Metals, Noxious aquatic plants and Nutrients, Sedimentation/Siltation, and Mercury
Grout Creek	Metals and Nutrients
Knickerbocker Creek	Metals and Pathogens
Rathbone Creek	Nutrients and Sedimentation/Siltation
Summit Creek	Nutrients
Middle Santa Ana River Watershed	
Chino Creek, Reach 1	Pathogens
Chino Creek, Reach 2	High Coliform Count
Cucamonga Creek, Valley Ranch	High Coliform Count
Mill Creek (Prado Area)	Pathogens
Santa Ana River, Reach 3	Pathogens and Nitrate
Prado Park Lake	Pathogens

Does part of your region currently observe water quality shifts during rain events that impact treatment facility operation?

- The region does not observe water quality shifts during rain events that impact water treatment facility operations.

Sea Level Rise:

Has coastal erosion already been observed in your region?

- Coastal erosion has not been observed in the region.

Are there coastal structures, such as levees or breakwaters, in your region?

- There are no coastal structures in the region.

Is there significant coastal infrastructure, such as residences, recreation, water and wastewater treatment, tourism, and transportation at less than six feet above mean sea level in your region?

- There is no infrastructure less than six feet above mean sea level.

Are there climate-sensitive low-lying coastal habitats in your region?

- There are no climate-sensitive low-lying coastal habitats in the region.

Are there areas in your region that currently flood during extreme high tides or storm surges?

- There are no areas in the region that flood during extreme high tides or storm surges do to coastal waters.

Is there land subsidence in the coastal area of your region?

- There is no land subsidence in the coastal area of the region.

Do tidal gauges along the coastal parts of your region show an increase over the past several decades?

- There are no coastal parts in the region.

Flooding:

Does critical infrastructure in your region lie within the 200-year floodplain?

- The 200-year floodplain is not available at this time, but infrastructure such as Crafton Elementary School lies in the 100 year floodplain provided by FEMA for The Zanja as well as many buildings along the Santa Ana.

Does part of your region lie within the Sacramento-San Joaquin Drainage District?

- The region does not lie within the Sacramento-San Joaquin Drainage District.

Does aging critical flood protection infrastructure exist in your region?

- Flood protection in the area has been in place for several decades, but improvements have been made in the last decade. The federal Santa Ana River Mainstream project includes the Seven Oaks Dam, Prado Dam, and other flood control facilities along the Santa Ana River, which provide flood protection to the residents of San Bernardino, Riverside, and Orange Counties. The Seven Oaks Dam was completed in 1999 and the construction of the SAR project began in 1989.

Have flood control facilities (such as impoundment structures) been insufficient in the past?

- Flood control facilities have failed as recently as December 2010, when several creeks and debris basins overflowed and flooded the City of Highland.

Are wildfires a concern in parts of your region?

- Wildfires have always been a concern for the region. An example would be the Old Fire in 2003, which burned 91,281 acres, destroyed 993 homes, and killed 6 people. During this incident The East Valley Water District advised residents in certain areas to boil water for drinking and eating in order to ensure that the water was safe to drink.

Ecosystem and Habitat Vulnerability:

Does your region include inland or coastal aquatic habitats vulnerable to erosion and sedimentation issues?

- The region does not include inland or coastal aquatic habitats vulnerable to erosion.

Does your region include estuarine habitats which rely on seasonal freshwater flow patterns?

- The region does not include estuarine habitats.

Do climate-sensitive fauna or flora populations live in your region?

- Climate sensitive plants live in the region.

Do endangered or threatened species exist in your region? Are changes in species distribution already being observed in parts of your region?

- Endangered species live in the region.

Does the region rely on aquatic or water-dependent habitats for recreation or other economic activities?

- The region does rely on aquatic habitats for recreational purposes, as is the case for Big Bear Lake and Middle Santa Ana.

Are there rivers in your region with quantified environmental flow requirements or known water quality/quantity stressors to aquatic life?

- There are rivers in the region with water quality stressors such as Middle Santa Ana.

Do estuaries, coastal dunes, wetlands, marshes, or exposed beaches exist in your region? If so, are coastal storms possible/frequent in your region?

- Exposed coastal areas do not exist in the region.

Does your region include one or more of the habitats described in the Endangered Species Coalition's Top 10 habitats vulnerable to climate change?

- The region does not include any of the habitats described in the Endangered Species Coalition's Top 10 habitats vulnerable to climate change.

Are there areas of fragmented estuarine, aquatic, or wetland wildlife habitat within your region? Are there movement corridors for species to naturally migrate? Are there infrastructure projects planned that might preclude species movement?

- The region is not aware of fragmented wildlife habitat within the region, or infrastructure projects planned that might preclude species movement.

Hydropower:

Is hydropower a source of electricity in your region?

- The hydropower stations located in the area include the Santa Ana No 1 & 2, Mill Creek No 2 & 3, San Geronio, and Lytle Creek. These stations are owned and operated by the Southern California Edison Company and produce 12.63 MW of electricity. Below lists the generating capacity of each location.

Hydropower Station Capacity	
Hydropower Station	Generating Capacity (MW)
Santa Ana No 1 & 2	6.3
Mill Creek No 1 & 2	3.23
San Gorgonio	2.63
Lytle Creek	0.45
Devil Canyon	276.46
Fontana Sandhill WTP Hydropower Facility	0.31

Are energy needs in your region expected to increase in the future? If so, are there future plans for hydropower generating facilities or conditions for hydropower generation in your region?

- There are currently no future plans for more hydropower generation facilities in the region.

The above checklist demonstrates the areas for which the region is most vulnerable.

E

Appendix E: AWWA Water Audits

AWWA WLCC Free Water Audit Software: Reporting Worksheet

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WAS v4.2

[Back to Instructions](#)

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Water Audit Report for: **Riverside Public Utilities**

Reporting Year: **2014/2015** 7/2014 - 6/2015

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: **ACRE-FEET PER YEAR**

WATER SUPPLIED

<< Enter grading in column 'E'

Volume from own sources:	?	8	70,135.000	acre-ft/yr
Master meter error adjustment (enter positive value):	?	9	0.000	acre-ft/yr
Water imported:	?	10	0.000	acre-ft/yr
Water exported:	?	9	5,279.000	acre-ft/yr
WATER SUPPLIED:			64,856.000	acre-ft/yr

AUTHORIZED CONSUMPTION

Billed metered:	?	10	59,265.000	acre-ft/yr
Billed unmetered:	?	10	0.000	acre-ft/yr
Unbilled metered:	?	8	2,785.000	acre-ft/yr
Unbilled unmetered:	?	9	51.000	acre-ft/yr

Click here: [?](#)
for help using option
buttons below

Pcnt: ☐ Value: ☐ 51.000

Use buttons to select
percentage of water supplied
OR
value

AUTHORIZED CONSUMPTION: [?](#) 62,101.000 acre-ft/yr

WATER LOSSES (Water Supplied - Authorized Consumption)

2,755.000 acre-ft/yr

Apparent Losses

Unauthorized consumption: [?](#) 162.140 acre-ft/yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	?	9	155.514	acre-ft/yr
Systematic data handling errors:	?	8	150.000	acre-ft/yr

Apparent Losses: [?](#) 467.654

Pcnt: ☒ 0.25% Value: ☐

0.25% ☒

Choose this option to
enter a percentage of
billed metered
consumption. This is
NOT a default value

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: [?](#) 2,287.346 acre-ft/yr

WATER LOSSES: 2,755.000 acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: [?](#) 5,591.000 acre-ft/yr

= Total Water Loss + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	?	10	955.2	miles
Number of active AND inactive service connections:	?	9	65,951	
Connection density:			69	conn./mile main
Average length of customer service line:	?	10	0.0	ft (pipe length between curbstop and customer meter or property boundary)
Average operating pressure:	?	5	82.0	psi

COST DATA

Total annual cost of operating water system:	?	10	\$15,014,894	\$/Year
Customer retail unit cost (applied to Apparent Losses):	?	8	\$2.22	\$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses):	?	8	\$109.00	\$/acre-ft

PERFORMANCE INDICATORS

Financial Indicators

Non-revenue water as percent by volume of Water Supplied:	8.6%
Non-revenue water as percent by cost of operating system:	6.7%
Annual cost of Apparent Losses:	\$452,236
Annual cost of Real Losses:	\$249,321

Operational Efficiency Indicators

Apparent Losses per service connection per day:	6.33	gallons/connection/day
Real Losses per service connection per day*:	30.96	gallons/connection/day
Real Losses per length of main per day*:	N/A	
Real Losses per service connection per day per psi pressure:	0.38	gallons/connection/day/psi
? Unavoidable Annual Real Losses (UARL):	1,383.31	acre-feet/year
From Above, Real Losses = Current Annual Real Losses (CARL):	2,287.35	acre-feet/year
? Infrastructure Leakage Index (ILI) [CARL/UARL]:	1.65	

* only the most applicable of these two indicators will be calculated

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 84 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Unauthorized consumption

3: Unbilled metered

[For more information, click here to see the Grading Matrix worksheet](#)



AWWA Free Water Audit Software: Reporting Worksheet

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Water Audit Report for: **Riverside Public Utilities**

Reporting Year: **2016** 1/2016 - 12/2016

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: ACRE-FEET PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources: + ? 7 67,683.000 acre-ft/yr
Water imported: + ? n/a 0.000 acre-ft/yr
Water exported: + ? 5 8,505.000 acre-ft/yr

Master Meter and Supply Error Adjustments

Pcnt: Value:
-0.02% 9 0.000 acre-ft/yr
16.00% 5 0.000 acre-ft/yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 60,364.643 acre-ft/yr

AUTHORIZED CONSUMPTION

Billed metered: + ? 6 53,963.000 acre-ft/yr
Billed unmetered: + ? n/a 0.000 acre-ft/yr
Unbilled metered: + ? 10 2,285.000 acre-ft/yr
Unbilled unmetered: + ? 8 26.239 acre-ft/yr

Click here: ?
for help using option
buttons below

Pcnt: Value:
26.239 acre-ft/yr

Use buttons to select
percentage of water
supplied
OR
value

AUTHORIZED CONSUMPTION: 56,274.239 acre-ft/yr

WATER LOSSES (Water Supplied - Authorized Consumption)

4,090.404 acre-ft/yr

Apparent Losses

Unauthorized consumption: + ? 5 150.912 acre-ft/yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies: + ? 3 1,442.256 acre-ft/yr
Systematic data handling errors: + ? 5 134.908 acre-ft/yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 1,728.076 acre-ft/yr

Pcnt: Value:
0.25% 0.000 acre-ft/yr

2.50% 0.000 acre-ft/yr
0.25% 0.000 acre-ft/yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: ? **2,362.328** acre-ft/yr

WATER LOSSES: 4,090.404 acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: 6,401.643 acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: + ? 9 923.6 miles
Number of active AND inactive service connections: + ? 9 70,320
Service connection density: ? 76 conn./mile main

Are customer meters typically located at the curbstop or property line?

Yes

Average length of customer service line: + ? (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: + ? 7 89.0 psi

COST DATA

Total annual cost of operating water system: + ? 10 \$37,007,740 \$/Year
Customer retail unit cost (applied to Apparent Losses): + ? 10 \$1.62 \$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses): + ? 5 \$85.43 \$/acre-ft ☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 69 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Customer metering inaccuracies

3: Billed metered



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Water Audit Report for: **Riverside Public Utilities**

Reporting Year: **2017** 1/2017 - 12/2017

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: ACRE-FEET PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

<----- Enter grading in column 'E' and 'J' ----->

WATER SUPPLIED

Volume from own sources: + ? 7 72,336.000 acre-ft/yr
Water imported: + ? n/a 0.000 acre-ft/yr
Water exported: + ? 7 8,175.000 acre-ft/yr

Master Meter and Supply Error Adjustments

Pcnt: Value:
+ ? 9 -1.20% ☒ ☐ acre-ft/yr
+ ? ☒ ☐ acre-ft/yr
+ ? 5 0.50% ☒ ☐ acre-ft/yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: **65,080.247** acre-ft/yr

AUTHORIZED CONSUMPTION

Billed metered: + ? 6 56,974.000 acre-ft/yr
Billed unmetered: + ? n/a 0.000 acre-ft/yr
Unbilled metered: + ? 10 43.000 acre-ft/yr
Unbilled unmetered: + ? 8 0.514 acre-ft/yr

Click here: ?
for help using option
buttons below

Pcnt: Value:
☐ ☒ 0.514 acre-ft/yr

Use buttons to select
percentage of water
supplied
OR
value

AUTHORIZED CONSUMPTION: ? **57,017.514** acre-ft/yr

WATER LOSSES (Water Supplied - Authorized Consumption)

8,062.732 acre-ft/yr

Apparent Losses

Unauthorized consumption: + ? 5 162.701 acre-ft/yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies: + ? 3 1,461.974 acre-ft/yr
Systematic data handling errors: + ? 5 142.435 acre-ft/yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: ? **1,767.110** acre-ft/yr

Pcnt: Value:
0.25% ☒ ☐ acre-ft/yr

2.50% ☒ ☐ acre-ft/yr
0.25% ☒ ☐ acre-ft/yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: ? **6,295.622** acre-ft/yr

WATER LOSSES: **8,062.732** acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: ? **8,106.247** acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: + ? 9 1,028.8 miles
Number of active AND inactive service connections: + ? 10 71,029
Service connection density: ? 69 conn./mile main

Are customer meters typically located at the curbside or property line?

Yes

Average length of customer service line: + ? (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: + ? 7 89.0 psi

COST DATA

Total annual cost of operating water system: + ? 10 \$39,043,646 \$/Year
Customer retail unit cost (applied to Apparent Losses): + ? 9 \$1.64 \$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses): + ? 5 \$85.81 \$/acre-ft ☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 70 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Customer metering inaccuracies

3: Billed metered



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Water Audit Report for: **Riverside Public Utilities**

Reporting Year: **2018** 1/2018 - 12/2018

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: ACRE-FEET PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources: + ? 9 72,975.000 acre-ft/yr
Water imported: + ? n/a 0.000 acre-ft/yr
Water exported: + ? 9 7,513.000 acre-ft/yr

Master Meter and Supply Error Adjustments

Pcnt: Value:
+ ? 6 -0.90% 0.000 acre-ft/yr
+ ? 6 0.00% 0.000 acre-ft/yr
+ ? 6 0.00% 0.000 acre-ft/yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 66,124.740 acre-ft/yr

AUTHORIZED CONSUMPTION

Billed metered: + ? 7 59,396.000 acre-ft/yr
Billed unmetered: + ? n/a 0.000 acre-ft/yr
Unbilled metered: + ? 9 64.740 acre-ft/yr
Unbilled unmetered: + ? 9 72.934 acre-ft/yr

Click here: ?
for help using option
buttons below

Pcnt: Value:
0.25% 72.934 acre-ft/yr

Use buttons to select
percentage of water
supplied
OR
value

AUTHORIZED CONSUMPTION: 59,533.674 acre-ft/yr

WATER LOSSES (Water Supplied - Authorized Consumption)

Apparent Losses

Unauthorized consumption: + ? 5 165.312 acre-ft/yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies: + ? 6 1,953.670 acre-ft/yr
Systematic data handling errors: + ? 5 148.490 acre-ft/yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 2,267.472 acre-ft/yr

Pcnt: Value:
0.25% 1,953.670 acre-ft/yr

0.25% 1,953.670 acre-ft/yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: ? 4,323.593 acre-ft/yr

WATER LOSSES: 6,591.065 acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: 6,728.740 acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: + ? 9 1,005.3 miles
Number of active AND inactive service connections: + ? 10 70,086
Service connection density: ? 70 conn./mile main

Are customer meters typically located at the curbside or property line?

Average length of customer service line: + ?

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: + ? 9 89.0 psi

(length of service line, beyond the property
boundary, that is the responsibility of the utility)

COST DATA

Total annual cost of operating water system: + ? 10 \$41,125,756 \$/Year
Customer retail unit cost (applied to Apparent Losses): + ? 9 \$1.63 \$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses): + ? 7 \$124.85 \$/acre-ft ☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 81 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Billed metered

3: Customer metering inaccuracies



AWWA Free Water Audit Software: Reporting Worksheet

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Water Audit Report for: **Riverside Public Utilities (CA3310031)**
Reporting Year: **2019** **1/2019 - 12/2019**

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: ACRE-FEET PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources: 9 66,731.000 acre-ft/yr
Water imported: n/a acre-ft/yr
Water exported: 9 6,619.000 acre-ft/yr

Master Meter and Supply Error Adjustments

Pcnt: 6 -0.70% ☐ ☐ ☐ ☐ acre-ft/yr
Value: acre-ft/yr
Pcnt: 6 -0.20% ☐ ☐ ☐ ☐ acre-ft/yr
Value: acre-ft/yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: **60,569.145** acre-ft/yr

AUTHORIZED CONSUMPTION

Billed metered: 7 54,786.000 acre-ft/yr
Billed unmetered: n/a acre-ft/yr
Unbilled metered: 9 86.640 acre-ft/yr
Unbilled unmetered: 9 99.990 acre-ft/yr

AUTHORIZED CONSUMPTION: **54,972.630** acre-ft/yr

Click here: ?
for help using option
buttons below

Pcnt: ☐ ☒ ☐ ☐ Value: 99.990 acre-ft/yr

Use buttons to select
percentage of water supplied
OR
value

WATER LOSSES (Water Supplied - Authorized Consumption)

5,596.515 acre-ft/yr

Apparent Losses

Unauthorized consumption: **151.423** acre-ft/yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies: 7 498.339 acre-ft/yr
Systematic data handling errors: 5 136.965 acre-ft/yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: **786.727** acre-ft/yr

Pcnt: 0.25% ☐ ☒ ☐ ☐ Value: acre-ft/yr

0.90% ☐ ☒ ☐ ☐ Value: acre-ft/yr
0.25% ☐ ☒ ☐ ☐ Value: acre-ft/yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: **4,809.789** acre-ft/yr

WATER LOSSES: **5,596.515** acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: **5,783.145** acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: 9 993.6 miles
Number of active AND inactive service connections: 10 70,118
Service connection density: **71** conn./mile main

Are customer meters typically located at the curbstop or property line? Yes

Average length of customer service line:

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: 9 86.1 psi

(length of service line, beyond the property boundary,
that is the responsibility of the utility)

COST DATA

Total annual cost of operating water system: 10 \$47,124,070 \$/Year
Customer retail unit cost (applied to Apparent Losses): 10 \$1.67 \$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses): 8 \$137.82 \$/acre-ft ☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 83 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Billed metered

3: Unauthorized consumption

F

Appendix F: SB X7-7 Tables Demonstrating GPCD Calculation

SB X7-7 Table 0: Units of Measure Used in 2020 UWMP*

(select one from the drop down list)

Acre Feet

**The unit of measure must be consistent throughout the UWMP, as reported in Submittal Table 2-3.*

NOTES:

SB X7-7 Table 2: Method for 2020 Population Estimate

Method Used to Determine 2020 Population
(may check more than one)

☐

**1. Department of Finance (DOF) or
American Community Survey (ACS)**

☒

2. Persons-per-Connection Method

☒

3. DWR Population Tool

☐

4. Other
DWR recommends pre-review

NOTES:

SB X7-7 Table 3: 2020 Service Area Population	
--	--

2020 Compliance Year Population	
--	--

2020	310,554
-------------	---------

310,554

NOTES:

SB X7-7 Table 4: 2020 Gross Water Use

Compliance Year 2020	2020 Volume Into Distribution System <i>This column will remain blank until SB X7-7 Table 4-A is completed.</i>	2020 Deductions					2020 Gross Water Use
		Exported Water *	Change in Dist. System Storage* (+/-)	Indirect Recycled Water <i>This column will remain blank until SB X7-7 Table 4-B is completed.</i>	Water Delivered for Agricultural Use*	Process Water <i>This column will remain blank until SB X7-7 Table 4-D is completed.</i>	
	65,806			-		-	65,806

* Units of measure (AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.

NOTES:

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s), Meter Error Adjustment

Complete one table for each source.

Name of Source		Groundwater	
This water source is (check one) :			
<input checked="" type="checkbox"/>	The supplier's own water source		
<input type="checkbox"/>	A purchased or imported source		
Compliance Year 2020	Volume Entering Distribution System ¹	Meter Error Adjustment ² <i>Optional</i> (+/-)	Corrected Volume Entering Distribution System
	65,806	-	65,806
¹ Units of measure (AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.			
² Meter Error Adjustment - See guidance in Methodology 1, Step 3 of Methodologies Document			
NOTES			

SB X7-7 Table 5: 2020 Gallons Per Capita Per Day (GPCD)		
2020 Gross Water <i>Fm SB X7-7 Table 4</i>	2020 Population <i>Fm</i> <i>SB X7-7 Table 3</i>	2020 GPCD
65,806	310,554	189
NOTES:		

SB X7-7 Table 9: 2020 Compliance

Actual 2020 GPCD ¹	Optional Adjustments to 2020 GPCD					2020 Confirmed Target GPCD ^{1, 2}	Did Supplier Achieve Targeted Reduction for 2020?
	Enter "0" if Adjustment Not Used			TOTAL Adjustments ¹	Adjusted 2020 GPCD ¹ <i>(Adjusted if applicable)</i>		
	Extraordinary Events ¹	Weather Normalization ¹	Economic Adjustment ¹				
189	-	-	-	-	189	213	YES

¹ All values are reported in GPCD

² **2020 Confirmed Target GPCD** is taken from the Supplier's SB X7-7 Verification Form Table SB X7-7, 7-F.

NOTES:



Appendix G: Standard DWR Submittal Tables

Submittal Table 2-1 Retail Only: Public Water Systems

Public Water System Number	Public Water System Name	Number of Municipal Connections 2020	Volume of Water Supplied 2020 *
<i>Add additional rows as needed</i>			
3310031	City of Riverside Public Utilities	66,120	65,806
TOTAL		66,120	65,806
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.			
NOTES:			

Submittal Table 2-2: Plan Identification			
Select Only One	Type of Plan		Name of RUWMP or Regional Alliance <i>if applicable</i> (select from drop down list)
<input checked="" type="checkbox"/>	Individual UWMP		
	<input type="checkbox"/>	Water Supplier is also a member of a RUWMP	
	<input type="checkbox"/>	Water Supplier is also a member of a Regional Alliance	
<input type="checkbox"/>	Regional Urban Water Management Plan (RUWMP)		
NOTES:			

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

Submittal Table 2-4 Retail: Water Supplier Information Exchange
The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631.
Wholesale Water Supplier Name
<i>Add additional rows as needed</i>
Western Municipal Water District
NOTES:

Submittal Table 2-4 Wholesale: Water Supplier Information Exchange (select one)

Supplier has informed more than 10 other water suppliers of water supplies available in accordance with Water Code Section 10631. Completion of the table below is optional. If not completed, include a list of the water suppliers that were informed.

Provide page number for location of the list.



Supplier has informed 10 or fewer other water suppliers of water supplies available in accordance with Water Code Section 10631.

Complete the table below.

Water Supplier Name

Add additional rows as needed

Western Municipal Water District

City of Norco

NOTES:

Submittal Table 3-1 Retail: Population - Current and Projected						
Population Served	2020	2025	2030	2035	2040	2045(<i>opt</i>)
	310,554	321,896	333,652	345,838	358,468	371,560
NOTES:						

Submittal Table 4-1 Retail: Demands for Potable and Non-Potable¹ Water - Actual

Use Type	2020 Actual		
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	Level of Treatment When Delivered Drop down list	Volume ²
Add additional rows as needed			
Single Family		Drinking Water	34,250
Multi-Family		Drinking Water	6,159
Commercial		Drinking Water	12,067
Landscape		Drinking Water	4,166
Agricultural irrigation		Drinking Water	1,394
Other	Fire, Temporary, Special Service	Drinking Water	289
Losses	Potable Losses	Drinking Water	7,382
Other	GCC (Upper)	Raw Water	6,782
Other	GCC (Lower)	Raw Water	3,176
Other	Overlying Uses	Raw Water	867
Other	WMWD	Raw Water	428
Other	Irrigation Losses	Raw Water	597
TOTAL			77,557
¹ Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4. Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.			
NOTES:			

Submittal Table 4-1 Wholesale: Demands for Potable and Non-Potable¹ Water - Actual

Use Type	2020 Actual		
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUE data online submittal tool	Additional Description (as needed)	Level of Treatment When Delivered Drop down list	Volume ²
Add additional rows as needed			
Sales to other agencies	WMWD	Drinking Water	3,163
Sales to other agencies	Norco	Drinking Water	477
TOTAL			3,640
¹ Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4. Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.			
NOTES:			

Submittal Table 4-2 Retail: Use for Potable and Non-Potable¹ Water - Projected

Use Type	Additional Description (as needed)	Projected Water Use ² Report To the Extent that Records are Available				
<u>Drop down list</u> May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		2025	2030	2035	2040	2045 (opt)
Add additional rows as needed						
Single Family		35,069	36,349	37,677	39,053	40,479
Multi-Family		6,306	6,537	6,775	7,023	7,279
Commercial		12,355	12,807	13,274	13,759	14,262
Landscape		4,266	4,421	4,583	4,750	4,924
Agricultural irrigation		1,427	1,479	1,533	1,589	1,648
Other	Fire, Temporary, Special Service	296	307	318	330	342
Other	Potable Losses	5,193	5,383	5,579	5,783	5,994
Other Non-Potable	GCC (Upper)	6,500	6,500	6,500	6,500	6,500
Other Non-Potable	GCC (Lower)	7,000	7,000	7,000	7,000	7,000
Other Non-Potable	Overlying Uses	1,000	1,000	1,000	1,000	1,000
Other Non-Potable	WMWD	2,000	2,000	2,000	2,000	2,000
Other Non-Potable	Irrigation Losses	600	600	600	600	600
TOTAL		82,012	84,383	86,839	89,387	92,028

¹ Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4. ² Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

NOTES:

 2 Units of

Submittal Table 4-2 Wholesale: Use for Potable and Raw Water¹ - Projected

Use Type	Additional Description (as needed)	Projected Water Use ² Report To the Extent that Records are Available				
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool.		2025	2030	2035	2040	2045 (opt)
Add additional rows as needed						
Sales to other agencies	WMWD Potable	2,000	2,000	2,000	2,000	2,000
Sales to other agencies	City of Norco	1,000	1,000	1,000	1,000	1,000
TOTAL		3,000	3,000	3,000	3,000	3,000

¹ Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4. ²

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

NOTES:

Submittal Table 4-3 Retail: Total Water Use (Potable and Non-Potable)

	2020	2025	2030	2035	2040	2045 (opt)
Potable Water, Raw, Other Non-potable <i>From Tables 4-1R and 4-2 R</i>	77,557	82,012	84,383	86,839	89,387	92,028
Recycled Water Demand ¹ <i>From Table 6-4</i>	141	5,700	13,420	13,420	13,420	13,420
Optional Deduction of Recycled Water Put Into Long- Term Storage ²						
TOTAL WATER USE	77,698	87,712	97,803	100,259	102,807	105,448

¹ Recycled water demand fields will be blank until Table 6-4 is complete ²
 Long term storage means water placed into groundwater or surface storage that is not removed from storage in the same year. Supplier **may** deduct recycled water placed in long-term storage from their reported demand. This value is manually entered into Table 4-3.

NOTES:

Submittal Table 4-3 Wholesale: Total Water Use (Potable and Non-Potable)

	2020	2025	2030	2035	2040	2045 (opt)
Potable and Raw Water From Tables 4-1W and 4-2W	3,640	3,000	3,000	3,000	3,000	3,000
Recycled Water Demand* From Table 6-4W	0	0	0	0	0	0
TOTAL WATER DEMAND	3,640	3,000	3,000	3,000	3,000	3,000

**Recycled water demand fields will be blank until Table 6-4 is complete.*

NOTES:

Submittal Table 4-4 Retail: Last Five Years of Water Loss Audit Reporting

Reporting Period Start Date (mm/yyyy)	Volume of Water Loss ^{1,2}
07/2014	2,755
01/2016	4,090
01/2017	8,063
01/2018	6,591
01/2019	5,597

¹ Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet. ²

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

NOTES:

Submittal Table 4-5 Retail Only: Inclusion in Water Use Projections**Are Future Water Savings Included in Projections?**

(Refer to Appendix K of UWMP Guidebook)

Drop down list (y/n)

Yes

If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found.

Section 4.2

Are Lower Income Residential Demands Included In Projections?*Drop down list (y/n)*

Yes

NOTES:

Submittal Table 5-1 Baselines and Targets Summary
From SB X7-7 Verification Form
Retail Supplier or Regional Alliance Only

Baseline Period	Start Year *	End Year *	Average Baseline GPCD*	Confirmed 2020 Target*
10-15 year	1999	2008	266	213
5 Year	2004	2008	269	

**All cells in this table should be populated manually from the supplier's SBX7-7 Verification Form and reported in Gallons per Capita per Day (GPCD)*

NOTES:

Submittal Table 5-2: 2020 Compliance SB X7-7 2020 Compliance Form <i>Retail Supplier or Regional Alliance Only</i>				From
2020 GPCD			2020 Confirmed Target GPCD*	Did Supplier Achieve Targeted Reduction for 2020? Y/N
Actual 2020 GPCD*	2020 TOTAL Adjustments*	Adjusted 2020 GPCD* <i>(Adjusted if applicable)</i>		
189	0	189	213	Yes
<i>*All cells in this table should be populated manually from the supplier's SBX7-7 2020 Compliance Form and reported in Gallons per Capita per Day (GPCD)</i>				
NOTES:				

Submittal Table 6-1 Retail: Groundwater Volume Pumped

<input type="checkbox"/>	Supplier does not pump groundwater. The supplier will not complete the table below.					
<input type="checkbox"/>	All or part of the groundwater described below is desalinated.					
Groundwater Type Drop Down List <i>May use each category multiple times</i>	Location or Basin Name	2016*	2017*	2018*	2019*	2020*
<i>Add additional rows as needed</i>						
Alluvial Basin	Bunker Hill	55,765	58,297	57,541	50,961	57,946
Alluvial Basin	Riverside North	9,547	8,918	9,490	8,327	8,876
Alluvial Basin	Riverside South	15,677	17,082	18,041	18,564	19,287
Alluvial Basin	Rialto-Colton	1,138	921	1,546	459	2
TOTAL		82,127	85,218	86,618	78,311	86,111
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES:						

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2020						
<input type="checkbox"/>		There is no wastewater collection system. The supplier will not complete the table below.				
		Percentage of 2020 service area covered by wastewater collection system <i>(optional)</i>				
		Percentage of 2020 service area population covered by wastewater collection system <i>(optional)</i>				
Wastewater Collection			Recipient of Collected Wastewater			
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? <i>Drop Down List</i>	Volume of Wastewater Collected from UWMP Service Area 2020 *	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area? <i>Drop Down List</i>	Is WWTP Operation Contracted to a Third Party? <i>(optional)</i> <i>Drop Down List</i>
City of Riverside	Metered	28,345	City of Riverside	Riverside Water Quality Control Plant	Yes	No
Total Wastewater Collected from Service Area in 2020:		28,345				
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3 .						
NOTES:						

Submittal Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2020

	No wastewater is treated or disposed of within the UWMP service area. The supplier will not complete the table below.										
Wastewater Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Wastewater Discharge ID Number (optional) ²	Method of Disposal <i>Drop down list</i>	Does This Plant Treat Wastewater Generated Outside the Service Area? <i>Drop down list</i>	Treatment Level <i>Drop down list</i>	2020 volumes ¹				
							Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area	Recycled Outside of Service Area	Instream Flow Permit Requirement
Riverside Water Quality Control Plant	001	Santa Ana River	CA0105350-001	River or creek outfall	Yes	Tertiary	28,435	27,981	213		
						Total	28,435	27,981	213	0	0

¹ Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

If the **Wastewater Discharge ID Number** is not available to the UWMP preparer, access the SWRCB CIWQS regulated facility website at <https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/CiwqsReportServlet?inCommand=reset&reportName=RegulatedFacility>

NOTES:

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area

☐

Recycled water is not used and is not planned for use within the service area of the supplier.
The supplier will not complete the table below.

Name of Supplier Producing (Treating) the Recycled Water:

City of Riverside Public Works Department

Name of Supplier Operating the Recycled Water Distribution System:

City of Riverside Public Utilities Department

Supplemental Water Added in 2020 (volume) *Include units*

0

Source of 2020 Supplemental Water

N/A

Beneficial Use Type <i>Insert additional rows if needed.</i>	Potential Beneficial Uses of Recycled Water (Describe)	Amount of Potential Uses of Recycled Water (Quantity) <i>Include volume units ¹</i>	General Description of 2020 Uses	Level of Treatment <i>Drop down list</i>	2020 ¹	2025 ¹	2030 ¹	2035 ¹	2040 ¹	2045 ¹ (opt)
Agricultural irrigation										
Landscape irrigation (exc golf courses)										
Golf course irrigation										
Commercial use										
Industrial use										
Geothermal and other energy production										
Seawater intrusion barrier										
Recreational impoundment										
Wetlands or wildlife habitat										
Groundwater recharge (IPR)										
Reservoir water augmentation (IPR)										
Direct potable reuse										
Other (Description Required)			Direct use and to WMWD for recharge and non- potable use	Tertiary	141	5,700	13,420	13,420	13,420	13,420
					Total:	141	5,700	13,420	13,420	13,420
					2020 Internal Reuse					

¹ *Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES:

Submittal Table 6-5 Retail: 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual



Recycled water was not used in 2015 nor projected for use in 2020.
The supplier will not complete the table below. If recycled water was not used in 2020, and was not predicted to be in 2015, then check the box and do not complete the table.

Beneficial Use Type	2015 Projection for 2020 ¹	2020 Actual Use ¹
<i>Insert additional rows as needed.</i>		
Agricultural irrigation		
Landscape irrigation (exc golf courses)		
Golf course irrigation		
Commercial use		
Industrial use		
Geothermal and other energy production		
Seawater intrusion barrier		
Recreational impoundment		
Wetlands or wildlife habitat		
Groundwater recharge (IPR)		
Reservoir water augmentation (IPR)		
Direct potable reuse		
Other (Description Required) (Direct use and to WMWD for recharge and non-potable use)	6,430	141
Total	6,430	141

¹ Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

NOTE:

Submittal Table 6-6 Retail: Methods to Expand Future Recycled Water Use			
<input type="checkbox"/>	Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
	Provide page location of narrative in UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use *
<i>Add additional rows as needed</i>			
Expand Recycled Water Infrastructure	Riverside Habitat, Parks, and Water Project	2030	11,000
Expand Recycled Water Infrastructure	Jackson Street Phase 1	2025	820
Expand Recycled Water Infrastructure	Arlington Avenue	2025	1,600
Total			13,420
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.			
NOTES:			

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs

<input type="checkbox"/>	No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.					
<input type="checkbox"/>	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?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type <i>Drop Down List</i>	Expected Increase in Water Supply to Supplier* <i>This may be a range</i>
	<i>Drop Down List (y/n)</i>	<i>If Yes, Supplier Name</i>				
<i>Add additional rows as needed</i>						
Jackson Street and Arlington Avenue Pipelines	Yes	WMWD		2025	All Year Types	2,420
Seven Oaks Dam Phase II Conservation Project (Enhanced)	Yes	WMWD, Valley District, and others		2025	All Year Types	1,000
Bunker Hill Basin Active Recharge Project	Yes	Valley District, WMWD		2025	All Year Types	1,500
Riverside North Aquifer Storage and Recovery	Yes	Valley District		2030	All Year Types	2,000
Riverside Habitat, Parks, and Water Project	Yes	WMWD, Valley District, and others		2030	All Year Types	11,000
Box Spring Local Stream Recharge and Direct Use	Yes	RCFC&WCD		2035	All Year Types	2,800
Stormwater Recharge at Columbia, Marlborough, and Kansas Detention Basins	Yes	RCFC&WCD		2040	All Year Types	1,500
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES:						

Submittal Table 6-8 Retail: Water Supplies — Actual

Water Supply	Additional Detail on Water Supply	2020		
<div>Drop down list</div> <div>May use each category multiple times.These are the only water supply categories that will be recognized by the WUEdata online submittal tool</div>		Actual Volume*	Water Quality Drop Down List	Total Right or Safe Yield* (optional)
Add additional rows as needed				
Groundwater (not desalinated)	Bunker Hill	50,911	Drinking Water	
Groundwater (not desalinated)	Bunker Hill	7,035	Other Non-Potable Water	
Groundwater (not desalinated)	Riverside North	7,686	Drinking Water	
Groundwater (not desalinated)	Riverside North	1,190	Other Non-Potable Water	
Groundwater (not desalinated)	Riverside South	15,665	Drinking Water	
Groundwater (not desalinated)	Riverside South	3,622	Other Non-Potable Water	
Groundwater (not desalinated)	Rialto-Colton	2	Other Non-Potable Water	
Recycled Water	RWQCP	213	Recycled Water	
Purchased or Imported Water	From WMWD	0	Drinking Water	
Total		86,324		0
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.				
NOTES:				

Submittal Table 6-9 Wholesale: Water Supplies — Projected[illegible]

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

NOTES:

Submittal Table 7-1 Retail: 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 2019-2020, use 2020	Available Supplies if Year Type Repeats	
		<input type="checkbox"/>	Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____
		<input checked="" type="checkbox"/>	Quantification of available supplies is provided in this table as either volume only, percent only, or both.
		Volume Available *	% of Average Supply
Average Year	1922 - 2017		100%
Single-Dry Year	1977		100%
Consecutive Dry Years 1st Year	1988		100%
Consecutive Dry Years 2nd Year	1989		100%
Consecutive Dry Years 3rd Year	1990		100%
Consecutive Dry Years 4th Year	1991		100%
Consecutive Dry Years 5th Year	1992		100%

Supplier may use multiple versions of Table 7-1 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 Table 7-1, in the "Note" section of each table, state that multiple versions of Table 7-1 are being used and identify the particular water source that is being reported in each table.

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

NOTES:

Submittal Table 7-2 Retail: Normal Year Supply and Demand Comparison

	2025	2030	2035	2040	2045 <i>(Opt)</i>
Supply totals <i>(autofill from Table 6-9)</i>	111,923	121,893	125,193	126,693	126,693
Demand totals <i>(autofill from Table 4-3)</i>	87,712	97,803	100,259	102,807	105,448
Difference	24,211	24,090	24,934	23,886	21,245

NOTES:

Submittal Table 7-2 Wholesale: Normal Year Supply and Demand Comparison

	2025	2030	2035	2040	2045 <i>(Opt)</i>
Supply totals <i>(autofill from Table 6-9)</i>	3,000	3,000	3,000	3,000	3,000
Demand totals <i>(autofill fm Table 4-3)</i>	3,000	3,000	3,000	3,000	3,000
Difference	0	0	0	0	0

NOTES:

Submittal Table 7-3 Retail: Single Dry Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045 (Opt)
Supply totals*	111,923	121,893	125,193	126,693	126,693
Demand totals*	87,712	97803	100,259	102,807	105,448
Difference	24,211	24,090	24,934	23,886	21,245
<i>*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</i>					
NOTES:					

Submittal Table 7-3 Wholesale: Single Dry Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045 (Opt)
Supply totals*	3,000	3,000	3,000	3,000	3,000
Demand totals*	3,000	3,000	3,000	3,000	3,000
Difference	0	0	0	0	0
<i>*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</i>					
NOTES:					

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison

		2025*	2030*	2035*	2040*	2045* (Opt)
First year	Supply totals	111,923	121,893	125,193	126,693	126,693
	Demand totals	87,712	97,803	100,259	102,807	105,448
	Difference	24,211	24,090	24,934	23,886	21,245
Second year	Supply totals	111,923	121,893	125,193	126,693	126,693
	Demand totals	87,712	97,803	100,259	102,807	105,448
	Difference	24,211	24,090	24,934	23,886	21,245
Third year	Supply totals	111,923	121,893	125,193	126,693	126,693
	Demand totals	87,712	97,803	100,259	102,807	105,448
	Difference	24,211	24,090	24,934	23,886	21,245
Fourth year	Supply totals	111,923	121,893	125,193	126,693	126,693
	Demand totals	87,712	97,803	100,259	102,807	105,448
	Difference	24,211	24,090	24,934	23,886	21,245
Fifth year	Supply totals	111,923	121,893	125,193	126,693	126,693
	Demand totals	87,712	97,803	100,259	102,807	105,448
	Difference	24,211	24,090	24,934	23,886	21,245
Sixth year (optional)	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0

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

NOTES:

Submittal Table 7-4 Wholesale: Multiple Dry Years Supply and Demand Comparison

		2025*	2030*	2035*	2040*	2045* (Opt)
First year	Supply totals	3,000	3,000	3,000	3,000	3,000
	Demand totals	3,000	3,000	3,000	3,000	3,000
	Difference	0	0	0	0	0
Second year	Supply totals	3,000	3,000	3,000	3,000	3,000
	Demand totals	3,000	3,000	3,000	3,000	3,000
	Difference	0	0	0	0	0
Third year	Supply totals	3,000	3,000	3,000	3,000	3,000
	Demand totals	3,000	3,000	3,000	3,000	3,000
	Difference	0	0	0	0	0
Fourth year	Supply totals	3,000	3,000	3,000	3,000	3,000
	Demand totals	3,000	3,000	3,000	3,000	3,000
	Difference	0	0	0	0	0
Fifth year	Supply totals	3,000	3,000	3,000	3,000	3,000
	Demand totals	3,000	3,000	3,000	3,000	3,000
	Difference	0	0	0	0	0
Sixth year (optional)	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0

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

NOTES:

Submittal Table 7-5: Five-Year Drought Risk Assessment Tables to address Water Code Section 10635(b)

2021	Total
Total Water Use	73,231
Total Supplies	111,223
Surplus/Shortfall w/o WSCP Action	37,992
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	37,992
Resulting % Use Reduction from WSCP action	0%

2022	Total
Total Water Use	79,465
Total Supplies	111,223
Surplus/Shortfall w/o WSCP Action	31,758
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	31,758
Resulting % Use Reduction from WSCP action	0%

2023	Total
Total Water Use	85,698
Total Supplies	111,223
Surplus/Shortfall w/o WSCP Action	25,525
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	25,525
Resulting % Use Reduction from WSCP action	0%

2024	Total
Total Water Use	91,932
Total Supplies	111,223
Surplus/Shortfall w/o WSCP Action	19,291
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	19,291
Resulting % Use Reduction from WSCP action	0%

2025	Total
Total Water Use	98,166
Total Supplies	111,223
Surplus/Shortfall w/o WSCP Action	13,057
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	13,057
Resulting % Use Reduction from WSCP action	0%

Submittal Table 8-1
Water Shortage Contingency Plan Levels

Shortage Level	Percent Shortage Range	Shortage Response Actions <i>(Narrative description)</i>
1	0%	Stage One (Normal Water Supply) applies when the City can meet all of its water demands, but declares, by resolution, that it has determined that certain conservation methods are warranted to preserve existing water supplies in the event the City will be unable to meet future water demands with its local water supplies. Any other normal water efficiency programs and water conservation regulations remain in force during Stage One.
2	< 15%	Stage Two (Minimum Water Shortage) applies when the City Council declares, by resolution, a reasonable probability exists that the City will not be able to meet all of its water demands with its local water supplies, other regional or statewide conditions warrant implementation; or RPU faces an actual supply shortage of up to 15%, corresponding to CA Water Code section 10632 shortage levels 1 and 2.
3	15-20%	Stage Three (Moderate Water Shortage) applies when the City Council declares, by resolution, a reasonable probability exists that the City will not be able to meet all of its water demands with its local water supplies, other regional or statewide conditions warrant implementation; or RPU faces an actual supply shortage of 15-20%, corresponding to CA Water Code section 10632 shortage levels 2 and 3.
4	20-50%	Stage Four (Severe Water Shortage) applies when the City Council declares, by resolution, that the City's ability to meet its water demands with its local water supplies is seriously impaired; or RPU faces an actual supply shortage of 20-50%, corresponding to CA Water Code section 10632 shortage levels 3, 4, and 5.
5	>50%	Stage Five Water Shortage Emergency applies when the City Council declares, by resolution, that the City's ability to meet its water demands with its local water supplies is so seriously impaired that RPU faces an actual supply shortage of over 50%, corresponding to CA Water Code section 10632 shortage level 6.
NOTES: RPU has provided a crosswalk figure in it's WSCP that illustrates the relationship between RPU's shortage stages and the six standard shortage stages.		

Submittal Table 8-2: Demand Reduction Actions

Shortage Level	Demand Reduction Actions Drop down list <i>These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>	Penalty, Charge, or Other Enforcement? <i>For Retail Suppliers Only Drop Down List</i>
Add additional rows as needed				
All	Expand Public Information Campaign	N/A		
All	Provide Rebates on Plumbing Fixtures and Devices	N/A		
All	Provide Rebates for Landscape Irrigation Efficiency	N/A		
All	Other	N/A	Water Efficiency Pricing	
1	Other	N/A	Voluntary Conservation	
2,3,4	Other	Medium	Mandatory Conservation	
All	Other	N/A	The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures	Yes
All	Other	N/A	The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use	Yes
All	Other	N/A	The application of potable water to driveways and sidewalks	Yes
All	Other	N/A	The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system	Yes
All	Other	N/A	The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall	Yes
All	Other	N/A	The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased	Yes
All	Other	N/A	The irrigation with potable water of ornamental turf on public street medians	Yes
All	Other	N/A	The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.	Yes

All	Other	N/A	To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.	Yes
1	Landscape - Limit landscape irrigation to specific times	Medium	Non-agricultural irrigation should be done from 6:00 p.m. to 10:00 a.m.	No
1	Other	Medium	Use of graywater, as that term is defined in the California Health and Safety Code, and recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.	No
2	Other	Medium	Except as otherwise provided in this Section, all Stage One measures remain in effect.	Yes
2	Other	Medium	Customers will be asked to reduce their monthly water consumption up to 15-percent.	Yes
2	Landscape - Limit landscape irrigation to specific days	Medium	Non-agricultural irrigation is limited as follows: a. Properties may be irrigated only between the hours of 6:00 p.m. to 10:00 a.m. Irrigation of landscaping is prohibited on any day of the week from 10:00 a.m. to 6:00 p.m. b. Properties may not be irrigated more than three times per week. c. All automatic irrigation timers shall be adjusted according to irrigation time restrictions and changing weather patterns, and shall completely eliminate run-off. d. Use of graywater, as that term is defined in the California Health and Safety Code, and recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.	Yes
2	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Medium	All plumbing leaks, improperly adjusted sprinklers, or other water appurtenances requiring repair or adjustment shall be corrected to the satisfaction of the City within 72 hours of notification by the City. The City will attempt to contact customers by phone, mail, email, or text, or printed "door-hanger" notice. All customers shall ensure that the City has current telephone contact information.	Yes

2	Other	Medium	Construction operations receiving water from a construction meter or water truck shall not use water unnecessarily for any purpose, other than those required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated non-agricultural irrigation requirements set forth above.	Yes
3	Other	Medium	Except as otherwise provided in this Section, all Stage One and Two measures remain in effect.	Yes
3	Other	High	Water customers will be asked to reduce their monthly water consumption by 15 to 20-percent for the duration of Stage Three.	Yes
3	Landscape - Limit landscape irrigation to specific days	Medium	Non-agricultural irrigation is limited as follows: (a) Properties may be irrigated only between the hours of 6:00 p.m. to 10:00 a.m. (b) Properties may not be irrigated more than three (3) times per week during the months of April through October and no more than two (2) times per week during the months of November through March. (c) All automatic irrigation timers shall be adjusted according to changing weather patterns and to completely eliminate run-off. (d) Use of graywater, as that term is defined in the California Health & Safety Code, or recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.	Yes
4	Other	Medium	Except as otherwise provided in this Section, all Stage One, Two, and Three conservation measures shall be in full force and remain in effect during Stage Four.	Yes
4	Other	High	Water customers will reduce their monthly water consumption by 20 to 50 percent for the duration of Water Conservation Stage Four.	Yes

4	Landscape - Limit landscape irrigation to specific days	Medium	<p>Non-agricultural irrigation shall be limited to supporting minimal survival of trees and shrubs. Trees and shrubs may be irrigated, only during the following designated hours and designated days:</p> <p>(a) Properties with odd number street addresses, parks, and public right of ways may irrigate only on Saturdays between the hours of 8:00 p.m. and 8:00 a.m.</p> <p>(b) Properties with even number street addresses may irrigate only on Sundays between the hours of 8:00 p.m. and 8:00 a.m.</p> <p>(c) Irrigation is prohibited on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays and on any day of the week from 8:00 a.m. to 8:00 p.m.</p> <p>(d) Use of graywater, as that term is defined in the California Health & Safety Code, or recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.</p>	Yes
4	Other	Medium	All outdoor watering and irrigation of lawns and similar ground covers is prohibited with the exception of plant materials determined by the General Manager to be rare, exceptionally valuable, or essential to the well-being of the public or threatened or endangered animals.	Yes
4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Medium	Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is prohibited except at a commercial car wash. Commercial car washes shall only use wholly- or partially-recycled water for washing automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment. Washings necessary for the health, safety, and welfare of the public, such as garbage trucks or vehicles used for food and perishables, are exempt from this section.	Yes
4	Other water feature or swimming pool restriction	Low	Filling, refilling, or replenishing swimming pools, spas, ponds, streams, and artificial lakes is prohibited.	Yes
4	Water Features - Restrict water use for decorative water features, such as fountains	Low	Operation of any ornamental fountain, pond, or similar structure is prohibited.	Yes
4	CII - Other CII restriction or prohibition	Medium	Water used for commercial, manufacturing, or processing purposes shall be reduced as determined by the City Council.	Yes

5	Other	High	Water customers will reduce their monthly water consumption by more than 50 percent for the duration of Water Conservation Stage Five.	Yes
5	Other	Medium	No new construction meters will be issued.	Yes
5	Other	Medium	No construction water may be used for earth work such as road construction purposes, dust control, compaction, or trench jetting.	Yes
5	Other	Medium	<p>No new building permit(s) shall be issued, except:</p> <p>a. Projects found by the City Council to be necessary for public health, safety.</p> <p>b. Projects using recycled water for construction.</p> <p>c. Projects which will not result in a net increase in non-recycled water use.</p> <p>d. Projects with adequate conservation offsets, if available.</p> <p>The City, in its sole discretion, may choose to make conservation offsets available. Conservation offset costs shall be based on the cost of conserving the water elsewhere to provide the water needed for a project, the cost of providing an alternative water supply deemed acceptable by the City, or other measures as may be found in the City's water use efficiency master plan.</p> <p>Conservation offset fees will be set forth in the Water Rules and Rate Schedules.</p>	Yes
NOTES:				

Submittal Table 8-3: Supply Augmentation and Other Actions

Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool</i>	How much is this going to reduce the shortage gap? <i>Include units used</i> <i>(volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>
Add additional rows as needed			
All	Exchanges	Medium	Agreement with Norco
All	Stored Emergency Supply	Medium	ERP in place since Sep-2020
All	Other Actions (describe)	Medium	Enhanced recharge
NOTES:			

Submittal Table 10-1 Retail: Notification to Cities and Counties

City Name	60 Day Notice	Notice of Public Hearing
<i>Add additional rows as needed</i>		
City of Riverside Planning Department	Yes	Yes
City of San Bernardino Municipal Water Department	Yes	Yes
City of Rialto Water and Wastewater Utilities	Yes	Yes
City of Colton	Yes	Yes
City of Loma Linda Public Works	Yes	Yes
City of Redlands Municipal Utilities and Engineering	Yes	Yes
City of Corona Department of Water and Power	Yes	Yes
City of Norco Public Works	Yes	Yes
City of Jurupa Valley	Yes	Yes
County Name <i>Drop Down List</i>	60 Day Notice	Notice of Public Hearing
<i>Add additional rows as needed</i>		
Riverside County	Yes	Yes
NOTES:		

H

Appendix H: Agreement for Imported Water Between WMWD and RPU



"People Serving
People"

CITY OF RIVERSIDE
INTEROFFICE MEMO

RECEIVED
AUG 04 2003
OFFICE OF THE CITY CLERK

TO: Colleen J. Nicol
City Clerk

DATE: August 4, 2003

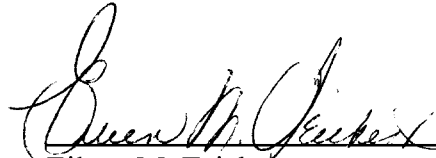
FROM: Eileen M. Teichert
Supervising Deputy City Attorney

SUBJECT: OLD WATER AGREEMENTS; OUR FILE NO. CA 02-1923

Attached are "copies" of two agreements between the City of Riverside and Western Municipal Water District: 1) Agreement for Service Right in the Western Municipal Water District State Project Water Pipeline, dated 9/23/86; and 2) Single Project Administration Agreement dated 4/24/90. I understand that your office does not have either copies or originals of these agreements. Please create files for these and maintain them as these Agreements will be in effect for some time.

3-5-03
Also, this is to request a search of City Council minutes around the dates of the Agreements. I would like to confirm that these have been duly authorized and executed by the City.

If you should have any questions or comments, please do not hesitate to contact me.


Eileen M. Teichert
Supervising Deputy City Attorney

Enclosure: As indicated

AGREEMENT FOR SERVICE RIGHT IN THE WESTERN
MUNICIPAL WATER DISTRICT STATE PROJECT WATER PIPELINE

THIS AGREEMENT made this 23rd day of September, 1986, is entered into by and between the WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY ("WMWD"), a municipal water district organized under the laws of the State of California and a member agency of the Metropolitan Water District of Southern California ("MWD") and of the Santa Ana Watershed Project Authority ("SAWPA"), and the CITY OF RIVERSIDE, a charter city ("CITY").

RECITALS

1. The Santa Ana Watershed Project Authority, a joint powers agency organized and existing pursuant to the laws of California and to a certain Joint Powers Agreement of January, 1975, exercising the powers common to its member agencies ("SAWPA"), has agreed to engineer, design, and construct an imported water conveyance system within the service area of WMWD, consisting of a gravity pipeline, a pressure pipeline, a reservoir and a pumping station ("PROJECT"), for the purpose of supplying treated water to WMWD's service area for irrigation, domestic and industrial uses. PROJECT Construction is presently estimated to be complete by 1990.

SAWPA has entered into a contract with the United States pursuant to the Small Reclamation Projects Act for a loan to construct the PROJECT entitled Contract Between the U.S. and Santa Ana Watershed Project Authority, dated February 11, 1985 and on file with SAWPA which is incorporated herein by reference. SAWPA has estimated the total project cost to be \$23,316,500. The loan, in an amount not to exceed \$14,917,000, has been approved and authorized for funding. The loan contract required the execution of a Lease-Purchase agreement between SAWPA and WMWD, which was executed on January 2, 1985 and is on file with the WMWD at its offices, which Agreement is incorporated herein by reference.

2. By the terms of the Lease-Purchase Agreement, WMWD will lease and operate the PROJECT from SAWPA during the period of time SAWPA is obligated under the loan contract with the United States, and will be solely responsible for all the financial obligations, costs and expenses of the PROJECT and the loan contract. At the time the loan obligation is repaid, SAWPA will convey its ownership interest in the PROJECT to WMWD.

3. WMWD, in turn, will make service rights in the PROJECT available to applicants within its service area, subject to certain payment requirements and terms and conditions.

4. CITY has applied for a service right of 30 cubic feet per second ("cfs"), and has agreed to pay the cost and to comply with the terms and conditions.

5. It is the purpose of this Agreement to provide the terms, conditions and payment schedule under which CITY will acquire a 30 cfs service right in the PROJECT.

COVENANTS

Based upon the foregoing facts, and in consideration of the mutual covenants of the parties, it is hereby agreed as follows:

6. Definitions. As used in this Agreement, these terms shall have the following meaning:

A. Service Right. A right to receive treated State Water Project water service at a specific maximum rate of flow of water at specific connections, to the extent water is available to WMWD from the Metropolitan Water District of Southern California ("MWD"), and to the extent the PROJECT facilities are capable of delivering design capacity flows. The amount of the service right shall be expressed in cubic feet per second as constant flow during a 24-hour period, and shall be equal to the maximum flow which may be required by CITY as measured at its connections on Reach A. Use of the pipeline by any project participant or participants shall not diminish CITY's service right.

B. PROJECT. The PROJECT is an imported water conveyance system intended to carry treated State Water Project water from the Henry J. Mills Filtration Plant ("Mills") on Alessandro Boulevard in western Riverside County to certain locations within the service area of WMWD. The conveyance system consists of two separate pipelines.

The first is a gravity pipeline, which begins at the Mills Filtration Plant and runs westerly approximately 65,000 feet, generally following the alignment of the Box Springs and Upper Feeder right of way belonging to MWD, to a final turnout at Eagle Valley. It includes a 10 million gallon storage facility located near the westerly end of the pipeline.

The second is a pressure pipeline, which will begin at the Mills Filtration Plant and run southerly approximately 18,300 feet, and includes a pumping station located near the Mills Filtration Plant.

C. PROJECT Participants. PROJECT Participants shall be those entities which obtain a service right in the PROJECT from WMWD and agree to abide by the terms and conditions set by WMWD for acquisition and utilization of such right.

D. Gravity Pipeline Reaches. The gravity pipeline shall consist of five reaches and a reservoir which are further defined as follows:

(1) Reach A. Reach A shall be the first reach of the gravity pipeline from the Mills Filtration Plant, running westerly approximately 31,200 feet, and consisting of a 60-inch pipeline.

(2) Reach B. Reach B shall be the second reach of the gravity pipeline from the Mills Plant, commencing at the westerly end of Reach A, running westerly approximately 14,600 feet, and consisting of a 54-inch pipeline.

(3) Reach C. Reach C shall be the third reach of the gravity pipeline, commencing at the westerly end of Reach B, running westerly approximately 3,200 feet, and consisting of a 48-inch pipeline.

(4) Reach D. Reach D shall be the fourth reach of the gravity pipeline, commencing at the end of Reach C, running westerly approximately 12,300 feet, consisting of a 48-inch pipeline.

(5) Reach E. Reach E shall be the fifth reach of the gravity pipeline, commencing at the western end of Reach D, running westerly 3,700 feet, consisting of a 36-inch pipeline, and terminating in Eagle Valley.

(6) Reservoir. Reservoir shall mean a 10 million gallon storage facility located along the gravity pipeline toward the westerly end. CITY shall have no storage rights in this facility.

A map generally showing the location and terminus of each Reach and the Reservoir of the PROJECT is attached hereto as Exhibit "A."

E. PROJECT Costs. PROJECT Costs are defined as all ordinary and usual costs relevant to creating the PROJECT for its stated purposes, including construction costs of the gravity pipeline, reservoir, pressure pipeline, pump station, design, engineering, legal and administrative costs, rights of way, Bureau of Reclamation participation, loan application reports, CEQA-EIR costs, field inspection, interest costs, escalation factors and contingencies.

7. CITY Service Right. CITY shall have the right to require and WMWD shall have the obligation to deliver at connections to be determined along or at the end of Reach A, 30 cfs of treated State Water Project water, dependent upon full payment of the purchase price therefor by CITY, and compliance with the terms and conditions set forth herein, and further dependent upon the availability of MWD water to WMWD, and the capability of the PROJECT to deliver water at its design capacity.

8. Price of Service Right. The total price of the 30 cfs service right is fixed at \$2,400,000 and is not subject to changed project requirements, cost overruns, or other increases or decreases in actual costs.

9. Payment Terms. CITY shall pay WMWD the total price of \$2,400,000 in one payment submitted no later than September 26, 1986.

10. Reach A Estimated Completion Date. SAWPA estimates completion of construction of Reach A by February 1, 1988, provided Bureau of Reclamation loan funds continue to be made available as presently expected and authorized. WMWD agrees to exercise its best efforts to cause SAWPA to use due diligence in completing construction of Reach A by February 1, 1988.

WMWD also agrees to use its best efforts to provide water service to CITY immediately after acceptance of Reach A, regardless of completion of subsequent reaches of the gravity pipeline.

11. Operation, Maintenance, Repair and Replacement Costs (Gravity Pipeline). Operation and maintenance costs which shall be those associated with the gravity section of the PROJECT shall be divided between fixed and variable costs.

A. Fixed Costs, which shall include an amount for replacement, shall be charged to PROJECT participants as an annual charge on a fiscal year basis, and divided among participants based on each participant's percent of allocated service rights, whether or not the participants take delivery of the flow. The fixed costs may also be divided among participants on a reach by reach basis.

Replacement shall mean replacement after destruction by acts of God, malicious mischief, vandalism, extraordinary major maintenance costs or similar events. If such

replacement becomes necessary when there are insufficient funds to cover the costs, WMWD shall meet with the PROJECT participants to determine how such costs shall be met.

B. Variable Costs shall be included in the rate for water, which shall be paid on a monthly basis. The water rate shall be the sum of the MWD rate for treated water, WMWD'S administrative charge, and variable costs of operation and maintenance of the gravity pipeline portion of the PROJECT. Payments shall be based on the net amount of water delivered to CITY'S connections on Reach A. The water rate shall apply to the quantity of water delivered at each connection and shall be billed monthly.

WMWD shall establish an independent cost center and an annual budget for the operation and maintenance of the gravity pipeline portion of the Project. CITY shall be provided the opportunity to review and comment upon the proposed budget prior to its adoption by WMWD'S board. Operation and maintenance cost amounts for this portion of the Project shall be based on the annual budget.

12. Point of Delivery. CITY shall be entitled to take delivery of its 30 cfs of water at a connection or connections, not to exceed 3, at such location or locations on Reach A as shall be determined by the parties. The primary water source shall be California State Water Project water, treated and delivered to WMWD at the Mills Plant. CITY shall be responsible for the costs of whatever additional

facilities required to make a connection to the PROJECT, including a structure, valves, meter, and telemetry, although the actual design and construction of such connection facility shall be completed by WMWD. Such costs shall be paid to WMWD in advance of letting any contract for the work or the purchase of any necessary equipment or facilities. Once a connection has been made, the connection facilities and meter shall belong to WMWD, and WMWD shall be responsible for their operation, maintenance, repair and replacement.

The CITY will have the right to install, maintain and inspect its own telemetry equipment and connections within the metering facilities. WMWD shall provide electrical contacts and meter characteristics as approved by the CITY for CITY's telemetry equipment and a flanged connection for the CITY's pipeline. All CITY's telemetry equipment shall belong to the CITY and CITY shall be responsible for its operation, maintenance, repair and replacement. The CITY will demonstrate the capability of flow control for its service connections.

13. Operation and Administration.

A. Scheduled outages - WMWD will provide advance notice of any scheduled pipeline outage.

B. Connection Right of Way - WMWD will assist CITY in obtaining permanent and temporary construction easements from MWD for right of way needed to connect to the metering facilities.

C. Corrosion control - The pipeline will be bonded and test leads will be brought to the surface and WMWD will monitor potential for corrosion and provide corrosion control if necessary as part of the operation and maintenance.

D. Changes in flow - WMWD will permit instantaneous changes in flow at the CITY's connection provided WMWD is permitted by MWD to make instantaneous changes in flow from the Mills treated water reservoir.

14. Title to PROJECT. After all payments on the loan obligations are made, SAWPA will convey title of the PROJECT to WMWD which shall thenceforth be the sole owner and operator of the PROJECT and of capacity in the PROJECT. Notwithstanding any provisions of this Agreement, PROJECT participants shall have no ownership rights to PROJECT facilities or capacity. Further, no right created by this Agreement may be assigned, sold, leased, or transferred.

15. Reversion of Service Right. If CITY should determine it does not need its full 30 cfs service right, it may notify WMWD and request a reversion of the surplus to WMWD. If WMWD thereafter sells that right to another participant or new party, it shall reimburse CITY the amount of CITY'S purchase price for that portion, plus 8.64% interest annually from date of purchase. WMWD, however, is under no obligation to offer such reverted rights to a purchaser in advance of offering any other then-existing capacity.

16. Agreement Subject To Terms Of Prior Agreements.

This Agreement is subject to all the terms and conditions of the Lease Payment Agreement between SAWPA and WMWD dated January 2, 1985 and between SAWPA and the United States through the Loan Contract.

17. Default. Should CITY fail to perform its obligations under this Agreement with respect to payment for the service right, or with respect to the fixed and variable costs of operation, maintenance, repair or replacement, the following shall apply:

A. Default on Service Right. If CITY shall fail to make any payment due herein of the service right within ten (10) days from the date such payment is due, or if CITY shall fail to keep any of the terms and conditions of this Agreement concerning payment for the service right, then CITY shall be deemed to be in default hereunder. If CITY should, after notice, fail to remedy any such default with all reasonable dispatch, not to exceed thirty (30) days, then WMWD shall have the right, at its option, without any further demand or notice, to terminate this Agreement and to take possession of CITY's service right in the PROJECT and to declare CITY's right forfeited, and to thereafter hold or resell such right to other applicants without reimbursement to CITY.

With respect to the payment for the service right, this shall be the exclusive and only remedy for CITY's default should WMWD elect to pursue a remedy.

B. Default on Operation, Maintenance, Repair or Replacement Costs. If CITY shall fail to make any payment due herein within thirty (30) days from the invoice date, or if CITY shall fail to keep any of the terms and conditions of this contract concerning payment of operation, maintenance, repair or replacement costs, then CITY shall be deemed to be in default hereunder and WMWD shall have the right, at its option, without any further demand or notice, to terminate water service.

These rights are not intended to constitute WMWD's exclusive remedies, and they shall be in addition to any other right or remedy that WMWD may have for damages, termination of the Agreement, injunction, or other relief allowed by law.

18. Notices. Any notices or filings required to be given or made under this Agreement shall be served or made in the following manner:

A. Upon WMWD, by serving the Secretary or General Manager of WMWD personally or by registered mail addressed to the General Manager, Western Municipal Water District, 450 Alessandro Boulevard, Riverside, California 92508, P. O. Box 5286, Riverside, California 92517-5286.

B. Upon CITY, by serving the Public Utilities Director personally or by registered mail, Public Utilities Department, 3900 Main Street, Riverside, California 92522.

19. Severability. If any section or portion of this Agreement or the application thereof to any party is for any reason held invalid, it shall be deemed severable, and the validity of the remainder of the Agreement shall not be affected thereby.

20. Attorneys' Fees. Should either party hereto commence an action to enforce the provisions of this Agreement, then such party that prevails in that action shall be entitled to reasonable attorneys' fees, costs, expert witness fees, consulting fees and testing fees.

21. Amendments. This Agreement may be amended with the mutual consent of the parties, provided that such amendment shall be in writing, signed and dated by both parties hereto.

22. Hold Harmless. WMWD agrees to hold CITY harmless from any liability for damages or claims for personal injury and property damage which do not result from the negligent acts of CITY, its officials, officers, agents or employees, and CITY agrees to hold WMWD harmless from any liability for damages or claims for personal injury or property damage resulting from the negligence of CITY.

IN WITNESS WHEREOF, WMWD has caused this Agreement to be executed by the President of its Board of Directors and attested by the Secretary thereof, and CITY has executed this by its Mayor and attested by its CITY Clerk.

APPROVED AS TO FORM:

WESTERN MUNICIPAL WATER
FOR RIVERSIDE COUNTY

Anne T. Thomas
Attorney for Western
Municipal Water District
for Riverside County

By: Stanford

ATTESTED BY:

[Signature]

CITY OF RIVERSIDE
a municipal corporation

By: [Signature] Mayor Pro Tempore

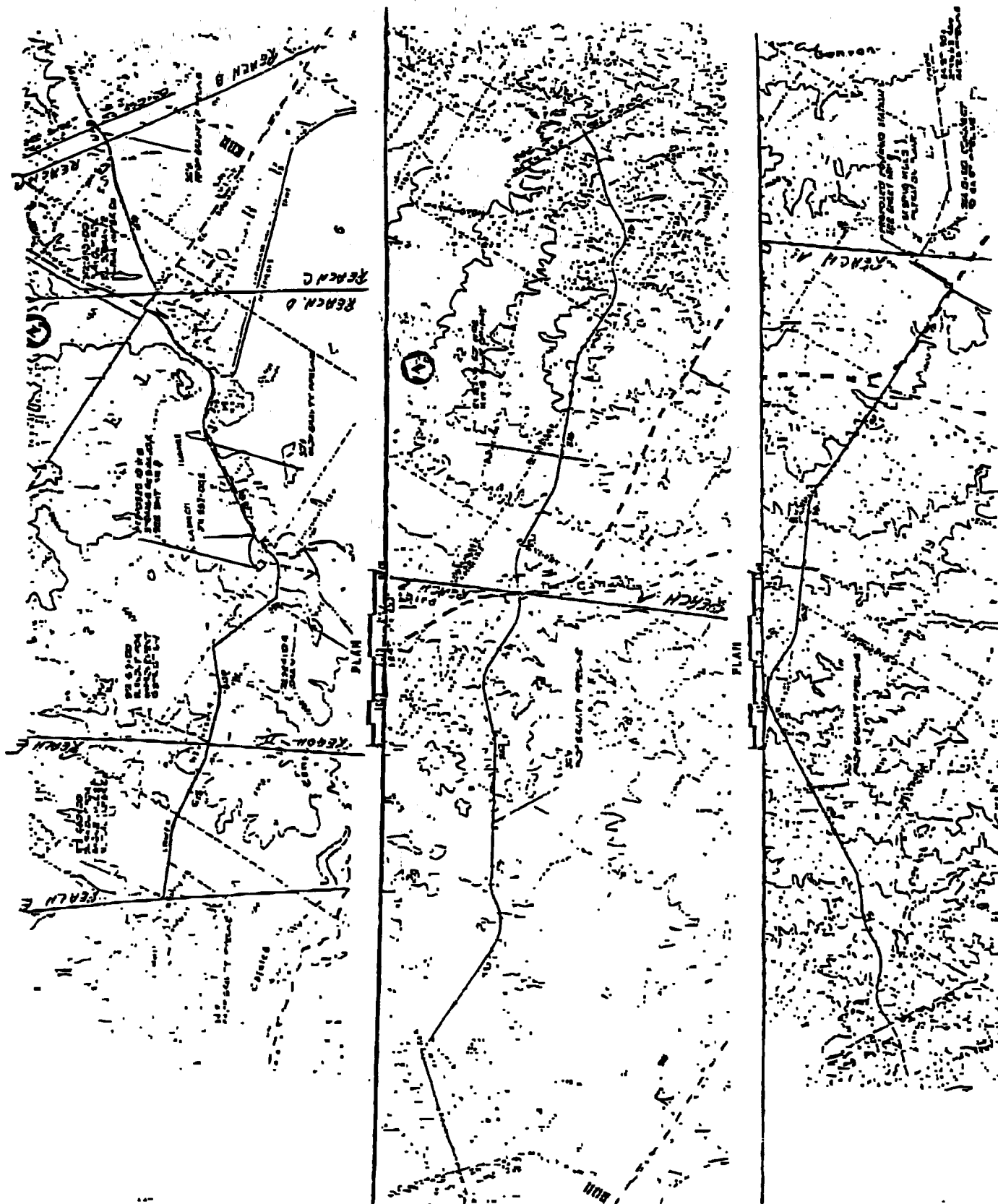
APPROVED AS TO FORM:

ATTESTED BY:

John Woodliff
City Attorney
City of Riverside

Alice A. Hall
City Clerk

EXHIBIT "A"



RECEIVED

SINGLE PROJECT ADMINISTRATION AGREEMENT
BETWEEN WESTERN MUNICIPAL WATER DISTRICT
AND CITY OF RIVERSIDE

FEB 06 1990

CITY OF RIVERSIDE
WATER ENGINEERING

This Single Project Administration Agreement ("Agreement") is made and entered into this 24th day of April, 1990, by and between the City of Riverside, a municipal corporation ("City") and Western Municipal Water District of Riverside County ("WMWD"), a municipal water district organized under the laws of the State of California and a member agency of the Metropolitan Water District of Southern California ("MWD") and of the Santa Ana Watershed Project Authority ("SAWPA").

Recitals

A. WHEREAS, the City and WMWD have previously entered into an agreement entitled "Agreement for Service Right in the Western Municipal Water District State Project Water Pipeline" ("Service Right Agreement") dated September 23, 1986, a copy of which is attached hereto as Exhibit "A" and herein incorporated by reference; and

B. WHEREAS, WMWD hired A. A. Webb Associates ("Webb") as an independent contractor to design the turnout metering and flow-regulating facilities associated with City's turnout for those facilities described in the Service Right Agreement; and

C. WHEREAS, WMWD gave notice to City in a letter dated December 23, 1987, of its intentions to hire Webb and thereafter WMWD did engage Webb and Webb proceeded to design turnout metering and flow-regulating facilities, which design is now acceptable to both WMWD and MWD; and

D. WHEREAS, it is City's intention to build its own pressure-regulating facilities for the project at the same time that WMWD intends to construct its metering and flow-regulating facilities; and

E. WHEREAS, the construction to be carried out by WMWD and the construction to be carried out by City are to occur on the same site; and

F. WHEREAS, City and WMWD desire to avoid, as much as possible, confusion, interference and delays, and desire to integrate their respective contracts and allow the City to administer the City's project and WMWD's project as a single project ("Combined Project").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, City and WMWD agree as follows:

Agreement1. City's Rights and Obligations.

(a) City shall construct the Combined Project at City's expense.

(b) City shall administer and inspect all contract work associated with the Combined Project; provided, however, that all aspects of the contract work for WMWD metering and flow regulating facilities are subject to review and approval by WMWD, which approval shall not be unreasonably withheld and shall be given timely so as to avoid project delays.

(c) City shall pay to WMWD the cost of City's share of the telemetry facilities being provided by WMWD for the operation of the metering/flow regulating facilities. Said telemetry facilities shall include, but not be limited to, cable, remote control terminals and a central control unit.

(d) City shall pay for the cost of design of the facility for the rate of flow control and metering.

(e) City shall pay for all water delivered through the turnout at a rate to be established by WMWD, such rates to include both water sold and a proportionate share of fixed costs.

2. WMWD's Rights and Obligations.

(a) WMWD shall own and operate turnout through meter and regulation of flow facility.

(b) WMWD shall have final approval of all contract work, pertaining to WMWD metering/flow regulating facilities, which approval shall not be unreasonably withheld and shall be given timely so as to avoid project delays.

3. Term. The term of this Agreement shall be until the completion of the Combined Project, namely the construction of facilities and acceptance of the construction of the facilities by the City and WMWD.

4. Notices. All notices, requests, demands, certificates and other communication hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed by United States Certified or Registered mail, postage prepaid, to the appropriate parties at the following addresses. Notice shall be deemed given at the time personally delivered or, if mailed, seventy-two (72) hours after deposit in the U.S. Postal Service.

Any notices or filings required to be given or made under this Agreement shall be served or made in the following manner:

(a) Upon WMWD by serving the Secretary or General Manager of WMWD personally or by registered mail, addressed to the General Manager, Western Municipal Water District, P.O. Box 5286, Riverside, CA 92517-5286, with a copy to Anne T. Thomas, Best, Best & Krieger, 800 North Haven, Suite 120, Ontario, CA 91764.

(b) Upon City by serving the Public Utilities Director personally or by registered mail, addressed to Public Utilities Director, City of Riverside, Public Utilities Department, 3900 Main Street, Riverside, CA 92522.

5. Assignment. Neither this Agreement nor any rights of any party hereunder shall be assignable or transferable by any party, in whole or in part, directly or indirectly, by operation of law or otherwise without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7. Governing Law: Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Riverside County, State of California.

8. Time is of the Essence. Time is of the essence in this Agreement and its provisions.

9. Severability. If any provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

10. Attorney's Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, because of any alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

11. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original and which collectively will constitute one instrument.

12. Captions. The caption of the articles and sections of this Agreement are included for purposes of convenience only and the words contained in the caption shall not affect the construction or interpretation of any of the provisions.

13. Hold Harmless. WMWD agrees to hold City harmless from any liability for damages or claims for personal injury and property damage which do not result from the negligent acts of City, its officials, officers, agents or employees, and City agrees to hold WMWD harmless from liability for damages or claims for personal injury or property damage resulting from the negligence of City.

14. Effective Date. The effective date of this Agreement is the date first set forth above.

IN WITNESS WHEREOF, WMWD has caused this Agreement to be executed by the President of its Board of Directors and attested by the Secretary thereof and the City has executed by its Mayor and attested by its City Clerk.

APPROVED AS TO FORM:

Attorney for Western
Municipal Water District
of Riverside Co.

APPROVED AS TO FORM:

Robert A. Laine
Attorney for the
City of Riverside

WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE CO.

By: _____

President

ATTEST:

By: _____

Secretary

CITY OF RIVERSIDE,
A MUNICIPAL CORPORATION

By: _____

Mayor

ATTEST:

By: _____

City Clerk

Exhibit "A"

**Agreement for Service Right in the Western
Municipal Water District State Project
Water Pipeline
dated September 23, 1986**

AGREEMENT FOR SERVICE RIGHT IN THE WESTERN
MUNICIPAL WATER DISTRICT STATE PROJECT WATER PIPELINE

THIS AGREEMENT made this 23rd day of September, 1986, is entered into by and between the WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY ("WMWD"), a municipal water district organized under the laws of the State of California and a member agency of the Metropolitan Water District of Southern California ("MWD") and of the Santa Ana Watershed Project Authority ("SAWPA"), and the CITY OF RIVERSIDE, a charter city ("CITY").

RECITALS

1. The Santa Ana Watershed Project Authority, a joint powers agency organized and existing pursuant to the laws of California and to a certain Joint Powers Agreement of January, 1975, exercising the powers common to its member agencies ("SAWPA"), has agreed to engineer, design, and construct an imported water conveyance system within the service area of WMWD, consisting of a gravity pipeline, a pressure pipeline, a reservoir and a pumping station ("PROJECT"), for the purpose of supplying treated water to WMWD's service area for irrigation, domestic and industrial uses. PROJECT Construction is presently estimated to be complete by 1990.

SAWPA has entered into a contract with the United States pursuant to the Small Reclamation Projects Act for a loan to construct the PROJECT entitled Contract Between the U.S. and Santa Ana Watershed Project Authority, dated February 11, 1985 and on file with SAWPA which is incorporated herein by reference. SAWPA has estimated the total project cost to be \$23,316,500. The loan, in an amount not to exceed \$14,917,000, has been approved and authorized for funding. The loan contract required the execution of a Lease-Purchase agreement between SAWPA and WMWD, which was executed on January 2, 1985 and is on file with the WMWD at its offices, which Agreement is incorporated herein by reference.

2. By the terms of the Lease-Purchase Agreement, WMWD will lease and operate the PROJECT from SAWPA during the period of time SAWPA is obligated under the loan contract with the United States, and will be solely responsible for all the financial obligations, costs and expenses of the PROJECT and the loan contract. At the time the loan obligation is repaid, SAWPA will convey its ownership interest in the PROJECT to WMWD.

3. WMWD, in turn, will make service rights in the PROJECT available to applicants within its service area, subject to certain payment requirements and terms and conditions.

4. CITY has applied for a service right of 30 cubic feet per second ("cfs"), and has agreed to pay the cost and to comply with the terms and conditions.

5. It is the purpose of this Agreement to provide the terms, conditions and payment schedule under which CITY will acquire a 30 cfs service right in the PROJECT.

COVENANTS

Based upon the foregoing facts, and in consideration of the mutual covenants of the parties, it is hereby agreed as follows:

6. Definitions. As used in this Agreement, these terms shall have the following meaning:

A. Service Right. A right to receive treated State Water Project water service at a specific maximum rate of flow of water at specific connections, to the extent water is available to WMWD from the Metropolitan Water District of Southern California ("MWD"), and to the extent the PROJECT facilities are capable of delivering design capacity flows. The amount of the service right shall be expressed in cubic feet per second as constant flow during a 24-hour period, and shall be equal to the maximum flow which may be required by CITY as measured at its connections on Reach A. Use of the pipeline by any project participant or participants shall not diminish CITY's service right.

B. PROJECT. The PROJECT is an imported water conveyance system intended to carry treated State Water Project water from the Henry J. Mills Filtration Plant ("Mills") on Alessandro Boulevard in western Riverside County to certain locations within the service area of WMWD. The conveyance system consists of two separate pipelines.

The first is a gravity pipeline, which begins at the Mills Filtration Plant and runs westerly approximately 65,000 feet, generally following the alignment of the Box Springs and Upper Feeder right of way belonging to MWD, to a final turnout at Eagle Valley. It includes a 10 million gallon storage facility located near the westerly end of the pipeline.

The second is a pressure pipeline, which will begin at the Mills Filtration Plant and run southerly approximately 18,300 feet, and includes a pumping station located near the Mills Filtration Plant.

C. PROJECT Participants. PROJECT Participants shall be those entities which obtain a service right in the PROJECT from WMWD and agree to abide by the terms and conditions set by WMWD for acquisition and utilization of such right.

D. Gravity Pipeline Reaches. The gravity pipeline shall consist of five reaches and a reservoir which are further defined as follows:

(1) Reach A. Reach A shall be the first reach of the gravity pipeline from the Mills Filtration Plant, running westerly approximately 31,200 feet, and consisting of a 60-inch pipeline.

(2) Reach B. Reach B shall be the second reach of the gravity pipeline from the Mills Plant, commencing at the westerly end of Reach A, running westerly approximately 14,600 feet, and consisting of a 54-inch pipeline.

(3) Reach C. Reach C shall be the third reach of the gravity pipeline, commencing at the westerly end of Reach B, running westerly approximately 3,200 feet, and consisting of a 48-inch pipeline.

(4) Reach D. Reach D shall be the fourth reach of the gravity pipeline, commencing at the end of Reach C, running westerly approximately 12,300 feet, consisting of a 48-inch pipeline.

(5) Reach E. Reach E shall be the fifth reach of the gravity pipeline, commencing at the western end of Reach D, running westerly 3,700 feet, consisting of a 36-inch pipeline, and terminating in Eagle Valley.

(6) Reservoir. Reservoir shall mean a 10 million gallon storage facility located along the gravity pipeline toward the westerly end. CITY shall have no storage rights in this facility.

A map generally showing the location and terminus of each Reach and the Reservoir of the PROJECT is attached hereto as Exhibit "A."

E. PROJECT Costs. PROJECT Costs are defined as all ordinary and usual costs relevant to creating the PROJECT for its stated purposes, including construction costs of the gravity pipeline, reservoir, pressure pipeline, pump station, design, engineering, legal and administrative costs, rights of way, Bureau of Reclamation participation, loan application reports, CEQA-EIR costs, field inspection, interest costs, escalation factors and contingencies.

7. CITY Service Right. CITY shall have the right to require and WMWD shall have the obligation to deliver at connections to be determined along or at the end of Reach A, 30 cfs of treated State Water Project water, dependent upon full payment of the purchase price therefor by CITY, and compliance with the terms and conditions set forth herein, and further dependent upon the availability of MWD water to WMWD, and the capability of the PROJECT to deliver water at its design capacity.

8. Price of Service Right. The total price of the 30 cfs service right is fixed at \$2,400,000 and is not subject to changed project requirements, cost overruns, or other increases or decreases in actual costs.

9. Payment Terms. CITY shall pay WMWD the total price of \$2,400,000 in one payment submitted no later than September 26, 1986.

10. Reach A Estimated Completion Date. SAWPA estimates completion of construction of Reach A by February 1, 1988, provided Bureau of Reclamation loan funds continue to be made available as presently expected and authorized. WMWD agrees to exercise its best efforts to cause SAWPA to use due diligence in completing construction of Reach A by February 1, 1988.

WMWD also agrees to use its best efforts to provide water service to CITY immediately after acceptance of Reach A, regardless of completion of subsequent reaches of the gravity pipeline.

11. Operation, Maintenance, Repair and Replacement Costs (Gravity Pipeline). Operation and maintenance costs which shall be those associated with the gravity section of the PROJECT shall be divided between fixed and variable costs.

A. Fixed Costs, which shall include an amount for replacement, shall be charged to PROJECT participants as an annual charge on a fiscal year basis, and divided among participants based on each participant's percent of allocated service rights, whether or not the participants take delivery of the flow. The fixed costs may also be divided among participants on a reach by reach basis.

Replacement shall mean replacement after destruction by acts of God, malicious mischief, vandalism, extraordinary major maintenance costs or similar events. If such

replacement becomes necessary when there are insufficient funds to cover the costs, WMWD shall meet with the PROJECT participants to determine how such costs shall be met.

B. Variable Costs shall be included in the rate for water, which shall be paid on a monthly basis. The water rate shall be the sum of the MWD rate for treated water, WMWD'S administrative charge, and variable costs of operation and maintenance of the gravity pipeline portion of the PROJECT. Payments shall be based on the net amount of water delivered to CITY'S connections on Reach A. The water rate shall apply to the quantity of water delivered at each connection and shall be billed monthly.

WMWD shall establish an independent cost center and an annual budget for the operation and maintenance of the gravity pipeline portion of the Project. CITY shall be provided the opportunity to review and comment upon the proposed budget prior to its adoption by WMWD'S board. Operation and maintenance cost amounts for this portion of the Project shall be based on the annual budget.

12. Point of Delivery. CITY shall be entitled to take delivery of its 30 cfs of water at a connection or connections, not to exceed 3, at such location or locations on Reach A as shall be determined by the parties. The primary water source shall be California State Water Project water, treated and delivered to WMWD at the Mills Plant. CITY shall be responsible for the costs of whatever additional

facilities required to make a connection to the PROJECT, including a structure, valves, meter, and telemetry, although the actual design and construction of such connection facility shall be completed by WMWD. Such costs shall be paid to WMWD in advance of letting any contract for the work or the purchase of any necessary equipment or facilities. Once a connection has been made, the connection facilities and meter shall belong to WMWD, and WMWD shall be responsible for their operation, maintenance, repair and replacement.

The CITY will have the right to install, maintain and inspect its own telemetry equipment and connections within the metering facilities. WMWD shall provide electrical contacts and meter characteristics as approved by the CITY for CITY's telemetry equipment and a flanged connection for the CITY's pipeline. All CITY's telemetry equipment shall belong to the CITY and CITY shall be responsible for its operation, maintenance, repair and replacement. The CITY will demonstrate the capability of flow control for its service connections.

13. Operation and Administration.

A. Scheduled outages - WMWD will provide advance notice of any scheduled pipeline outage.

B. Connection Right of Way - WMWD will assist CITY in obtaining permanent and temporary construction easements from MWD for right of way needed to connect to the metering facilities.

C. Corrosion control - The pipeline will be bonded and test leads will be brought to the surface and WMWD will monitor potential for corrosion and provide corrosion control if necessary as part of the operation and maintenance.

D. Changes in flow - WMWD will permit instantaneous changes in flow at the CITY's connection provided WMWD is permitted by MWD to make instantaneous changes in flow from the Mills treated water reservoir.

14. Title to PROJECT. After all payments on the loan obligations are made, SAWPA will convey title of the PROJECT to WMWD which shall thenceforth be the sole owner and operator of the PROJECT and of capacity in the PROJECT. Notwithstanding any provisions of this Agreement, PROJECT participants shall have no ownership rights to PROJECT facilities or capacity. Further, no right created by this Agreement may be assigned, sold, leased, or transferred.

15. Reversion of Service Right. If CITY should determine it does not need its full 30 cfs service right, it may notify WMWD and request a reversion of the surplus to WMWD. If WMWD thereafter sells that right to another participant or new party, it shall reimburse CITY the amount of CITY'S purchase price for that portion, plus 8.64% interest annually from date of purchase. WMWD, however, is under no obligation to offer such reverted rights to a purchaser in advance of offering any other then-existing capacity.

16. Agreement Subject To Terms Of Prior Agreements.

This Agreement is subject to all the terms and conditions of the Lease Payment Agreement between SAWPA and WMWD dated January 2, 1985 and between SAWPA and the United States through the Loan Contract.

17. Default. Should CITY fail to perform its obligations under this Agreement with respect to payment for the service right, or with respect to the fixed and variable costs of operation, maintenance, repair or replacement, the following shall apply:

A. Default on Service Right. If CITY shall fail to make any payment due herein of the service right within ten (10) days from the date such payment is due, or if CITY shall fail to keep any of the terms and conditions of this Agreement concerning payment for the service right, then CITY shall be deemed to be in default hereunder. If CITY should, after notice, fail to remedy any such default with all reasonable dispatch, not to exceed thirty (30) days, then WMWD shall have the right, at its option, without any further demand or notice, to terminate this Agreement and to take possession of CITY's service right in the PROJECT and to declare CITY's right forfeited, and to thereafter hold or resell such right to other applicants without reimbursement to CITY.

With respect to the payment for the service right, this shall be the exclusive and only remedy for CITY's default should WMWD elect to pursue a remedy.

B. Default on Operation, Maintenance, Repair or Replacement Costs. If CITY shall fail to make any payment due herein within thirty (30) days from the invoice date, or if CITY shall fail to keep any of the terms and conditions of this contract concerning payment of operation, maintenance, repair or replacement costs, then CITY shall be deemed to be in default hereunder and WMWD shall have the right, at its option, without any further demand or notice, to terminate water service.

These rights are not intended to constitute WMWD's exclusive remedies, and they shall be in addition to any other right or remedy that WMWD may have for damages, termination of the Agreement, injunction, or other relief allowed by law.

18. Notices. Any notices or filings required to be given or made under this Agreement shall be served or made in the following manner:

A. Upon WMWD, by serving the Secretary or General Manager of WMWD personally or by registered mail addressed to the General Manager, Western Municipal Water District, 450 Alessandro Boulevard, Riverside, California 92508, P. O. Box 5286, Riverside, California 92517-5286.

B. Upon CITY, by serving the Public Utilities Director personally or by registered mail, Public Utilities Department, 3900 Main Street, Riverside, California 92522.

19. Severability. If any section or portion of this Agreement or the application thereof to any party is for any reason held invalid, it shall be deemed severable, and the validity of the remainder of the Agreement shall not be affected thereby.

20. Attorneys' Fees. Should either party hereto commence an action to enforce the provisions of this Agreement, then such party that prevails in that action shall be entitled to reasonable attorneys' fees, costs, expert witness fees, consulting fees and testing fees.

21. Amendments. This Agreement may be amended with the mutual consent of the parties, provided that such amendment shall be in writing, signed and dated by both parties hereto.

22. Hold Harmless. WMWD agrees to hold CITY harmless from any liability for damages or claims for personal injury and property damage which do not result from the negligent acts of CITY, its officials, officers, agents or employees, and CITY agrees to hold WMWD harmless from any liability for damages or claims for personal injury or property damage resulting from the negligence of CITY.

IN WITNESS WHEREOF, WMWD has caused this Agreement to be executed by the President of its Board of Directors and attested by the Secretary thereof, and CITY has executed this by its Mayor and attested by its CITY Clerk.

APPROVED AS TO FORM:

WESTERN MUNICIPAL WATER
FOR RIVERSIDE COUNTY

Anne T. Thomas
Attorney for Western
Municipal Water District
for Riverside County

By: David H. Anderson

ATTESTED BY:

David H. Anderson

CITY OF RIVERSIDE
a municipal corporation

By: Ron Louver Mayor Pro Tempore

APPROVED AS TO FORM:

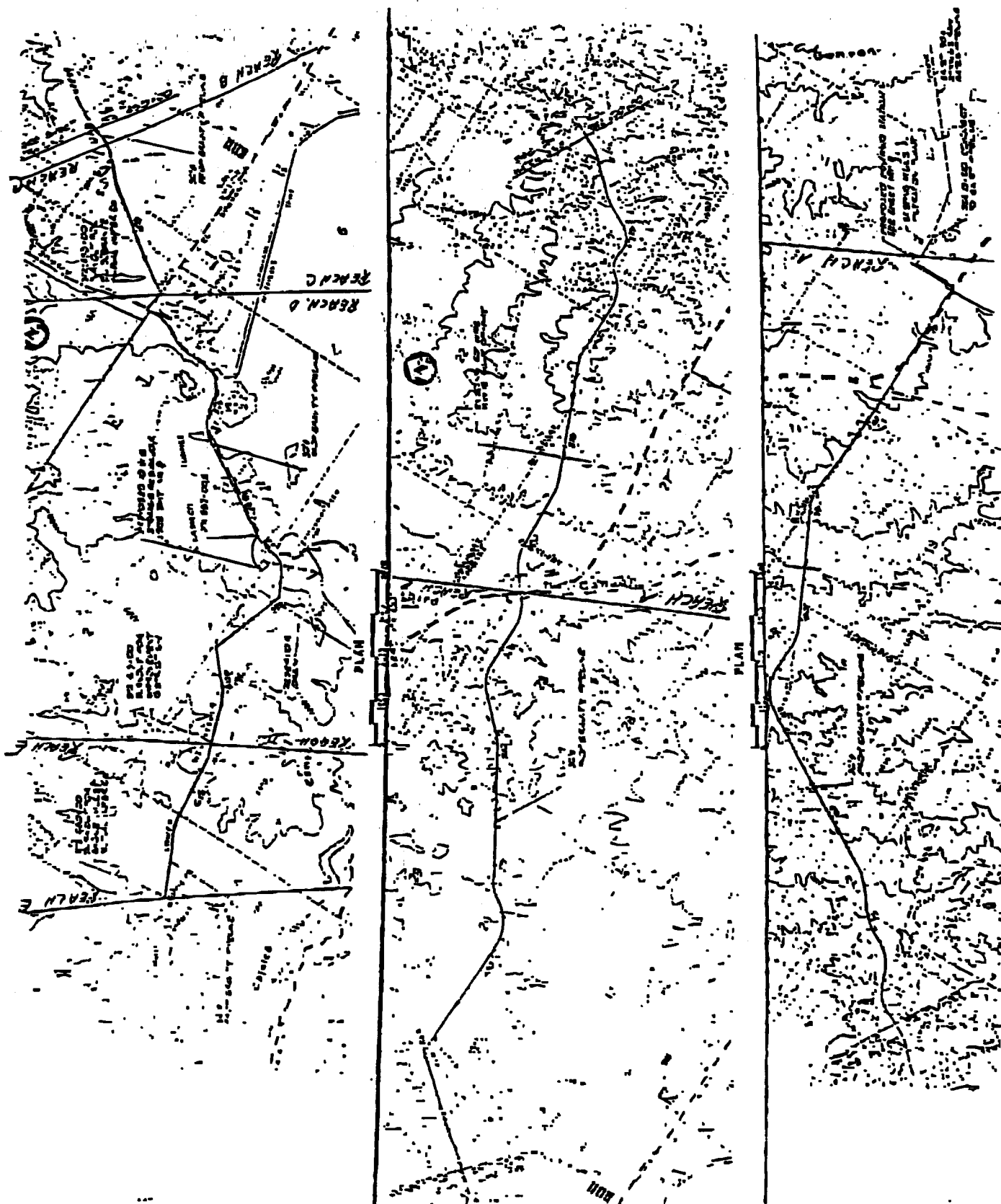
ATTESTED BY:

John Woodliff
City Attorney
City of Riverside

Alice A. Hare
City Clerk

ATT0015

EXHIBIT "A"





Appendix I: Western – San Bernardino Judgment

FILED
RIVERSIDE COUNTY

APR 17 1969

DONALD O. SULLIVAN, Clerk
By W. M. M. M. Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER)
DISTRICT OF RIVERSIDE)
COUNTY, et al.,)

Plaintiff,)

v.)

EAST SAN BERNARDINO COUNTY)
WATER DISTRICT, et al.,)

Defendants.)

78426
No. 784726

STIPULATION FOR JUDGMENT

CLAYSON, STARK, ROTHROCK & MANN
ATTORNEYS AT LAW
LAW BUILDING
601 SOUTH MAIN STREET
P. O. BOX 670
CORONA, CALIFORNIA 91720
737-1910
689-7241

The undersigned, as counsel for the indicated parties in
the above-entitled action, hereby stipulate and agree as
follows:

(1) That judgment, substantially in the form
attached hereto as Exhibit "A", may be entered by
the Court herein.

(2) That the limitation periods specified in
Sections 581 and 583 of the Code of Civil Procedure
are by this stipulation extended to and including
the date hereof.

(3) Each party to this stipulation expressly

1 waives findings of fact and conclusions of law in
2 support of the Judgment, and specifically waives any
3 right to appeal therefrom; provided that nothing
4 herein contained shall be deemed to restrict or im-
5 pair the rights of any parties in relation to any
6 proceeding which may hereafter be undertaken in connec-
7 tion with the exercise of the Court's reserved juris-
8 diction or determinations of the Watermaster.

9 Dated: April 17, 1969.

11 SAN BERNARDINO VALLEY
12 MUNICIPAL WATER DISTRICT

13 By Joseph E. Benachman
14 President

BEST, BEST & KRIEGER

By Arthur d. Littleworth
for Western Municipal Water
District of Riverside County

15 and Le Roy Woodhead
16 Secretary

JOHN WOODHEAD, City Attorney
LELAND J. THOMPSON JR.

17 Approved Martin McDonough
18 Attorney

By Leland J. Thompson
for City of Riverside,
for itself and as successor
in interest to Gage Canal
Company

22 CLAYSON, STARK, ROTHROCK & MANN

23 By Donald D. Stark
24 for Agua Mansa Water Company
25 and Meeks & Daley Water
26 Company

27 REDWINE & SHERRILL

28 By Francis C. Sherrill
29 for Riverside Highland Water
30 Company

31 THOMAS J. CUNNINGHAM
32 JOHN P. SPARROW
ROBERT C. FIELD

By John P. Sparrow
for The Regents of the University
of California

JUDGMENT

FILED
RIV. RICE COUNTY

APR 17 1969

DONALD H. KELLY, Clerk
By *[Signature]* Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF
RIVERSIDE COUNTY, a municipal water
district; CITY OF RIVERSIDE, a
municipal corporation; THE GAGE
CANAL COMPANY, a corporation; AGUA
MANSA WATER COMPANY, a corporation,
MEEKS & DALEY WATER COMPANY, a
corporation; RIVERSIDE HIGHLAND
WATER COMPANY, a corporation, and
THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Plaintiffs,

-vs-

(A) EAST SAN BERNARDINO COUNTY
WATER DISTRICT, et al.,

Defendants

78426
No. 784726

[Signature]
4/17/69

JUDGMENT

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Boundaries of San Bernardino
Valley Municipal Water
District & Western Municipal
Water District of Riverside
County

APPENDIX B --

Extractions by Plaintiffs from San
Bernardino Basin Area.

APPENDIX C --

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Miscellaneous Data

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1 therefor,

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3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

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5 I

6 ACTIVE PARTIES

7
8 (a) The parties to this Judgment are as follows:

9 (1) Plaintiff Western Municipal Water District
10 of Riverside County, a California municipal water district,
11 herein often called "Western", appearing and acting pursuant to
12 Section 71751 of the Water Code;

13 (2) Plaintiff City of Riverside, a municipal
14 corporation;

15 (3) Plaintiffs Riverside Highland Water
16 Company, Agua Mansa Water Company and Meeks & Daley Water
17 Company, each of which is a mutual water company and a
18 California corporation;

19 (4) Plaintiff The Regents of the University
20 of California, a California public corporation;

21 (5) Defendant San Bernardino Valley
22 Municipal Water District, a California municipal water district,
23 herein often called "San Bernardino Valley", appearing and
24 acting pursuant to Section 71751 of the Water Code;

25 (b) This Judgment shall inure to the benefit of, and
26 be binding upon, the successors and assigns of the parties.

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28 II

29 DISMISSED PARTIES

30 All parties other than those named in the preceding
31 Paragraph I are dismissed without prejudice.

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III
PRIOR JUDGMENTS

(a) The Judgment dated and entered on May 13, 1959, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino, entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff v. Riverside Water Company, a corporation, et al., Defendants", No. 97031, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to the rights determined in that action.

(b) The Judgment dated June 23, 1965, and entered on April 21, 1966, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff, v. Riverside Water Company, a corporation, et al., Defendants," No. 111614, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to any rights determined in that action.

(c) As used in this Paragraph III only, "party" includes any person or entity which stipulates with the parties hereto to accept this Judgment.

IV

DEFINITIONS

The following ground water basins and tributary areas are situated within the Santa Ana River watershed upstream from Riverside Narrows and are tributary thereto, and their approximate locations and boundaries for purposes of this Judgment are shown upon the map attached hereto as Appendix "A"; San Bernardino Basin Area (the area above Bunker Hill Dike, but excluding certain mountainous regions and the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins); Colton Basin Area, Riverside Basin Area within San Bernardino County, and Riverside Basin Area within Riverside County.

As used herein the following terms shall have the meanings herein set forth:

(a) Bunker Hill Dike - The San Jacinto Fault, located approximately as shown on Appendix "A", and forming the principal downstream boundary of the San Bernardino Basin Area.

(b) Riverside Narrows - That bedrock narrows in the Santa Ana River indicated on Appendix "A".

(c) Extractions - Any form of the verb or noun shall include pumping, diverting, taking or withdrawing water, either surface or subsurface, by any means whatsoever, except extractions for hydroelectric generation to the extent that such flows are returned to the stream, and except for diversions for replenishment.

(d) Natural Precipitation - Precipitation which falls naturally in the Santa Ana River watershed.

(e) Imported Water - Water brought into the Santa Ana River watershed from sources of origin outside such watershed.

1 (f) Replenishment - Artificial recharge of the
2 ground water body achieved through the spreading or retention of
3 water for the purpose of causing it to percolate and join the
4 underlying ground water body, or injection of water into the
5 ground water resources by means of wells; provided that as used
6 with reference to any obligation of Western to replenish the
7 Riverside Basin Area in Riverside County, the term replenishment
8 shall include any water caused to be delivered by Western for
9 which credit is received by San Bernardino Valley against its
10 obligation under the Orange County Judgment to provide base
11 flow at Riverside Narrows.

12 (g) Safe Yield - Safe yield is that maximum
13 average annual amount of water that could be extracted from the
14 surface and subsurface water resources of an area over a period
15 of time sufficiently long to represent or approximate long-time
16 mean climatological conditions, with a given areal pattern of
17 extractions, under a particular set of physical conditions or
18 structures as such affect the net recharge to the ground water
19 body, and with a given amount of usable underground storage
20 capacity, without resulting in long-term, progressive lowering
21 of ground water levels or other undesirable result. In
22 determining the operational criteria to avoid such adverse
23 results, consideration shall be given to maintenance of adequate
24 ground water quality, subsurface outflow, costs of pumping,
25 and other relevant factors.

26 The amount of safe yield is dependent in part upon
27 the amount of water which can be stored in and used from the
28 ground water reservoir over a period of normal water supply
29 under a given set of conditions. Safe yield is thus related to
30 factors which influence or control ground water recharge, and
31

1 to the amount of storage space available to carry over recharge
2 occurring in years of above average supply to years of
3 deficient supply. Recharge, in turn, depends on the available
4 surface water supply and the factors influencing the
5 percolation of that supply to the water table.

6 Safe yield shall be determined in part through the
7 evaluation of the average net groundwater recharge which would
8 occur if the culture of the safe yield year had existed over
9 a period of normal native supply.

10 (h) Natural Safe Yield - That portion of the safe
11 yield of the San Bernardino Basin Area which could be derived
12 solely from natural precipitation in the absence of imported
13 water and the return flows therefrom, and without
14 contributions from new conservation. If in the future any
15 natural runoff tributary to the San Bernardino Basin Area is
16 diverted away from that Basin Area so that it is not included
17 in the calculation of natural safe yield, any replacement made
18 thereof by San Bernardino Valley or entities within it from
19 imported water shall be included in such calculation.

20 (i) New Conservation - Any increase in
21 replenishment from natural precipitation which results from
22 operation of works and facilities not now in existence, other
23 than those works installed and operations which may be
24 initiated to offset losses caused by increased flood control
25 channelization.

26 (j) Year - A calendar year from January 1 through
27 December 31. The term "annual" shall refer to the same period
28 of time.

29 (k) Orange County Judgment - The final judgment
30 in Orange County Water District v. City of Chino, et al.,
31 Orange County Superior Court No. 117628, as it may from time to
32

time be modified.

(1) Return Flow - That portion of the water applied for use in any particular ground water basin which subsequently reaches the ground water body in that basin.

(m) Five Year Period - a period of five consecutive years.

V

EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

(a) For Use by Plaintiffs. The average annual extractions from the San Bernardino Basin Area delivered for use in each service area by each Plaintiff for the five year period ending with 1963 are hereby determined to be as set forth in Table B-1 of Appendix "B". The amount for each such Plaintiff delivered for use in each service area as set forth in Table B-1 shall be designated, for purposes of this Judgment, as its "base right" for such service area.

(b) For Use by Others. The total actual average annual extractions from the San Bernardino Basin Area by entities other than Plaintiffs for use within San Bernardino County for the five year period ending with 1963 are assumed to be 165,407 acre feet; the correct figure shall be determined by the Watermaster as herein provided.

VI

SAN BERNARDINO BASIN AREA RIGHTS AND REPLENISHMENT

(a) Determination of Natural Safe Yield. The natural safe yield of the San Bernardino Basin Area shall be computed by the Watermaster, reported to and determined initially by supplemental order of this Court, and thereafter

1 shall be subject to the continuing jurisdiction thereof.

2 (b) Annual Adjusted Rights of Plaintiffs.

3 1. The annual "adjusted right" of each
4 Plaintiff to extract water from the San Bernardino
5 Basin Area for use in each service area designated
6 in Table B-1 shall be equal to the sum of the
7 following:

8 (a) its base right for such service area, until
9 the natural safe yield of the San Bernardino Basin
10 Area is determined, and thereafter its percentage
11 of such natural safe yield determined by the
12 methods used in Table B-2; and (b) an equal
13 percentage for each service area of any new
14 conservation, provided the conditions of the
15 subparagraph 2 below have been met.

16 2. In order that the annual adjusted
17 right of each such Plaintiff shall include its
18 same respective percentage of any new conservation,
19 such Plaintiff shall pay its proportionate share
20 of the costs thereof. Each Plaintiff shall have
21 the right to participate in new conservation projects,
22 under procedures to be determined by the Watermaster
23 for notice to Plaintiffs of the planned construction
24 of such projects. With respect to any new
25 conservation brought about by Federal installations,
26 the term "costs" as used herein shall refer to any
27 local share required to be paid in connection with
28 such project. Each Plaintiff shall make its
29 payment at times satisfactory to the constructing
30 agency, and new conservation shall be credited to
31 any participating Plaintiff as such conservation is
32 effected.

1 3. In any five year period, each
2 Plaintiff shall have the right to extract from the
3 San Bernardino Basin Area for use in each service
4 area designated in Table B-1 an amount of water
5 equal to five times its adjusted right for such
6 service area; provided, however, that extractions by
7 each Plaintiff in any year in any service area shall
8 not exceed such Plaintiff's adjusted right for that
9 service area by more than 30 percent.

10 4. If the natural safe yield of the
11 San Bernardino Basin Area has not been determined by
12 January 1, 1972, the initial determination thereof
13 shall be retroactive to that date and the rights
14 of the Plaintiffs, and the replenishment
15 obligation of San Bernardino Valley as hereinafter
16 set forth, shall be adjusted as of such date. Any
17 excess extractions by Plaintiffs shall be charged
18 against their respective adjusted rights over the
19 next five year period, or in the alternative,
20 Plaintiffs may pay to San Bernardino Valley the
21 full cost of any replenishment which it has pro-
22 vided as replenishment for such excess extractions.
23 Any obligation upon San Bernardino Valley to pro-
24 vide additional replenishment, by virtue of such
25 retroactive determination of natural safe yield,
26 may also be discharged over such next five year
27 period.

28 5. Plaintiffs and each of them and
29 their agents and assigns are enjoined from extracting
30 any more water from the San Bernardino Basin Area than
31 is permitted under this Judgment. Changes in place
32

1 of use of any such water from one service area to
2 another shall not be made without the prior
3 approval of Court upon a finding of compliance
4 with Paragraph XV(b) of this Judgment. So long
5 as San Bernardino Valley is in compliance with all
6 its obligations hereunder, and Plaintiffs are
7 allowed to extract the water provided for in this
8 Judgment, Plaintiffs are further enjoined from
9 bringing any action to limit the water extracted
10 from the San Bernardino Basin Area for use within
11 San Bernardino Valley.

12 6. Nothing in this Judgment shall
13 prevent future agreements between San Bernardino
14 Valley and Western under which additional
15 extractions may be made from the San Bernardino Basin
16 Area, subject to the availability of imported water
17 not required by San Bernardino Valley, and subject
18 to payment satisfactory to San Bernardino Valley
19 for replenishment required to compensate for such
20 additional extractions.

21
22 (c) San Bernardino Valley Replenishment. San
23 Bernardino Valley shall provide imported water for
24 replenishment of the San Bernardino Basin Area at least equal
25 to the amount by which extractions therefrom for use within
26 San Bernardino County exceed during any five year period the
27 sum of: (a) five times the total average annual extractions
28 determined under Paragraph V(b) hereof, adjusted as may be
29 required by the natural safe yield of the San Bernardino Basin
30 Area; and (b) any new conservation to which users within San
31 Bernardino Valley are entitled. Such replenishment shall be

1 supplied in the year following any five year period; provided
2 that during the first five year period, San Bernardino Valley
3 shall supply annual amounts on account of its obligations
4 hereunder, and such amounts shall be not less than fifty
5 percent of the gross amount of excess extractions in the
6 previous year.

7 1. Against its replenishment obligation
8 over any five year period San Bernardino Valley shall
9 receive credit for that portion of such excess
10 extractions that returns to the ground water of the
11 San Bernardino Basin Area.

12 2. San Bernardino Valley shall also
13 receive credit against any future replenishment
14 obligations for all replenishment which it provides
15 in excess of that required herein, and for any
16 amounts which may be extracted without replenishment
17 obligation, which in fact are not extracted.

18 (d) In this subparagraph (d), "person" and "entity"
19 mean only those persons and entities, and their successors
20 in interest, which have stipulated with the parties to this
21 Judgment within six months after its entry to accept this
22 Judgment.

23 San Bernardino Valley agrees that the base rights of
24 persons or entities other than Plaintiffs to extract water
25 from the San Bernardino Basin Area for use within San
26 Bernardino Valley will be determined by the average annual
27 quantity extracted by such person or entity during the five
28 year period ending with 1963. After the natural safe yield
29 of the San Bernardino Basin Area is determined hereunder, such
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1 base rights will be adjusted to such natural safe yield; the
2 adjusted right of each such person or entity shall be that
3 percentage of natural safe yield as determined hereunder from
4 time to time which the unadjusted right of such person or
5 entity is of the amount determined under Paragraph V(b).

6 San Bernardino Valley further agrees that in the
7 event the right to extract water of any of such persons or
8 entities in the San Bernardino Basin Area is adjudicated and
9 legal restrictions placed on such extractions which prevent
10 extracting of water by said persons or entities in an amount
11 equal to their base rights, or after natural safe yield is
12 determined, their adjusted rights, San Bernardino Valley will
13 furnish to such persons or entities or recharge the ground
14 water resources in the area of extraction for their benefit
15 with imported water, without direct charge to such persons or
16 entities therefor, so that the base rights, or adjusted
17 rights, as the case may be, may be taken by the person or
18 entity.

19 Under the provisions hereof relating to furnishing
20 of such water by San Bernardino Valley, such persons or
21 entities shall be entitled to extract in addition to their
22 base rights or adjusted rights any quantities of water spread
23 for repumping in their area of extractions, which has been
24 delivered to them by a mutual water company under base rights
25 or adjusted base rights included by the Watermaster under the
26 provisions of Paragraph V (b) hereof. Extractions must be
27 made within three years of spreading to so qualify.
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VII

WATER DISCHARGED ACROSS THE BUNKER HILL DIKE

San Bernardino Valley shall keep in force an agreement with the City of San Bernardino that the present annual quantity of municipal sewage effluent discharged across Bunker Hill Dike, assumed for all purposes herein to be 16,000 acre feet annually, shall be committed to the discharge of the downstream obligations imposed on San Bernardino Valley under this Judgment or under the Orange County Judgment, and that such effluent shall comply with the requirements of the Santa Ana River Basin Regional Water Quality Control Board in effect December 31, 1968.

VIII

EXTRACTIONS FROM COLTON BASIN AREA AND RIVERSIDE
BASIN AREA IN SAN BERNARDINO COUNTY.

(a) The average annual extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use outside San Bernardino Valley, for the five year period ending with 1963 are assumed to be 3,349 acre feet and 20,191 acre feet, respectively; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from each such Basin Area for use outside San Bernardino Valley, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess

1 extractions over such 20 percent peaking allowance.

2 (c). To the extent that extractions from each such
3 Basin Area for use outside San Bernardino Valley exceed the
4 amounts specified in the next preceding Paragraph (b), Western
5 shall provide replenishment. Except for any extractions in
6 excess of the 20 percent peaking allowance, such replenishment
7 shall be supplied in the year following any five year period,
8 and shall not be from reclaimed water produced within San
9 Bernardino Valley. Such replenishment shall also be of a
10 quality at least equal to the water extracted from the Basin
11 Area being recharged; provided, that water from the State Water
12 Project shall be deemed to be of acceptable quality.

13 Replenishment shall be supplied to the Basin Area from which
14 any excess extractions have occurred and in the vicinity of
15 the place of the excess extractions to the extent required to
16 preclude influence on the water level in the three wells below
17 designated; provided that discharge of imported water into the
18 Santa Ana River or Warm Creek from a connection on the State
19 Aqueduct near the confluence thereof, if released in accordance
20 with a schedule approved by the Watermaster to achieve
21 compliance with the objectives of this Judgment, shall satisfy
22 any obligation of Western to provide replenishment in the Colton
23 Basin Area, or that portion of the Riverside Basin Area in San
24 Bernardino County, or the Riverside Basin Area in Riverside
25 County.

26 (d) Extractions from the Colton Basin Area and that
27 portion of the Riverside Basin Area within San Bernardino County,
28 for use within San Bernardino Valley, shall not be limited.
29 However, except for any required replenishment by Western,
30 San Bernardino Valley shall provide the water to maintain the
31 static water levels in the area, as determined by wells numbered
32

1 1S 4W 21 Q3, 1S 4W 29 H1, and 1S 4W 29 Q1 at an average level
2 no lower than that which existed in the Fall season of 1963.
3 Such 1963 average water level is hereby determined to be 822.04
4 feet above sea level. In future years, the level shall be
5 computed by averaging the lowest static water levels in each
6 of the three wells occurring at or about the same time of the
7 year, provided that no measurements will be used which reflect
8 the undue influence of pumping in nearby wells, or in the
9 three wells, or pumping from the Riverside Basin in Riverside
10 County in excess of that determined pursuant to Paragraph IX(a)
11 hereof.

12 (e) Extractions by Plaintiffs from the Colton Basin
13 Area and the portion of the Riverside Basin Area in San
14 Bernardino County may be transferred to the San Bernardino
15 Basin Area if the level specified in Paragraph (d) above is
16 not maintained, but only to the extent necessary to restore
17 such 1963 average water level, provided that Western is not
18 in default in any of its replenishment obligations. San
19 Bernardino Valley shall be required to replenish the San
20 Bernardino Basin Area in an amount equal to any extractions so
21 transferred. San Bernardino Valley shall be relieved of
22 responsibility toward the maintenance of such 1963 average water
23 level to the extent that Plaintiffs have physical facilities
24 available to accommodate such transfers of extractions, and
25 insofar as such transfers can be legally accomplished.

26 (f) The Colton Basin Area and the portion of the
27 Riverside Basin Area in San Bernardino County constitute a major
28 source of water supply for lands and inhabitants in both San
29 Bernardino Valley and Western, and the parties hereto have a
30 mutual interest in the maintenance of water quality in these
31 Basin Areas and in the preservation of such supply. If
32

1 the water quality in such Areas, as monitored by the City of
2 Riverside wells along the river, falls below the Objectives set
3 therefor by the Santa Ana River Basin Regional Water Quality
4 Control Board, the Court shall have jurisdiction to modify the
5 obligations of San Bernardino Valley to include, in addition
6 to its obligation to maintain the average 1963 water level,
7 reasonable provisions for the maintenance of such water quality.

8 (g) The primary objectives of Paragraph VIII and
9 related provisions are to allow maximum flexibility to San
10 Bernardino Valley in the operation of a coordinated
11 replenishment and management program, both above and below
12 Bunker Hill Dike; to protect San Bernardino Valley against
13 increased extractions in the area between Bunker Hill Dike and
14 Riverside Narrows, which without adequate provision for
15 replenishment might adversely affect base flow at Riverside
16 Narrows, for which it is responsible under the Orange County
17 Judgment; and to protect the area as a major source of ground
18 water supply available to satisfy the historic extractions
19 therefrom for use within Western, without regard to the method
20 of operation which may be adopted by San Bernardino Valley for
21 the San Bernardino Basin Area, and without regard to the effect
22 of such operation upon the historic supply to the area below
23 Bunker Hill Dike.

24 If these provisions should prove either inequitable or
25 unworkable, the Court upon the application of any party hereto
26 shall retain jurisdiction to modify this Judgment so as to
27 regulate the area between Bunker Hill Dike and Riverside Narrows
28 on a safe yield basis; provided that under such method of
29 operation, (1) base rights shall be determined on the basis of
30 total average annual extractions for use within San Bernardino
31 Valley and Western, respectively, for the five year period ending

1 with 1963; (2) such base rights for use in both Districts shall
2 be subject to whatever adjustment may be required by the safe
3 yield of the area, and in the aggregate shall not be exceeded
4 unless replenishment therefor is provided; (3) in calculating
5 safe yield, the outflow from the area at Riverside Narrows shall
6 be determined insofar as practical by the base flow obligations
7 imposed on San Bernardino Valley under the Orange County
8 Judgment; and (4) San Bernardino Valley shall be required to
9 provide replenishment for any deficiency between the actual
10 outflow and the outflow obligation across Bunker Hill Dike as
11 established by safe yield analysis using the base period of
12 1934 through 1960.

13
14 IX

15 EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA
16 IN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO RIVERSIDE NARROWS.

17 (a) The average annual extractions from the portion
18 of the Riverside Basin Area in Riverside County which is
19 tributary to Riverside Narrows, for use in Riverside County,
20 for the five year period ending with 1963 are assumed to be
21 30,044 acre feet; the correct figures shall be determined by
22 the Watermaster as herein provided.

23 (b) Over any five year period, there may be
24 extracted from such Basin Area, without replenishment
25 obligation, an amount equal to five times such annual average
26 for the Basin Area; provided, however, that if extractions in
27 any year exceed such average by more than 20 percent, Western
28 shall provide replenishment in the following year equal to the
29 excess extractions over such 20 percent peaking allowance.

30 (c) To the extent that extractions from such Basin
31 Area exceed the amounts specified in the next preceding
32

1 Paragraph (b), Western shall provide replenishment. Except
2 for any extractions in excess of the 20 percent peaking
3 allowance, such replenishment shall be supplied in the year
4 following any five year period, and shall be provided at or
5 above Riverside Narrows.

6 (d) Western shall also provide such replenishment
7 to offset any reduction in return flow now contributing to the
8 base flow at Riverside Narrows, which reduction in return
9 flow results from the conversion of agricultural uses of water
10 within Western to domestic or other uses connected to sewage
11 or waste disposal systems, the effluent from which is not
12 tributary to the rising water at Riverside Narrows.

13
14 X

15 REPLENISHMENT TO OFFSET NEW EXPORTS OF WATER TO AREAS
16 NOT TRIBUTARY TO RIVERSIDE NARROWS.

17 Certain average annual amounts of water extracted
18 from the San Bernardino Basin Area and the area downstream
19 therefrom to Riverside Narrows during the five year period
20 ending in 1963 have been exported for use outside of the area
21 tributary to Riverside Narrows and are assumed to be 50,667
22 acre feet annually as set forth in Table C-1 of Appendix "C";
23 the correct amount shall be determined by the Watermaster as
24 herein provided. Western shall be obligated to provide
25 replenishment at or above Riverside Narrows for any increase
26 over such exports by Western or entities within it from such
27 areas for use within areas not tributary to Riverside Narrows.
28 San Bernardino Valley shall be obligated to provide
29 replenishment for any increase over the exports from San
30 Bernardino Valley for use in any area not within Western nor
31 tributary to Riverside Narrows as set forth in Table C-2 of
32

1 Appendix. "C", such amounts being subject to correction by the
2 Watermaster, or for any exports from the San Bernardino Basin
3 Area for use in the Yucaipa, San Timoteo, Oak Glen and
4 Beaumont Basins.

5 XI

6 REPLENISHMENT CREDITS AND ADJUSTMENT FOR QUALITY

7
8 (a) All replenishment provided by Western under
9 Paragraph IX and all credits received against such
10 replenishment obligation shall be subject to the same adjustments
11 for water quality applicable to base flow at Riverside Narrows,
12 as set forth in the Orange County Judgment.

13 (b) Western shall receive credit against its
14 replenishment obligations incurred under this Judgment for the
15 following:

16 1. As against its replenishment obligation
17 under Paragraph VIII, any return flow to the Colton
18 Basin Area or the portion of the Riverside Basin Area
19 within San Bernardino County, respectively, resulting
20 from any excess extractions therefrom; and as
21 against its replenishment obligation under Paragraph
22 IX, any return flow to the portion of the Riverside
23 Basin Area in Riverside County, which contributes
24 to the base flow at Riverside Narrows, resulting
25 from any excess extractions therefrom, or from the
26 Riverside Basin Area in San Bernardino County, or
27 from the Colton Basin Area.

28 2. Subject to adjustment under
29 Paragraph (a) hereof, any increase over the present
30 amounts of sewage effluent discharged from
31

1 treatment plants within Riverside County which are
2 tributary to Riverside Narrows, and which results
3 from the use of imported water.

4 3. Any replenishment which may be pro-
5 vided in excess of that required; any amounts which
6 hereunder are allowed to be extracted from the
7 Colton and Riverside Basin Areas without
8 replenishment obligation by Western, and which in
9 fact are not extracted; any storm flows conserved
10 between Bunker Hill Dike and Riverside Narrows by
11 works financed solely by Western, or entities within
12 it, which would not otherwise contribute to base
13 flow at Riverside Narrows; and any return flow
14 from imported water used in Riverside County which
15 contributes to base flow at Riverside Narrows;
16 provided, however, that such use of the underground
17 storage capacity in each of the above situations
18 does not adversely affect San Bernardino Valley
19 in the discharge of its obligations at Riverside
20 Narrows under the Orange County Judgment, nor
21 interfere with the accomplishment by San Bernardino
22 Valley of the primary objectives of Paragraph VIII,
23 as stated in Subdivision (g).

24 (c) The replenishment obligations of Western under
25 this Judgment shall not apply during such times as amounts of
26 base flow at Riverside Narrows and the amounts of water stored
27 in the ground water resources below Bunker Hill Dike and
28 tributary to the maintenance of such flow are found by Order of
29 the Court to be sufficient to satisfy any obligation which
30 San Bernardino Valley may have under this Judgment, or under the
31

1 Orange County Judgment, and if the Court further finds by Order
2 that during such times any such increase in pumping, changes
3 in use or exports would not adversely affect San Bernardino
4 Valley in the future.

5 (d) The replenishment obligations of San Bernardino
6 Valley under Paragraph X of this Judgment for increase in
7 exports from the Colton and Riverside Basin Areas within San
8 Bernardino Valley below the Bunker Hill Dike shall not apply
9 during such times as the amounts of water in the ground water
10 resources of such area are found by Order of the Court to be
11 sufficient to satisfy the obligations which San Bernardino
12 Valley may have to Plaintiffs under this Judgment, and if the
13 Court further finds by Order that during such times any such
14 increases in exports would not adversely affect Plaintiffs in
15 the future.

16
17 XII

18 CONVEYANCE OF WATER BY SAN BERNARDINO VALLEY
19 TO RIVERSIDE NARROWS.

20 If San Bernardino Valley determines that it will
21 convey reclaimed sewage effluent, or other water, to or near
22 Riverside Narrows, to meet its obligations under this or the
23 Orange County Judgment, the City of Riverside shall make
24 available to San Bernardino Valley for that purpose any unused
25 capacity in the former Riverside Water Company canal, and the
26 Washington and Monroe Street storm drains, without cost except
27 for any alterations or capital improvements which may be
28 required, or any additional maintenance and operation costs which
29 may result. The use of those facilities shall be subject to the
30 requirements of the Santa Ana River Basin Regional Water Quality
31 Control Board and of the State Health Department, and compliance
32

1 therewith shall be San Bernardino Valley's responsibility.

2
3 XIII

4 WATERMASTER

5 (a) This Judgment and the instructions and
6 subsequent orders of this Court shall be administered and
7 enforced by a Watermaster. The parties hereto shall make such
8 measurements and furnish such information as the Watermaster
9 may reasonably require, and the Watermaster may verify such
10 measurements and information and obtain additional measurements
11 and information as the Watermaster may deem appropriate.

12 (b) The Watermaster shall consist of a committee
13 of two persons. San Bernardino Valley and Western shall each
14 have the right to nominate one of such persons. Each such
15 nomination shall be made in writing, served upon the other
16 parties to this Judgment, and filed in Court. Such person shall
17 be appointed by and serve at the pleasure of and until further
18 order of this Court. If either Western or San Bernardino Valley
19 shall at any time nominate a substitute appointee in place of
20 the last appointee to represent it, such appointee shall be
21 appointed by the Court in place of such last appointee.

22 (c) Appendix "D" to this Judgment contains some of
23 the data which have been used in preparation of this Judgment,
24 and shall be utilized by the Watermaster in connection with
25 any questions of interpretation.

26 (d) Each and every finding and determination of the
27 Watermaster shall be made in writing certified to be by
28 unanimous action of both members of the Watermaster committee.
29 In the event of failure or inability of such Watermaster
30 Committee to reach agreement, the Watermaster committee may
31 determine to submit the dispute to a third person to be selected
32

1 by them, or if they are unable to agree on a selection, to be
2 selected by the Court, in which case the decision of the third
3 person shall be binding on the parties; otherwise the fact,
4 issue, or determination in question shall forthwith be
5 certified to this Court by the Watermaster, and after due notice
6 to the parties and opportunity for hearing, said matter shall
7 be determined by order of this Court, which may refer the
8 matter for prior recommendation to the State Water Resources
9 Control Board. Such order of the Court shall be a determination
10 by the Watermaster within the meaning of this Judgment.

11 (e) The Watermaster shall report to the Court and
12 to each party hereto in writing not more than seven (7) months
13 after the end of each year, or within such other time as the
14 Court may fix, on each determination made by it pursuant to this
15 Judgment, and such other items as the parties may mutually
16 request or the Watermaster may deem to be appropriate. All of
17 the books and records of the Watermaster which are used in the
18 preparation of, or are relevant to, such reported data,
19 determinations and reports shall be open to inspection by the
20 parties hereto. At the request of any party this Court will
21 establish a procedure for the filing and hearing of objections
22 to the Watermaster's report.

23 (f) The fees, compensation and expenses of each
24 person on the Watermaster shall be borne by the District which
25 nominated such person. All other Watermaster service costs and
26 expenses shall be borne by San Bernardino Valley and Western
27 equally.

28 (g) The Watermaster shall initially compute and
29 report to the Court the natural safe yield of the San Bernardino
30 Basin Area, said computation to be based upon the cultural
31

1 conditions equivalent to those existing during the five
2 calendar year period ending with 1963.

3 (h) The Watermaster shall as soon as practical
4 determine the correct figures for Paragraphs V(b), VI(b)1,
5 VIII(a), IX(a) and X, as the basis for an appropriate
6 supplemental order of this Court.

7
8 XIV

9 CONTINUING JURISDICTION OF THE COURT

10 (a) The Court hereby reserves continuing
11 jurisdiction of the subject matter and parties to this Judgment,
12 and upon application of any party, or upon its own motion, may
13 review and redetermine, among other things, the following
14 matters and any matters incident thereto:

15 1. The hydrologic condition of any one or
16 all of the separate basins described in this Judgment in order
17 to determine from time to time the safe yield of the San
18 Bernardino Basin Area.

19 2. The desirability of appointing a
20 different Watermaster or a permanent neutral member of the
21 Watermaster, or of changing or more clearly defining the duties
22 of the Watermaster.

23 3. The desirability of providing for increases
24 or decreases in the extraction of any particular party because
25 of emergency requirements or in order that such party may
26 secure its proportionate share of its rights as determined
27 herein.

28 4. The adjusted rights of the Plaintiffs as
29 required to comply with the provisions hereof with respect to
30 changes in the natural safe yield of the San Bernardino Basin
31

1 Area. If such changes occur, the Court shall adjudge that the
2 adjusted rights and replenishment obligations of each party
3 shall be changed proportionately to the respective base rights.

4 5. Conforming the obligations of San
5 Bernardino Valley under this Judgment to the terms of any new
6 judgment hereafter entered adjudicating the water rights within
7 San Bernardino Valley, if inconsistencies of the two judgments
8 impose hardship on San Bernardino Valley.

9 6. Adjusting the figures in Paragraphs V(b),
10 VI(b) 1, VIII(a) IX(a), and X, to conform to determination
11 by the Watermaster.

12 7. Credit allowed for return flow in the San
13 Bernardino Basin Area if water levels therein drop to the point
14 of causing undue hardship upon any party.

15 8. Other matters not herein specifically set
16 forth which might occur in the future and which would be
17 of benefit to the parties in the utilization of the surface and
18 ground water supply described in this Judgment, and not
19 inconsistent with the respective rights of the parties as herein
20 established and determined.

21 (b) Any party may apply to the Court under its
22 continuing jurisdiction for any appropriate modification of
23 this Judgment if its presently available sources of imported
24 water are exhausted and it is unable to obtain additional
25 supplies of imported water at a reasonable cost, or if there is
26 any substantial delay in the delivery of imported water through
27 the State Water Project.

XV
SAVING CLAUSES

(a) Nothing in this Judgment precludes San Bernardino Valley, Western, or any other party from exercising such rights as it may have or obtain under law to spread, store underground and recapture imported water, provided that any such use of the underground storage capacity of the San Bernardino Basin Area by Western or any entity within it shall not interfere with any replenishment program of the Basin Area.

(b) Changes in the place and kind of water use, and in the transfer of rights to the use of water, may be made in the absence of injury to others or prejudice to the obligations of either San Bernardino Valley or Western under Judgment or the Orange County Judgment.

(c) If any Plaintiff shall desire to transfer all or any of its water rights to extract water within San Bernardino Valley to a person, firm, or corporation, public or private, who or which is not then bound by this Judgment, such Plaintiff shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Plaintiff under this Judgment as to such transferred water rights. Such appearance and assumption of obligation shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Plaintiff shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Plaintiff shall have appeared in this action

1 and filed a valid and effective express assumption of the
2 obligations imposed upon such Plaintiff under this Judgment as
3 to such transferred water rights, such transferring Plaintiff
4 shall thereupon be discharged from all obligations hereunder.
5 If any Plaintiff shall cease to own any rights in and to the water
6 supply declared herein and shall have caused the appearance and
7 assumption provided for in the third preceding sentence with
8 respect to each voluntary transfer, then upon application to
9 this Court and after notice and hearing such Plaintiff shall
10 thereupon be relieved and discharged from all further
11 obligations hereunder. Any such discharge of any Plaintiff
12 hereunder shall not impair the aggregate rights of defendant
13 San Bernardino Valley or the responsibility hereunder of the
14 remaining Plaintiffs or any of the successors.

15 (d) Non-use of any right to take water as provided
16 herein shall not result in any loss of the right. San
17 Bernardino Valley does not guarantee any of the rights set out
18 herein for Western and the other Plaintiffs as against the
19 claims of third parties not bound hereby. If Western or the
20 other Plaintiffs herein should be prevented by acts of third
21 parties within San Bernardino County from extracting the
22 amounts of water allowed them by this Judgment, they shall have
23 the right to apply to this Court for any appropriate relief,
24 including vacation of this Judgment, in which latter case all
25 parties shall be restored to their status prior to this
26 Judgment insofar as possible.

27 (e) Any replenishment obligation imposed hereunder
28 on San Bernardino Valley may be deferred until imported water
29 first is available to San Bernardino Valley under its contract
30 with the California Department of Water Resources and the
31

1 obligation so accumulated may be discharged in five
2 approximately equal annual installments thereafter.

3 (F) No agreement has been reached concerning the
4 method by which the cost of providing replenishment will be
5 financed, and no provision of this Judgment, nor its failure
6 to contain any provision, shall be construed to reflect any
7 agreement relating to the taxation or assessment of extractions.

8
9 XVI

10 EFFECTIVE DATE

11
12 The provisions of Paragraphs III and V to XII of this
13 Judgment shall be in effect from and after January 1, 1971;
14 the remaining provisions are in effect immediately.

15 XVII

16 COSTS

17
18 No party shall recover its costs herein as against
19 any other party.

20
21 THE CLERK WILL ENTER THIS JUDGMENT FORTHWITH.

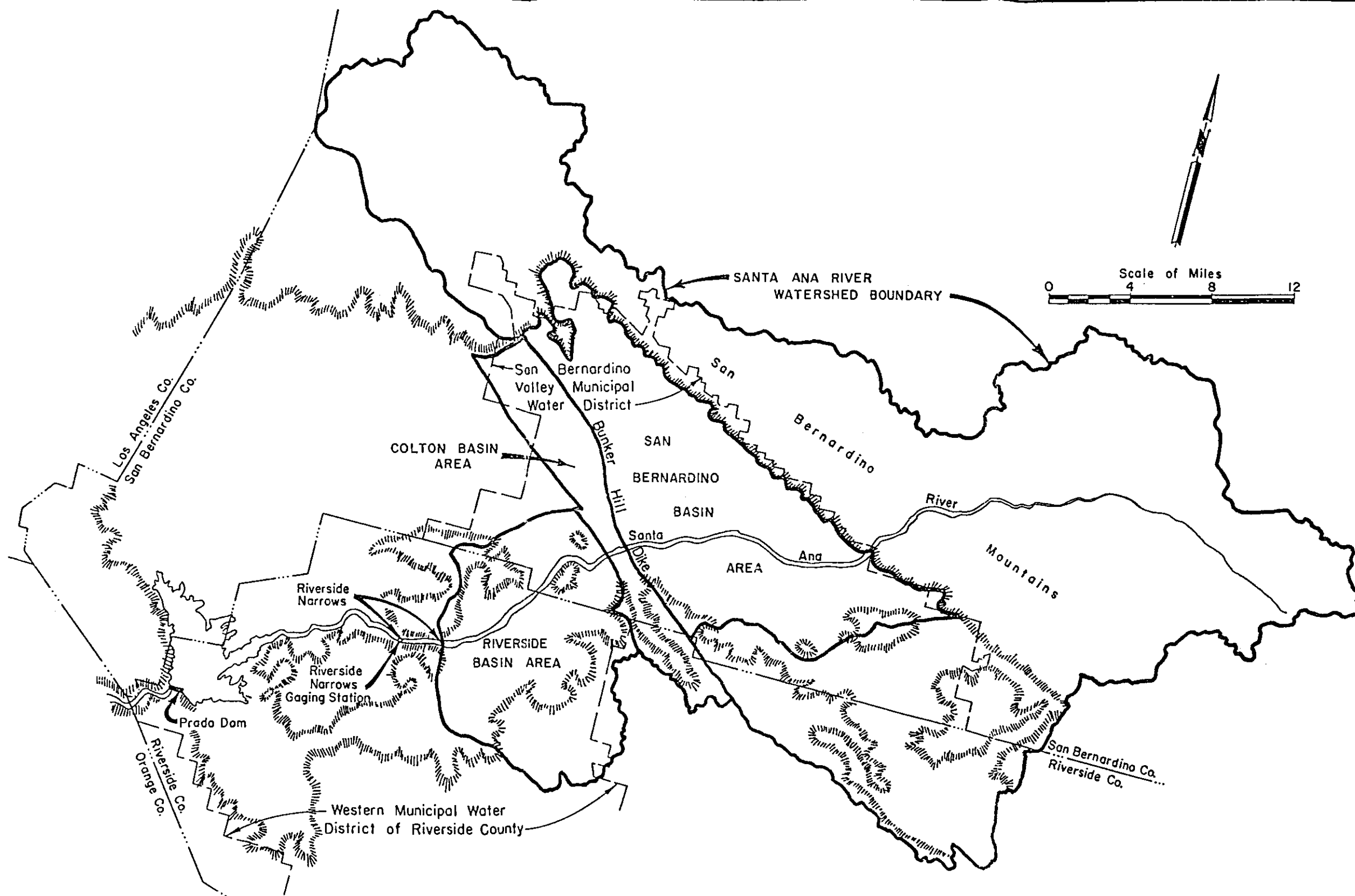
22 DATED: *April 17, 1969*

23
24
25 ENTERED

26 APR 17 1969

27
28 *[Signature]*
29 JUDGE OF THE SUPERIOR COURT

30 JUDGMENT BOOK *124* PG *42*



MAP SHOWING

SAN BERNARDINO BASIN AREA, COLTON BASIN AREA, AND RIVERSIDE BASIN AREA SITUATED WITHIN SAN BERNARDINO COUNTY; RIVERSIDE BASIN AREA WITHIN RIVERSIDE COUNTY; BUNKER HILL DIKE; RIVERSIDE NARROWS; AND BOUNDARIES OF SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT & WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY.

APPENDIX B
TABLE B-1

EXTRACTIONS BY PLAINTIFFS FROM THE SAN
BERNARDINO BASIN AREA FOR AVERAGE OF 5-YEAR
PERIOD ENDING WITH 1963

(All Values in Acre Feet)
Classified According to Service Area

<u>Plaintiff</u>	<u>Total Extractions in San Bernardino Basin Area</u>	<u>Delivery to San Bernardino Basin Area</u>	<u>Delivery to Colton Basin Area & Riverside Basin Area in San Bernardino County</u>	<u>Delivery to Areas Outside San Bernardino Valley</u>
City of Riverside (including those rights acquired as successor to the Riverside Water Company and The Gage Canal Company)	53,448	1462	1260	50,726
Riverside High- Land Water Company	4,399	0	2509	1,890
Agua Mansa Water Company, and Meeks & Daley Water Company	8,026	0	326	7,700
The Regents of the University of California	581	0	0	581
Total	66,454	1,462	4,095	60,897

APPENDIX B
TABLE B-2

PLAINTIFFS' PERCENTAGES OF BASE RIGHT
TO TOTAL PRODUCTION FROM SAN BERNARDINO
VALLEY BASIN AREA,

231,861 Acre Feet Annually,
For 5-Year Average Ending With 1963
Classified According to Service Area

<u>Plaintiff</u>	<u>Delivery</u> <u>to San</u> <u>Bernardino</u> <u>Basin Area</u>	<u>Delivery</u> <u>to Colton</u> <u>Basin Area</u> <u>& Riverside</u> <u>Basin Area</u> <u>in San</u> <u>Bernardino</u> <u>County</u>	<u>Delivery</u> <u>to Areas</u> <u>Outside San</u> <u>Bernardino</u> <u>Valley</u>
City of Riverside (including those rights acquired as successor to the Riverside Water Company and The Gage Canal Company)	.630	.543	21,878
Riverside Highland Water Company		1,082	0.815
Aqua Mansa Water Company, and Meeks & Daley Water Company		.141	3,321
The Regents of the University of California			0.250
<u>Total</u>	6.630	1.766	26,264

APPENDIX C
TABLE C-1

EXTRACTIONS FOR USE WITHIN WESTERN
FROM
THE SAN BERNARDINO BASIN AREA, COLTON BASIN AREA,
AND THE RIVERSIDE BASIN AREA
FOR USE ON LANDS THAT ARE NOT TRIBUTARY
TO THE RIVERSIDE NARROWS FOR
AVERAGE OF FIVE-YEAR PERIOD ENDING IN 1963

<u>Extractor</u>	<u>Five-Year Average Ac. Ft.</u>
City of Riverside, including Irrigation Division water extracted by Gage Canal Co. and former Riverside Water Co.	30,657
Meeks & Daley Water Co., Agua Mansa Water Co., and Temescal Water Co., including water received from City of Riverside	13,731
Extractions delivered by West Riverside Canal received from Twin Buttes Water Co., La Sierra Water Co., Agua Mansa Water Co., Salazar Water Co., West Riverside 350" Water Co., and Jurupa Water Co.	5,712
Rubidoux Community Services District	531
Jurupa Hills Water Co.	36
<u>TOTAL</u>	50,667

APPENDIX C
TABLE C-2

EXTRACTIONS FOR USE WITHIN SAN BERNARDINO COUNTY
FROM
SAN BERNARDINO BASIN AREA AND COLTON BASIN AREA
FOR USE ON LANDS NOT TRIBUTARY TO
DIVERSITY WATERS FOR AVERAGE OF
FIVE-YEAR PERIOD ENDING WITH 1983

(ALL VALUES IN ACRE FEET)

<u>Entity</u>	<u>San Bernardino Basin Area</u>	<u>Colton Basin Area</u>	<u>Total</u>
Fontana Union Water Co.	14,272	365	14,637
West San Bernardino County Water District	2,961	947	3,908
City of Rialto			700
<u>TOTAL</u>			19,245

APPENDIX D
TABLE D-1

EXTRACTIONS FROM SAN BERNARDINO BASIN AREA
FOR THE AVERAGE OF FIVE-YEAR PERIOD ENDING WITH 1963
FOR USE WITHIN SAN BERNARDINO COUNTY

(ALL VALUES IN ACRE FEET)

<u>Basin</u>	<u>Five Year Avg. 1959-63</u>
Beaumont	10,064
Big Bear	1,171
Borea Canyon	91
Bunker Hill	181,600
City Creek	337
Cook Canyon	197
Devil Canyon	3,326
Devil Creek	42
Lower Cajon	2,090
Little San Creek	15
Lytle	29,364
Mill Creek	11,084
Oak Glen	935
Plunge Creek	1,265
Santa Ana	1,790
Strawberry Creek	291
San Timoteo	2,272
Waterman Canyon	367
Yucaipa	<u>13,837</u>
Upper Basin Total	260,139
Less: Beaumont	
Oak Glen	
San Timoteo	27,107
Yucaipa	
Subtotal	<u>233,032</u>
Less Big Bear	<u>1,171</u>
Subtotal	231,861
Less extractions for use outside San Bernardino County	<u>60,897</u>
Extractions from San Bernardino for use in San Bernardino County	170,964

APPENDIX D
TABLE D-2

EXTRACTIONS FROM
COLTON BASIN AREA FOR AVERAGE OF
FIVE-YEAR PERIOD ENDING WITH 1963
BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
FOR USE WITHIN EACH COUNTY

(VALUES IN ACRE FEET)

<u>Extractor</u>	<u>Place of Use</u>		<u>Total</u>
	<u>San Bernardino Co.</u>	<u>Riverside Co.</u>	
San Bernardino County Entities	8,480	0	8,480
Riverside County Entities	<u>147</u>	<u>3,349</u>	<u>3,496</u>
<u>TOTAL EXTRACTIONS</u>	8,627	3,349	11,976

APPENDIX D
TABLE D-3

EXTRACTIONS FROM
RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY
FOR AVERAGE FIVE-YEAR PERIOD ENDING WITH 1963
BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
FOR USE WITHIN EACH COUNTY

(VALUES IN ACRE FEET)

<u>Extractor</u>	<u>Place of Use</u>		<u>Total</u>
	<u>San Bernardino Co.</u>	<u>Riverside Co.</u>	
San Bernardino County Entities	9,582	0	9,582
Riverside County Entities	<u>3,929</u>	<u>20,191</u>	<u>24,120</u>
<u>TOTAL EXTRACTIONS</u>	13,511	20,191	33,702

APPENDIX D
TABLE D-4

EXTRACTIONS FROM
SAN BERNARDINO BASIN AREA, COLTON BASIN AREA
AND RIVERSIDE BASIN AREA USED WITHIN
RIVERSIDE COUNTY FOR THE AVERAGE
FIVE-YEAR PERIOD ENDING WITH 1963

(ALL VALUES IN ACRE FEET)

<u>Basin</u>	<u>Five-Year Average</u>
San Bernardino Basin Area	60,897
Colton Basin Area	3,349
Riverside Basin Area in San Bernardino County	20,191
Riverside Basin Area in Riverside County	<u>30,044</u>
<u>TOTAL</u>	114,481

APPENDIX D
TABLE D-5

IRRIGATED ACREAGE IN RIVERSIDE BASIN AREA
IN RIVERSIDE COUNTY PRESENTLY TRIBUTARY
TO RIVERSIDE NARROWS WHICH
UPON CONVERSION TO URBAN USES
REQUIRING SEWAGE DISPOSAL THROUGH
THE RIVERSIDE TREATMENT PLANT WILL
BE DISCHARGED TO THE RIVER BELOW
RIVERSIDE NARROWS

<u>Entity Serving Acreage</u>	<u>Acres</u>
Gage Canal	1,752
Alta Mesa Water Co.	65
East Riverside Water Co.	926
Riverside Highland Water Company	<u>1,173</u>
<u>TOTAL</u>	<u>3,916</u>



Appendix J: Western – San Bernardino Watermaster Annual Report

WESTERN - SAN BERNARDINO WATERMASTER
FOR

WESTERN MUNICIPAL WATER DISTRICT et al.

vs.

EAST SAN BERNARDINO COUNTY WATER DISTRICT et al.

CASE NO. 78426 - COUNTY OF RIVERSIDE

ANNUAL REPORT

OF THE

WESTERN-SAN BERNARDINO WATERMASTER

FOR

CALENDAR YEAR 2020

August 1, 2020

WESTERN - SAN BERNARDINO WATERMASTER

FOR

WESTERN MUNICIPAL WATER DISTRICT ET AL.

vs.

EAST SAN BERNARDINO COUNTY WATER DISTRICT ET AL.

CASE NO. 78426 - COUNTY OF RIVERSIDE

WEN B. HUANG, Member

380 East Vanderbilt Way
San Bernardino, CA 92408
Tel (909) 387-9200
Fax (909) 387-9247

CRAIG D. MILLER, Member

14205 Meridian Parkway
Riverside, CA 92518
Tel (951) 571-7100
Fax (951) 571-0592

August 1, 2020

TO: Clerk of Superior Court of Riverside County and All Parties

RE: Watermaster Report for Calendar Year 2020

We have the honor of submitting the Annual Report of the Western-San Bernardino Watermaster for Calendar Year 2020.

The provisions of Paragraph III and Paragraphs V through XII of the Judgment in Case No. 78426, entered April 17, 1969, became effective from and after January 1, 1971. The Judgment requires that the Watermaster report to the Court and to each Party in writing not more than seven months after the end of each year, or within such other time as the Court may fix, on each determination made by said Watermaster pursuant to the Judgment and such other items as the Parties may mutually request or the Watermaster may deem to be appropriate.

Accordingly, this report is submitted herewith under date of August 1, 2020, and presents the findings of the Watermaster for calendar year 2020 and summarizes the five-year period 2015 through 2019.

In 2014, the Watermaster began a database update and modernization process to enhance the well recordation program for both well owners and the Watermaster. As this transitional work progressed, comparisons of previously reported data were made using the old and new data processes. Where inconsistencies were found, methodical research was conducted to validate information used and a determination was made by the Watermaster to correct all information reported. Therefore, in July 2019, in order to establish consistency, Watermaster adopted a procedure to hold all data before 2014 static. Although unlikely, Watermaster can modify pre-2014 data should it become necessary.

An improvement made during the database update and modernization process was to change many of the tables within the supplementary volumes to contain only data within the current five-year period. Additionally, many outdated, redundant and unused tables were eliminated or changed based on current conditions within the Watermaster boundaries. All volumes with the exception of Volume 7 were updated. The improvements made to the database and supplementary volumes necessitated minor changes to Table No. 8 within the Annual Report for Calendar Year 2020.

WESTERN - SAN BERNARDINO WATERMASTER


In summary, Table No. 18 shows that during the five-year period 2015 through 2019, Plaintiffs did not exceed the allowable extractions and that Western credits exceed obligations and therefore is not required to provide replenishment. Additionally, San Bernardino Valley has met compliance in the San Bernardino Basin Area and is not required to provide replenishment. However, San Bernardino Valley did not achieve compliance in the Colton and Riverside Basin Areas. Pursuant to Judgment Paragraph VIII (d), extractions from the Colton Basin Area and Riverside Basin Area within San Bernardino County for use in San Bernardino Valley are not limited, provided that the average static groundwater surface elevation as measured at the three key wells is not less than 822.04 feet. For calendar year 2019, the lowest average water surface elevation was 816.10, or 5.94 feet lower than the 1963 average. The Watermaster agencies are working cooperatively to devise a plan, including improving existing facilities, conducting necessary studies, and obtaining environmental permits to facilitate wet water recharge in the Riverside Basin Area and/or the arrangements needed for Plaintiffs to transfer extractions from the Riverside Basin Area in San Bernardino County to the San Bernardino Area as contemplated in Judgment Paragraph VIII (e). This work will facilitate 1) San Bernardino Valley to provide wet water recharge needed to maintain the 1963 average water level; and 2) transferring extractions by Plaintiffs to San Bernardino to the extent necessary to restore such water level.

We, and each of us, hereby certify that this is a true and correct Report of the Watermaster for work performed by us, and under our supervision, for calendar year 2020 pursuant to the requirements of the Judgment.

Respectfully submitted,

WESTERN-SAN BERNARDINO WATERMASTER

By  _____
Wen B. Huang

 _____
Craig D. Miller

Western-San Bernardino Watermaster
380 East Vanderbilt Way
San Bernardino CA 92408
909/387-9200

Wen B. Huang, Member
Western-San Bernardino Watermaster

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER) CASE NO. CIV 78426
DISTRICT et al.,)
)
Plaintiffs,) NOTICE OF LODGEMENT
)
) Annual Report of the
) Western-San Bernardino
v.) Watermaster
) with Appendices
) and Data Volumes
EAST SAN BERNARDINO)
COUNTY WATER DISTRICT et al.,) for Calendar Year 2020
) dated August 1, 2020
Defendants.)
)
) on Digital Video Disk

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Annual Report of the Western-San Bernardino Watermaster
Riverside Superior Court Case Number 78426
Dated August 1, 2020.

Stick DVD pouch here.

1 **Riverside Superior Court filing information:**

2 Place: main floor of the courthouse, 4050 Main Street, Riverside.

3 Contact person: Jamie Alvarez

4 Public Service Department

5 Civil Clerk's Window F

6 951-777-3155

7 jamie.alvarez@riverside.courts.ca.gov

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eSubmit – Document Submission Portal

Delivery Confirmation

Submission ID		Date Received	
10349176		7/30/2020 12:59:44 PM	
First Name	Middle Name	Last Name	
Mallory		Gandara	
Street Address	City	State	Zip
14205 Meridian Parkway	Riverside	CA	92518
Phone Number	Fax Number	Company / Agency	
(951) 571-7296		Western Municipal Water District	
Email Address			
mgandara@wmwd.com			
New Case	Case Number	Case Type	Court Location
No	78426	Civil	Riverside
Fee Waiver or Other Exemption			
None			
Filing as an Attorney	Bar Number	Attorney for	
No			
Documents			
1 Annual Report of the Western-San Bernardino Watermaster 2020			
2 Appendices to the Annual Report of the Western-San Bernardino Watermaster 2020			
3 Western-San Bernardino Watermaster Data Volumes 1 - 8 2020			
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WESTERN - SAN BERNARDINO WATERMASTER
FOR

WESTERN MUNICIPAL WATER DISTRICT et al.

vs.

EAST SAN BERNARDINO COUNTY WATER DISTRICT et al.

CASE NO. 78426 - COUNTY OF RIVERSIDE

ANNUAL REPORT

OF THE

WESTERN-SAN BERNARDINO WATERMASTER

FOR

CALENDAR YEAR 2020

August 1, 2020

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CHAPTER I
INTRODUCTION

CHAPTER I

INTRODUCTION

Provisions of the physical solution set forth in the Judgment in Case No. 78426, Western Municipal Water District of Riverside County et al., vs. East San Bernardino County Water District et al., entered April 17, 1969, in the Superior Court of the State of California in and for the County of Riverside, established the entitlements and obligations of the two major water districts overlying the San Bernardino, Colton, and Riverside groundwater basins, namely San Bernardino Valley Municipal Water District (San Bernardino Valley) and Western Municipal Water District of Riverside County (Western).

The Court appointed a Watermaster, composed of two persons, to administer and enforce the provisions of the Judgment and to report annually to the Court and the Parties. Wen B. Huang was appointed by the Court on February 19, 2020 to replace Douglas D. Headrick as the representative from San Bernardino Valley and Craig D. Miller continues as the representative from Western.

The provisions of the Judgment became effective January 1, 1971; however, progress reports were filed with the Court for calendar years 1969, 1970, and 1971 reporting on the progress of verifications and initial determinations required by the Judgment. This report for calendar year 2020 includes a description and summary of the work completed during 2020 and also includes the annual accounting of extractions from the San Bernardino, Colton and Riverside Basin Areas and the distribution of such extractions to the various service areas for calendar year 2019. The scope of this report for 2020 and a history of the litigation leading to the physical solution settling the case are set forth in some detail in succeeding paragraphs.

Scope of Report

Paragraph XIII(e) of the Judgment requires the Watermaster to report to the Court and each Party not more than seven months after the end of each year.

The Annual Reports of the Western-San Bernardino Watermaster for calendar years 1969 through 1971 reported on the verifications and initial determinations required by the Judgment including the safe yield of the San Bernardino Basin Area and the determination of the Adjusted Rights of the Plaintiffs. Beginning with the 1972 Report, the Watermaster began the annual accounting in accordance with the Judgment provisions. This report presents the activities of the Watermaster for calendar year 2020 together with the annual accounting of extractions and deliveries for calendar year 2019.

History of Litigation

Before the turn of the twentieth century, the various water service organizations diverting surface water from the Santa Ana River and pumping from the underground water basins supplied by the underflow of the Santa Ana River and its tributaries have from time to time engaged in litigation over water rights within the San Bernardino, Riverside and Orange County areas.

On October 18, 1963, the Orange County Water District (OCWD) filed suit against the City of Chino and others in the Superior Court of the State of California in and for the County of Orange (Orange County Court), seeking an adjudication of water rights against more than 2,500 water users in the Santa Ana River Watershed tributary to Prado Dam. Included among the defendants were the Chino Basin Municipal Water District (now Inland Empire Utilities Agency), Western Municipal Water District of Riverside County (Western), and San Bernardino Valley Municipal Water District

(San Bernardino Valley). Thirteen cross complaints were filed in 1968, which extended the adjudication to more than 1,500 water users in the area downstream from Prado Dam, which included OCWD. Thus, some 4,000 parties were involved in the suit, including the three upper districts and OCWD.

With a case of this magnitude, it became obvious that every effort should be made to arrive at an equitable settlement and a physical solution in order to obviate the enormous expense and unwieldy litigation which would be involved if the case were brought to trial.

Attorneys and engineers representing the four major districts and a large number of the defendants worked diligently in order to effect a settlement and some type of physical solution which would prove acceptable to all Parties.

As a result, in May of 1968, an outline of a proposal for settlement of the case was prepared and a committee, composed of attorneys and engineers for the Parties, commenced preparation of the settlement documents.

In June 1968, the Orange County Court held a hearing on the motions which it had received requesting a preliminary injunction and an order of reference. The plaintiff OCWD, however, was concerned with the necessity of bringing the case to trial within the statutory period, and therefore, on July 15, 1968, submitted a motion to set the complaint in the case for trial. On October 15, 1968, the trial was commenced and adjourned after a half day of testimony on behalf of the Plaintiff.

Shortly thereafter, the Parties filed settlement documents with the Orange County Court, including a stipulation for Judgment, and on April 17, 1969, the Court entered the stipulated Judgment, thus terminating the many years of controversy over water rights along the Santa Ana River involving the issues and Parties included in the case of Orange County Water District vs. City of Chino, et al.

During the settlement negotiations, it became apparent that the San Bernardino Valley entities would participate only in a part of the Orange County settlement, in the belief that they had no responsibility for the waters of the Santa Ana River downstream from the point of rising water at Riverside Narrows. Therefore, the settlement of the OCWD action established an obligation of San Bernardino Valley for the delivery of 15,250 acre-feet of Base Flow annually at the Riverside Narrows, subject, however, to adjustment for quality.

As a result of the Orange County settlement, it became apparent that a second settlement would be necessary between the Riverside and San Bernardino entities who diverted water from the Santa Ana River surface and groundwater sources supplied by the Santa Ana River and tributaries above the Riverside Narrows.

For some time, increasing withdrawals from groundwater resources above Bunker Hill Dike (San Jacinto Fault), which supplied in large part the water requirements of San Bernardino and Redlands as well as the Riverside exporters, had been the cause of concern to the exporters in Riverside County. As a result, on March 1, 1963, a suit was filed by Western and others, in the Superior Court of the State of California in and for the County of Riverside (Riverside Court) seeking a general adjudication of water rights within the San Bernardino Basin Area. This suit preceded the filing of the Orange County suit, and it was decided that this suit could well be used as a vehicle for a physical settlement between Riverside and San Bernardino interests.

Following extensive negotiations between Riverside and San Bernardino interests, a physical settlement was completed and documents delineating the settlement were entered in the Riverside Court on April 17, 1969, recorded as Judgment No. 78426.

On February 28, 1992 the Court approved an amendment to the Judgment that primarily addressed an issue regarding new export (Judgment Paragraph X). The amendment is referred to herein as the 1992 Amendment. A redline version of the 1969 Judgment showing the 1992 amendments is available electronically from the San Bernardino Valley or Western website.

Summary of Judgment No. 78426

The physical solution as agreed upon and as set forth in the Judgment states that all instructions and orders of the Riverside Court are to be administered and enforced by a Watermaster consisting of a committee of two persons, one of whom shall be nominated by San Bernardino Valley and the other by Western and appointed by the Court.

The Judgment directed the Watermaster to make certain initial determinations and to verify the amounts of water diverted and pumped from streams and groundwater basins embraced by the Judgment where such amounts had been assumed for purposes of the Judgment. Upon completion of the verifications and initial determinations, compliance with the Judgment requires an annual accounting of groundwater and surface water flows and diversions within the various basins in order that the Watermaster may properly report to the Riverside Court the comparisons of the year-by-year operations with the verified entitlements and an accounting as to the replenishment obligations or credits indicated by such comparison. The items verified or determined initially and to be reported on annually are as follows:

	Watermaster Determinations Required by Judgment	Verified for Five Calendar Years Ending with 1963	To be Determined Annually from and after 1971
1.	Total actual average annual extractions from the San Bernardino Basin Area by entities other than Plaintiffs for use within San Bernardino County.	X	X
2.	The natural safe yield of the San Bernardino Basin Area based upon the cultural conditions equivalent to those existing during the five-calendar year period ending with 1963.	1	1
3.	The annual "adjusted right" of each exporter (Plaintiff) to extract water from the San Bernardino Basin Area based upon the percentage of the natural safe yield determined by the methods used in Table B-2 of the Judgment.	X	
4.	The annual production by Plaintiffs for comparison with adjusted right determined in item 3 next preceding.		X
5.	Annual discharge from the City of San Bernardino Water Quality Control Plant to the River as to quantity and quality.	2	X
6.	Average annual extractions from the Colton Basin Area for use outside San Bernardino Valley.	X	X
7.	Average annual extractions from the Riverside Basin Area within San Bernardino County for use outside San Bernardino Valley.	X	X
8.	The average static water level within the Colton Basin and Riverside Basin within San Bernardino County as determined by the three wells listed in Judgment.	3	X

	Watermaster Determinations Required by Judgment	Verified for Five Calendar Years Ending with 1963	To be Determined Annually from and after 1971
9.	The average annual extractions from that portion of the Riverside Basin Area in Riverside County which is tributary to the Riverside Narrows for use in Riverside County.	X	X
10.	Annual amounts of water extracted for use within Western from the San Bernardino Basin Area and the area downstream therefrom to the Riverside Narrows which have been exported for use outside the area tributary to the Riverside Narrows.	X	X
11.	Annual amount of water extracted from the San Bernardino Basin Area for use within San Bernardino County on lands which are not tributary to the Riverside Narrows and for use on lands within Colton and Riverside Basin Areas.	4	X
12.	Reduction in return flow now contributing to base flows at Riverside Narrows which results from conversion of agriculture using water within Western to domestic or other uses connected to sewage or waste disposal system, the effluent from which is not tributary to the rising water at Riverside Narrows.	5	X

1 Determined initially by supplemental order of the Court to be 232,100 acre-feet per annum. Such amount is subject to the continuing jurisdiction of the Court.

2 Assumed for purposes of Judgment to be 16,000 acre-feet annually, verification not required.

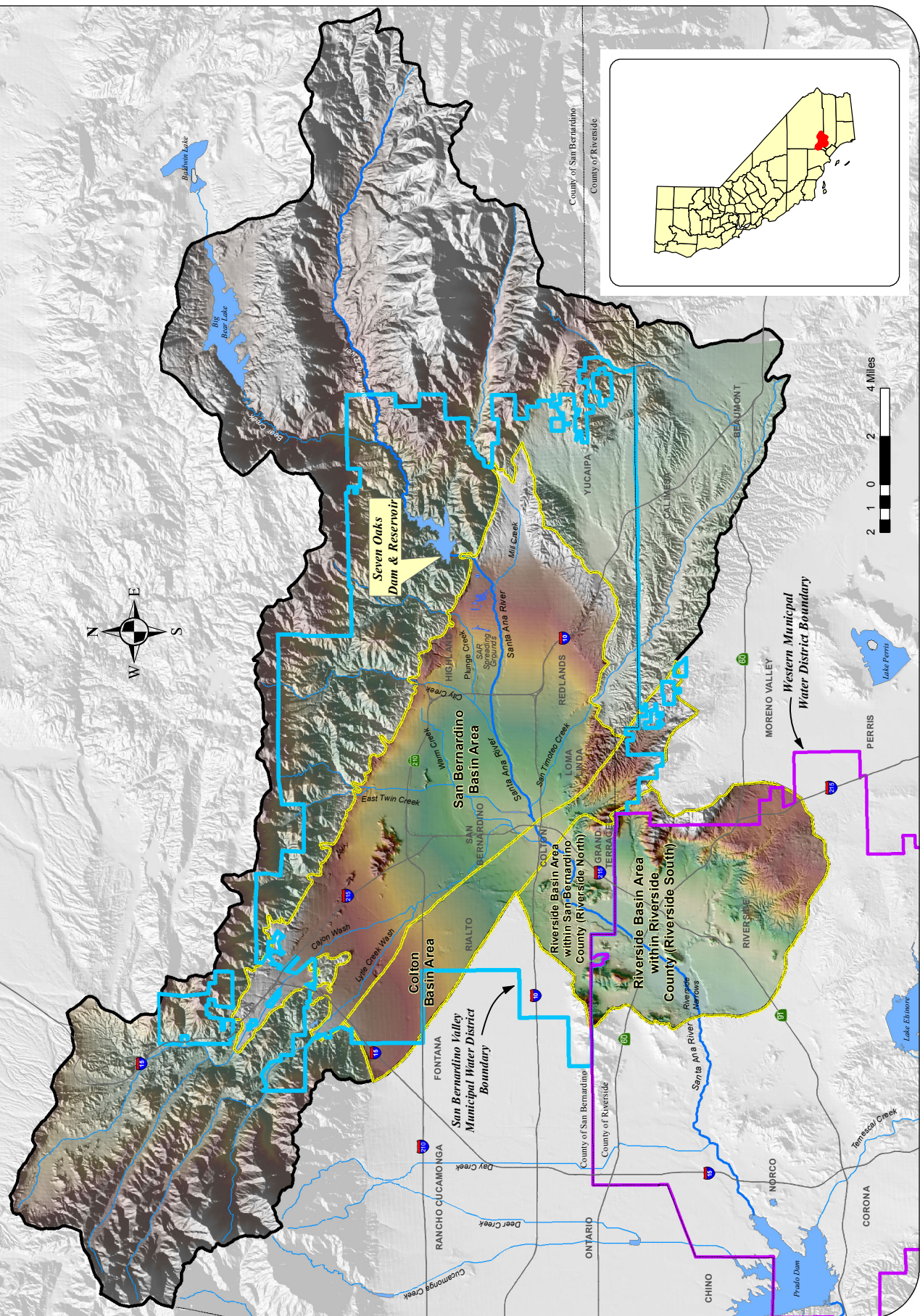
3 Established at 822.04 feet above sea level, based on fall season of 1963.

4 Revised by Watermaster during preparation of the Annual Report for calendar year 1974 then subsequently revised in 2012 in accordance with the 1992 Amendment.

5 Average for 5 years ending with 1963 established by Judgment to be 3,916 acres; verification not required.

The foregoing initial determinations and verifications required by the Judgment have been completed and were reported in the *Annual Report* of the *Western-San Bernardino Watermaster for Calendar Years 1971 and 1972* and continue to be reported in each Annual Report of the Watermaster. Map No. 1 shows the boundaries of the groundwater basins covered by the Judgment.

Map No. 1 - Boundaries of Groundwater Basins



CHAPTER II
WATERMASTER ACTIVITIES

CHAPTER II

WATERMASTER ACTIVITIES

The Watermaster activities have included principally the collection, tabulation, and analysis of data, the maintenance of records, and the preparation of the Annual Report which presents the determinations and findings of the Watermaster as required by the Judgment.

The Annual Report is comprised of this summary document, separately compiled appendices and nine separately compiled data documents identified as Report of Watermaster, Volumes 1, 1A, and 2 through 8. Appendix A is a compilation of Annual Report Table Nos. 2 through 17 for 1971 to present. Appendix B is Volume 1, Table No. 8 and numerous tables in Volume 7 for 1971 to present. Appendix C was added to the 2019 Annual Report and is comprised of all tables in Volumes 1A, 2, 3, 4, 5, and 6 for 1971 to 2017 and Volume 8 tables from 1971 through 2016. All appendices are in PDF format from which the data can be copied/converted electronically. Volumes 1 through 8 are the sources of data used to construct Tables Nos. 2 through 18 in this report and include hundreds of pages of raw data and calculations.

The Organization of Annual Report (Diagram No. 1), included at the end of this chapter, identifies which of the Volumes 1 through 8 is a source of data for each of the Annual Report Table Nos. 2 through 18. The diagram shows how hundreds of pages of data and calculations are summarized in the Annual Report tables. Annual Report Table Nos. 2 through 17 are used to address the four basic questions regarding compliance with four general provisions of the Judgment in Table No. 18 highlighted in blue at the bottom of the diagram.

Groundwater Extractions

The most important data required for implementing the provisions of the Judgment are the annual tabulations of the groundwater extractions and surface water diversions made within the San Bernardino, Colton, and Riverside Basin Areas. These extractions and diversions were initially determined and verified for the 1959-63 Base Period and were assembled and summarized in the June 1972 Report of Watermaster; Volume 1, titled *Verification of Extractions from San Bernardino Basin Area By Non-Plaintiffs*; Volume 1A, titled *Verification of Extractions from the San Bernardino Basin Area by Plaintiffs*; Volume 2, titled *Verification of Extractions from Colton Basin Area*; Volume 3, titled *Verification of Extractions from Riverside Basin Area Within San Bernardino County*; and Volume 4, titled *Verification of Extractions from Riverside Basin Area Within Riverside County*. The Watermaster has established a system for tabulating annual notices of groundwater extractions and surface diversions filed with the State Water Resources Control Board or, since calendar year 2005, with the Watermaster. The filed data are verified by the Watermaster and provide the basis for the annual accounting of extractions as required by the Judgment. Such extractions have been determined for calendar year 2019 and are summarized herein. Listings of the verified extractions by each individual owner for calendar year 2019 are assembled in Report of Watermaster, Volumes 1-2019, 1A-2019, 2-2019, 3-2019, and 4-2019.

Distribution of Extractions

In addition to the annual accounting of the extractions from each basin, the Judgment also requires a determination as to the distribution of such extractions to the various service areas.

The distribution of verified extractions from the Colton and Riverside Basin Areas and the distribution of the Plaintiffs' extractions from the San Bernardino Basin Area were determined initially for the 1959-63 base period, and were

reported in the June 1972 Report of Watermaster, Volume 5, titled *Distribution of Extractions*. Such distribution has been determined for calendar year 2019 and is summarized herein. Detailed work sheets are assembled in Report of Watermaster, Volume 5-2019.

The Watermaster is also required to determine the amount of water extracted from each of the various Basin Areas and delivered to areas not tributary to Riverside Narrows. Such amounts fall into two classifications, described as follows.

- 1) The extractions from the San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Areas for use within Western on lands not tributary to the Riverside Narrows, or
- 2) The extractions from the San Bernardino Basin Area for use on lands not within Western nor tributary to the Riverside Narrows.

The amount of water extracted and delivered under Classification No. 1 was determined initially for the 1959-63 Base Period and was reported in the Report of Watermaster, Volume 6, dated June 1972. The amount determined for calendar year 2019 is summarized herein. Detailed work sheets are assembled in the Report of Watermaster, Volume 6-2019.

The amount of water extracted and delivered under Classification No. 2 was determined for the 1959-63 Base Period and the additional years 1970 and 1971 and was published in the Report of Watermaster, Volume 7, dated February 1973. The amount was revised in Report of Watermaster, Volume 7, published September 6, 2013. The amount determined for calendar year 2019 is summarized herein. Detailed work sheets are assembled in the Report of Watermaster, Volume 7-2019.

Groundwater Level Measurements

Groundwater surface elevation data required for three key wells located in the Colton Basin Area and the Riverside Basin Area within San Bernardino County are currently furnished by the City of Riverside and Western.

These data are shown in both tabular and graphical form for calendar years 1963 through 2016 in Volume 8 of previous Watermaster reports. The determination for calendar year 2019 is shown in the Report of Watermaster, Volume 8-2019.

Stream Flow and Water Quality Measurements

The program of stream flow measurements conducted by the United States Geological Survey (USGS) in cooperation with the Watermaster has continued to provide basin inflow and stream diversion data.

The Western-San Bernardino Watermaster participates with the Santa Ana River Watermaster in part of the expense of the cooperative program with the USGS on surface water gages and water quality monitors at various locations. These expenses are presented in reports filed by the Santa Ana River Watermaster. The costs incurred for stream flow data collected and analyzed by the USGS on behalf of the Western-San Bernardino Watermaster are set forth in Table No. 1.

Field Inspections

During the annual verification process for extractions from the San Bernardino, Colton and Riverside Basin Areas, some of the pumping facilities installed for extraction of groundwater and diversion of surface water were visited by members of the Watermaster or their representatives. Contact was made with some of the extractors to review their methods of computing extractions for the annual reports that were filed with the Watermaster.

During the initial verification program in the San Bernardino Basin Area, it was found that some groundwater producers and several diverters of surface water did not file their extractions and diversions with the State Water Resources Control Board. This condition was found to exist in some locations during the

current year, which again necessitated inspection trips and contacts with various owners by the Watermaster members or their representatives.

Watermaster Collaborative Advisory Process

The Watermaster is improving the ways in which it prepares and presents the information required under the Judgment to the Court, the Parties and other interested individuals. The Watermaster invited all interested persons and agencies to participate in a collaborative advisory process and on June 24, 2010 conducted the first Western-San Bernardino Watermaster Collaborative Advisory Process meeting. The Watermaster is continuing to meet with all interested parties in the collaborative process as needed. Numerous topics have been discussed at the meetings, including: Watermaster accounting procedures, the safe yield and the natural safe yield of the San Bernardino Basin Area, water resource activities within the San Bernardino Basin Area, basin management, conjunctive use and new conservation. The participants have elected to further refine groundwater basin and surface water hydrology models to better understand the operational characteristics of the San Bernardino Basin Area and for use in calculating new conservation.

Annual Report Modifications New Conservation

One of the principal efforts of Watermaster and the collaborative group has been to make new conservation water resulting from operation of Seven Oaks Reservoir available for extraction and use by Plaintiffs and users within San Bernardino Valley. The determination of the amount of new conservation was the initial element of work. Developing a methodology for making the water available for extraction and accounting for its use in the Annual Report has been another major element.

As the work progressed, it quickly became apparent that Annual Report tables needed to be modified to include new conservation. However, it also became apparent that changes unrelated to new conservation could be made to make the report more accurate, more readable and more useful as a source of water resource data.

Report sections describing modifications have been added at the end of Chapter III, Chapter VII, Chapter VIII and Chapter IX to describe changes relevant to provisions of the Judgment addressed in each of these chapters.

Chapter III includes modifications to Table Nos. 2 and 3 to accomplish the following.

- 1) To make available to Plaintiffs and San Bernardino Valley, new conservation water resulting from operation of Seven Oaks Reservoir through further adjustment of the Adjusted Right pursuant to Judgment Paragraphs VI(b) and VI(c).
- 2) To account for extraction of new conservation water, including any such water made available by agreement between Western and San Bernardino Valley pursuant to Judgment Paragraph VI(b)6.
- 3) To improve understanding and readability of the Annual Report by relocating the accounting for high groundwater mitigation program related extractions from footnotes in Table Nos. 2, 10 through 13 and 17 to columns in Table Nos. 2 and 3.

Chapter VII includes a modification to Table No. 8 to allow the calculations of export past Riverside Narrows to be better understood. The modification consists of conforming the logic used to adjust such export by users within Western, as provided for in the high groundwater mitigation agreements, to match the logic used to similarly adjust export from the San Bernardino Basin

Area by users other than Plaintiffs. Such adjustment has previously been made in Report of Watermaster, Volume 6, and therefore was reflected in Table No. 8. After modification the adjustment is made later in Table No. 14.

Chapter VIII includes modifications of Table No. 9 necessary to more accurately reflect the effect of extractions used outside the San Bernardino Basin Area on storage in the Basin and to account for deliveries to the Colton and Riverside Basin Areas in a manner consistent with the amendments to the Judgment approved by the Court in 1992. The modified Table No. 9A now shows the extractions from the San Bernardino Basin Area that are exported for use in the Chino, Yucaipa, San Timoteo, Oak Glen and Beaumont Basins. Table No. 9B shows similar extractions delivered in the Colton and Riverside Basin Areas.

Chapter IX includes modifications of Table Nos. 10 through 18 generally described as follows.

- 1) Table Nos. 10 through 13 are modified to improve readability and usefulness by relocating data that was previously in footnotes to columns in Table Nos. 3A through 3D. To improve understanding, column headings in Table Nos. 10 through 13 are also modified to create consistency with Table Nos. 3A through 3D and the text of the Annual Report. In the August 1, 2014 Annual Report, Table Nos. 10A through 13A were added in order to show the Plaintiffs allowable extractions for the current calendar year with and without the available imported water and new conservation water.
- 2) Table Nos. 14 and 15A are modified to provide clarity and consistent logic for applying adjustments to the total new export. The modifications include a deduction from the total

new export of the amount of additional water allowed to be extracted pursuant to the high groundwater mitigation program Judgment Paragraph VI(b)6 agreements. Such inclusion in Table No. 15A permitted high groundwater mitigation program related data to be removed from footnotes on Table No. 17. Similarly, the inclusion in Table No. 14 allowed the deduction to be deleted in Report of Watermaster, Volume 6. As a result, the logic for addressing the new export calculations associated with the high groundwater mitigation program is the same in both Table No. 16 and Table No. 17. Table No. 15B has been added to account for the loss of return flow resulting from delivery of San Bernardino Basin Area extractions to the Colton and Riverside Basin Areas. Such accounting maintains hydrologic integrity in the San Bernardino Basin Area and enables Watermaster to provide San Bernardino Valley with credit in the Colton and Riverside Basin Areas for the return flow resulting from deliveries to these Basins of San Bernardino Basin Area extractions and imported water pursuant to Judgment Paragraph X as amended in 1992.

- 3) Table Nos. 16 and 17 are summary tables and have been modified primarily to express the determinations of credit or obligation in uniformly defined terms that result in data that is more accurate and more directly useable for purposes other than determining compliance with the Judgment. The determination of the net accumulated credit or obligation for Western and San Bernardino Valley is based on a summation of all activities or water transfers that affect groundwater

storage in the San Bernardino Basin Area or storage in the Colton and Riverside Basin Areas which in turn can affect Base Flow at Riverside Narrows. The tables have been modified to show how the amount of each type of water transfer affects water in storage. This modification in Table No. 17 may prove useful in making comparisons between the calculation of change in groundwater storage based on the annual average yield associated with the natural safe yield determination by Watermaster and the storage change based on water level data. Such comparison is unnecessary for determination of compliance with the Judgment. In 2015, Table No. 17 was modified to include an accounting for Big Bear Lake in-lieu exchange water as an obligation of San Bernardino Valley, and thereby, more accurately address the effects of the in-lieu exchange program on storage in the basin. Partial accounting of such obligation was deleted from Volume 1, Table No. 8, and in addition, Volume 7, Table No. 22 was modified.

- 4) Table Nos. 17A, 17B-1 through 17B-4 and 17C are used to account for Western imported water (17A), Plaintiffs new conservation water (17B) and Riverside Basin mitigation water (17C) in the San Bernardino Basin Area. Table No. 17A was modified and Table Nos. 17B-1 through 17B-4 were added to account for Plaintiffs new conservation water in the September 6, 2013 Annual Report. Table No. 17B-5 was added to account for San Bernardino Valley's new conservation water. Table No. 17C was added in the April 1, 2014 Annual Report to account for Riverside Basin mitigation related to Seven Oaks water

conserved in the San Bernardino Basin Area. In this Annual Report, Table Nos. 17A and 17B-1 through 17B-4 have been modified to include an accounting for transfers of imported water pursuant to Paragraphs 5 and 11 of Judgment Paragraph VI(b)6 agreements dated August 18, 2004 and July 17, 2013, respectively.

- 5) Table No. 18 has been modified to more clearly address the four basic questions regarding compliance with four general requirements of the Judgment. The table clearly indicates: a) if Plaintiffs are in compliance with provisions of the Judgment; b) if any replenishment is required in the San Bernardino Basin Area by San Bernardino Valley; and c) and d) if either Western or San Bernardino Valley may be required to provide replenishment between the Bunker Hill Dike and Riverside Narrows.

Annual Report Modifications Database Improvements

Some tables and sections in the 2020 Annual Report may have data values that have been revised from previous annual reports. In 2014, the Watermaster began a database update and improvement process to enhance the well recordation program for both well owner and the Watermaster. As this transitional work progressed, comparisons of previously reported data were made using the old and new data processes. Where inconsistencies were found, methodical research was conducted to validate information used and a determination was made by the Watermaster to correct all information reported. Watermaster will develop specific data footnotes in future annual reports as appropriate and

warranted. Therefore, in July 2019, in order to establish consistency, Watermaster adopted a procedure to hold all data before 2013 static. Although unlikely, Watermaster can modify pre-2013 data should it become necessary.

Annual Report Modifications Volume Improvements

In 2019 and 2020, Watermaster updated and improved the reporting and language for Volumes 5 and 6, respectively. Both volumes have been researched and changed to show current conditions within the groundwater basins and the agencies within those basins.

DIAGRAM NO. 1 ORGANIZATION OF ANNUAL REPORT

Sources of Data for Plaintiff Compliance in SBBA

Sources of Data for Determining Western and Valley Required Replenishment

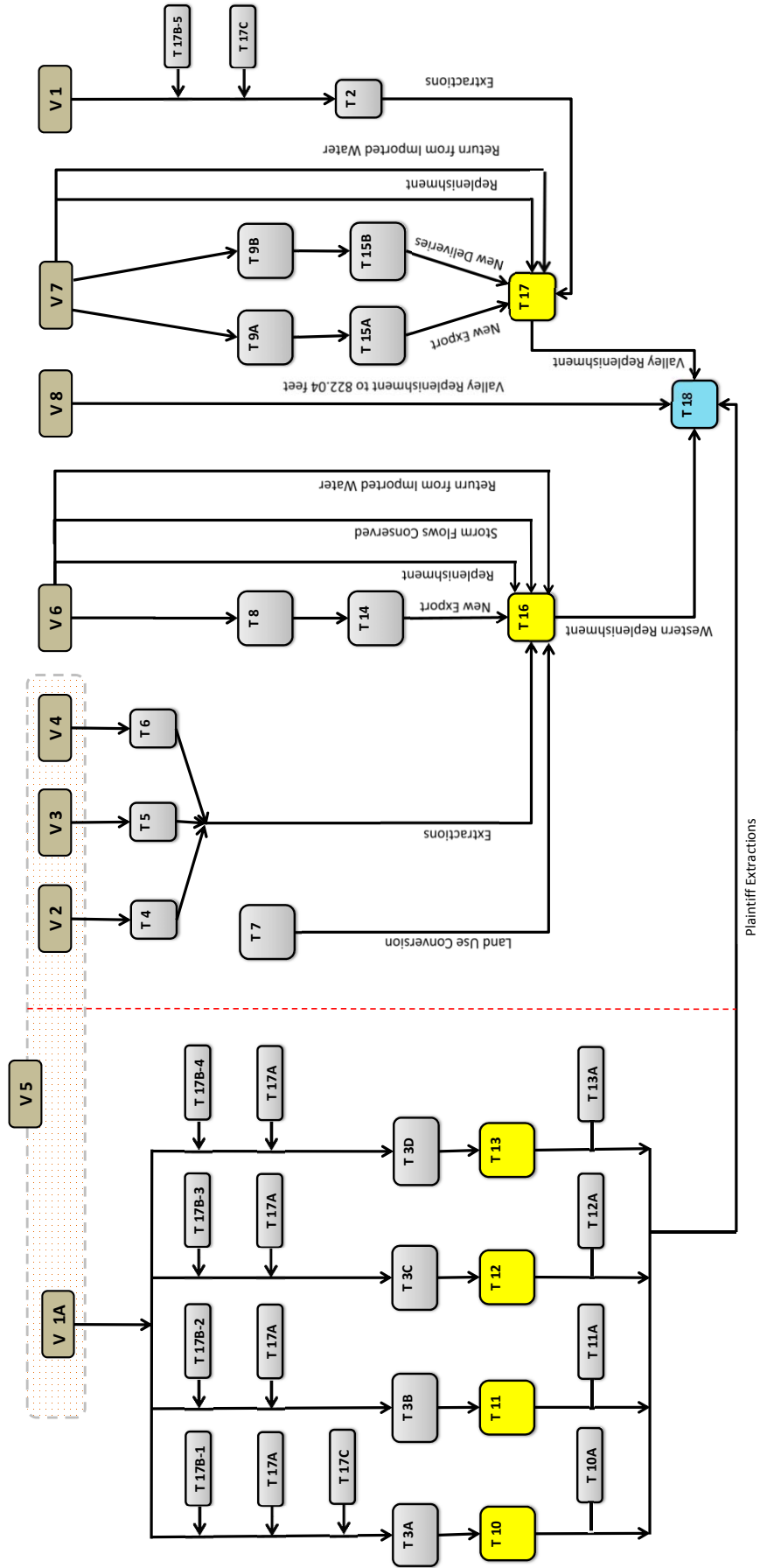


DIAGRAM NO. 1 INDEX

REPORT OF WATERMASTER, VOLUMES 1 THROUGH 8

- 1 Verified Extractions from the San Bernardino Basin Area by Non-Plaintiffs for Use Within San Bernardino County
- 1A Verified Extractions from the San Bernardino Basin Area by Plaintiffs
- 2 Verified Extractions from the Colton Basin Area
- 3 Verified Extractions from the Riverside Basin Area Within San Bernardino County
- 4 Verified Extractions from the Riverside Basin Area Within Riverside County
- 5 Distribution of Extractions
- 6 Verified Extractions from the San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area for Use Within Western on Lands Not Tributary to the Riverside Narrows
- 7 Verified Extractions from the San Bernardino Basin Area for Use on Lands Not Within Western Nor Tributary to the Riverside Narrows and for Use on Lands Within Colton Basin Area
- 8 Groundwater Surface Elevations of Wells Numbered 1S/4W-21Q03, 1S/4W-29H01 and 1S/4W-29Q01 Located Within the Colton Basin Area and Riverside Basin Area in San Bernardino County

ANNUAL REPORT TABLES 2 THROUGH 18

- 2 Adjusted Right to Extract and Verified Extractions of Other Than Plaintiffs From the San Bernardino Basin Area
- 3A-1 Adjusted Right of City of Riverside to Extract From the San Bernardino Basin Area For Use in Each Service Area
- 3A-2 Verified Extractions by the City of Riverside From the San Bernardino Basin Area For Delivery to Each Service Area
- 3B-1 Adjusted Right of Riverside Highland Water Company to Extract From the San Bernardino Basin Area For Use in Each Service Area
- 3B-2 Verified Extractions by Riverside Highland Water Company From the San Bernardino Basin Area For Delivery to Each Service Area
- 3C-1 Adjusted Right of Agua Mansa Water Company and Meeks & Daley Water Company to Extract From the San Bernardino Basin Area For Use in Each Service Area
- 3C-2 Verified Extractions by Agua Mansa Water Company and Meeks & Daley Water Company From the San Bernardino Basin Area For Delivery to Each Service Area
- 3D-1 Adjusted Right of The Regents of the University of California to Extract From the San Bernardino Basin Area For Use in Each Service Area
- 3D-2 Verified Extractions by The Regents of the University of California From the San Bernardino Basin Area For Delivery to Each Service Area
- 4 Verified Extractions From Colton Basin Area by San Bernardino and Riverside County Entities For Use In Each County

DIAGRAM NO. 1

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- 5 Verified Extractions from Riverside Basin Area Within San Bernardino County by San Bernardino and Riverside County Entities For Use In Each County
- 6 Verified Extractions From Riverside Basin Area Within Riverside County For Use In Riverside County
- 7 Reduction in Return Flow Contributing to Base Flow at Riverside Narrows Resulting From Conversion of Agricultural Uses of Water to Domestic Uses Connected to a Sewage System Discharging to the River Below Riverside Narrows
- 8 Verified Extractions From the San Bernardino Basin Area, the Colton Basin Area, and the Riverside Basin Area For Use Within Western on Lands That Are Not Tributary to the Riverside Narrows
- 9A Verified Extractions from the San Bernardino Basin Area For Use on Lands Not Within Western Nor Tributary to Riverside Narrows
- 9B Verified Extractions from the San Bernardino Basin Area For Use on Lands Within Colton and Riverside Basin Areas
- 10 Annual Accounting of Extractions by the City of Riverside From the San Bernardino Basin Area For Delivery to Each Service Area
- 10A Allowable Extractions by the City of Riverside From the San Bernardino Basin Area For Delivery to Each Service Area
- 11 Annual Accounting of Extractions by Riverside Highland Water Company From the San Bernardino Basin Area For Delivery to Each Service Area
- 11A Allowable Extractions by Riverside Highland Water Company From the San Bernardino Basin Area For Delivery to Each Service Area
- 12 Annual Accounting of Extractions by Agua Mansa Water Company and Meeks & Daley Water Company From the San Bernardino Basin Area For Delivery to Each Service Area
- 12A Allowable Extractions by Agua Mansa Water Company and Meeks & Daley Water Company From the San Bernardino Basin Area For Delivery to Each Service Area
- 13 Annual Accounting of Extractions by The Regents of The University of California From the San Bernardino Basin Area For Delivery to Each Service Area
- 13A Allowable Extractions by The Regents of The University of California From the San Bernardino Basin Area For Delivery to Each Service Area
- 14 Annual Accounting for Western Municipal Water District Export of Extractions From San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area for Use Within Western on Lands That Are Not Tributary to the Riverside Narrows
- 15A Annual Accounting for San Bernardino Valley Municipal Water District Export of Extractions from San Bernardino Basin Area For Use on Lands Not Within Western Nor Tributary to the Riverside Narrows

DIAGRAM NO. 1

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- 15B Annual Accounting for San Bernardino Valley Municipal Water District Delivery of Extractions from San Bernardino Basin Area For Use on Lands Within Colton and Riverside Basin Areas
- 16 Annual Accounting for Western Extractions From Colton Basin Area and Riverside Basin Area within Riverside and San Bernardino Counties for Use Outside San Bernardino Valley
- 17 Annual Accounting for San Bernardino Valley Municipal Water District Extractions From San Bernardino Basin Area
- 17A Annual Accounting for Additional Extractions of Imported Water From San Bernardino Basin Area by Western Municipal Water District
- 17B-1 Annual Accounting for Additional Extractions of New Conservation Water and Imported Water From San Bernardino Basin Area by City of Riverside
- 17B-2 Annual Accounting for Additional Extractions of New Conservation Water and Imported Water From San Bernardino Basin Area by Riverside Highland Water Company
- 17B-3 Annual Accounting for Additional Extractions of New Conservation Water and Imported Water From San Bernardino Basin Area by Aqua Mansa Water Company and Meeks & Daley Water Company
- 17B-4 Annual Accounting for Additional Extractions of New Conservation Water and Imported Water From San Bernardino Basin Area by The Regents of The University of California
- 17B-5 Annual Accounting for Additional Extractions of New Conservation Water From San Bernardino Basin Area by Entities in San Bernardino County Other Than Plaintiffs
- 17C Annual Accounting for Riverside Basin Mitigation Account Related to Seven Oaks Water Conserved in San Bernardino Basin Area
- 18 Summary of Compliance with Four Principal Provisions of the Judgment

TABLE NO. 1
COSTS TO THE PARTIES FOR USGS
SURFACE WATER MEASUREMENTS USED BY
WESTERN-SAN BERNARDINO WATERMASTER

November 1, 2019 to October 31, 2020

	Parties Share of Cost	USGS Share of Cost
Santa Ana River near Mentone	\$15,800	\$7,950
Santa Ana River near Mentone Supplemental	9,500	4,750
Mill Creek near Mentone	16,950	0
Plunge Creek near Highland Streamflow	15,800	7,950
City Creek Canal near Highland	9,500	4,750
City Creek near Highland Streamflow	15,800	7,950
San Timoteo Creek near Loma Linda	0	26,300
East Twin Creek near Arrowhead Springs	15,800	7,950
Waterman Canyon Creek near Arrowhead Springs	15,800	7,950
Santa Ana River at E Street	16,850	0
Warm Creek near San Bernardino	15,800	7,950
<u>Lytle Creek at Fontana Union Water Company Head Gates</u>		
Infiltration Pipeline Meter	3,650	1,850
Lytle Creek near Fontana Streamflow	0	26,300
Weir No. 2 and No. 3 — Head Gate Diversion	15,800	0
20-ft. Weir — Forebay Spillway Return to Creek	15,800	0
<u>Southern California Edison Lower Powerhouse on Lytle Creek</u>		
20-ft. Weir — Discharge of Lower Powerhouse	1,400	0
Parshall Flume — Return to Creek from Afterbay	15,800	0
20-ft. Weir to West Fontana Union Diversion	0	0
Cajon Creek below Lone Pine Creek near Keenbrook	15,800	7,950
Devil Canyon Creek near San Bernardino	15,800	7,950
Lytle Creek at Colton	<u>15,800</u>	<u>7,950</u>
 SUBTOTAL FOR PARTIES	 \$247,450	
 SUBTOTAL FOR UNITED STATES GEOLOGICAL SURVEY		 <u><u>\$135,500</u></u>
 TOTAL COST FOR SURFACE WATER MEASUREMENTS		 \$382,950

CHAPTER III

EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

CHAPTER III

EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

The extractions from the San Bernardino Basin Area have been classified as first, those extractions and diversions for use by other than Plaintiffs and second, those extractions and diversions for use by Plaintiffs.

The total verified extractions by other than Plaintiffs for calendar years 1971 through 2019, together with five-year totals, are shown on Table No. 2. The individual work sheets for the 2019 verifications are included in Report of Watermaster, Volume 1-2019.

The total verified extractions from the San Bernardino Basin Area by Plaintiffs for the calendar years 1971 through 2019, are shown on Table No. 3. The individual work sheets for the 2019 verifications and distribution of extractions by Plaintiffs are included in Report of Watermaster, Volume 1A-2019 and Volume 5-2019.

For reference, the Adjusted Rights of other than Plaintiffs and Plaintiffs are also shown on Table Nos. 2 and 3. Commencing in 2013, the Adjusted Rights include part of the new conservation resulting from operation of Seven Oaks Reservoir pursuant to Judgment Paragraphs VI(b) and VI(c). The part included consists of the average annual new conservation that is forecast to occur over a long term at the existing or enhanced Santa Ana River Spreading Grounds. Table Nos. 2 and 3 show the Adjusted Right as the sum of the Safe Yield Adjusted Right and the New Conservation Allocation resulting from the long term forecast commencing in 2013.

Table Nos. 2 and 3 also show that extractions are equal to the total extractions minus any additional extractions which are allowed pursuant to

Judgment Paragraph VI(b)6 agreements. Additional extractions have been allowed in the past to mitigate high groundwater conditions and to allow extraction by Plaintiffs of imported water recharged by Western pursuant to a Judgment Paragraph VI(b)6 agreement. In the future, any new conservation resulting from operation of Seven Oaks Reservoir that is not recharged at the existing or enhanced Santa Ana River Spreading Grounds may be made available to users through Judgment Paragraph VI(b)6 agreements and similarly accounted for in Table Nos. 2 and 3 as additional extractions.

Paragraph VII of the Judgment titled *Water Discharged Across Bunker Hill Dike* recites as follows:

“San Bernardino Valley shall keep in force an agreement with the City of San Bernardino that the present annual quantity of municipal sewage effluent discharged across Bunker Hill Dike, assumed for all purposes herein to be 16,000 acre-feet annually, shall be committed to the discharge of the downstream obligations imposed on San Bernardino Valley under this Judgment or under the Orange County Judgment, and that such effluent shall comply with the requirements of the Santa Ana River Basin Regional Water Quality Control Board in effect December 31, 1968.”

The Judgment does not charge the Watermaster with verification of the 16,000 acre-feet amount of sewage effluent discharge or the enforcement of the water quality requirements.

Watermaster receives discharge data from the City of San Bernardino for sewage effluent discharged from two locations to the Santa Ana River: Santa Ana River (Plant No. 2), and through the Rapid Infiltration and Extraction System (RIX).

Following review of the data provided by the City of San Bernardino, Watermaster makes its determination. The data is provided in the following table.

Calendar Year	Plant No. 1 (Acre-Feet)	Plant No. 2 (Acre-Feet)	Total (Acre-Feet)	RIX (Acre-Feet) San Bernardino and Colton combined flows
1971	5,705	8,925	14,630	
1972	6,784	9,963	16,747	
1973	-	17,640	17,640	
1974	-	17,070	17,070	
1975	-	16,820	16,820	
1976	-	17,530	17,530	
1977	-	17,720	17,720	
1978	-	18,690	18,690	
1979	-	19,350	19,350	
1980	-	20,670	20,670	
1981	-	21,120	21,120	
1982	-	24,493	24,493	
1983	-	23,170	23,170	
1984	-	21,759	21,759	
1985	-	23,814	23,814	
1986	-	25,442	25,442	
1987	-	27,154	27,154	
1988	-	27,290	27,290	
1989	-	28,300	28,300	
1990	-	27,770	27,770	
1991	-	26,980	26,980	
1992	-	25,510	25,510	
1993	-	24,660	24,660	
1994	-	24,790	24,790	
1995	-	26,260	26,260	
1996	-	6,610	6,610	30,880
1997	-	0	0	44,950
1998	-	0	0	48,710
1999	-	0	0	48,040
2000	-	0	0	47,230
2001	-	0	0	47,250
2002	-	0	0	43,828
2003	-	242 ¹	242	45,713
2004	-	286 ¹	286	44,501
2005	-	4,249 ¹	4,249	42,267 ²
2006	-	1,155 ¹	1,155	44,979 ²
2007	-	75 ^{1,2}	75	43,153
2008	-	568 ^{1,2}	568	42,140
2009	-	217 ^{1,2}	217	40,634
2010	-	755 ¹	755	40,157
2011	-	766 ¹	766	39,057
2012	-	76 ¹	76	37,326
2013	-	44 ¹	44	35,022
2014	-	145 ¹	145	32,809
2015	-	0	0	31,599
2016	-	0	0	33,075
2017	-	0	0	35,236
2018	-	0	0	31,677
2019	-	0	0	33,122

¹ Direct discharge of treated wastewater flows to SAR when the SAR flow rate at "E" Street Gage is adequate to provide 20:1 dilution.

² Amount corrected during a subsequent year verification of extractions.

**Annual Report Modifications
Table Nos. 2 and 3**

In 2012, Western and San Bernardino Valley contracted with GEOSCIENCE Support Services and SAIC (GEOSCIENCE/SAIC) to perform the following tasks.

- 1) Calculate the amount of new conservation resulting from the operation of Seven Oaks Reservoir from 1998 through 2012.
- 2) Forecast the long term average annual amounts of Seven Oaks related new conservation likely to occur at the downstream spreading grounds under each of the following assumed conditions.
 - a. Current delivery and recharge capability of 195 cfs
 - b. Expanded delivery and recharge capability of 300 cfs, and
 - c. Expanded delivery and recharge capability of 500 cfs.
- 3) Allocate the new conservation among the Plaintiffs and San Bernardino Valley in proportion to their respective share of the natural safe yield.

The results of the GEOSCIENCE/SAIC work is summarized as follows:

Party	New Conservation Allocation			
	Amount for Prior Years 1998-2012 AF	Forecast Amounts for 195 cfs Diversion AF/yr	Forecast Amounts for 300 cfs Diversion AF/yr	Forecast Amounts for 500 cfs Diversion AF/yr
City of Riverside	9,635	1,719	2,235	2,431
Riverside Highland Water Co.	793	141	184	200
Meeks and Daley Water Co.	1,448	258	336	365
University of California	98	18	23	25
San Bernardino Valley	30,866	5,507	7,161	7,787
Total	42,840	7,643	9,939	10,807

Forecasts for diversion of 300 cfs and 500 cfs are based on planned enhancement of the delivery and recharge facilities. Although certain components of the enhancement have been constructed (Santa Ana River Enhanced Recharge Project [SARER], Phase I-A), an overall functional system to facilitate for diversion of up to 500 cfs (SARER Phase I-B) is not yet completed. Therefore, the new conservation allocations included in the Adjusted Right commencing in calendar year 2013 are the amounts forecast to result from the current diversion capacity of 195 cfs. At the time the overall enhanced recharge facilities become operational, the Watermaster will consider increasing the new conservation allocation, thereby further increasing the Adjusted Right for users other than Plaintiffs in Table No. 2 and Plaintiffs in Table Nos. 3A-1 through 3D-1.

New conservation related to operation of Seven Oaks Reservoir will be made available for extraction by Plaintiffs and users in San Bernardino Valley through different mechanisms for each of three components of the new conservation. The component resulting from recharge at the Santa Ana River Spreading Grounds is made available through a further adjustment of the Adjusted Right as provided in Judgment Paragraphs VI(b) and VI(c). The components resulting from determination of prior years (1998-2012) new conservation and future new conservation resulting from direct use or recharge at locations other than the Santa Ana River Spreading Grounds will likely be made available through the existing and future Judgment Paragraph VI(b)6 agreements. The future VI(b)6 agreements will likely be entered following any major hydrologic event (wet year) that results in conservation at locations other than the Santa Ana River Spreading Grounds provided the capability of the Spreading Grounds was exceeded.

The specific mechanisms that will be used to account for all three components of new conservation as well as other types of additional water made available pursuant to existing or future Judgment Paragraph VI(b)6 agreements are as follows.

- 1) A mechanism to increase the Adjusted Right of Plaintiffs and San Bernardino Valley to reflect the amounts of new conservation forecast to result from long term operation of Seven Oaks Reservoir and diversion of increased amounts, relative to amounts diverted using safe yield practices, for recharge at the downstream spreading grounds. (See the second, third, and fourth data columns in the table above) This increase in Adjusted Right is pursuant to Judgment Paragraphs VI(b) and VI(c). (New Conservation)
- 2) A mechanism to make available to Plaintiffs and San Bernardino Valley, when needed to offset excess extractions, the amount of allocated new conservation determined by Watermaster to have resulted from operation of Seven Oaks Reservoir from 1998 through 2012. (See the first data column in the table above) Such amounts are made available through the 2013 additional extractions agreement entered by Western and San Bernardino Valley pursuant to Judgment Paragraph VI(b)6 and approved by the Court on November 19, 2013. (New Conservation)
- 3) A mechanism to make available to Plaintiffs and San Bernardino Valley, when needed to offset excess extractions, the amount of allocated new conservation determined by Watermaster to have resulted from a future

major hydrologic event that resulted in direct use of Seven Oaks water or recharge of the San Bernardino Basin Area with Seven Oaks water in areas other than the Santa Ana River Spreading Grounds provided the capability to recharge at the Spreading Grounds has been fully utilized. Such wet year hydrologic events are forecast to occur in the future on average in one out of five years. The long term average annual amount of new conservation that could result from such events is forecast to be about 10,000 acre-feet per year. The specific amounts of new conservation will be set forth in Judgment Paragraph VI(b)6 agreements that will allow additional extractions. (New Conservation)

- 4) A mechanism to account for the additional extractions that occurred between 1981 and 2004 for the purpose of mitigating the high groundwater condition. Such additional extractions were made pursuant to numerous Judgment Paragraph VI(b)6 agreements and were previously accounted for in footnotes on Table Nos. 2, 10 through 13 and 17. (High Groundwater Mitigation)
- 5) A mechanism to account for extractions of water pursuant to the 2004 replenishment and extraction agreement that allows Western or Plaintiffs to extract recharged imported water. (Western's Extraction of Imported Water)
- 6) A mechanism to account for Plaintiffs transfer to Western of an amount of water equal to all or a part of Plaintiffs unused water right in the San Bernardino Basin Area, subject to the

provisions of Paragraph 11 of the 2013 agreement referenced in 2) above.

Paragraph 10 of the 2013 agreement referenced in the second mechanism described above provides that any amount of replenishment in the San Bernardino Basin Area resulting from the 1998 through 2012 operation of Seven Oaks Reservoir and related diversion and spreading facilities that, in the absence of such operation, would have been replenished in the Riverside Basin, shall not be considered new conservation and shall not be allocated for use by Plaintiffs and users within San Bernardino Valley and shall instead be included in a Riverside Basin Mitigation Account. The agreement further provides that the City of Riverside may be required to increase extractions from its wells in the San Bernardino Basin Area and reduce extractions in its Flume Tract wells in the Riverside Basin by the same amount. Such change in location of extractions effectively transfers to the Riverside Basin, water that is conserved in the San Bernardino Basin Area through Seven Oaks related operations that would otherwise have been conserved in the Riverside Basin. Such transfers mitigate the adverse effects of Seven Oaks new conservation and reduce the amount in the Riverside Basin Mitigation Account. The amount in the Riverside Basin Mitigation Account may also be reduced by extraction of water from the San Bernardino Basin Area by producers other than Plaintiffs that is subsequently recharged in the Riverside Basin.

The GEOSCIENCE/SAIC work referenced previously resulted in a determination of the following amounts of conserved water that should be included in the Riverside Basin Mitigation Account.

- 1) An initial amount of 2,713 acre-feet resulting from Seven Oaks related conservation operations in prior years 1998 through 2012.

- 2) An annual amount of 483 acre-feet/year, commencing in 2013, resulting from Seven Oaks related conservation operations based on the current diversion capacity of 195 cfs.

The accounting for amounts included in the Riverside Basin Mitigation Account and the amounts extracted in exchange for Riverside Basin extractions and for Riverside Basin recharge is shown on Table No. 17C. The amounts extracted are included in Table Nos. 2 and/or 3A-2 as Additional Extractions. Additional extractions are excluded from determination of Plaintiff's compliance with the Judgment and the determination of San Bernardino Valley replenishment obligations in the San Bernardino Basin Area.

The sixth mechanism described above also references the 2013 Judgment Paragraph VI(b)6 agreement. Paragraph 11 of the 2013 agreement provides that commencing in 2013 Plaintiffs may transfer to Western an amount of water equal to all or a part of Plaintiffs unused water right in the San Bernardino Basin Area provided the amount of such transfer, plus any remaining balance of such water transferred previously, may not exceed the Plaintiffs aggregate amount of previously transferred right to extract imported water pursuant to Paragraph 5 of the 2004 Judgment Paragraph VI(b)6 agreement.

Paragraph 11 was included in the 2013 agreement in partial response to an agreement dated March 20, 2007 among Western, San Bernardino Valley and the City of Riverside wherein the parties agreed to use their best efforts to implement an accounting methodology that would allow Plaintiffs to fully utilize their water rights in the San Bernardino Basin Area. Paragraph 11 essentially establishes a "buffer" for each Plaintiff equal to the amount of previously transferred right to extract imported water (see fifth mechanism above). Plaintiffs may transfer unused water right or under extractions into the "buffer" and also

use the “buffer” to address excess extractions thereby making greater utilization of Plaintiffs water right than would otherwise be possible. Since the “buffer” results only from transfers of imported water, the storage of native water or safe yield is not adversely affected.

This Annual Report includes modifications to Table Nos. 17B-1 through 17B-4 and 17A to account for the transfers resulting from implementation of Paragraph 11 of the 2013 Agreement. Tables Nos. 17B-1 through 17B-4 were originally designed to account for new conservation water allocated to each Plaintiff by Watermaster. These tables have been expanded to include an accounting for the imported water transfers associated with implementation of Paragraph 11. Therefore, in addition to showing the remaining balance of new conservation water allocations, the table shows the imported water net accumulated balance or “buffer” balance at the end of each year. The table is designed to ensure that the imported water balance does not exceed the total amount of right to extract imported water transferred from Western to a Plaintiff pursuant to the 2004 Judgment Paragraph VI(b)6 agreement.

Table No. 17A was modified in this Annual Report to function as a repository for the Plaintiffs “buffer” water. So, in addition to accounting for the acquisition and extractions of imported water, the table also accounts for the sum of all “buffer” transfers by Plaintiffs and shows the Plaintiff imported water net accumulated balance at the end of each year.

In addition to changes needed to address new conservation and Plaintiff transfers of imported water, Table Nos. 2 and 3 were also modified to improve the readability of the report and improve the accuracy of the extraction data. Annual reports prior to calendar year 2012 accounted for additional extractions (mainly high groundwater) through numerous footnotes with data in Table Nos. 2, 3, 10 through 13 and 17. By adding a column titled Additional Extractions in

Table Nos. 2 and 3, the data in these footnotes were eliminated and the report is more easily read and understood.

In 2015, Table No. 17 was modified to include a San Bernardino Valley obligation entitled “In-Lieu Deliveries Obligation.” Such obligation is pursuant to a 1996 agreement between Big Bear Municipal Water District and San Bernardino Valley wherein San Bernardino Valley agreed to deliver imported water and/or pumped groundwater to Bear Valley Mutual Water Company (BVMWC) in-lieu of a like amount of stream diversion of native water not released from Big Bear Lake and retained in the lake for the benefit of the local community.

In 2013, Volume 1, Table No. 8 was modified to account for the direct delivery component of San Bernardino Valley’s obligation. However, in calendar year 2014, in-lieu groundwater was also delivered. With the addition of the “In-Lieu Deliveries Obligation” to Table No. 17, the in-lieu accounting in Volume 1, Table No. 8 and Volume 7, Table No. 22, was eliminated.

ADJUSTED RIGHT TO EXTRACT AND VERIFIED EXTRACTATIONS OF
OTHER THAN PLAINTIFFS
FROM THE SAN BERNARDINO BASIN AREA
ANNUAL TOTALS
(All Values in Acre-Feet)

Calendar Year	Adjusted Right			Extractions		
	Safe Yield Adjusted Right <i>1</i>	New Conservation Allocation <i>2</i>	Adjusted Right <i>3</i>	Total Extractions	Additional Extractions	Extractions
1971	171,342		171,342	163,186		163,186
1972	167,238		167,238	167,227		167,227
1973	167,238		167,238	159,781		159,781
1974	167,238		167,238	158,685		158,685
1975	167,238		167,238	151,681		151,681
1976	167,238		167,238	144,317		144,317
1977	167,238		167,238	144,811		144,811
1978	167,238		167,238	137,040		137,040
1979	167,238		167,238	154,807		154,807
1980	167,238		167,238	159,422		159,422
1981	167,238		167,238	172,639		172,639
1982	167,238		167,238	153,040		153,040
1983	167,238		167,238	146,434		146,434
1984	167,238		167,238	180,808		180,808
1985	167,238		167,238	177,919	13,675 <i>4</i>	164,244
1986	167,238		167,238	184,734		184,734
1987	167,238		167,238	172,501	10,025 <i>5</i>	162,476
1988	167,238		167,238	181,425	19,619 <i>6</i>	161,806
1989	167,238		167,238	173,530		173,530
1990	167,238		167,238	167,272		167,272
1991	167,238		167,238	166,347		166,347
1992	167,238		167,238	172,913	5,675 <i>7</i>	167,238
1993	167,238		167,238	178,372	11,134 <i>8</i>	167,238
1994	167,238		167,238	187,507	18,013 <i>9</i>	169,494
1995	167,238		167,238	182,171	14,933 <i>10</i>	167,238
1996	167,238		167,238	189,419	18,013 <i>11</i>	171,406
1997	167,238		167,238	188,504	18,013 <i>12</i>	170,491
1998	167,238		167,238	198,857	18,013 <i>13</i>	180,844
1999	167,238		167,238	197,273	40,471 <i>14</i>	156,802
2000	167,238		167,238	188,233	25,778 <i>15</i>	162,455

**ADJUSTED RIGHT TO EXTRACT AND VERIFIED EXTRACTIONS OF
OTHER THAN PLAINTIFFS
FROM THE SAN BERNARDINO BASIN AREA
ANNUAL TOTALS
(All Values in Acre-Feet)**

Calendar Year	Adjusted Right			Extractions		
	Safe Yield Adjusted Right <i>1</i>	New Conservation Allocation <i>2</i>	Adjusted Right <i>3</i>	Total Extractions	Additional Extractions	Extractions
2001	167,238		167,238	177,361	24,335 <i>16</i>	153,026
2002	167,238		167,238	181,543	19,305 <i>17</i>	162,238
2003	167,238		167,238	171,017		171,017
2004	167,238		167,238	178,460	13,722 <i>18</i>	164,738
2005	167,238		167,238	189,207		189,207
2006	167,238		167,238	207,323		207,323
2007	167,238		167,238	192,866		192,866
2008	167,238		167,238	191,536		191,536
2009	167,238		167,238	173,087		173,087
2010	167,238		167,238	163,795		163,795
2011	167,238		167,238	172,755		172,755
2012	167,238		167,238	172,505		172,505
2013	167,238	5,507	172,745	156,664		156,664
2014	167,238	5,507	172,745	152,256		152,256
2015	167,238	5,507	172,745	123,963		123,963
2016	167,238	5,507	172,745	113,769		113,769
2017	167,238	5,507	172,745	134,714		134,714
2018	167,238	5,507	172,745	128,259		128,259
2019	167,238	5,507	172,745	123,831		123,831
2020	167,238	5,507	172,745			

Note: Total Extractions - See Report of Watermaster, Volume 1, Table 8, Total Non-Plaintiff Extractions from San Bernardino Basin Area Excluding Minor Production and delivery amounts to Plaintiffs.

1 Adjusted Right not effective until January 1, 1972; therefore, 1971 Base Right is as verified for five-year Base Period 1959-63

2 New Conservation Allocation takes effect in the first year shown and continues until further adjusted by Watermaster.

Pursuant to Paragraph VI(c) of the Judgment, Watermaster has determined the other than Plaintiffs New Conservation Allocation to be 5,507 acre-feet per year starting in 2013. The 2013 Paragraph VI(b)6 Agreement provides that Watermaster will periodically consider changing this number based on provisions of the Agreement.

3 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation.

4 Amount deducted under February 25, 1985 and August 21, 1985 Judgment Paragraph VI(b)6 Agreement. (High Groundwater Mitigation)

ADJUSTED RIGHT TO EXTRACT AND VERIFIED EXTRACTIONS OF
OTHER THAN PLAINTIFFS
FROM THE SAN BERNARDINO BASIN AREA

*5 Amount deducted under May 20, 1987 2nd Amendment to December 22, 1981 Judgment VI(b)6 Agreement
(hereinafter "December 22, 1981 Agreement"). (High Groundwater Mitigation)*

6 Amount deducted under January 20, 1988 3rd Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

7 Amount deducted under May 4, 1992 5th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

8 Amount deducted under June 16, 1993 6th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

9 Amount deducted under March 3, 1994 7th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

10 Amount deducted under March 15, 1995 8th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

11 Amount deducted under March 6, 1996 9th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

12 Amount deducted under February 19, 1997 10th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

13 Amount deducted under February 18, 1998 11th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

14 Amount deducted under January 19, 1999 13th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

15 Amount deducted under August 16, 2000 15th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

16 Amount deducted under February 7, 2001 17th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

17 Amount deducted under February 6, 2002 19th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

18 Amount deducted under August 18, 2004 21st Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)

TABLE NO. 2

ADJUSTED RIGHT TO EXTRACT AND VERIFIED EXTRACTATIONS OF
OTHER THAN PLAINTIFFS
FROM THE SAN BERNARDINO BASIN AREA
FIVE-YEAR TOTALS
(All Values in Acre-Feet)

Five-Year Period	Five-Year Adjusted Right	Five-Year Extractions
1971-75	840,294	800,560
1972-76	836,190	781,691
1973-77	836,190	759,275
1974-78	836,190	736,534
1975-79	836,190	732,656
1976-80	836,190	740,397
1977-81	836,190	768,719
1978-82	836,190	776,948
1979-83	836,190	786,342
1980-84	836,190	812,343
1981-85	836,190	817,165
1982-86	836,190	829,260
1983-87	836,190	838,696
1984-88	836,190	854,068
1985-89	836,190	846,790
1986-90	836,190	849,818
1987-91	836,190	831,431
1988-92	836,190	836,193
1989-93	836,190	841,625
1990-94	836,190	837,589
1991-95	836,190	837,555
1992-96	836,190	842,614
1993-97	836,190	845,867
1994-98	836,190	859,473
1995-99	836,190	846,781
1996-00	836,190	841,998
1997-01	836,190	823,618
1998-02	836,190	815,365
1999-03	836,190	805,538
2000-04	836,190	813,474

TABLE NO. 2

ADJUSTED RIGHT TO EXTRACT AND VERIFIED EXTRACTIONS OF
OTHER THAN PLAINTIFFS
FROM THE SAN BERNARDINO BASIN AREA
FIVE-YEAR TOTALS
(All Values in Acre-Feet)

Five-Year Period	Five-Year Adjusted Right	Five-Year Extractions
2001-05	836,190	840,226
2002-06	836,190	894,523
2003-07	836,190	925,151
2004-08	836,190	945,670
2005-09	836,190	954,019
2006-10	836,190	928,607
2007-11	836,190	894,039
2008-12	836,190	873,678
2009-13	841,697	838,806
2010-14	847,204	817,975
2011-15	852,711	778,143
2012-16	858,218	719,157
2013-17	863,725	681,366
2014-18	863,725	652,961
2015-19	863,725	624,536
2016-20	863,725	

Note: 5-year totals corrected to reflect any corrections on Table 2, Page 1a of 2 and Page 1b of 2.

ADJUSTED RIGHT OF
CITY OF RIVERSIDE
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and Gage Canal Company)
(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Adjusted Right			For Use In San Bernardino Basin Area	For Use In Colton Basin Area and Riverside Basin Area in San Bernardino County	For Use In Areas Outside San Bernardino Valley		
	Safe Yield Adjusted Right <i>1</i>	New Conservation Allocation <i>2</i>	Adjusted Right <i>3</i>	Adjusted Right <i>4</i>	Adjusted Right <i>4</i>	Safe Yield Adjusted Right <i>1</i>	New Conservation Allocation <i>2</i>	Adjusted Right <i>3</i>
1971	53,448		53,448	1,462	1,260	50,726		50,726
1972	52,199		52,199	1,427	1,230	49,542		49,542
1973	52,199		52,199	1,427	1,230	49,542		49,542
1974	52,199		52,199	1,427	1,230	49,542		49,542
1975	52,199		52,199	1,427	1,230	49,542		49,542
1976	52,199		52,199	1,427	1,230	49,542		49,542
1977	52,199		52,199	1,427	1,230	49,542		49,542
1978	52,199		52,199	1,427	1,230	49,542		49,542
1979	52,199		52,199	1,427	1,230	49,542		49,542
1980	52,199		52,199	1,427	1,230	49,542		49,542
1981	52,199		52,199	1,427	1,230	49,542		49,542
1982	52,199		52,199	1,427	1,230	49,542		49,542
1983	52,199		52,199	1,427	1,230	49,542		49,542
1984	52,199		52,199	1,427	1,230	49,542		49,542
1985	52,199		52,199	1,427	1,230	49,542		49,542
1986	52,199		52,199	1,427	1,230	49,542		49,542
1987	52,199		52,199	1,427	1,230	49,542		49,542
1988	52,199		52,199	1,427	1,230	49,542		49,542
1989	52,199		52,199	1,427	1,230	49,542		49,542
1990	52,199		52,199	1,427	1,230	49,542		49,542
1991	52,199		52,199	1,427	1,230	49,542		49,542
1992	52,199		52,199	1,427	1,230	49,542		49,542
1993	52,199		52,199	1,427	1,230	49,542		49,542
1994	52,199		52,199	1,427	1,230	49,542		49,542
1995	52,199		52,199	1,427	1,230	49,542		49,542

ADJUSTED RIGHT OF
CITY OF RIVERSIDE
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and Gage Canal Company)
(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Adjusted Right			For Use In San Bernardino Basin Area		For Use In Colton Basin Area and Riverside Basin Area in San Bernardino County		
	San Bernardino Basin Area Adjusted Right			Adjusted Right 4	Adjusted Right 4	For Use In Areas Outside San Bernardino Valley		
	Safe Yield Adjusted Right 1	New Conservation Allocation 2	Adjusted Right 3			Safe Yield Adjusted Right 1	New Conservation Allocation 2	Adjusted Right 3
1996	52,199		52,199	1,427	1,230	49,542		49,542
1997	52,199		52,199	1,427	1,230	49,542		49,542
1998	52,199		52,199	1,427	1,230	49,542		49,542
1999	52,199		52,199	1,427	1,230	49,542		49,542
2000	52,199		52,199	1,427	1,230	49,542		49,542
2001	52,199		52,199	1,427	1,230	49,542		49,542
2002	52,199		52,199	1,427	1,230	49,542		49,542
2003	52,199		52,199	1,427	1,230	49,542		49,542
2004	52,199		52,199	1,427	1,230	49,542		49,542
2005	52,199		52,199	1,427	1,230	49,542		49,542
2006	52,199		52,199	1,427	1,230	49,542		49,542
2007	52,199		52,199	1,427	1,230	49,542		49,542
2008	52,199		52,199	1,427	1,230	49,542		49,542
2009	52,199		52,199	1,427	1,230	49,542		49,542
2010	52,199		52,199	1,427	1,230	49,542		49,542
2011	52,199		52,199	1,427	1,230	49,542		49,542
2012	52,199		52,199	1,427	1,230	49,542		49,542
2013	52,199	1,719	53,918	1,427	1,230	49,542	1,719	51,261
2014	52,199	1,719	53,918	1,427	1,230	49,542	1,719	51,261
2015	52,199	1,719	53,918	1,427	1,230	49,542	1,719	51,261
2016	52,199	1,719	53,918	1,427	1,230	49,542	1,719	51,261
2017	52,199	1,719	53,918	1,427	1,230	49,542	1,719	51,261
2018	52,199	1,719	53,918	1,427	1,230	49,542	1,719	51,261
2019	52,199	1,719	53,918	1,427	1,230	49,542	1,719	51,261
2020	52,199	1,719	53,918	1,427	1,230	49,542	1,719	51,261

ADJUSTED RIGHT OF
CITY OF RIVERSIDE
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and Gage Canal Company)

1 Safe Yield Adjusted Right became effective on January 1, 1972; Base Right for Calendar Year 1971 is as shown in Table B-1 of the Judgment.

2 New Conservation Allocation takes effect in the first year shown and continues until further adjusted by Watermaster.

Pursuant to Paragraph VI(b) of the Judgment, Watermaster has determined the City of Riverside New Conservation Allocation to be 1,719 acre-feet per year starting in 2013.

The 2013 Paragraph VI(b)6 Agreement provides that Watermaster will periodically consider changing this number based on provisions of the Agreement.

3 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation.

4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.

VERIFIED EXTRACTIONS BY
CITY OF RIVERSIDE
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and Gage Canal Company)
(All Values in Acre-Feet)

San Bernardino Basin Area Extractions				Delivery for Use in San Bernardino Basin Area	Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Delivery for Use in Areas Outside San Bernardino Valley				
Calendar Year	Total Extractions	Additional Extractions	Extractions	Deliveries	Deliveries	Actual Deliveries	Additional Deliveries	Deliveries		
1971	53,882		53,882	98	669	53,115		53,115		
1972	45,694		45,694	85	547	45,062		45,062		
1973	43,022		43,022	156	512	42,354		42,354		
1974	43,367		43,367	0	764	42,603		42,603		
1975	47,962		47,962	0	498	47,464		47,464		
1976	51,374		51,374	0	523	50,851		50,851		
1977	50,999		50,999	0	346	50,653		50,653		
1978	45,384		45,384	646	301	44,437		44,437		
1979	52,377		52,377	0	415	51,962		51,962		
1980	50,756		50,756	383	0	50,373		50,373		
1981	52,157	1,148	1	51,009	724	0	51,433	1,148	1	50,285
1982	49,599			49,599	162	0	49,437			49,437
1983	46,064	76	2	45,988	335	0	45,729	76	2	45,653
1984	58,906	9,332	3	49,574	41	0	58,865	9,332	3	49,533
1985	63,073	13,472	4	49,601	59	0	63,014	13,472	4	49,542
1986	59,979	10,000	5	49,979	437	0	59,542	10,000	5	49,542
1987	57,841	7,965	6	49,876	334	0	57,507	7,965	6	49,542
1988	64,512	14,201	7	50,311	815	0	63,697	14,201	7	49,496
1989	50,784			50,784	28	0	50,756			50,756
1990	47,637			47,637	23	0	47,614			47,614
1991	52,909	3,212	8	49,697	161	0	52,748	3,212	8	49,536
1992	50,239	7,177	9	43,062	203	0	50,036	7,177	9	42,859
1993	52,006	7,152	10	44,854	-108	0	52,114	9,917	10	42,197
1994	60,447	9,107	11	51,340	46	0	60,401	10,859	11	49,542
1995	55,392	5,799	12	49,593	99	0	55,293	8,357	12	46,936

VERIFIED EXTRACTIONS BY
CITY OF RIVERSIDE
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and Gage Canal Company)
(All Values in Acre-Feet)

San Bernardino Basin Area Extractions					Delivery for Use in San Bernardino Basin Area	Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Delivery for Use in Areas Outside San Bernardino Valley			
Calendar Year	Total Extractions	Additional Extractions		Extractions	Deliveries	Deliveries	Actual Deliveries	Additional Deliveries		Deliveries
1996	63,382	8,390	13	54,992	278	0	63,104	10,769	13	52,335
1997	59,938	7,495	14	52,443	494	0	59,444	9,658	14	49,786
1998	54,417	6,671	15	47,746	0	0	54,417	6,671	15	47,746
1999	61,142	8,943	16	52,199	181	0	60,961	11,419	16	49,542
2000	63,472	11,273	17	52,199	117	0	63,355	13,813	17	49,542
2001	59,312	7,113	18	52,199	229	0	59,083	9,541	18	49,542
2002	65,462	13,263	19	52,199	172	0	65,290	15,748	19	49,542
2003	54,514			54,514	10	0	54,504			54,504
2004	53,414	1,215	20	52,199	0	0	53,414	3,872	20	49,542
2005	44,696			44,696	13	0	44,683			44,683
2006	49,444			49,444	30	0	49,414			49,414
2007	52,018	2,459	21	49,559	39	0	51,979	2,459	21	49,520
2008	53,581			53,581	70	0	53,511			53,511
2009	43,061			43,061	121	0	42,940			42,940
2010	45,713			45,713	80	0	45,633			45,633
2011	46,488			46,488	72	0	46,416			46,416
2012	52,506			52,506	13	0	52,493			52,493
2013	50,158	(2,459)	22	52,617	11	0	50,147	(2,459)	22	52,606
2014	49,433			49,433	18	0	49,415			49,415
2015	50,037			50,037	286	0	49,751			49,751
2016	46,632			46,632	384	0	46,248			46,248
2017	50,456			50,456	373	0	50,083			50,083
2018	49,888			49,888	22	0	49,866			49,866
2019	42,527			42,527	21	0	42,506			42,506
2020										

VERIFIED EXTRACTIONS BY
CITY OF RIVERSIDE
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and Gage Canal Company)

Note: See Report of Watermaster, Volume 1A, Table No. 3.

- 1 Amount deducted under December 22, 1981 Judgment Paragraph VI(b)6 Agreement (hereinafter "December 22, 1981 Agreement"). (High Groundwater Mitigation)
- 2 Amount deducted under March 3, 1983 and April 18, 1983 Letter Agreements under December 22, 1981 Agreement. (High Groundwater Mitigation)
- 3 Amount deducted under December 5, 1984 1st Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 4 Amount deducted under February 25, 1985 and August 21, 1985 Agreements. (High Groundwater Mitigation)
- 5 Amount deducted under January 21, 1986 letter to City of Riverside under December 22, 1981 Agreement. (High Groundwater Mitigation)
- 6 Amount deducted under May 20, 1987 2nd Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 7 Amount deducted under January 20, 1988 3rd Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 8 Amount deducted under April 3, 1991 4th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 9 Amount deducted under May 4, 1992 5th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 10 Amount deducted under June 16, 1993 6th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 11 Amount deducted under March 3, 1994 7th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 12 Amount deducted under March 15, 1995 8th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 13 Amount deducted under March 6, 1996 9th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 14 Amount deducted under February 19, 1997 10th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 15 Amount deducted under February 18, 1998 11th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 16 Amount deducted under January 19, 1999 13th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 17 Amount deducted under August 16, 2000 15th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 18 Amount deducted under February 7, 2001 17th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 19 Amount deducted under February 6, 2002 19th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 20 Amount deducted under August 18, 2004 21st Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation)
- 21 Amount deducted pursuant to Paragraph 5 of the August 18, 2004 Judgment Paragraph VI(b)6 agreement, see Table No. 17B-1, Footnotes 4, a, 8 and b and Table No. 17A, Footnotes 6 and c (Transfer of Imported Water)
- 22 Amount added pursuant to Paragraph 11 of the July 17, 2013 Judgment Paragraph VI(b)6 agreement, see Table No. 17B-1, Footnotes 5 and d and Table No. 17A, Footnotes 3 and e (Transfer of Imported Water)

ADJUSTED RIGHT OF
RIVERSIDE HIGHLAND WATER COMPANY
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA
(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Adjusted Right			For Use In San Bernardino Basin Area	For Use In Colton Basin Area and Riverside Basin Area in San Bernardino County	For Use In Areas Outside San Bernardino Valley		
	Safe Yield	New	Adjusted Right <i>3</i>	Adjusted Right <i>4</i>	Adjusted Right <i>4</i>	Safe Yield	New	Adjusted Right <i>3</i>
	Adjusted Right <i>1</i>	Conservation Allocation <i>2</i>				Adjusted Right <i>1</i>	Conservation Allocation <i>2</i>	
1971	4,399		4,399	0	2,509	1,890		1,890
1972	4,294		4,294	0	2,449	1,845		1,845
1973	4,294		4,294	0	2,449	1,845		1,845
1974	4,294		4,294	0	2,449	1,845		1,845
1975	4,294		4,294	0	2,449	1,845		1,845
1976	4,294		4,294	0	2,449	1,845		1,845
1977	4,294		4,294	0	2,449	1,845		1,845
1978	4,294		4,294	0	2,449	1,845		1,845
1979	4,294		4,294	0	2,449	1,845		1,845
1980	4,294		4,294	0	2,449	1,845		1,845
1981	4,294		4,294	0	2,449	1,845		1,845
1982	4,294		4,294	0	2,449	1,845		1,845
1983	4,294		4,294	0	2,449	1,845		1,845
1984	4,294		4,294	0	2,449	1,845		1,845
1985	4,294		4,294	0	2,449	1,845		1,845
1986	4,294		4,294	0	2,449	1,845		1,845
1987	4,294		4,294	0	2,449	1,845		1,845
1988	4,294		4,294	0	2,449	1,845		1,845
1989	4,294		4,294	0	2,449	1,845		1,845
1990	4,294		4,294	0	2,449	1,845		1,845
1991	4,294		4,294	0	2,449	1,845		1,845
1992	4,294		4,294	0	2,449	1,845		1,845
1993	4,294		4,294	0	2,449	1,845		1,845
1994	4,294		4,294	0	2,449	1,845		1,845
1995	4,294		4,294	0	2,449	1,845		1,845

ADJUSTED RIGHT OF
RIVERSIDE HIGHLAND WATER COMPANY
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA
(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Adjusted Right			For Use In San Bernardino Basin Area	For Use In Colton Basin Area and Riverside Basin Area in San Bernardino County	For Use In Areas Outside San Bernardino Valley		
	Safe Yield	New	Adjusted Right <i>3</i>	Adjusted Right <i>4</i>	Adjusted Right <i>4</i>	Safe Yield	New	Adjusted Right <i>3</i>
	Adjusted Right <i>1</i>	Conservation Allocation <i>2</i>				Adjusted Right <i>1</i>	Conservation Allocation <i>2</i>	
1996	4,294		4,294	0	2,449	1,845		1,845
1997	4,294		4,294	0	2,449	1,845		1,845
1998	4,294		4,294	0	2,449	1,845		1,845
1999	4,294		4,294	0	2,449	1,845		1,845
2000	4,294		4,294	0	2,449	1,845		1,845
2001	4,294		4,294	0	2,449	1,845		1,845
2002	4,294		4,294	0	2,449	1,845		1,845
2003	4,294		4,294	0	2,449	1,845		1,845
2004	4,294		4,294	0	2,449	1,845		1,845
2005	4,294		4,294	0	2,449	1,845		1,845
2006	4,294		4,294	0	2,449	1,845		1,845
2007	4,294		4,294	0	2,449	1,845		1,845
2008	4,294		4,294	0	2,449	1,845		1,845
2009	4,294		4,294	0	2,449	1,845		1,845
2010	4,294		4,294	0	2,449	1,845		1,845
2011	4,294		4,294	0	2,449	1,845		1,845
2012	4,294		4,294	0	2,449	1,845		1,845
2013	4,294	141	4,435	0	2,449	1,845	141	1,986
2014	4,294	141	4,435	0	2,449	1,845	141	1,986
2015	4,294	141	4,435	0	2,449	1,845	141	1,986
2016	4,294	141	4,435	0	2,449	1,845	141	1,986
2017	4,294	141	4,435	0	2,449	1,845	141	1,986
2018	4,294	141	4,435	0	2,449	1,845	141	1,986
2019	4,294	141	4,435	0	2,449	1,845	141	1,986
2020	4,294	141	4,435	0	2,449	1,845	141	1,986

ADJUSTED RIGHT OF
RIVERSIDE HIGHLAND WATER COMPANY
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA

- 1 Safe Yield Adjusted Right became effective on January 1, 1972; Base Right for Calendar Year 1971 is as shown in Table B-1 of the Judgment.*
- 2 New Conservation Allocation takes effect in the first year shown and continues until further adjusted by Watermaster.
Pursuant to Paragraph VI(b) of the Judgment, Watermaster has determined the Riverside Highland Water Company New Conservation Allocation to be 141 acre-feet per year starting in 2013.
The 2013 Paragraph VI(b)6 Agreement provides that Watermaster will periodically consider changing this number based on provisions of the Agreement.*
- 3 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation*
- 4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.*

**VERIFIED EXTRACTIONS BY
RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA**

(All Values in Acre-Feet)

San Bernardino Basin Area Extractions				Delivery for Use in San Bernardino Basin Area	Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Delivery for Use in Areas Outside San Bernardino Valley		
Calendar Year	Total Extractions	Additional Extractions	Extractions	Deliveries	Deliveries	Actual Deliveries	Additional Deliveries	Deliveries
1971	4,012		4,012	0	2,385	1,627		1,627
1972	4,532		4,532	0	2,229	2,303		2,303
1973	3,512		3,512	0	1,744	1,768		1,768
1974	4,888		4,888	0	1,979	2,909		2,909
1975	4,709		4,709	0	1,996	2,713		2,713
1976	4,520		4,520	0	2,051	2,469		2,469
1977	3,583		3,583	0	1,820	1,763		1,763
1978	1,350		1,350	0	1,051	299		299
1979	3,369		3,369	0	1,782	1,587		1,587
1980	3,677		3,677	0	2,060	1,617		1,617
1981	3,604		3,604	0	2,148	1,456		1,456
1982	2,795		2,795	0	1,776	1,019		1,019
1983	3,162		3,162	0	2,319	843		843
1984	4,759		4,759	0	2,671	2,088		2,088
1985	3,312		3,312	0	1,978	1,334		1,334
1986	4,744		4,744	0	2,128	2,616		2,616
1987	3,919		3,919	0	2,229	1,690		1,690
1988	4,775		4,775	0	2,229	2,546		2,546
1989	4,681		4,681	0	1,968	2,713		2,713
1990	4,092		4,092	0	2,313	1,779		1,779
1991	3,021		3,021	0	1,669	1,352		1,352
1992	4,052		4,052	0	2,275	1,777		1,777
1993	3,241		3,241	0	1,777	1,464		1,464
1994	4,324		4,324	0	2,201	2,123		2,123
1995	3,955		3,955	0	2,146	1,809		1,809

VERIFIED EXTRACTIONS BY
RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA

(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Extractions				Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino Basin Area		Delivery for Use in Areas Outside San Bernardino Valley			
	Total Extractions	Additional Extractions		Extractions	Deliveries	Deliveries	Actual Deliveries	Additional Deliveries		Deliveries
1996	5,051	463	1	4,588	0	2,756	2,295	463	1	1,832
1997	4,939	463	2	4,476	0	2,656	2,283	463	2	1,820
1998	3,250	463	3	2,787	0	1,961	1,289	463	3	826
1999	4,972	2,041	4	2,931	0	2,082	2,890	2,041	4	849
2000	3,423	567	5	2,856	0	2,811	612	567	5	45
2001	2,925	260	6	2,665	0	2,547	378	260	6	118
2002	4,309	1,910	7	2,399	0	2,271	2,038	1,910	7	128
2003	3,881	3	7	3,878	0	2,036	1,845	3	7	1,842
2004	1,754	0		1,754	0	1,304	450	0		450
2005	2,135			2,135	0	441	1,694			1,694
2006	2,928			2,928	0	1,198	1,730			1,730
2007	3,633			3,633	0	1,772	1,861			1,861
2008	2,730			2,730	0	2,054	676			676
2009	1,648			1,648	0	1,073	575			575
2010	1,136			1,136	0	629	507			507
2011	1,655			1,655	0	1,477	178			178
2012	2,135			2,135	0	1,914	221			221
2013	2,873			2,873	0	2,018	855			855
2014	2,076			2,076	0	1,469	607			607
2015	3,400			3,400	0	1,300	2,100			2,100
2016	3,040			3,040	0	1,111	1,929			1,929
2017	1,903			1,903	0	1,221	682			682
2018	2,641			2,641	0	1,759	882			882
2019	2,939			2,939	0	1,980	958			958
2020										

VERIFIED EXTRACTIONS BY
RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA

Note: See Report of Watermaster, Volume 1A, Table No. 3.

1 Amount deducted under March 6, 1996 9th Amendment to December 22, 1981 Judgment Paragraph VI(b)6 Agreement (hereinafter "December 22, 1981 Agreement"). (High Groundwater Mitigation,

2 Amount deducted under February 19, 1997 10th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation,

3 Amount deducted under February 18, 1998 11th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation,

4 Amount deducted under January 19, 1999 13th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation,

5 Amount deducted under August 16, 2000 15th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation,

6 Amount deducted under February 7, 2001 17th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation,

7 Amount deducted under February 6, 2002 19th Amendment to December 22, 1981 Agreement. (High Groundwater Mitigation,

ADJUSTED RIGHT OF
 AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
 TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
 FOR USE IN EACH SERVICE AREA
 (All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Adjusted Right			For Use In San Bernardino Basin Area	For Use In Colton Basin Area and Riverside Basin Area in San Bernardino County	For Use In Areas Outside San Bernardino Valley		
	Safe Yield Adjusted Right <i>1</i>	New Conservation Allocation <i>2</i>	Adjusted Right <i>3</i>	Adjusted Right <i>4</i>	Adjusted Right <i>4</i>	Safe Yield Adjusted Right <i>1</i>	New Conservation Allocation <i>2</i>	Adjusted Right <i>3</i>
1971	8,026		8,026	0	325	7,700		7,700
1972	7,833		7,833	0	318	7,515		7,515
1973	7,833		7,833	0	318	7,515		7,515
1974	7,833		7,833	0	318	7,515		7,515
1975	7,833		7,833	0	318	7,515		7,515
1976	7,833		7,833	0	318	7,515		7,515
1977	7,833		7,833	0	318	7,515		7,515
1978	7,833		7,833	0	318	7,515		7,515
1979	7,833		7,833	0	318	7,515		7,515
1980	7,833		7,833	0	318	7,515		7,515
1981	7,833		7,833	0	318	7,515		7,515
1982	7,833		7,833	0	318	7,515		7,515
1983	7,833		7,833	0	318	7,515		7,515
1984	7,833		7,833	0	318	7,515		7,515
1985	7,833		7,833	0	318	7,515		7,515
1986	7,833		7,833	0	318	7,515		7,515
1987	7,833		7,833	0	318	7,515		7,515
1988	7,833		7,833	0	318	7,515		7,515
1989	7,833		7,833	0	318	7,515		7,515
1990	7,833		7,833	0	318	7,515		7,515
1991	7,833		7,833	0	318	7,515		7,515
1992	7,833		7,833	0	318	7,515		7,515
1993	7,833		7,833	0	318	7,515		7,515
1994	7,833		7,833	0	318	7,515		7,515
1995	7,833		7,833	0	318	7,515		7,515

ADJUSTED RIGHT OF
AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA
(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Adjusted Right			For Use In San Bernardino Basin Area	For Use In Colton Basin Area and Riverside Basin Area in San Bernardino County	For Use In Areas Outside San Bernardino Valley		
	Safe Yield	New	Adjusted Right 3	Adjusted Right 4	Adjusted Right 4	Safe Yield	New	Adjusted Right 3
	Adjusted Right 1	Conservation Allocation 2				Adjusted Right 1	Conservation Allocation 2	
1996	7,833		7,833	0	318	7,515		7,515
1997	7,833		7,833	0	318	7,515		7,515
1998	7,833		7,833	0	318	7,515		7,515
1999	7,833		7,833	0	318	7,515		7,515
2000	7,833		7,833	0	318	7,515		7,515
2001	7,833		7,833	0	318	7,515		7,515
2002	7,833		7,833	0	318	7,515		7,515
2003	7,833		7,833	0	318	7,515		7,515
2004	7,833		7,833	0	318	7,515		7,515
2005	7,833		7,833	0	318	7,515		7,515
2006	7,833		7,833	0	318	7,515		7,515
2007	7,833		7,833	0	318	7,515		7,515
2008	7,833		7,833	0	318	7,515		7,515
2009	7,833		7,833	0	318	7,515		7,515
2010	7,833		7,833	0	318	7,515		7,515
2011	7,833		7,833	0	318	7,515		7,515
2012	7,833		7,833	0	318	7,515		7,515
2013	7,833	258	8,091	0	318	7,515	258	7,773
2014	7,833	258	8,091	0	318	7,515	258	7,773
2015	7,833	258	8,091	0	318	7,515	258	7,773
2016	7,833	258	8,091	0	318	7,515	258	7,773
2017	7,833	258	8,091	0	318	7,515	258	7,773
2018	7,833	258	8,091	0	318	7,515	258	7,773
2019	7,833	258	8,091	0	318	7,515	258	7,773
2020	7,833	258	8,091	0	318	7,515	258	7,773

ADJUSTED RIGHT OF
AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA

1 Safe Yield Adjusted Right became effective on January 1, 1972; Base Right for Calendar Year 1971 is as shown in Table B-1 of the Judgment.

2 New Conservation Allocation takes effect in the first year shown and continues until further adjusted by Watermaster Pursuant to Paragraph VI(b) of the Judgment, Watermaster has determined the Agua Mansa Water Company and Meeks & Daley Water Company New Conservation Allocation to be 258 acre-feet per year starting in 2013.

The 2013 Paragraph VI(b)6 Agreement provides that Watermaster will periodically consider changing this number based on provisions of the Agreement.

3 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation

4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.

VERIFIED EXTRACTIONS BY
AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Extractions			Delivery for Use in San Bernardino Basin Area	Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Delivery for Use in Areas Outside San Bernardino Valley		
	Total Extractions	Additional Extractions	Extractions	Deliveries	Deliveries	Actual Deliveries	Additional Deliveries	Deliveries
1971	2,902		2,902	0	383	2,519		2,519
1972	3,527		3,527	0	377	3,150		3,150
1973	2,979		2,979	0	250	2,729		2,729
1974	4,504		4,504	0	246	4,258		4,258
1975	3,950		3,950	0	168	3,782		3,782
1976	5,393		5,393	0	187	5,206		5,206
1977	4,220		4,220	0	146	4,074		4,074
1978	2,254		2,254	0	161	2,093		2,093
1979	3,930		3,930	0	166	3,764		3,764
1980	2,333		2,333	0	323	2,010		2,010
1981	3,092		3,092	0	358	2,734		2,734
1982	3,716		3,716	0	169	3,547		3,547
1983	2,651		2,651	0	245	2,406		2,406
1984	5,166		5,166	0	234	4,932		4,932
1985	5,384		5,384	0	209	5,175		5,175
1986	5,570		5,570	0	212	5,358		5,358
1987	4,914		4,914	0	192	4,722		4,722
1988	4,966		4,966	0	233	4,733		4,733
1989	5,392		5,392	0	240	5,152		5,152
1990	3,851		3,851	0	83	3,768		3,768
1991	4,426		4,426	0	190	4,236		4,236
1992	4,100		4,100	0	118	3,982		3,982
1993	5,013		5,013	0	276	4,737		4,737
1994	4,525		4,525	0	227	4,298		4,298
1995	3,560		3,560	0	145	3,415		3,415

VERIFIED EXTRACTIONS BY
 AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
 FROM THE SAN BERNARDINO BASIN AREA
 FOR DELIVERY TO EACH SERVICE AREA
 (All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Extractions			Delivery for Use in San Bernardino Basin Area	Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Delivery for Use in Areas Outside San Bernardino Valley		
	Total Extractions	Additional Extractions	Extractions	Deliveries	Deliveries	Actual Deliveries	Additional Deliveries	Deliveries
1996	3,912		3,912	0	194	3,718		3,718
1997	4,165		4,165	0	137	4,028		4,028
1998	3,828		3,828	0	210	3,618		3,618
1999	6,289		6,289	0	90	6,199		6,199
2000	3,832		3,832	0	352	3,480		3,480
2001	3,671		3,671	0	192	3,479		3,479
2002	5,800		5,800	0	202	5,598		5,598
2003	7,440		7,440	0	49	7,391		7,391
2004	3,782		3,782	0	19	3,763		3,763
2005	5,891		5,891	0	4	5,887		5,887
2006	7,515		7,515	0	0	7,515		7,515
2007	7,591		7,591	0	0	7,591		7,591
2008	4,832		4,832	0	0	4,832		4,832
2009	6,345		6,345	0	0	6,345		6,345
2010	6,738		6,738	0	0	6,738		6,738
2011	7,127		7,127	0	0	7,127		7,127
2012	7,117		7,117	0	0	7,117		7,117
2013	7,732		7,732	0	0	7,732		7,732
2014	7,103		7,103	0	0	7,103		7,103
2015	7,351		7,351	0	0	7,351		7,351
2016	7,220		7,220	0	0	7,220		7,220
2017	7,218		7,218	0	0	7,218		7,218
2018	7,217		7,217	0	0	7,217		7,217
2019	7,444		7,444	0	0	7,444		7,444
2020								

VERIFIED EXTRACTIONS BY
AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA

Note: See Report of Watermaster, Volume 1A, Table No. 3.

ADJUSTED RIGHT OF
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA
(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Adjusted Right			For Use In San Bernardino Basin Area	For Use In Colton Basin Area and Riverside Basin Area in San Bernardino County	For Use In Areas Outside San Bernardino Valley		
	Safe Yield	New	Adjusted Right 3	Adjusted Right 4	Adjusted Right 4	Safe Yield	New	Adjusted Right 3
	Adjusted Right 1	Conservation Allocation 2				Adjusted Right 1	Conservation Allocation 2	
1971	581		581	0	0	581		581
1972	536		536	0	0	536		536
1973	536		536	0	0	536		536
1974	536		536	0	0	536		536
1975	536		536	0	0	536		536
1976	536		536	0	0	536		536
1977	536		536	0	0	536		536
1978	536		536	0	0	536		536
1979	536		536	0	0	536		536
1980	536		536	0	0	536		536
1981	536		536	0	0	536		536
1982	536		536	0	0	536		536
1983	536		536	0	0	536		536
1984	536		536	0	0	536		536
1985	536		536	0	0	536		536
1986	536		536	0	0	536		536
1987	536		536	0	0	536		536
1988	536		536	0	0	536		536
1989	536		536	0	0	536		536
1990	536		536	0	0	536		536
1991	536		536	0	0	536		536
1992	536		536	0	0	536		536
1993	536		536	0	0	536		536
1994	536		536	0	0	536		536
1995	536		536	0	0	536		536

ADJUSTED RIGHT OF
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA
(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Adjusted Right			For Use In San Bernardino Basin Area	For Use In Colton Basin Area and Riverside Basin Area in San Bernardino County	For Use In Areas Outside San Bernardino Valley		
	Safe Yield	New	Adjusted Right 3	Adjusted Right 4	Adjusted Right 4	Safe Yield	New	Adjusted Right 3
	Adjusted Right 1	Conservation Allocation 2				Adjusted Right 1	Conservation Allocation 2	
1996	536		536	0	0	536		536
1997	536		536	0	0	536		536
1998	536		536	0	0	536		536
1999	536		536	0	0	536		536
2000	536		536	0	0	536		536
2001	536		536	0	0	536		536
2002	536		536	0	0	536		536
2003	536		536	0	0	536		536
2004	536		536	0	0	536		536
2005	536		536	0	0	536		536
2006	536		536	0	0	536		536
2007	536		536	0	0	536		536
2008	536		536	0	0	536		536
2009	536		536	0	0	536		536
2010	536		536	0	0	536		536
2011	536		536	0	0	536		536
2012	536		536	0	0	536		536
2013	536	18	554	0	0	536	18	554
2014	536	18	554	0	0	536	18	554
2015	536	18	554	0	0	536	18	554
2016	536	18	554	0	0	536	18	554
2017	536	18	554	0	0	536	18	554
2018	536	18	554	0	0	536	18	554
2019	536	18	554	0	0	536	18	554
2020	536	18	554	0	0	536	18	554

ADJUSTED RIGHT OF
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
TO EXTRACT FROM THE SAN BERNARDINO BASIN AREA
FOR USE IN EACH SERVICE AREA

- 1 Safe Yield Adjusted Right became effective on January 1, 1972; Base Right for Calendar Year 1971 is as shown in Table B-1 of the Judgment.*
- 2 New Conservation Allocation takes effect in the first year shown and continues until further adjusted by Watermaster.
Pursuant to Paragraph VI(b) of the Judgment, Watermaster has determined The Regents of the University of California New Conservation Allocation to be 18 acre-feet per year starting in 2013.
The 2013 Paragraph VI(b)6 Agreement provides that Watermaster will periodically consider changing this number based on provisions of the Agreement.*
- 3 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation*
- 4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.*

VERIFIED EXTRACTIONS BY
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Extractions			Delivery for Use in San Bernardino Basin Area	Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Delivery for Use in Areas Outside San Bernardino Valley		
	Total Extractions	Additional Extractions	Extractions	Deliveries	Deliveries	Actual Deliveries	Additional Deliveries	Deliveries
1971	219		219	0	0	219		219
1972	239		239	0	0	239		239
1973	239		239	0	0	239		239
1974	267		267	0	0	267		267
1975	179		179	0	0	179		179
1976	245		245	0	0	245		245
1977	87		87	0	0	87		87
1978	183		183	0	0	183		183
1979	83		83	0	0	83		83
1980	7		7	0	0	7		7
1981	143		143	0	0	143		143
1982	48		48	0	0	48		48
1983	0		0	0	0	0		0
1984	0		0	0	0	0		0
1985	0		0	0	0	0		0
1986	48		48	0	0	48		48
1987	195		195	0	0	195		195
1988	179		179	0	0	179		179
1989	62		62	0	0	62		62
1990	95		95	0	0	95		95
1991	23		23	0	0	23		23
1992	32		32	0	0	32		32
1993	536		536	0	0	536		536
1994	593		593	0	0	593		593
1995	588		588	0	0	588		588

VERIFIED EXTRACTIONS BY
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(All Values in Acre-Feet)

Calendar Year	San Bernardino Basin Area Extractions			Delivery for Use in San Bernardino Basin Area	Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Delivery for Use in Areas Outside San Bernardino Valley			
	Total Extractions	Additional Extractions	Extractions			Actual Deliveries	Additional Deliveries	Deliveries	Deliveries
1996	445		445	0	0	445			445
1997	505	58 <i>1</i>	447	0	0	505	58 <i>1</i>		447
1998	590	54 <i>2</i>	536	0	0	590	54 <i>2</i>		536
1999	586	50 <i>3</i>	536	0	0	586	50 <i>3</i>		536
2000	624	88 <i>4</i>	536	0	0	624	88 <i>4</i>		536
2001	617	81 <i>5</i>	536	0	0	617	81 <i>5</i>		536
2002	618	82 <i>6</i>	536	0	0	618	82 <i>6</i>		536
2003	536		536	0	0	536			536
2004	618	82 <i>7</i>	536	0	0	618	82 <i>7</i>		536
2005	536		536	0	0	536			536
2006	536		536	0	0	536			536
2007	536		536	0	0	536			536
2008	536		536	0	0	536			536
2009	536		536	0	0	536			536
2010	536		536	0	0	536			536
2011	536		536	0	0	536			536
2012	536		536	0	0	536			536
2013	536		536	0	0	536			536
2014	536		536	0	0	536			536
2015	554		554	0	0	554			554
2016	554		554	0	0	554			554
2017	554		554	0	0	554			554
2018	554		554	0	0	554			554
2019	554		554	0	0	554			554
2020									

VERIFIED EXTRACTIONS BY
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA

Note: See Report of Watermaster, Volume 1A, Table No. 3.

- 1 Extracted or exported under February 19, 1997 10th Amendment to December 22, 1981 agreements. (High Groundwater Mitigation)*
- 2 Extracted or exported under February 18, 1998 11th Amendment to December 22, 1981 agreements. (High Groundwater Mitigation)*
- 3 Extracted or exported under January 19, 1999 13th Amendment to December 22, 1981 agreements. (High Groundwater Mitigation)*
- 4 Extracted or exported under August 16, 2000 15th Amendment to December 22, 1981 agreements. (High Groundwater Mitigation)*
- 5 Extracted or exported under February 7, 2001 17th Amendment to December 22, 1981 agreements. (High Groundwater Mitigation)*
- 6 Extracted or exported under February 6, 2002 19th Amendment to December 22, 1981 agreements. (High Groundwater Mitigation)*
- 7 Extracted or exported under August 18, 2004 21st Amendment to December 22, 1981 agreements. (High Groundwater Mitigation)*

CHAPTER IV

NATURAL SAFE YIELD OF THE SAN BERNARDINO BASIN AREA AND ADJUSTED RIGHTS OF PLAINTIFF EXPORTERS

CHAPTER IV

NATURAL SAFE YIELD OF THE SAN BERNARDINO BASIN AREA AND ADJUSTED RIGHTS OF PLAINTIFF EXPORTERS

The Watermaster has determined the natural safe yield of the water supply accruing to the San Bernardino Basin Area at 232,100 acre-feet per annum from which the Adjusted Rights of Plaintiff exporters were also determined. Such determination of safe yield and Adjusted Rights of Plaintiff exporters was set forth in detail in 1972 in Report of Watermaster, Volume 9, titled *Determination of Natural Safe Yield of the San Bernardino Basin Area and Adjusted Rights of Plaintiff Exporters*.

The Adjusted Rights of Plaintiff extractions from the San Bernardino Basin Area, classified according to service areas and based on the natural safe yield of 232,100 acre-feet per annum have been summarized on the following table.

PLAINTIFF ADJUSTED RIGHTS CLASSIFIED ACCORDING TO SERVICE AREA ¹ (All Values in Acre-Feet)				
Plaintiffs	Total Extractions in San Bernardino Basin Area	Delivery to San Bernardino Basin Area	Delivery to Colton Basin and Riverside Basin Area in San Bernardino County	Delivery to Areas Outside San Bernardino Valley
City of Riverside	52,199 ²	1,427	1,230	49,542 ²
Riverside Highland Water Company	4,294	0	2,449	1,845
Agua Mansa Water Company and Meeks & Daley Water Company	7,833	0	318	7,515
Regents of The University of California	536 ²	0	0	536 ²
TOTAL	64,862	1,427	3,997	59,438

¹ Effective January 1, 1972. Therefore, the 1971 rights for both Plaintiffs and other than Plaintiffs are equal to the five-year base period average.

² The Adjusted Rights allocated to the City of Riverside and The Regents of The University of California were established at 52,169 and 566 acre-feet per annum respectively. On the basis of an amended recordation filing for the 1959-63 Base Period, the adjusted right for The Regents of The University of California was reduced to 536 acre-feet, and the City of Riverside adjusted right was increased to 52,199 acre-feet.

Paragraph VI(b)1(b) of the Judgment provides that the safe yield Adjusted Rights of Plaintiffs shown in the table above can be further adjusted to reflect new conservation. New conservation is defined in Judgment Paragraph IV(i) as, “Any increase in replenishment from natural precipitation which results from operation of works and facilities not now in existence [during the determination of safe yield] ...”. The construction of Seven Oaks Dam has resulted in new conservation.

Commencing in 2013, Adjusted Rights of Plaintiffs have been increased based on calculations of the long term average increase in yield resulting from operation of Seven Oaks Reservoir. The amounts of such increase are shown as the New Conservation Allocation on Table Nos. 3A-1 through 3D-1. Therefore, commencing in 2013 the Adjusted Rights for Plaintiffs shown on Table Nos. 3A-1 through 3D-1 are the sum of the Safe Yield Adjusted Right (shown in the table above) and the New Conservation Allocation.

The Adjusted Right of other than Plaintiffs was also based on the natural safe yield of the San Bernardino Basin Area and was determined in 1972 to be 167,238 acre-feet. The Safe Yield Adjusted Right of users other than Plaintiffs of 167,238 acre-feet has also been further adjusted pursuant to Judgment Paragraph VI(c) to reflect the New Conservation Allocation. Therefore, commencing in 2013 the Adjusted Right of users other than Plaintiffs is shown on Table No. 2, page 1, as the sum of the Safe Yield Adjusted Right and the New Conservation Allocation.

The Judgment provides for continuing jurisdiction of the Court in the following matters:

- 1) The hydrologic condition of any one or all of the separate basins described in this Judgment in order to determine from time to time the safe yield of the San Bernardino Basin Area, and

- 2) The adjusted rights of the Plaintiffs as required to comply with the provisions hereof with respect to changes in the natural safe yield of the San Bernardino Basin Area. If such changes occur, the Court shall adjudge that the Adjusted Rights and replenishment obligations of each Party shall be changed proportionately to the base rights.

In order to provide a basis for future re-determinations of safe yield, the Watermaster maintains a continuing program of collecting and analyzing current hydrologic data pertinent to the annual water supply to, and utilization of water from, the San Bernardino Basin Area.

Such data will be summarized and reported from time to time in subsequent supplemental reports of the Watermaster.

CHAPTER V

EXTRACTIONS FROM THE COLTON BASIN AREA AND RIVERSIDE BASIN AREA WITHIN SAN BERNARDINO COUNTY

CHAPTER V

EXTRACTIONS FROM THE COLTON BASIN AREA AND RIVERSIDE BASIN AREA WITHIN SAN BERNARDINO COUNTY

For Use Outside San Bernardino Valley

The extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County for use in Riverside County during the 2019 calendar year have been verified by the Watermaster as 462 acre-feet and 8,855 acre-feet, respectively. The individual work sheets for these determinations are included in Report of Watermaster, Volume 2-2019 titled *Verified Extractions From the Colton Basin Area* in Table No. 4, Volume 3-2019 titled *Verified Extractions From Riverside Basin Area Within San Bernardino County* in Table No. 4, and Volume 5-2019 titled *Distribution of Extractions From the San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area for Use Outside San Bernardino Valley* in Table No. 18.

For Use Within San Bernardino Valley

Provided minimum groundwater surface elevations within the Colton Basin Area and that portion of Riverside Basin Area within San Bernardino County are maintained by San Bernardino Valley, extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County for use within San Bernardino Valley are not limited and therefore verification of such amounts are not specifically required by the Judgment. However, proper allocation of the total extractions from these areas for use in areas outside San Bernardino Valley necessitates the verification of these extractions. The individual work sheets for the 2019 verification and distribution of extractions are also included in Report of Watermaster, Volumes 2-2019, 3-2019 and 5-2019.

The extractions from the Colton Basin Area and the Riverside Basin Area in San Bernardino County for calendar years 1971 through 2019 are summarized in Table Nos. 4 and 5 following.

TABLE NO. 4
 VERIFIED EXTRACTIONS FROM COLTON BASIN AREA
 BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
 FOR USE IN EACH COUNTY
 ANNUAL TOTALS
 (All Values in Acre-Feet)

Calendar Year	Net Total from Basin	Extracted by Riverside County Entities				Total	Used in San Bernardino County	Used in Riverside County	Base Right for Use in Riverside County	1
		Net Extracted by San Bernardino County Entities								
Five-Year Base Period 1959-63 Avg.	11,731	2	8,235	2	3,496		115	3,381		3,381
1971	11,388	2	8,363	2	3,025		248	2,777		3,381
1972	10,414		7,532		2,882		271	2,611		3,381
1973	7,844		6,982		862		247	615		3,381
1974	8,906		7,169		1,737		273	1,464		3,381
1975	11,083		6,821		4,262		389	3,873		3,381
1976	11,558	2	8,605	2	2,953		265	2,688	2	3,381
1977	8,777		6,061		2,716		447	2,269		3,381
1978	7,663		6,430		1,233		338	895		3,381
1979	7,194		5,224		1,970		288	1,682		3,381
1980	5,681	2	5,605	2	76	2	0	76	2	3,381
1981	6,348		6,175		173		0	173		3,381
1982	6,499		5,450		1,049		68	981		3,381
1983	4,735	2	4,603	2	132		37	95		3,381
1984	8,987		7,441		1,546		205	1,341	2	3,381
1985	10,149		7,142		3,007		764	2,243	2	3,381
1986	10,035		7,651		2,384		806	1,578	2	3,381
1987	13,175		11,054		2,121		565	1,556	2	3,381
1988	13,552		11,453		2,099		392	1,707		3,381
1989	14,103	2	11,799	2	2,304		299	2,005		3,381
1990	17,571	2	15,551	2	2,020		368	1,652		3,381
1991	14,323		12,282		2,041		206	1,835		3,381
1992	16,750		15,068		1,682		227	1,455		3,381
1993	14,977		14,581		396		0	396		3,381
1994	15,813	2	14,652	2	1,161		95	1,066		3,381
1995	17,308	2	16,693	2	615		126	489		3,381
1996	17,040	2	16,385	2	655		78	577		3,381
1997	14,498	2	13,276	2	1,222		81	1,141		3,381
1998	10,972	2	10,689	2	283		32	251		3,381
1999	12,564	2	11,430	2	1,134		222	912		3,381
2000	13,123	2	12,837	2	286	2	73	213	2	3,381

TABLE NO. 4
 VERIFIED EXTRACTIONS FROM COLTON BASIN AREA
 BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
 FOR USE IN EACH COUNTY
 ANNUAL TOTALS
 (All Values in Acre-Feet)

Calendar Year	Net Total from Basin	Extracted by Riverside County Entities				Total	Used in San Bernardino County		Used in Riverside County		Base Right for Use in Riverside County	1
		Net Extracted by San Bernardino County Entities										
Five-Year Base Period 1959-63 Avg.	11,731	2	8,235	2	3,496		115		3,381		3,381	
2001	16,389	2	16,056	2	333		168	2	165	2	3,381	
2002	19,161	2	17,766	2	1,395		116	2	1,279	2	3,381	
2003	25,656	2	24,576	2	1,080		18	2	1,062	2	3,381	
2004	24,346	2	24,167	2	179		7	2	172	2	3,381	
2005	18,814	2	18,727	2	87		3	2	84	2	3,381	
2006	17,566	2	17,154	2	412		0		412		3,381	
2007	20,988	2	20,246	2	742		0		742		3,381	
2008	20,658	2	19,719	2	939		0		939		3,381	
2009	23,536		23,158		378		0		378		3,381	
2010	24,455		24,378		77		0		77		3,381	
2011	20,573		20,400		173		0		173		3,381	
2012	20,136	2	20,075		61		0		61		3,381	
2013	20,983	2	20,919		64		0		64		3,381	
2014	18,518		18,458		60		0		60		3,381	
2015	13,888		12,634		1,254		0		1,254		3,381	
2016	13,202	2, 3	12,061	2, 3	1,141		0		1,141		3,381	
2017	14,860	3	13,931	3	929		0		929		3,381	
2018	14,842	3	13,293	3	1,549		0		1,549		3,381	
2019	12,252		11,790		462		0		462		3,381	
2020												

Note: See Report of Watermaster, Volume 2, Tables 4 & 5; and Volume 5, Table 14.

1 Extractions for use in Riverside County are limited to the verified extractions for the five-year Base Period 1959-63.

2 Amount corrected during a subsequent year verification of extractions.

3 Totals reduced by West Valley Water District recharge.

TABLE NO. 4
 VERIFIED EXTRACTIONS FROM COLTON BASIN AREA
 BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
 FOR USE IN EACH COUNTY
 FIVE-YEAR TOTALS
 (All Values in Acre-Feet)

Five-Year Period	Net Total from Basin	Net Extracted by San Bernardino County Entities	Extracted by Riverside County Entities				Base Right for Use in Riverside County	1
			Total	Used in San Bernardino County	Used in Riverside County			
Five-Year Base Period								
1959-63	58,655	41,175	17,480	575	16,905		16,905	
1971-75	49,635	36,867	12,768	1,428	11,340		16,905	
1972-76	49,805	37,109	12,696	1,445	11,251		16,905	
1973-77	48,168	35,638	12,530	1,621	10,909		16,905	
1974-78	47,987	35,086	12,901	1,712	11,189		16,905	
1975-79	46,275	33,141	13,134	1,727	11,407		16,905	
1976-80	40,873	31,925	8,948	1,338	7,610		16,905	
1977-81	35,663	29,495	6,168	1,073	5,095		16,905	
1978-82	33,385	28,884	4,501	694	3,807		16,905	
1979-83	30,457	27,057	3,400	393	3,007		16,905	
1980-84	32,250	29,274	2,976	310	2,666		16,905	
1981-85	36,718	30,811	5,907	1,074	4,833		16,905	
1982-86	40,405	32,287	8,118	1,880	6,238		16,905	
1983-87	47,081	37,891	9,190	2,377	6,813		16,905	
1984-88	55,898	44,741	11,157	2,732	8,425		16,905	
1985-89	61,014	49,099	11,915	2,826	9,089		16,905	
1986-90	68,436	57,508	10,928	2,430	8,498		16,905	
1987-91	72,724	62,139	10,585	1,830	8,755		16,905	
1988-92	76,299	66,153	10,146	1,492	8,654		16,905	
1989-93	77,724	69,281	8,443	1,100	7,343		16,905	
1990-94	79,434	72,134	7,300	896	6,404		16,905	
1991-95	79,171	73,276	5,895	654	5,241		16,905	
1992-96	81,888	77,379	4,509	526	3,983		16,905	
1993-97	79,636	75,587	4,049	380	3,669		16,905	
1994-98	75,631	71,695	3,936	412	3,524		16,905	
1995-99	72,382	68,473	3,909	539	3,370		16,905	

TABLE NO. 4
 VERIFIED EXTRACTIONS FROM COLTON BASIN AREA
 BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
 FOR USE IN EACH COUNTY
 FIVE-YEAR TOTALS
 (All Values in Acre-Feet)

Five-Year Period	Net Total from Basin	Net Extracted by San Bernardino County Entities	Extracted by Riverside County Entities				Base Right for Use in Riverside County	1
			Total	Used in San Bernardino County	Used in Riverside County			
Five-Year Base Period								
1959-63	58,655	41,175	17,480	575	16,905		16,905	
1996-00	68,197	64,617	3,580	486	3,094		16,905	
1997-01	67,546	64,288	3,258	576	2,682		16,905	
1998-02	72,209	68,778	3,431	611	2,820		16,905	
1999-03	86,893	82,665	4,228	597	3,631		16,905	
2000-04	98,675	95,402	3,273	382	2,891		16,905	
2001-05	104,366	101,292	3,074	312	2,762		16,905	
2002-06	105,543	102,390	3,153	144	3,009		16,905	
2003-07	107,370	104,870	2,500	28	2,472		16,905	
2004-08	102,372	100,013	2,359	10	2,349		16,905	
2005-09	101,562	99,004	2,558	3	2,555		16,905	
2006-10	107,203	104,655	2,548	0	2,548		16,905	
2007-11	110,210	107,901	2,309	0	2,309		16,905	
2008-12	109,358	107,730	1,628	0	1,628		16,905	
2009-13	109,683	108,930	753	0	753		16,905	
2010-14	104,665	104,230	435	0	435		16,905	
2011-15	94,098	92,486	1,612	0	1,612		16,905	
2012-16	86,727	84,147	2,580	0	2,580		16,905	
2013-17	81,451	78,003	3,448	0	3,448		16,905	
2014-18	75,310	70,377	4,933	0	4,933		16,905	
2015-19	69,044	63,709	5,335	0	5,335		16,905	
2016-20								

1 Extractions for use in Riverside County are limited to the verified extractions for the five-year Base Period 1959-63
 Note: Five-year totals corrected to reflect any corrections on Table 4, Page 1a of 2 and Page 1b of 2.

TABLE NO. 5
 VERIFIED EXTRACTIONS FROM RIVERSIDE BASIN AREA
 WITHIN SAN BERNARDINO COUNTY
 BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
 FOR USE IN EACH COUNTY
 ANNUAL TOTALS
 (All Values in Acre-feet)

Calendar Year	Total from Basin	Extracted by San Bernardino County Entities	Extracted by Riverside County Entities							Base Right for Use in Riverside County	1
			Total	Used in San Bernardino County	Used in Riverside County						
Five-Year Base Period 1959-63 Avg.	33,729	9,609	24,120	3,035	21,085					21,085	
1971	29,070	8,748	20,322	2,214	18,108					21,085	
1972	28,148	7,963	20,185	1,597	18,588					21,085	
1973	21,809	6,490	15,319	1,333	13,986					21,085	
1974	21,881	6,899	14,982	1,399	13,583					21,085	
1975	22,701	6,513	16,188	1,225	14,963					21,085	
1976	24,705	6,898	17,807	1,666	16,141					21,085	
1977	23,506	7,089	16,417	1,985	14,432					21,085	
1978	17,216	6,261	10,955	1,900	9,055					21,085	
1979	20,024	7,062	12,962	2,370	10,592					21,085	
1980	18,533	5,940	12,593	3,410	9,183					21,085	
1981	23,611	6,811	16,800	3,733	13,067					21,085	
1982	17,349	2	5,402	2	11,947	2	3,483	2	8,464	2	21,085
1983	11,904	2	5,204	2	6,700	2	2,925	2	3,775		21,085
1984	17,161		5,648		11,513		1,953		9,560		21,085
1985	19,392	2	6,048	2	13,344		2,143		11,201		21,085
1986	17,337		7,401	2	9,936	2	1,245		8,691	2	21,085
1987	15,803	2	7,374	2	8,429		717		7,712		21,085
1988	16,933	2	7,237	2	9,696	2	773		8,923	2	21,085
1989	25,557		7,781		17,776		1,619		16,157		21,085
1990	26,371		7,872		18,499		2,628		15,871		21,085
1991	28,011		6,472		21,539		2,984		18,555		21,085
1992	21,959	2	5,652	2	16,307		1,579		14,728		21,085
1993	21,866		5,426		16,440		1,735		14,705		21,085
1994	19,661		5,709		13,952		1,746		12,206		21,085
1995	23,865	2	6,223	2	17,642		1,696		15,946		21,085
1996	26,698	2	11,986	2	14,712		1,308	2	13,404	2	21,085
1997	30,284	2	17,887	2	12,397	2	1,358	2	11,039	2	21,085
1998	33,116		22,112		11,004	2	1,330	2	9,674	2	21,085
1999	35,482	3	21,899	3	13,583	2	1,867	2	11,716	2	21,085
2000	36,124	3,4	23,634	2-4	12,490	2	1,121	2	11,369	2	21,085

TABLE NO. 5
 VERIFIED EXTRACTIONS FROM RIVERSIDE BASIN AREA
 WITHIN SAN BERNARDINO COUNTY
 BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
 FOR USE IN EACH COUNTY
 ANNUAL TOTALS
 (All Values in Acre-feet)

Calendar Year	Total from Basin	Extracted by San Bernardino County Entities		Extracted by Riverside County Entities							
				Total	Used in San Bernardino County		Used in Riverside County		Base Right for Use in Riverside County	1	
Five-Year Base Period 1959-63 Avg.	33,729		9,609		24,120		3,035		21,085		21,085
2001	31,423	2,4	21,071	2,3	10,352	2	1,243	2	9,109	2	21,085
2002	28,042	3,4	13,926	3	14,116		2,441		11,675		21,085
2003	27,648	3,4	16,713	3	10,935		1,699	2	9,236	2	21,085
2004	24,779	3,4	15,558	3	9,221		2,499		6,722		21,085
2005	29,447	3,4	18,177	3	11,270		2,013		9,257		21,085
2006	30,045	2,3	16,037	2,3	14,008		1,162		12,846		21,085
2007	27,491	3	16,963	3	10,528		1,925		8,603		21,085
2008	30,678		16,097	2	14,581	2	1,447		13,134	2	21,085
2009	34,180		15,034	2	19,146	2	2,354		16,792	2	21,085
2010	29,125		13,783	2	15,342	2	2,657		12,685	2	21,085
2011	29,590		14,104		15,486		2,205		13,281	2	21,085
2012	29,137		11,458		17,679		2,062		15,617	2	21,085
2013	23,953		9,487		14,466		1,862		12,604	2	21,085
2014	20,550		9,398		11,152		1,912		9,240		21,085
2015	16,997		8,721		8,276		1,326	2	6,950		21,085
2016	20,426		9,639		10,787		1,065	2	9,722		21,085
2017	21,499		9,172		12,327		1,720	2	10,607		21,085
2018	20,720		8,840		11,880		1,716	2	10,164	2	21,085
2019	17,428		7,716		9,712		857		8,855		21,085
2020											

Note: See Report of Watermaster, Volume 3, Tables 4 & 5; and Volume 5, Table 16.

1 Extractions for use in Riverside County are limited to the verified extractions for five-year Base Period 1959-63.

2 Amounts corrected during a subsequent year verification of extractions.

3 Roquet, Harry V. reopened and filed 10 years of previous extractions for well recordation 3601422.

4 Arrowhead Regional Medical Center, new well 3603947, backfiled on First Notice.

TABLE NO. 5
 VERIFIED EXTRACTIONS FROM RIVERSIDE BASIN AREA
 WITHIN SAN BERNARDINO COUNTY
 BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
 FOR USE IN EACH COUNTY
 FIVE-YEAR TOTALS
 (All Values in Acre-Feet)

Five-Year Period	Total from Basin	Extracted by San Bernardino County Entities	Extracted by Riverside County Entities				Base Right for Use in Riverside County	1
			Total	Used in San Bernardino County	Used in Riverside County			
Five-Year Base Period								
1959-63	168,645	48,045	120,600	15,175	105,425		105,425	
1971-75	123,609	36,613	86,996	7,768	79,228		105,425	
1972-76	119,244	34,763	84,481	7,220	77,261		105,425	
1973-77	114,602	33,889	80,713	7,608	73,105		105,425	
1974-78	110,009	33,660	76,349	8,175	68,174		105,425	
1975-79	108,152	33,823	74,329	9,146	65,183		105,425	
1976-80	103,984	33,250	70,734	11,331	59,403		105,425	
1977-81	102,890	33,163	69,727	13,398	56,329		105,425	
1978-82	96,733	31,476	65,257	14,896	50,361		105,425	
1979-83	91,421	30,419	61,002	15,921	45,081		105,425	
1980-84	88,558	29,005	59,553	15,504	44,049		105,425	
1981-85	89,417	29,113	60,304	14,237	46,067		105,425	
1982-86	83,143	29,703	53,440	11,749	41,691		105,425	
1983-87	81,597	31,675	49,922	8,983	40,939		105,425	
1984-88	86,626	33,708	52,918	6,831	46,087		105,425	
1985-89	95,022	35,841	59,181	6,497	52,684		105,425	
1986-90	102,001	37,665	64,336	6,982	57,354		105,425	
1987-91	112,675	36,736	75,939	8,721	67,218		105,425	
1988-92	118,831	35,014	83,817	9,583	74,234		105,425	
1989-93	123,764	33,203	90,561	10,545	80,016		105,425	
1990-94	117,868	31,131	86,737	10,672	76,065		105,425	
1991-95	115,362	29,482	85,880	9,740	76,140		105,425	
1992-96	114,049	34,996	79,053	8,064	70,989		105,425	
1993-97	122,374	47,231	75,143	7,843	67,300		105,425	
1994-98	133,624	63,917	69,707	7,438	62,269		105,425	
1995-99	149,445	80,107	69,338	7,559	61,779		105,425	

TABLE NO. 5
 VERIFIED EXTRACTIONS FROM RIVERSIDE BASIN AREA
 WITHIN SAN BERNARDINO COUNTY
 BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
 FOR USE IN EACH COUNTY
 FIVE-YEAR TOTALS
 (All Values in Acre-Feet)

Five-Year Period	Total from Basin	Extracted by San Bernardino County Entities	Extracted by Riverside County Entities		Base Right for Use in Riverside County	1
			Total	Used in San Bernardino County	Used in Riverside County	
Five-Year Base Period 1959-63	168,645	48,045	120,600	15,175	105,425	105,425
1996-00	161,704	97,518	64,186	6,984	57,202	105,425
1997-01	166,429	106,603	59,826	6,919	52,907	105,425
1998-02	164,187	102,642	61,545	8,002	53,543	105,425
1999-03	158,719	97,243	61,476	8,371	53,105	105,425
2000-04	148,016	90,902	57,114	9,003	48,111	105,425
2001-05	141,339	85,445	55,894	9,895	45,999	105,425
2002-06	139,961	80,411	59,550	9,814	49,736	105,425
2003-07	139,410	83,448	55,962	9,298	46,664	105,425
2004-08	142,440	82,832	59,608	9,046	50,562	105,425
2005-09	151,841	82,308	69,533	8,901	60,632	105,425
2006-10	151,519	77,914	73,605	9,545	64,060	105,425
2007-11	151,064	75,981	75,083	10,588	64,495	105,425
2008-12	152,710	70,476	82,234	10,725	71,509	105,425
2009-13	145,985	63,866	82,119	11,140	70,979	105,425
2010-14	132,355	58,230	74,125	10,698	63,427	105,425
2011-15	120,227	53,168	67,059	9,367	57,692	105,425
2012-16	111,063	48,703	62,360	8,227	54,133	105,425
2013-17	103,425	46,417	57,008	7,885	49,123	105,425
2014-18	100,192	45,770	54,422	7,739	46,683	105,425
2015-19	97,070	44,088	52,982	6,684	46,298	105,425
2016-20						

*1 Extractions for use in Riverside County are limited to the verified extractions for the five-year Base Period 1959-63
 Note: Five-year totals corrected to reflect any corrections on Table 5, page 1 of 2*

Minimum Groundwater Surface Elevations

Extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County for use in San Bernardino Valley are not limited, provided that the average static groundwater surface elevation as measured at wells numbered 1S/4W-21Q03S, 1S/4W-29H01S, and 1S/4W-29Q01S is not less than 822.04 feet, as set forth in the Judgment. This elevation is determined each year by averaging the lowest static groundwater elevation occurring in each of the three wells at or near the same time of the year.

A map showing the locations and hydrographs of the calendar year 2019 static groundwater surface elevations in the three key wells are shown on the following pages. Data pertinent to the key wells as well as the records of historic water surface measurements are included in Report of Watermaster, Volume 8-2019 titled *Groundwater Surface Elevations in Wells Numbered 1S/4W-21Q03S, 1S/4W-29H01S, and 1S/4W-29Q01S Located Within the Colton Basin Area and Riverside Basin Area in San Bernardino County through December, 2019*.

The lowest static groundwater surface elevation measured in each of the three wells during calendar year 2019 is as follows:

<u>Well Number</u>	<u>Date of Measurement</u>	<u>Elevation of Water Surface</u>
1S/4W-21Q03S (Johnson #1)	November 24, 2019	858.44
1S/4W-29H01S (Flume #2)	November 24, 2019	798.90
1S/4W-29Q01S (Flume #5)	November 24, 2019	790.95
Average		816.10

Thus, the lowest average fall water surface elevation for calendar year 2019 is 4.94 feet higher than the 2018 average of 811.16 and 5.94 feet lower than the 1963 average of 822.04. The Watermaster agencies are working cooperatively

to devise a plan, including improving existing facilities, conducting necessary studies, and obtaining environmental permits to facilitate wet water recharge in the Riverside Basin Area and/or the arrangements needed for Plaintiffs to transfer extractions from the Riverside Basin Area in San Bernardino County to the San Bernardino Area as contemplated in Judgment Paragraph VIII (e). This work will facilitate 1) San Bernardino Valley to provide wet water recharge needed to maintain the 1963 average water level; and 2) transferring extractions by Plaintiffs to San Bernardino to the extent necessary to restore such water level.

Map No. 2 Location of Key Wells

Legend



Key Well



Colton Basin Area



Riverside Basin Area within San Bernardino Co.



San Bernardino Basin Area



0 0.25 0.5 Miles

Y:\2020\1703_Watermaster\Report\MapNo2KeyWells.mxd

Date: 6/29/2020

1S/4W - 21Q03S (JOHNSON NO.1)

1S/4W - 29H01S (FLUME NO.2)

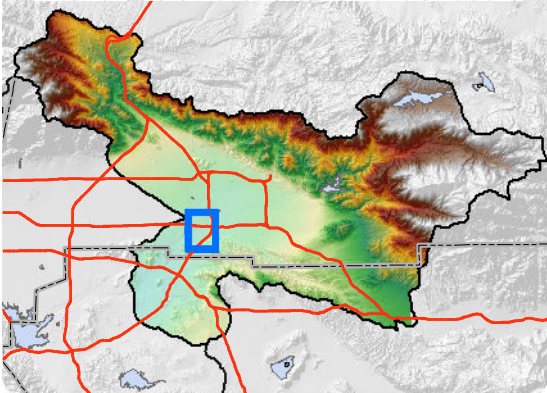
1S/4W - 29Q01S (FLUME NO.5)

Riverside Basin Area
within San Bernardino County

Colton Basin Area

San
Bernardino
Basin Area

WESTERN - SAN BERNARDINO WATERMASTER AREA



Sources: Esri, USGS, NOAA

FIGURE 1
GROUNDWATER SURFACE ELEVATIONS
15/4W-21Q03S
JOHNSON NO. 1 WELL
2019

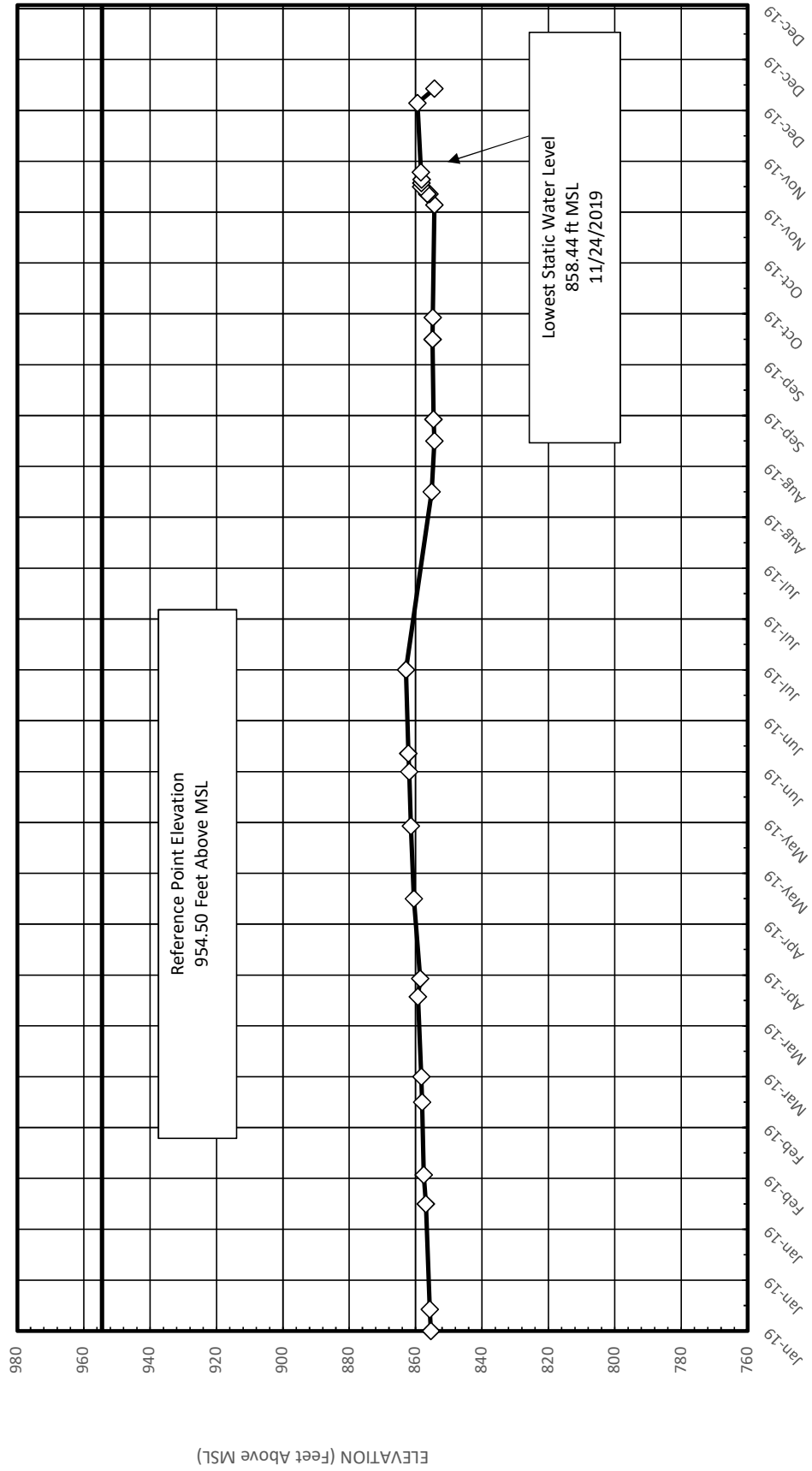


FIGURE 2
GROUNDWATER SURFACE ELEVATIONS
1S/4W-29H01S
FLUME NO. 2 WELL
2019

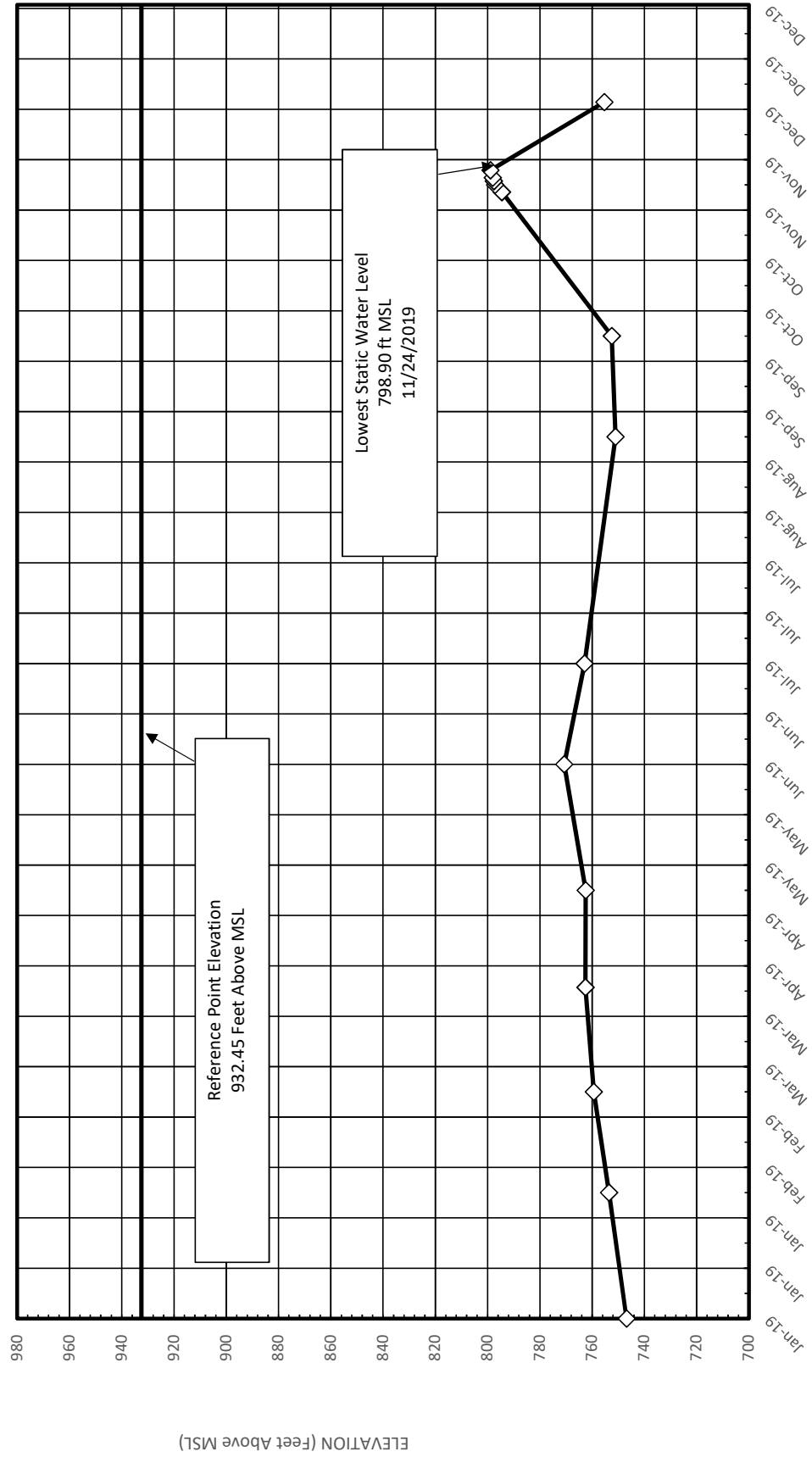
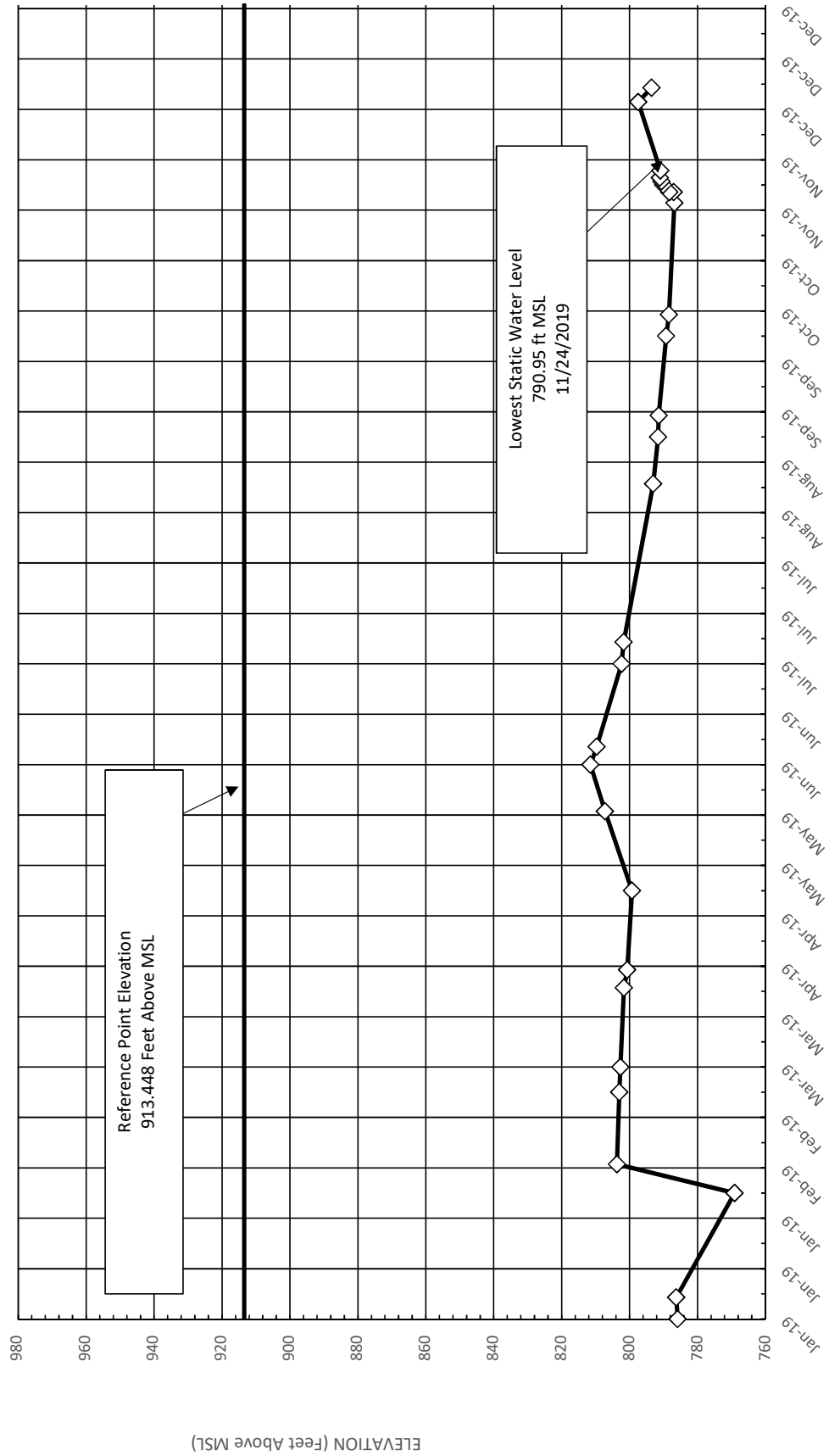


FIGURE 3
GROUNDWATER SURFACE ELEVATIONS
1S/4W-29Q01S
FLUME NO. 5 WELL
2019



CHAPTER VI

EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA WITHIN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO THE RIVERSIDE NARROWS

CHAPTER VI

EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA WITHIN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO THE RIVERSIDE NARROWS

Extractions

The extractions from that portion of the Riverside Basin area in Riverside County which is tributary to the Riverside Narrows for use within Riverside County for calendar year 2019 have been verified by the Watermaster as 26,500 acre-feet. The individual work sheets are included in Report of Watermaster, Volume 4-2019 titled *Verified Extractions from Riverside Basin Area Within Riverside County* and are summarized in Table No. 6 following.

TABLE NO. 6
 VERIFIED EXTRACTIONS FROM RIVERSIDE BASIN AREA
 WITHIN RIVERSIDE COUNTY
 FOR USE IN RIVERSIDE COUNTY
 ANNUAL TOTALS
 (All Values in Acre-Feet)

Page 1a of 2

Calendar Year	Total Extractions		Base Right for Use in Riverside County
Five-Year Base Period 1959-63 Avg.	29,633		29,633
1971	30,942	1	29,633
1972	37,804	2	29,633
1973	33,094		29,633
1974	38,304	2	29,633
1975	28,285		29,633
1976	31,565		29,633
1977	28,226		29,633
1978	24,576	3	29,633
1979	25,512		29,633
1980	30,206	3	29,633
1981	30,243	3	29,633
1982	20,365	3	29,633
1983	22,991	3	29,633
1984	32,466	3	29,633
1985	23,970	3	29,633
1986	24,549	3	29,633
1987	24,202	3	29,633
1988	24,470	3	29,633
1989	34,417	3	29,633
1990	31,760	3	29,633
1991	29,364	3	29,633
1992	26,538	3	29,633
1993	26,505		29,633
1994	28,125		29,633
1995	22,580		29,633
1996	24,906		29,633
1997	29,128		29,633
1998	28,558		29,633
1999	33,837		29,633
2000	32,263		29,633

TABLE NO. 6
VERIFIED EXTRACTIONS FROM RIVERSIDE BASIN AREA
WITHIN RIVERSIDE COUNTY
FOR USE IN RIVERSIDE COUNTY
ANNUAL TOTALS
(All Values in Acre-Feet)

Page 1b of 2

Calendar Year	Total Extractions	Base Right for Use in Riverside County
Five-Year Base Period 1959-63 Avg.	29,633	29,633
2001	33,656	29,633
2002	31,013	29,633
2003	30,957	29,633
2004	35,530	29,633
2005	32,737	29,633
2006	31,026	29,633
2007	38,237 ^{2,3}	29,633
2008	31,205 ³	29,633
2009	35,519	29,633
2010	29,077	29,633
2011	30,510 ³	29,633
2012	28,049	29,633
2013	30,070	29,633
2014	31,247 ³	29,633
2015	23,606 ³	29,633
2016	25,173 ³	29,633
2017	26,814 ³	29,633
2018	26,596	29,633
2019	26,500	29,633
2020		

1 Amount corrected during verification of 1972 extractions.

2 These extractions exceeded the Base Right plus peaking allowance of 20% by 2,244 acre-feet in 1972, 2,744 acre-feet in 1974 and 2,677 acre-feet in 2007

3 Amount corrected during subsequent year verification of extractions

Note: See Report of Watermaster, Volume 4, Table 4; Volume 5, Table 17.

TABLE NO. 6
 VERIFIED EXTRACTIONS FROM RIVERSIDE BASIN AREA
 WITHIN RIVERSIDE COUNTY
 FOR USE IN RIVERSIDE COUNTY
 FIVE-YEAR TOTALS
 (All Values in Acre-Feet)

Page 2a of 2

Five-Year Period	Total Extractions	Base Right for Use in Riverside County
Five-Year Base Period		
1959-63	148,165	148,165
1971-75	168,429	148,165
1972-76	169,052	148,165
1973-77	159,474	148,165
1974-78	150,956	148,165
1975-79	138,164	148,165
1976-80	140,085	148,165
1977-81	138,763	148,165
1978-82	130,902	148,165
1979-83	129,317	148,165
1980-84	136,271	148,165
1981-85	130,035	148,165
1982-86	124,341	148,165
1983-87	128,178	148,165
1984-88	129,657	148,165
1985-89	131,608	148,165
1986-90	139,398	148,165
1987-91	144,213	148,165
1988-92	146,549	148,165
1989-93	148,584	148,165
1990-94	142,292	148,165
1991-95	133,112	148,165
1992-96	128,654	148,165
1993-97	131,244	148,165
1994-98	133,297	148,165
1995-99	139,009	148,165

TABLE NO. 6
 VERIFIED EXTRACTIONS FROM RIVERSIDE BASIN AREA
 WITHIN RIVERSIDE COUNTY
 FOR USE IN RIVERSIDE COUNTY
 FIVE-YEAR TOTALS
 (All Values in Acre-Feet)

Page 2b of 2

Five-Year Period	Total Extractions	Base Right for Use in Riverside County
Five-Year Base Period		
1959-63	148,165	148,165
1996-00	148,692	148,165
1997-01	157,442	148,165
1998-02	159,327	148,165
1999-03	161,726	148,165
2000-04	163,419	148,165
2001-05	163,893	148,165
2002-06	161,263	148,165
2003-07	168,487	148,165
2004-08	168,735	148,165
2005-09	168,724	148,165
2006-10	165,064	148,165
2007-11	164,548	148,165
2008-12	154,360	148,165
2009-13	153,225	148,165
2010-14	148,953	148,165
2011-15	143,482	148,165
2012-16	138,145	148,165
2013-17	136,910	148,165
2014-18	133,436	148,165
2015-19	128,689	148,165
2016-20		

Note: 5-year totals corrected to reflect any corrections on Table 6, page 1 of 2

Return Flows

The Judgment provides for additional replenishment by Western if the urbanization of the Riverside Basin Area Within Riverside County results in a diminution of the return flow accruing from the extractions described above and which would have otherwise accrued to the rising water at Riverside Narrows. The extent of such diminution is determined by the permanent reduction in the irrigated areas within the various water service organizations delivering water to the areas as compared to the areas served at the time the Judgment was entered. To the extent that such reduction causes an increase in the urban uses requiring sewage disposal through the Riverside Treatment Plant (the effluent of which bypasses the Riverside Narrows), Western may, from time to time, be required to provide replenishment. Such irrigated acreages in the Riverside Basin Area Within Riverside County at the time the Judgment was entered, from which return flow was tributary to Riverside Narrows, are set forth in Table D-5 of Appendix "D" of the Judgment and are as follows:

IRRIGATED ACREAGE IN RIVERSIDE BASIN AREA
IN RIVERSIDE COUNTY PRESENTLY TRIBUTARY TO
RIVERSIDE NARROWS WHICH UPON CONVERSION
TO URBAN USES REQUIRING SEWAGE DISPOSAL
THROUGH THE RIVERSIDE TREATMENT PLANT WILL
BE DISCHARGED TO THE RIVER BELOW
RIVERSIDE NARROWS

<u>Entity Serving Acreage</u>	<u>Acres</u>
Gage Canal Company	1,752
Alta Mesa Water Company	65
East Riverside Water Company	926
Riverside Highland Water Company	<u>1,173</u>
TOTAL	3,916

The service areas of the companies listed in Table D-5 were investigated. Field investigation was not completed during calendar year 2019.

The number of dwelling units connected to the City of Riverside wastewater disposal system and a discharge unit factor of 0.22 acre-feet per year per dwelling unit was used to determine the wastewater discharged to the river from the converted lands. These data have been summarized for the years 2015 through 2019 and are shown on Table No. 7.

TABLE NO. 7
REDUCTION IN RETURN FLOW CONTRIBUTING TO BASE FLOW
AT RIVERSIDE NARROWS
RESULTING FROM CONVERSION OF AGRICULTURAL USES
OF WATER TO DOMESTIC USES CONNECTED TO A SEWAGE SYSTEM
DISCHARGING TO THE RIVER BELOW RIVERSIDE NARROWS
(All Values in Acre-Feet)

Calendar Year	Gage Canal	Alta Mesa	East Riverside	Riverside Highland	Total
2015	257	38	284	0	579
2016	257	38	284	0	579
2017	257	38	284	0	579
2018	257	38	284	0	579
2019	257	38	284	0	579
TOTAL 2015-19	1,285	190	1,420	0	2,895

Table No. 7 shows that in 2019 the reduction in return flow contributing to Base Flow at Riverside Narrows resulting from the conversion of land from agricultural use to urban uses in the Riverside Basin Area was 579 acre-feet. Western's obligation associated with the land use conversion and resulting replenishment requirements are shown on Table No. 16.

CHAPTER VII

**EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA,
COLTON BASIN AREA, AND RIVERSIDE BASIN AREA
FOR USE WITHIN WESTERN ON LANDS THAT ARE NOT
TRIBUTARY TO THE RIVERSIDE NARROWS**

CHAPTER VII

EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA, COLTON BASIN AREA, AND RIVERSIDE BASIN AREA FOR USE WITHIN WESTERN ON LANDS THAT ARE NOT TRIBUTARY TO THE RIVERSIDE NARROWS

The extractions from the San Bernardino, Colton and Riverside Basin Areas which were delivered for use within Western on lands not tributary to the Riverside Narrows during calendar year 2019 were verified by the Watermaster to be 33,412 acre-feet. Said amount is summarized by entity on Table No. 8.

The detailed work sheets for this determination are contained in Report of Watermaster, Volume 6-2019, titled *Verified Extractions from the San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area for Use Within Western on Lands Not Tributary to the Riverside Narrows*.

Annual Report Modifications Table No. 8

During the period 1981 through 2004 agreements between Western and San Bernardino Valley were entered in all but four years to address the high groundwater problem in the San Bernardino Basin Area. It was agreed that there was an existing temporary surplus of natural groundwater supply in the Basin. Additional extractions were made available to Plaintiffs and users other than Plaintiffs in order to help mitigate the problem. The agreements also provided that the replenishment obligations in Judgment Paragraph X would not apply to such additional extractions.

Judgment Paragraph X provides that Western is obligated to provide an amount of replenishment equal to the loss of return flow from the export of water extracted by users from within Western and delivered for use on lands not

tributary to the Riverside Narrows that is in excess of the amount exported in the base period 1959 through 1963. Such excess is referred to as new export.

Table No. 8 is an accounting of the total export by entities within Western. Report of Watermaster, Volume 6 (referenced above) is the source of detailed worksheets for this determination.

In the reports for calendar years 1982 through 2011 the deduction of additional extractions from the San Bernardino Basin Area pursuant to the high groundwater mitigation agreements has been made in Column 15 of Table No. 1A in Report of Watermaster, Volume 6. In 2013, Volume 6 was modified by deleting the deduction in Table No. 1A and inserting the deduction in Annual Report Table No. 14. The new line in Table No. 14 is titled Additional New Export. This change was made to improve readability and understanding by causing Western's new export credit or obligation to be accounted for in a manner consistent with similar new export accounting for San Bernardino Valley.

In the reports for calendar years 1982 through 2011 the deduction of additional extractions pursuant to the high groundwater mitigation agreements by users other than Plaintiffs was accomplished through footnotes in Table No. 17. In order to make the table easier to read and understand, the data in the Table No. 17 footnotes were moved to Table No. 15A. The new line in Table No. 15A is also titled Additional New Export.

By eliminating the deduction of high groundwater agreement related additional extractions from Report of Watermaster, Volume 6, such extractions by Western users can now be deducted from total new export in Table No. 14 in the same way additional extractions by users other than Plaintiffs are deducted in Table No. 15A.

During the process of eliminating high groundwater related additional extractions from Report of Watermaster, Volume 6, and adding them to

Table No. 14, it was discovered that not all of the additional extractions had been deducted in Volume 6. As a result, the total additional extractions deducted in Table No. 14 are greater than the extractions deleted from Report of Watermaster, Volume 6.

In April 2014 the Report of Watermaster, Volume 6 was modified to include in Section II the determination of the amount of return flow from imported water used in Riverside County which contributes to base flow at Riverside Narrows. Western receives credit for such return flow against any future replenishment obligations pursuant to Judgment Paragraph XI(b)3. Judgment Paragraph XI(a) provides that the credit for return flow is the calculated amount of return flow adjusted upward or downward depending on the quality of the return flow, using the same quality adjustment formula used at Riverside Narrows as set forth in the Orange County Judgment.

There are currently two methods of delivering imported water in Riverside County to areas tributary to Riverside Narrows. They are as follows:

- 1) Direct delivery to Western's retail service area and to the City of Riverside from the Henry J. Mills Treatment Plant which treats State Water Project water, or
- 2) Delivery to Western or any Plaintiff party, groundwater from the San Bernardino Basin Area pursuant to the 2004 Judgment Paragraph VI(b)6 agreement that provides for 6,000 acre-feet of additional water extraction in exchange for Western's purchase of a like amount of recharge water.

From 1971 to 1978 direct deliveries, cited above as the first method, consisted of Colorado River Water and as a result, the amount of return flow was adjusted downward due to the high TDS concentration of the return flow. In 1979, low TDS State Water Project water became available to both Western and the

City of Riverside and therefore the return flow credit is greater than the actual return flow.

Using the second method cited above, in 2007 the City of Riverside extracted 2,459 acre-feet of the imported water recharge made available as additional water pursuant to the 2004 Judgment Paragraph VI(b)6 agreement referenced above. Prior to 2013, this additional water was deducted from export in Column 15, Table No. 1A of Report of Watermaster, Volume 6. In 2013, this additional extraction was also deleted from Volume 6 and inserted into Table No. 16 as a credit. The April 2014 modification causes the extraction to be a part of the determination of Return From Imported Water credit shown on Table No. 16.

In the future, Watermaster plans to further modify the Report of Watermaster, Volume 6, to include the opportunity to calculate credit for Replenishment and Storm Flow Conservation including the quality adjustment and the obligation associated with Land Use Conversion. All of these values are used in determining Western's Net Accumulated (Credit) or Obligation in Table No. 16.

TABLE NO. 8
VERIFIED EXTRACTIONS FROM
THE SAN BERNARDINO BASIN AREA,
THE COLTON BASIN AREA, AND THE RIVERSIDE BASIN AREA
FOR USE WITHIN WESTERN ON LANDS THAT ARE NOT TRIBUTARY
TO THE RIVERSIDE NARROWS
(All Values in Acre-Feet)

Entities Within WMWD	Annual 1959-63 Average	Calendar Years			
		2015	2016	2017	2018
		Verified Delivery	Verified Delivery	Verified Delivery	Verified Delivery
City of Riverside, including Irrigation Division water extracted by the Gage Canal Company and former Riverside Water Company					
City of Riverside	7,125	20,369	20,037	16,801	21,846
Gage Canal Company	16,711	8,784	7,839	7,877	7,266
Deliveries to Other Agencies	0	180	0	0	0
Western Municipal Water District including water delivered from City of Riverside, Meeks & Daley Water Company, Elsinore Valley Municipal Water District, and Riverside Highland Water Company	13,229	6,433	8,243	7,854	7,256
Elsinore Valley Municipal Water Company excluding water delivered to Western Municipal Water District	0	0	0	0	0
Extractions delivered by West Riverside Canal received from Twin Buttes Water Company, La Sierra Water Company, Agua Mansa Water Company, Salazar Water Company, West Riverside 350 Inch Water Company, Jurupa Water Company, and Pedley Land Company	4,903	475	468	485	450
Jurupa Community Services District	531	0	0	0	0
Rubidoux Community Services District	36	3,202	2,670	3,069	719
TOTAL	42,535	39,443	39,257	36,086	37,537
					686
					33,412

Note: See Report of Watermaster, Volume 6, Table A.
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CHAPTER VIII

**EXTRACTIONS FROM THE
SAN BERNARDINO BASIN AREA
FOR USE ON LANDS NOT WITHIN WESTERN
NOR TRIBUTARY TO THE RIVERSIDE NARROWS
AND FOR USE ON LANDS WITHIN
THE COLTON AND RIVERSIDE BASIN AREAS**

CHAPTER VIII

EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA FOR USE ON LANDS NOT WITHIN WESTERN NOR TRIBUTARY TO THE RIVERSIDE NARROWS AND FOR USE ON LANDS WITHIN THE COLTON AND RIVERSIDE BASIN AREAS

Deliveries to Chino Basin

Deliveries of extractions from the San Bernardino Basin Area for use on lands not within Western nor tributary to the Riverside Narrows (lands within Chino Basin) in amounts greater than deliveries in the 1959-63 base period results in a loss of return flow to the San Bernardino Basin Area. The amount delivered in the base period was 11,701 acre-feet.

The extractions from the San Bernardino Basin Area which were delivered for use on lands not within Western nor tributary to the Riverside Narrows (Chino Basin) during calendar year 2019 were verified by the Watermaster to be 11,439 acre-feet. Said amount is summarized by entity on Table No. 9A. During the verification of 2015 extractions, West Valley Water District provided revised delivery amounts for the years 2008 through 2014. The revised delivery amounts have been incorporated into the Watermaster report.

The detailed work sheets for this determination including the revised amounts for West Valley Water District, and for deliveries to areas other than Chino Basin and to the Colton and Riverside Basin Areas are contained in Report of Watermaster, Volume 7-2019, titled *Verified Extractions from the San Bernardino Basin Area for Use on Lands Not Within Western Nor Tributary to the Riverside Narrows and for Use on Lands Within the Colton and Riverside Basin Areas*.

Deliveries to Areas Other Than Chino Basin

The Judgment provides for replenishment by San Bernardino Valley to the extent exports are made from the San Bernardino Basin Area for use in the Yucaipa, San Timoteo, Oak Glen, and Beaumont Basins.

The results of the verification of the base period production from the San Bernardino Basin Area indicated that such exports were not made during the 1959-63 base period. The verification of production for the 2019 calendar year indicated that no water was exported to the Yucaipa, San Timoteo, Oak Glen or Beaumont Basins.

Deliveries to Lands Within the Colton and Riverside Basin Areas

Deliveries of extractions from the San Bernardino Basin Area to the Colton and Riverside Basin Areas in amounts greater than deliveries in the 1959-63 base period also result in a loss of return flow to the San Bernardino Basin Area. The amount delivered in the base period was 17,837 acre-feet.

The extractions from the San Bernardino Basin Area, which were delivered for use on lands within the Colton and Riverside Basin Areas during calendar year 2019, were verified by the Watermaster to be 21,832 acre-feet. Said amount is summarized by entity on Table No. 9B.

Annual Report Modifications Table Nos. 9A and 9B and Volume 7

In 1992 the Court approved amendments to the Judgment that primarily addressed changes in the way calculations were made for export of extractions by users in San Bernardino County to areas not tributary to Riverside Narrows. Prior to 1992, the Judgment provided for replenishment of actual extractions in excess of the Adjusted Right pursuant to Paragraph VI(c). The Judgment also provided, in Paragraph X, for replenishment equal to the amount of extractions exported from San Bernardino Valley to Chino Basin in excess of the amount

exported in the base period 1959 through 1963. Such excess export is referred to as new export.

By 1990, it was apparent to Watermaster that the literal interpretation of Judgment Paragraphs VI(c) and X was resulting in a replenishment requirement greater than necessary to offset the loss of return flow to the San Bernardino Basin Area resulting from new export. This became an issue generally known as the “two-for-one” issue.

Considerable inquiry of those directly involved in the settlement was accomplished in an effort to determine if replenishment in excess of return flow loss was intentional. There was no evidence it was intentional. Nor was there any evidence anywhere else in the Judgment of a requirement to replenish amounts in excess of just the amount necessary to offset an adverse impact. In 1992, Watermaster began to refer to the necessity to offset adverse impacts with an equal amount of replenishment as maintenance of hydrologic integrity.

So, one of the 1992 amendments was to address the “two-for-one” issue. Two approaches were considered. The first consisted of amending Paragraph X to require replenishment equal to only the loss of return flow associated with the actual export (currently 36 percent). The second approach consisted of subtracting the new export from the total extractions before determining if extractions were greater than or less than the Adjusted Right. Both approaches resulted in the same determination of new export obligation and the obligation was equal to the adverse impact on groundwater storage of just the loss of return flow resulting from export. Hydrologic integrity of the basin was maintained with either approach.

The second approach referenced above consisting of subtracting new export from total extraction and treating all new export as an obligation was used

to write the amendments and to correct the new export calculations. Corrections to the methodology used to calculate obligations related to new export were made in the August 1, 1993 Annual Report. Corrections to all prior new export calculations were made back to 1971. The “two-for-one” issue was resolved.

Other amendments included in the 1992 Court order to preserve the hydrologic integrity of specific groundwater basins were as follows.

- 1) Western’s obligation to replenish to offset exports by users within Western that exceeded the export in the base period was limited to just the amount necessary to offset the loss of return flow (currently 36 percent of new export). In 1993 changes to the calculation of Western’s new export credits or obligations were also made commencing in calendar year 1971 to reflect this amendment.
- 2) San Bernardino Valley’s obligation to replenish was changed to require separate accounting for the San Bernardino Basin Area (not including Colton Basin Area) in order to ensure hydrologic integrity of the Basin. No modifications were made in 1993 to address this matter. Modifications to the 2013 Annual Report addressed this provision of the 1992 amendment.
- 3) The addition of provisions that:
 - a) require replenishment in the Colton and Riverside Basins to offset loss of return flow related to increase in exports therefrom for use in areas not within Western nor tributary to Riverside Narrows, and
 - b) reduce any replenishment required by a) above by providing credit for return flow resulting from water delivered directly in Colton and Riverside Basins that originates outside the Basins.

Modifications necessary to make these determinations were a part of the 2014 modifications. The determinations for 3) a) above are included in Volume 7, Section IV, Chapter VII, Table K. Similarly, the determinations for 3) b) above are included in Report of Watermaster Volume 7, Section IV, Chapter VIII, Table L.

One of the purposes of this section in Chapter VIII is to describe in some detail the 2013 modifications in Report of Watermaster, Volume 7 and the resulting changes in Table Nos. 9A and 9B necessary to accomplish the following.

- 1) More accurately reflect the 1992 amendment described as amendment two above.
- 2) Preserve the hydrologic integrity of the San Bernardino Basin Area, as such integrity is affected by return flow from applied water.

Watermaster Annual Reports prior to 2013 described export of extractions for use in San Bernardino County from San Bernardino Valley as the sum of the following.

- 1) Export from San Bernardino Basin Area and Colton Basin Area combined for delivery in Chino Basin.
- 2) Export from San Bernardino Basin Area for delivery in Yucaipa, San Timoteo, Oak Glen and Beaumont Basins.

Pursuant to the amended Judgment and the objective of maintaining the hydrologic integrity of the San Bernardino Basin Area, the 2013 modified Annual Report describes delivery of extractions from the San Bernardino Basin Area for use in San Bernardino County as follows.

- 1) Export from San Bernardino Basin Area only for delivery to Chino Basin (Table No. 9A).

- 2) Export from San Bernardino Basin Area for delivery to Yucaipa, San Timoteo, Oak Glen and Beaumont Basin's, referred to as areas other than Chino Basin (Table No. 9A).
- 3) Delivery from San Bernardino Basin Area for delivery use in Colton and Riverside Basin Areas (Table No. 9B).

The improvement in hydrologic integrity resulting from the 2013 modifications is demonstrated as follows.

- 1) By deleting the export from the Colton Basin Area to the Chino Basin from the determination of credits and obligations in the San Bernardino Basin Area, the obligations in the San Bernardino Basin Area are no longer overstated.
- 2) Conversely, by accounting for the deliveries from the San Bernardino Basin Area to the Colton and Riverside Basin Areas as the resulting loss of return flow to the San Bernardino Basin Area, the obligation in the San Bernardino Basin Area is not understated.

Therefore, the determination of the effects of new export to areas not tributary to the Riverside Narrows and new deliveries to the Colton and Riverside Basin Areas on storage in the San Bernardino Basin Area is more accurate.

The 2013 methodology used to determine export for delivery to Chino Basin from the San Bernardino Basin Area consists of the following.

- 1) The continuation of prior practice of calculating the export from San Bernardino Basin Area and Colton Basin Area.
- 2) The determination of the export from San Bernardino Basin Area to Chino Basin only, using data from 1) above and other required information. The results of this calculation are now shown in the modified Table No. 9A.

The modifications to the calculation of export described in this section also included a redetermination of the annual average export during the 1959 through 1963 base period. The methodology for such redetermination was the same as for calendar years 1971 through 2011. The base period average amount for delivery to the export areas for each entity is shown in the first column of Table No. 9A. Prior to modification the total base period average was 12,527 acre-feet. After modification, it decreased to 11,701 acre-feet, largely as a result of deleting export from Colton Basin Area and Riverside Basin Area to areas not within Western nor tributary to the Riverside Narrows.

The 2013 methodology used to determine deliveries to the Colton and Riverside Basin Areas is new. However, most of the necessary data is readily available in Report of Watermaster, Volumes 1 and 7. The results are shown in Table No. 9B.

The modifications relating to deliveries from the San Bernardino Basin Area to the Colton and Riverside Basin Areas in this section also included a determination of the annual average deliveries during the 1959 through 1963 base period. The base period average amount for delivery to the Colton and Riverside Basin Areas for each entity is shown in the first column of Table No. 9B. The total base period average is 17,837 acre-feet.

Report of Watermaster, Volume 7 was also modified to include a new section that includes the following.

- 1) Table No. 21 showing deliveries of imported water (State Water Project) for recharge in each groundwater basin and deliveries for direct use inside and outside San Bernardino Basin Area.
- 2) Table No. 22 showing State Water Project water and San Bernardino Basin Area groundwater deliveries to Bear Valley

Mutual Water Company in-lieu of surface water diversions from the Santa Ana River.

The summation of these data has always been included in Table No. 17. However, the details shown in Section V of Report of Watermaster, Volume 7, were not published. Diagram No. 1, Organization of the Annual Report shows the imported water direct delivery and replenishment data flowing from Volume 7 to Table No. 17.

TABLE NO. 9A

**VERIFIED EXTRACTIONS FROM THE
SAN BERNARDINO BASIN AREA
FOR USE ON LANDS NOT WITHIN WESTERN
NOR TRIBUTARY TO RIVERSIDE NARROWS**

(All Values in Acre-Feet)

Entities	Annual 1959-63 Average	Calendar Years				
		2015 Verified Delivery	2016 Verified Delivery	2017 Verified Delivery	2018 Verified Delivery	2019 Verified Delivery
Fontana Union Water Company	*	4,984	3,255	7,531	6,690	9,654
West Valley Water District (formerly WSBOWD)	1,314	1,883	1,261	1,200	1,313	1,245
City of Rialto	217	428	360	352	739	540
Subtotal (Delivery to Chino Basin)	11,701	7,295	4,876	9,083	8,742	11,439
San Bernardino Valley Municipal Water District 1	0	0	0	0	0	0
Subtotal (Delivery to areas other than Chino Basin)	0	0	0	0	0	0
TOTAL	11,701	7,295	4,876	9,083	8,742	11,439

* Fontana Water Company delivers water extracted from San Bernardino Basin Area and Colton Basin Area as Fontana Union Water Company. The Fontana Water Company water service area is located largely within Chino Basin. However, portions of the Fontana Water Company service area are within Colton Basin Area.

1 Water diverted from Mill Creek and delivered to Yucaipa Basin and water pumped through Central Feeder Project into Inland Feeder Project.

Note: See Report of Watermaster, Volume 7, Table Nos. C & D.

TABLE NO. 9B
VERIFIED EXTRACTIONS FROM THE
SAN BERNARDINO BASIN AREA
FOR USE ON LANDS WITHIN COLTON AND RIVERSIDE BASIN AREAS
(All Values in Acre-Feet)

Entities	Annual 1959-63 Average	Calendar Years				
		2015 Verified Delivery	2016 Verified Delivery	2017 Verified Delivery	2018 Verified Delivery	2019 Verified Delivery
Fontana Union Water Company	529 *	0	0	0	0	0
West Valley Water District (formerly WSBCWD)	11,172	8,525	6,777	8,106	8,085	11,316
City of Rialto	858	5,704	5,646	5,212	5,539	5,122
City of Colton	3,347	4,405	3,044	3,842	3,695	2,943
City of San Bernardino Elevated System	886	2,236	2,219	2,364	2,552	2,246
Terrace Water Company	1,045	473	420	464	343	205
TOTAL	17,837	21,343	18,106	19,988	20,214	21,832

* Fontana Water Company delivers water extracted from San Bernardino Basin Area and Colton Basin Area as Fontana Union Water Company. The Fontana Water Company water service area is located largely within Chino Basin. However, portions of the Fontana Water Company service area are within Colton Basin Area.

Note: See Report of Watermaster, Volume 7, Table Nos. E & F.

CHAPTER IX

ANNUAL ACCOUNTING OF EXTRACTIONS, DELIVERIES, AND REPLENISHMENT OBLIGATIONS

CHAPTER IX

ANNUAL ACCOUNTING OF EXTRACTIONS, DELIVERIES, AND REPLENISHMENT OBLIGATIONS

The Judgment requires the annual determination of extractions from the San Bernardino, Colton, and Riverside Basin Areas by Plaintiffs as well as Non-Plaintiffs, and further requires that a determination be made as to that portion of such extractions delivered to each of the service areas tributary to the Riverside Narrows as well as the deliveries to those areas not tributary to the Riverside Narrows.

Plaintiff Extractions from San Bernardino Basin Area

The Judgment specifically defines the Adjusted Right of the City of Riverside, Riverside Highland Water Company, Agua Mansa Water Company and Meeks & Daley Water Company, and The Regents of The University of California to extract water from the San Bernardino Basin Area for use in three specific service areas. Commencing in 2013, the Adjusted Rights include a part of each Plaintiff's proportionate share of new conservation. These rights, expressed in terms of the five-year total allowable extractions and deliveries and the maximum allowable extractions and deliveries in any one year for each service area, are shown on Table Nos. 10 through 13. These tables show the extractions for use by the Plaintiffs in the specific service areas and are summarized in the table on page 109.

During the period 2015 through 2019, each Plaintiff's extractions and delivery of such extractions to specific service areas did not exceed the five-year sum of the Adjusted Rights. Also, no Plaintiff exceeded the maximum allowable annual extraction for delivery to any service area in any year.

Allowable Plaintiff Extractions in 2020

The Judgment limits Plaintiff's extraction in 2020 to the sum of the annual Adjusted Rights for the five year period 2016 through 2020 minus the actual extractions/deliveries in 2016 through 2019 or 1.3 times the Adjusted Right for 2020, whichever is the lessor. The Adjusted Rights include the portion of Seven Oaks related new conservation water forecast to result from increased recharge at the Santa Ana River Spreading Grounds.

The Judgment also provides in Paragraph VI(b)6 for agreements between San Bernardino Valley and Western under which additional extractions may be made from the San Bernardino Basin Area. Such agreements have been entered and approved by the Court to allow Plaintiffs the opportunity to extract water in addition to the limits cited in the paragraph above as follows.

- 1) Additional extractions resulting from recharge of imported water, including extraction of prior year under extractions in amounts equal to or less than the amount of right to extract imported water transferred from Western to Plaintiff minus any remaining balance of such amounts of under extraction.
- 2) Additional extractions resulting from Watermaster determination and allocation of specific amounts of Seven Oaks related new conservation water that resulted from increased recharge at the Santa Ana River Spreading Grounds from 1998 through 2012.

The portion of Seven Oaks related new conservation water that is not forecast to result from increased recharge at the Santa Ana River Spreading Grounds will probably be determined and allocated in the future by Watermaster as such conservation occurs through additional Court approved Judgment Paragraph VI(b)6 agreements. Such allocations will provide Plaintiffs with future

opportunities to extract more new conservation water than the amounts made available through their Adjusted Right.

Table Nos. 10A through 13A show each Plaintiffs allowable extractions for delivery to each service area for calendar year 2020. The first line of data on each table shows the allowable extractions based on Adjusted Right as described in the first paragraph of this section. The second line is the remaining balance in a Western imported water holding account (see Table Nos. 17B-1 through 17B-4) that is available for extraction as a result of Plaintiff under extractions as described in 1) above. The third line is the Plaintiffs remaining balance of any previous Watermaster allocations of new conservation water from years prior to 2013 plus any other allocation of new conservation water resulting from conservation in the San Bernardino Basin Area by means other than recharge at the Santa Ana River Spreading Grounds as described in 2) above.

Non-Plaintiff Extractions from San Bernardino Basin Area

The Judgment provides that the Non-Plaintiffs as a group can produce a specific amount of water from the San Bernardino Basin Area without causing San Bernardino Valley to replenish the Basin with imported water. During the period 2015 through 2019, the Non-Plaintiff Total Extractions did not exceed San Bernardino Valley's Adjusted Right as shown in the following table.

Total Extractions from the San Bernardino Basin Area

A comparison of allowable extractions to actual extractions by Plaintiffs and Non-Plaintiffs for the period 2015 through 2019 is as follows:

	Allowable Extractions 2015-2019 (Acre-Feet)	Actual Extractions 2015-2019 (Acre-Feet)	Difference 2015-2019 (Acre-Feet)
Plaintiffs	334,990	292,683	(42,307)
Non- Plaintiffs	<u>863,725</u>	<u>624,536</u>	<u>(239,189)</u>
Total	1,198,715	917,219	(281,496)

Export to Areas Not Tributary to Riverside Narrows and Deliveries to Colton and Riverside Basin Areas

The Judgment limits the amount of water that can be extracted from the various basins, without replenishment, for use on lands that are not tributary to the Riverside Narrows. The amounts delivered to the Colton Basin Area within San Bernardino Valley and Riverside Basin Area within San Bernardino County from the San Bernardino Basin Area, without replenishment, are also limited. Western and San Bernardino Valley are responsible for any obligation that may result from export or delivery to these areas in Riverside County and San Bernardino County, respectively.

Table Nos. 14 and 15A show the annual 1959-63 average export and actual export for use on lands in Riverside County and San Bernardino County not tributary to the Riverside Narrows. The high groundwater mitigation agreements regarding extraction of additional water provide that the Judgment Paragraph X provisions shall not apply to such additional water. Therefore, the additional water extracted by Plaintiffs and Non-Plaintiffs for export has been excluded from the determination of new export in the line titled Additional New Export on Table Nos. 14 and 15A, respectively.

Table No. 14 shows that during the period 1971 through 2019 the exports, excluding additional new export, by entities within Western was 352,737 acre-feet less than the allowable export. Table No. 15A shows that exports, excluding additional new export, from San Bernardino Basin Area exceeded the allowable export for the period 1971 through 2019 by 270,370 acre-feet. Western's credit and the obligation of San Bernardino Valley resulting from this new export are shown on Table Nos. 16 and 17, respectively.

Table No. 15B shows the annual 1959-63 average deliveries and actual deliveries for use on lands in Colton and Riverside Basin Areas. The table concludes that deliveries from the San Bernardino Basin Area to the Colton and Riverside Basin Areas during the period 1971 through 2019 exceeded the annual 1959-63 average deliveries for such period by 175,875 acre-feet. The San Bernardino Valley obligation resulting from these new deliveries is shown on Table No. 17.

Summary of Western Credits and Obligations

Table No. 16 summarizes Western credits and obligations in the Colton Basin Area, Riverside Basin Area in San Bernardino County and Riverside Basin Area in Riverside County. The table shows the Base Right for extraction from each Basin Area and the extractions from each Basin Area for the period 2015 through 2019. The aggregate amount of under extractions or excess extractions resulting from such extractions are determined and included as either a credit or obligation along with other credits and obligations. The specific data inputs and logic used to determine each type of credit and obligation are described in subsection 3) on page 123 in the section titled Annual Report Modifications – Table Nos. 10 through 18.

The resulting net accumulated credit or obligation is the net accumulated credit or obligation from the period 1971 through 2014 plus the credit or

obligation for each year of the five-year period 2015 through 2019 for the Colton Basin Area, Riverside Basin Area in San Bernardino County and the Riverside Basin Area in Riverside County. The Judgment provides for such accumulation of credits and obligations. In summary, Table No. 16 shows that Western's net accumulated credit in the Colton and Riverside basins through 2019 is 544,221 acre-feet.

Summary of San Bernardino Valley Credits and Obligations

Table No. 17 summarizes San Bernardino Valley credits and obligations in the San Bernardino Basin Area. The table shows the Adjusted Right for extraction and the actual extractions from the San Bernardino Basin Area by users in San Bernardino County for the period 2015 through 2019. The amount of under extractions or excess extractions resulting from such extractions are determined and included as either a credit or obligation along with other credits and obligations. The specific data inputs and logic used to determine each type of credit and obligation are described in subsection 3) on page 123 in the section titled Annual Report Modifications – Table Nos. 10 through 18.

The resulting net accumulated credit or obligation is the net accumulated credit or obligation from the period 1971 through 2014 plus the credit or obligation for each year of the five-year period 2015 through 2019 for the San Bernardino Basin Area. The Judgment provides for such accumulation of credits and obligations. In summary, Table No. 17 shows that San Bernardino Valley's net accumulated credit in the San Bernardino Basin Area through 2019 is 463,168 acre-feet.

San Bernardino Valley may also incur an obligation in the Colton and Riverside Basin Areas within San Bernardino County. Chapter V indicates that extractions in the Colton and Riverside Basin Areas for use in San Bernardino Valley are not limited provided that San Bernardino Valley maintains a specified

minimum static water surface elevation in the three key wells in these basins. During the five-year period 2015 through 2019 the actual water surface elevation fell below specified minimum. Therefore, San Bernardino Valley may be obligated to provide replenishment water for maintenance of these basins. The Watermaster agencies are working cooperatively to devise a plan, including improving existing facilities, conducting necessary studies, and obtaining environmental permits to facilitate wet water recharge in the Riverside Basin Area and/or the arrangements needed for Plaintiffs to transfer extractions from the Riverside Basin Area in San Bernardino County to the San Bernardino Area as contemplated in Judgment Paragraph VIII (e). This work will facilitate 1) San Bernardino Valley to provide wet water recharge needed to maintain the 1963 average water level; and 2) transferring extractions by Plaintiffs to San Bernardino to the extent necessary to restore such water level.

Annual Accounting of Additional Extractions

As noted previously in this Chapter, Judgment Paragraph VI(b)6 provides that agreements may be entered between Western and San Bernardino Valley under which additional extractions may be made from the San Bernardino Basin Area. Three types of such additional extraction agreements which are existing or may be entered in the future are as follows.

- 1) Additional Extractions of High Groundwater (existing) – Additional extraction of native water from the San Bernardino Basin Area declared to be a temporary surplus and made available for extraction, without replenishment, as part of the high groundwater mitigation program.
- 2) Additional Extractions of Imported Water (existing) – Additional extraction of water from the San Bernardino Basin Area by Western or any Plaintiff, after transfer, of imported water

acquired by Western and recharged or extraction of prior year under extraction of Adjusted Rights in amounts not greater than the amount of right to extract imported water previously transferred from Western to Plaintiff minus any remaining balance of such amounts.

- 3) Additional Extractions of New Conservation Water – Additional extraction of Seven Oaks related new conservation water from the San Bernardino Basin Area resulting from either prior year new conservation (existing) or future hydrologic events that yield large amounts of water that exceed the capacity to deliver and recharge water at the Santa Ana River Spreading Grounds (future). Such agreements also provide for an accounting of mitigation water set aside in the San Bernardino Basin Area to be used to mitigate the adverse effects of Seven Oaks related new conservation in the Riverside Basin Area.

Additional extractions of high groundwater were made in twenty years of the twenty-four year period 1981 through 2004. The accounting for such extractions and exports is accomplished in Table Nos. 2, 3, 14 and 15A as previously discussed.

The accounting for additional extractions of imported water, new conservation water and Riverside Basin Mitigation Account water from the San Bernardino Basin Area is accomplished in Table Nos. 17A, 17B-1 through 17B-5, and 17C respectively. These tables generally use the same format to account for additional extractions as is used in Table No. 17 to account for extractions from the San Bernardino Basin Area by users within San Bernardino County.

The significant difference between Table No. 17 and Table Nos. 17A, 17B, and 17C is that Table No. 17 is used to determine the amount of replenishment, if any, by San Bernardino Valley required to protect the rights of Plaintiffs against adverse effects of excess extractions from the San Bernardino Basin Area by other than Plaintiffs. Whereas, Table Nos. 17A, 17B and 17C are used to primarily determine, in any year, the remaining amount of any available additional extractions resulting from the replenishment of imported water or new conservation water made available pursuant to Judgment Paragraph VI(b)6 agreements or the remaining balance in the Riverside Basin Mitigation Account.

Table No. 17A, Imported Water

Additional extractions of imported water are available pursuant to Western's 2004 Paragraph VI(b)6 agreement. Western made an initial acquisition of 6,000 acre-feet of imported water in 2004. In 2007 Western transferred to City of Riverside the right to extract 2,459 acre-feet of imported water in order to address an excess extraction by Riverside. In 2009 Western acquired an additional 2,459 acre-feet of imported water from San Bernardino Valley. Therefore, beginning in 2013, the amount of Western Net Accumulated Credit is 6,000 acre-feet.

In addition to accounting for imported water acquisitions, extractions by Western and transfers of the right to extract imported water to Plaintiffs, Table No. 17A accounts for the sum of all Plaintiff holding account transfers that result from implementation of Paragraph 11 of the 2013 Judgment Paragraph VI(b)6 agreement. Paragraph 11 provides that additional extractions of water are available to Plaintiffs in amounts not greater than Plaintiff's unused water right (under extraction) in any year after 2012 provided such amounts, plus any remaining balance of similarly acquired additional water, may not exceed

Plaintiffs aggregate amount of previously transferred right to extract imported water.

Table No. 17A shows Plaintiff Transfers to Holding Accounts in 2013 in the amount of 2,459 acre-feet. This amount is the sum of the amounts in lines titled Imported Water Transfer to Holding Account in Table Nos. 17B-1 through 17B-4. The amount shown is only the amount shown in Table No. 17B-1 for City of Riverside because in 2013 only Riverside had previously acquired imported water and therefore was the only Plaintiff party with the opportunity to transfer under extractions into an imported water holding account. Table No. 17A shows in the line titled Imported Water Additional Extractions that no Plaintiff was either capable of nor needed to withdraw water from holding accounts through additional extractions.

Table Nos. 17B-1 through 17B-5, New Conservation Water and Imported Water

Additional extractions of new conservation water resulting from new conservation in prior years are available to Plaintiffs and San Bernardino Valley pursuant to the 2013 Paragraph VI(b)6 agreement. The New Conservation Allocations shown on Table Nos. 17B-1 through 17B-5 are the amounts determined by Watermaster to have resulted from operation of Seven Oaks Reservoir during the prior years 1998 through 2012.

Any amounts of future new conservation determined by Watermaster to have resulted from the diversion of water conserved at Seven Oaks in addition to the amounts added to the Safe Yield Adjusted Rights in Table Nos. 2 (pages 1a & 1b) and 3A-1 through 3D-1 will likely be made available to Plaintiffs and San Bernardino Valley following the hydrologic event that caused such conservation and will also be included in the 17B tables as New Conservation Allocation. Extraction of any of the available New Conservation Allocation will be shown as Additional Extractions by other than Plaintiffs and Plaintiffs on Table

Nos. 2 (pages 1a & 1b) and 3A-2 through 3D-2 respectively and on Table Nos. 17B-1 through 17B-5.

The amounts of additional extractions available for each Party are shown as New Conservation Net Accumulated (Credit) for 2019 on Table Nos. 17B-1 through 17B-5 and are equal to the amounts shown in the first data column of the table on page 28.

Paragraph 11 of the 2013 Judgment Paragraph VI(b)6 agreement (2013 Agreement) provides that any Plaintiff may transfer to Western an amount of water equal to its unused water right in the San Bernardino Basin Area provided the remaining balance of such transfers may not exceed Plaintiffs aggregate amount of previously transferred right to extract imported water. In addition to accounting for new conservation water, Table Nos. 17B-1 through 17B-4 also provide accounting for the imported water transfers and additional extractions resulting from implementation of Paragraph 11 as described above. Only the City of Riverside has previously received a transfer of right to extract from Western. Therefore, only Table No. 17B-1 shows transfers to a holding account in 2013.

Table No. 17B-1 shows the transfer of an under extraction by the City of Riverside to a holding account in the amount of 2,459 acre-feet in 2013. Such amount is equal to Western's previous transfer to Riverside of the right to extract 2,459 acre-feet needed to address an excess extraction by Riverside in 2007.

If in the future the City of Riverside over extracts water again, the 2,459 acre-feet in the holding account can be used to partially or entirely address the excess extraction. The amount of the transfer out of the holding account will be accounted for as an Imported Water Additional Extraction and will equal the amount of the excess extraction provided the excess extraction is not greater than the amount in the holding account. If the excess extraction is greater than the amount in the holding account, Riverside will likely acquire an additional right

to extract from Western and Table No. 17B-1 will show the additional amount as an Imported Water Transfer From Western. Table No. 17B-1 will then show the Imported Water Additional Extractions as the sum of the Western transfer and the transfer from the holding account.

Table No. 17C, Riverside Basin Mitigation Account

As noted in Chapter III, page 30, the 2013 Agreement provides for extraction of new conservation water resulting from operation of Seven Oaks Reservoir and the Santa Ana River Spreading Grounds from 1998 through 2012. The 2013 Agreement also requires Watermaster to establish and maintain an accounting of Seven Oaks related water conserved in the San Bernardino Basin Area that; in the absence of the Reservoir, would have been recharged in the Riverside Basin. The account is referred to as the Riverside Basin Mitigation Account and the accounting is provided in Table No. 17C.

Additions to the account consist of equal annual amounts resulting from the long term forecast of Seven Oaks related conservation at the Santa Ana River Spreading Grounds and specific year annual amounts that periodically result from Seven Oaks related conservation by means other than recharge at the Santa Ana River Spreading Grounds.

Mitigation of the adverse impact in the Riverside Basin is accomplished by extraction of the conserved water that has been included in or added to the Mitigation Account in a manner that effectively increases recharge and storage in the Riverside Basin. One method of accomplishing such mitigation is for the City of Riverside to increase extractions in the San Bernardino Basin Area and reduce extractions in the Riverside Basin by a like amount. Any such increase in extractions is shown on Table No. 17C as Extractions by the City of Riverside. A second mitigation method consists of extractions by other than Plaintiffs and subsequent delivery and recharge of such extractions in the Riverside Basin

Area. Any such extraction can also be shown on Table No. 17C as Extractions by Other Than Plaintiffs.

The last line in Table No. 17C shows the Mitigation Account Balance in any year. The balance is the difference between the amounts included in the account (additions) pursuant to the 2013 Agreement and the sum of extractions by City of Riverside and other than Plaintiffs.

Summary of Compliance

Table No. 18 addresses four basic questions regarding compliance with four general provisions of the Judgment. The first two provisions relate to the rights and obligations in the San Bernardino Basin Area. The last two provisions relate to obligations in the area between Bunker Hill Dike and the Riverside Narrows. The four general provisions are as follows.

- 1) The Judgment establishes water rights for Plaintiffs in the San Bernardino Basin Area and enjoins them from extracting from the Basin amounts greater than such right. So, the first question addressed in Table No. 18 is: “Did any Plaintiff’s extractions from the San Bernardino Basin Area for delivery to any service area exceed the maximum allowable?” Table No. 18 indicates that Plaintiff extractions from the Basin for delivery to any service area are less than the maximum allowable in 2019 and for the five-year period 2015 through 2019.
- 2) The Judgment provides users other than Plaintiffs the ability to extract unlimited amounts from the San Bernardino Basin Area and the freedom to manage the basin as they choose provided San Bernardino Valley replenishes the basin to offset any accumulated obligations determined pursuant to provisions of

the Judgment. So, the second question addressed in Table No. 18 is: “Is San Bernardino Valley required to replenish the San Bernardino Basin Area?” Table No. 18 indicates that such replenishment is not required and that the amount of San Bernardino Valley credit that can be used to offset future obligations is 431,091 acre-feet in 2019.

- 3) Pursuant to the Orange County Judgment, San Bernardino Valley is obligated to deliver a specified amount of Base Flow in the Santa Ana River at Riverside Narrows. Extractions by users within Western between the Bunker Hill Dike and Riverside Narrows and other water management related activities within Western can adversely affect San Bernardino Valley’s ability to meet its obligation at Riverside Narrows. The Judgment requires Western to replenish between the Bunker Hill Dike and Riverside Narrows in amounts necessary to offset any accumulated obligations determined pursuant to provisions of the Judgment, to ensure that San Bernardino Valley is not adversely affected by users within Western. So, the third question addressed in Table No. 18 is: “Is Western required to provide replenishment between the Bunker Hill Dike and Riverside Narrows?” Table No. 18 indicates that replenishment is not required and that the amount of Western credit that can be used to offset future obligations is 544,221 acre-feet in 2019.
- 4) Finally the Judgment provides San Bernardino Valley users in the Colton Basin Area and Riverside Basin Area in San Bernardino County the ability to extract unlimited amounts

from those basins and the freedom to manage those basins and the San Bernardino Basin Area as they choose provided San Bernardino Valley replenishes the area below the Bunker Hill Dike sufficiently to maintain a prescribed average water level in three specific wells. So, the fourth question is: “Does San Bernardino need to provide replenishment to maintain water levels downstream of the Bunker Hill Dike?” Table No. 18 indicates that such replenishment may be required and that for 2019 the average water level was 5.94 feet below the required minimum average level of 822.04 feet.

Annual Report Modifications Table Nos. 10 through 18

Tables Nos. 10 through 18 are summary tables. As a result, the prior year data in all these tables is affected by the modifications discussed in Chapter III, Chapter VII and Chapter VIII. In addition to these data changes, the logic and layout of Table Nos. 10 through 18 have been changed to improve the readability, accuracy, and usefulness of the report. The following five subsections summarize the modifications to these tables.

1) Table Nos. 10 through 13

Table Nos. 10 through 13 are used to address the first basic compliance question on Table No 18. The question is: “Did Extractions by Plaintiffs from the San Bernardino Basin Area for delivery to any service area exceed the maximum allowable?” There are thirty-two maximum allowable extraction or delivery amounts. Sixteen of them represent the maximum allowable in any year. The other sixteen represent the maximum allowable in any five-year period. (Sixteen equals four Plaintiffs times the total extraction plus three delivery areas.)

The modifications to Table Nos. 10 through 13 are relatively minor and do not affect the conclusions made in prior Annual Reports regarding Plaintiff compliance with provisions of the Judgment. However, the changes make the tables easier to read and understand.

As noted previously, any additional extractions made available pursuant to Judgment Paragraph VI(b)6 agreements need to be deducted from total extractions before determining compliance. Prior to 2013, the annual data in Tables Nos. 10 through 13 included such additional extractions and the five-year data excluded it. The amounts of extraction included and excluded were incorporated in numerous footnotes. The tables were very confusing and difficult to understand and use.

The data related to additional extractions has been deleted from the footnotes on Table Nos. 10 through 13. Footnotes are still necessary; but, only for the purpose of documenting the specific Paragraph VI(b)6 agreement that provides for exclusion of additional extractions from the determination of compliance.

The additional extractions are now included in columns on Table Nos. 3A-2 through 3D-2 in Chapter III. In these tables the additional extractions are subtracted from total extractions and the result is shown as extractions. These extraction amounts, excluding additional extractions, are used to generate compliance Table Nos. 10 through 13.

In the August 1, 2014 Annual Report, Paragraph 11 of the 2013 Judgment Paragraph VI(b)6 agreement was implemented. In order to account for the transfer of an under extraction in the amount of 2,459 acre-feet by the City of Riverside in 2013 to a holding account in Table Nos. 17B-1 and 17A as permitted under Paragraph 11, the amount of the transfer is shown as a negative additional extraction in Table No. 3A-2 (page 2 of 3). As a result the deliveries by the City of

Riverside for use outside San Bernardino Valley shown in Table No. 10 (pages 1c and 2b of 2) are greater than the actual deliveries by the amount of the 2,459 acre-feet transfer to the holding account.

In 2014, Table Nos. 10A through 13A were added to show allowable Plaintiff extractions for the year in which each annual report is published. Reference the new section of this chapter on page 107 where 2019 allowable extractions are discussed.

2) Table Nos. 14, 15A and 15B

Table Nos. 14 and 15A are used to determine new export by Western and San Bernardino Valley respectively. The determination is made by first subtracting the annual 1959-63 average export from the current year actual export. That amount is referred to as Total New Export. Then, the additional extractions made available to Plaintiffs and San Bernardino Valley pursuant to the high groundwater mitigation Paragraph VI(b)6 agreements are subtracted from Total New Export. The resulting determination of New Export is used in determining credit or obligation for Western and San Bernardino Valley in Table Nos. 16 and 17.

Prior to 2013, the additional new export now shown in Table No. 14 was subtracted from export in Table No. 1A of Report of Watermaster, Volume 6 as described in Chapter VII. The additional new export now shown in Table No. 15A was previously subtracted from new export in Table No. 17 and documented using footnotes that included the specific amounts of such additional new export.

The deduction of additional new export related to high groundwater mitigation is now more clearly shown in Table Nos. 14 and 15A. Only additional new export associated with the high groundwater mitigation program is deducted in Table Nos. 14 and 15A.

Table No. 15B is used to determine new deliveries from the San Bernardino Basin Area by users in San Bernardino County to lands within the Colton and Riverside Basin Areas. The determination is made by first subtracting the annual 1959-63 average deliveries from the current year actual deliveries to determine Total New Deliveries. Then, pursuant to the high groundwater mitigation Paragraph VI(b)6 agreements, the allowable amounts of Additional New Deliveries are subtracted from Total New Deliveries to determine New Deliveries for ultimate use in determining credit or obligation for San Bernardino Valley in Table No. 17.

3) Table Nos. 16 and 17

Table Nos. 16 and 17 are used to address the second and third basic compliance questions. Table No. 16 addresses the question: "Is Western required to replenish the Colton and Riverside Basin Areas?" Table No. 17 addresses the same question regarding San Bernardino Valley's obligation to replenish the San Bernardino Basin Area.

Table Nos. 16 and 17 are very important and very complex. Each table is the culmination of an extensive series of calculations that are complex largely because of the necessity to track return flow from applied natural safe yield water, imported water and new conservation water.

Diagram No. 1, Organization of Annual Report on page 19 shows that the ultimate source of data for Table No. 16 is Report of Watermaster, Volumes 1A through 6. The data inputs are as follows.

- a) Extractions from the Colton and Riverside Basin Areas by users within Western.

- b) New export resulting from delivery of extractions from all basins by Western users to areas not tributary to Riverside Narrows.
- c) Replenishment of imported water.
- d) Storm flow conservation between Bunker Hill Dike and Riverside Narrows by works financed by Western entities.
- e) Increase in return flow to Riverside Narrows from direct delivery of imported water and imported water recharged in and extracted from the San Bernardino Basin Area by Western pursuant to Judgment Paragraph VI(b)6 agreements.
- f) Return from use of new conservation water extracted by Plaintiffs.
- g) Decrease in return flow resulting from conversion of land use from agriculture to urban in a specified area within Western.

Table No. 16 shows the amount of credit or obligation resulting from each of these input activities in terms of how each transfer of water associated with each activity affects storage in the groundwater basins between Bunker Hill Dike and Riverside Narrows and thereby partially affects Base Flow at the Riverside Narrows. A credit indicates a potential increase in storage or Base Flow and an obligation indicates a potential decline in storage or Base Flow. A net accumulated obligation indicates that Western may be required to replenish the basins with imported water, subject to certain specific Judgment provisions.

The ultimate source of data inputs for Table No. 17 is Report of Watermaster, Volumes 1 and 7. The data inputs are as follows.

- a) Extractions from the San Bernardino Basin Area by users other than Plaintiffs.

- b) New export resulting from delivery of extractions from the San Bernardino Basin Area by users from within San Bernardino County to areas not tributary to the Riverside Narrows.
- c) New deliveries resulting from deliveries of extractions from the San Bernardino Basin Area by users from within San Bernardino County to the Colton Basin Area within San Bernardino Valley and Riverside Basin Areas within San Bernardino County.
- d) Replenishment of imported water.
- e) Return flow resulting from direct delivery of imported water by users in the San Bernardino Valley.
- f) Return from use of new conservation water extracted by users within San Bernardino Valley.
- g) Deliveries of imported water and pumped groundwater to Bear Valley Mutual Water Company (BVMWC) by San Bernardino Valley in-lieu of historic diversions of Santa Ana River streamflow that is retained in Big Bear Lake for the benefit of the local community.

Table No. 17 shows the amounts of credit or obligation associated with each activity similar to that described for Table No. 16. A net accumulated obligation in Table No. 17 indicates a requirement for San Bernardino Valley to provide replenishment.

The modifications to Table Nos. 16 and 17 are numerous. Because the tables are the culmination of data from many other tables, most of the modifications in other parts of the report affect amounts shown in these tables. So, the credits, obligations and net accumulated credit data may be different for

years prior to 2013. These data are also different as a result in changes in the logic used to generate the tables.

During preparation of the calendar year 2011 Annual Report filed with the Court in August 2012, Watermaster became concerned about the logic used in Table Nos. 16 and 17. As a result these tables were incomplete and a commitment was made to resolve the concern. The modifications include a resolution of the concern referenced in the August 2012 report.

The logic issue stems from uncertainty regarding the definition of a credit or obligation in Table Nos. 16 and 17. A credit or obligation can be defined in two ways. First, an amount of credit or obligation may be defined as the amount of under extraction (actual extraction less than allowable) or excess extraction (actual extraction greater than allowable). Second, a credit or obligation may be equal to the amount by which storage in the basin changes (positively or negatively) as a result of activity represented by the line of data in the table.

After thorough analysis, it has been determined that prior to the 2013 modifications some of the activities in Table Nos. 16 and 17 were based on the first definition and others on the second. The calculations related to excess extractions and under extractions were made using the first definition. All other determinations were made on the basis of the second definition.

The difference between results using the two definitions can be significant where use of the extraction is in the overlying basin and there is return flow to the basin. For example, if there is excess pumping of 15,000 acre-feet, one-third of the excess extraction or 5,000 acre-feet may return to the basin resulting in a loss of storage of only 10,000 acre-feet. Conversely, if an under extraction of the same amount occurs, the basin storage only increases by 10,000 acre-feet because failure to pump the 15,000 acre-feet results in a loss of return flow of 5,000 acre-feet.

Watermaster recognized the need for a consistent definition and chose the second definition largely because determinations based on how water transfers affect storage in the San Bernardino Basin Area would enable comparisons between Watermaster calculation of change in groundwater storage based on average hydrology (safe yield) to calculations of actual change in storage based on change in water level resulting from real hydrology. Therefore, Table Nos. 16 and 17 have been modified to cause all determinations for all water transfers or activities to be equal to the amount by which storage in the basin or Base Flow at the Riverside Narrows is affected by the activity.

Extractions from the Colton and Riverside Basin Areas by users within San Bernardino Valley are not included in Table No. 16. Such extractions also potentially affect storage or Base Flow at the Riverside Narrows. Therefore, extractions by users within Western are not the only factor affecting storage and Base Flow and are only partially responsible for any change in storage or Base Flow at Riverside Narrows.

In addition to the logic changes necessary to be consistent in defining credits and obligations, several other modifications to Table Nos. 16 and 17 were made as follows.

Table No. 16

- a) Based on the Judgment provision that allows under extractions in one basin to offset excess extractions in another basin, the Base Rights and extractions for the Colton Basin Area, Riverside Basin Area within San Bernardino County and Riverside Basin Area within Riverside County have been consolidated into Total Base Right and Total Extractions. From 1992 through 2010, accounting for each basin was separate and, as a result, there was no mechanism within the tables to

address excess extractions by using under extractions in an adjacent basin.

- b) New Export is subtracted from Total Extractions before determining if there are excess extractions or under extractions pursuant to the amended Judgment Paragraph VI(c)3. This prevents the “two-for-one” issue from recurring.
- c) The full amount of new export is shown as an obligation pursuant to Judgment Paragraph X.
- d) Return from Excess Extractions and Return from Under Extractions are included as credits and obligations in order to determine the partial effect of excess extractions and under extractions on Base Flow at the Riverside Narrows.
- e) New Export credits and obligations from Table No. 14 have been added to Table No. 16 so that the net accumulated credit includes all credits available to offset excess extractions. In Annual Reports prior to 2010 it was necessary to add the credits in Table No. 14 to the credits in Table No. 16 to determine total credits.
- f) A line has been added to enter amounts of replenishment of imported water. None has been replenished to date but could be in the future.
- g) A line has been added to enter amounts of storm flow conservation in the Colton and Riverside Basin Areas through facilities constructed and operated by Western entities.
- h) A line has been added to enter return from new conservation. Like imported water, the return flow from new conservation is not a component of the natural yield and therefore is available

for extraction. Adding the return component (36 percent) as a credit makes it available for use without replenishment.

Table No. 17

- a) Modifications b, c, d, and h described above for Table No. 16 were also made in Table No. 17.
- b) Table No. 17 also has additional modifications to account for new deliveries of extractions from San Bernardino Basin Area to the Colton and Riverside Basin Areas.
- c) In 2015, a new line entitled, “In-Lieu Deliveries Obligation,” was added under the “OBLIGATIONS” heading. This line shows in-lieu deliveries of imported water and groundwater by San Bernardino Valley pursuant to a 1996 agreement with Big Bear Municipal Water District. Under such agreement, San Bernardino Valley is obligated to deliver imported water and/or pumped groundwater to Bear Valley Mutual Water Company (BVMWC). The obligation is the amount necessary to meet BVMWC water requirements that would have been met by stream diversions if water had not been retained in Big Bear Lake to benefit the local mountain community.

4) Table Nos. 17B-1 through 17B-5 and 17C

In 2013 Table Nos. 17B-1 through 17B-5 were added to the Annual Report to account for the new conservation water resulting from operation of Seven Oaks Reservoir and related diversion and spreading facilities.

The tables show the amounts of new conservation allocated for use by each Plaintiff and entities in San Bernardino County other than Plaintiffs, the

amounts extracted and the remaining balance in the account described as (Credit).

In the April 1, 2014 Annual Report Table No. 17C was added to account for water in the Riverside Basin Mitigation Account. The table shows additions to the account in the form of annual average amounts resulting from long term forecasts of new conservation and specific year amounts resulting from single year events that result in new conservation not accounted for in the long term forecast of annual average amounts. The table also shows extractions and the resulting account balance in any year commencing in 2013.

In the August 1, 2014 Annual Report, Table Nos. 17A and 17B-1 through 17B-4 were modified to provide a mechanism to account for transfer of imported water from Plaintiff to Western pursuant to Paragraph 11 of the Judgment Paragraph VI(b)6 agreement. Reference pages 114-116 for a description of the modified tables.

5) Table No. 18

The original intent of Table No. 18 in the Annual Report for calendar year 1976 was to accomplish the following.

- a) To show whether or not Plaintiffs had exceeded their rights to extract from the San Bernardino Basin Area.
- b) To show the amount of replenishment required by Western and/or San Bernardino Valley.

Since a Court of Appeals found the entire watershed to be in overdraft prior to filing of complaints that led to the settlement in 1969, the expectation at the time was that replenishment water would be required routinely. That has not proven to be the case. In fact, neither district has ever been required to provide replenishment. Plaintiffs have also incurred very few violations. Out of a

potential for over 1,500 possible violations (48 years times 32 potential violations per year) very few have occurred.

In the years following 1976, Table No. 18 evolved into a much more detailed statement of credits and obligations for individual basins. Recently the table did not reflect the ability for under extractions to offset excess extractions by users within Western in the Colton and Riverside Basin Areas. The table implied that there could be a need for replenishment where none is required. Hence, during preparation of the Annual Report for calendar year 2012, Watermaster concluded that Table No. 18 was no longer an effective means of summarizing compliance with the general provisions of the Judgment as it was in 1976.

After considerable experimentation and review of alternative Table No. 18 designs, Watermaster selected a new design that is very consistent with the original intent in 1976. The resulting modified Table No. 18 is designed to directly address, and only address, in a concise, accurate, and easy to understand manner, the four basic questions regarding compliance with four general provisions of the Judgment. The modified Table No. 18, showing the responses to the four basic questions for the Calendar Year 2019 Annual Report, is described in the Summary of Compliance on page 118.

ANNUAL ACCOUNTING OF EXTRACTATIONS BY THE CITY OF RIVERSIDE
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and the Gage Canal Company)
ANNUAL TOTALS

(All Values in Acre-Feet)

Calendar Year	Verified Extractions from the San Bernardino Basin Area				Delivery for Use in San Bernardino Basin Area				Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County				Delivery for Use in Areas Outside San Bernardino Valley								
	Adjusted		Maximum		Adjusted		Maximum		Adjusted		Maximum		Adjusted		Maximum						
	Right	1	Allowable	2	Extractions	3	Right	4	Allowable	2	Deliveries	3	Right	4	Allowable	2	Deliveries	3			
1971	53,448		69,482		53,882		1,462		1,901		98		1,260		1,638		50,726		65,944		53,115
1972	52,199		67,859		45,694		1,427		1,855		85		1,230		1,599		49,542		64,405		45,062
1973	52,199		67,859		43,022		1,427		1,855		156		1,230		1,599		49,542		64,405		42,354
1974	52,199		67,859		43,367		1,427		1,855		0		1,230		1,599		49,542		64,405		42,603
1975	52,199		67,859		47,962		1,427		1,855		0		1,230		1,599		49,542		64,405		47,464
1976	52,199		67,859		51,374		1,427		1,855		0		1,230		1,599		49,542		64,405		50,851
1977	52,199		67,859		50,999		1,427		1,855		0		1,230		1,599		49,542		64,405		50,653
1978	52,199		67,859		45,384		1,427		1,855		646		1,230		1,599		49,542		64,405		44,437
1979	52,199		67,859		52,377		1,427		1,855		0		1,230		1,599		49,542		64,405		51,962
1980	52,199		67,859		50,756		1,427		1,855		383		1,230		1,599		49,542		64,405		50,373
1981	52,199		67,859		51,009		1,427		1,855		724		1,230		1,599		49,542		64,405		50,285
1982	52,199		67,859		49,599		1,427		1,855		162		1,230		1,599		49,542		64,405		49,437
1983	52,199		67,859		45,988		1,427		1,855		335		1,230		1,599		49,542		64,405		45,653
1984	52,199		67,859		49,574		1,427		1,855		41		1,230		1,599		49,542		64,405		49,533
1985	52,199		67,859		49,601		1,427		1,855		59		1,230		1,599		49,542		64,405		49,542
1986	52,199		67,859		49,979		1,427		1,855		437		1,230		1,599		49,542		64,405		49,542
1987	52,199		67,859		49,876		1,427		1,855		334		1,230		1,599		49,542		64,405		49,542
1988	52,199		67,859		50,311		1,427		1,855		815		1,230		1,599		49,542		64,405		49,496
1989	52,199		67,859		50,784		1,427		1,855		28		1,230		1,599		49,542		64,405		50,756
1990	52,199		67,859		47,637		1,427		1,855		23		1,230		1,599		49,542		64,405		47,614

ANNUAL ACCOUNTING OF EXTRACTIONS BY THE CITY OF RIVERSIDE
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and the Gage Canal Company)
ANNUAL TOTALS

(All Values in Acre-Feet)

Calendar Year	Verified Extractions from the San Bernardino Basin Area					Delivery for Use in San Bernardino Basin Area					Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County					Delivery for Use in Areas Outside San Bernardino Valley				
	Adjusted		Maximum		Extractions 3	Adjusted		Maximum		Deliveries 3	Adjusted		Maximum		Deliveries 3	Adjusted		Maximum		Deliveries 3
	Right	1	Allowable	2		Right	4	Allowable	2		Right	4	Allowable	2		Right	1	Allowable	2	
1991	52,199		67,859		49,697	1,427		1,855		161	1,230		1,599		0	49,542		64,405		49,536
1992	52,199		67,859		43,062	1,427		1,855		203	1,230		1,599		0	49,542		64,405		42,859
1993	52,199		67,859		44,854	1,427		1,855		-108	1,230		1,599		0	49,542		64,405		42,197
1994	52,199		67,859		51,340	1,427		1,855		46	1,230		1,599		0	49,542		64,405		49,542
1995	52,199		67,859		49,593	1,427		1,855		99	1,230		1,599		0	49,542		64,405		46,936
1996	52,199		67,859		54,992	1,427		1,855		278	1,230		1,599		0	49,542		64,405		52,335
1997	52,199		67,859		52,443	1,427		1,855		494	1,230		1,599		0	49,542		64,405		49,786
1998	52,199		67,859		47,746	1,427		1,855		0	1,230		1,599		0	49,542		64,405		47,746
1999	52,199		67,859		52,199	1,427		1,855		181	1,230		1,599		0	49,542		64,405		49,542
2000	52,199		67,859		52,199	1,427		1,855		117	1,230		1,599		0	49,542		64,405		49,542
2001	52,199		67,859		52,199	1,427		1,855		229	1,230		1,599		0	49,542		64,405		49,542
2002	52,199		67,859		52,199	1,427		1,855		172	1,230		1,599		0	49,542		64,405		49,542
2003	52,199		67,859		54,514	1,427		1,855		10	1,230		1,599		0	49,542		64,405		54,504
2004	52,199		67,859		52,199	1,427		1,855		0	1,230		1,599		0	49,542		64,405		49,542
2005	52,199		67,859		44,696	1,427		1,855		13	1,230		1,599		0	49,542		64,405		44,683
2006	52,199		67,859		49,444	1,427		1,855		30	1,230		1,599		0	49,542		64,405		49,414
2007	52,199		67,859		49,559	1,427		1,855		39	1,230		1,599		0	49,542		64,405		49,520
2008	52,199		67,859		53,581	1,427		1,855		70	1,230		1,599		0	49,542		64,405		53,511
2009	52,199		67,859		43,061	1,427		1,855		121	1,230		1,599		0	49,542		64,405		42,940
2010	52,199		67,859		45,713	1,427		1,855		80	1,230		1,599		0	49,542		64,405		45,633

TABLE NO. 10
ANNUAL ACCOUNTING OF EXTRACTIIONS BY THE CITY OF RIVERSIDE
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and the Gage Canal Company)
ANNUAL TOTALS
(All Values in Acre-Feet)

Calendar Year	Verified Extractions from the San Bernardino Basin Area				Delivery for Use in San Bernardino Basin Area				Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County				Delivery for Use in Areas Outside San Bernardino Valley									
	Adjusted		Maximum	Extractions 3	Adjusted		Maximum	Deliveries 3	Adjusted		Maximum	Deliveries 3	Adjusted		Maximum							
	Right	1	Allowable		2	Right	4		Allowable	2	Right		1	Allowable	2	Right	1	Allowable	2			
2011	52,199		67,859		46,488		1,427		1,855		72		1,230		1,599		0	49,542		64,405		46,416
2012	52,199		67,859		52,506		1,427		1,855		13		1,230		1,599		0	49,542		64,405		52,493
2013	53,918		70,093		52,617		1,427		1,855		11		1,230		1,599		0	51,261		66,639		52,606
2014	53,918		70,093		49,433		1,427		1,855		18		1,230		1,599		0	51,261		66,639		49,415
2015	53,918		70,093		50,037		1,427		1,855		286		1,230		1,599		0	51,261		66,639		49,751
2016	53,918		70,093		46,632		1,427		1,855		384		1,230		1,599		0	51,261		66,639		46,248
2017	53,918		70,093		50,456		1,427		1,855		373		1,230		1,599		0	51,261		66,639		50,083
2018	53,918		70,093		49,888		1,427		1,855		22		1,230		1,599		0	51,261		66,639		49,866
2019	53,918		70,093		42,527		1,427		1,855		21		1,230		1,599		0	51,261		66,639		42,506
2020	53,918		70,093				1,427		1,855				1,230		1,599			51,261		66,639		

See Report of Watermaster, Tables 3A-1 and 3A-2.

1 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation.

2 Maximum Allowable for any one year, not to exceed 130% of Adjusted Right.

3 Extractions and Deliveries from Table No. 3A-2.

4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.

Note: Annual Accounting of Extractions as required in Paragraphs V and VI of the Judgment.

TABLE NO. 10

**ANNUAL ACCOUNTING OF EXTRACTATIONS BY THE CITY OF RIVERSIDE
FROM THE SAN BERNARDINO BASIN AREA**

Page 2a of 2

FOR DELIVERY TO EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and the Gage Canal Company)
FIVE-YEAR TOTALS
(All Values in Acre-Feet)

Five-Year Period	(All Values in Acre-Feet)																			
	Verified Extractions from the San Bernardino Basin Area						Delivery for Use in San Bernardino Basin Area				Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County				Delivery for Use in Areas Outside San Bernardino Valley					
	Adjusted		Maximum		Extractions		Adjusted		Maximum		Deliveries		Adjusted		Maximum		Deliveries			
	Right	1	Allowable	2	3	Right	4	Allowable	2	3	Right	4	Allowable	2	3	Right	1	Allowable	2	3
1971-75	262,244		262,244		233,927	7,170		7,170		339	6,180		6,180		2,990	248,894		248,894		230,598
1972-76	260,995		260,995		231,419	7,135		7,135		241	6,150		6,150		2,844	247,710		247,710		228,334
1973-77	260,995		260,995		236,724	7,135		7,135		156	6,150		6,150		2,643	247,710		247,710		233,925
1974-78	260,995		260,995		239,086	7,135		7,135		646	6,150		6,150		2,432	247,710		247,710		236,008
1975-79	260,995		260,995		248,096	7,135		7,135		646	6,150		6,150		2,083	247,710		247,710		245,367
1976-80	260,995		260,995		250,890	7,135		7,135		1,029	6,150		6,150		1,585	247,710		247,710		248,276
1977-81	260,995		260,995		250,525	7,135		7,135		1,753	6,150		6,150		1,062	247,710		247,710		247,710
1978-82	260,995		260,995		249,125	7,135		7,135		1,915	6,150		6,150		716	247,710		247,710		246,494
1979-83	260,995		260,995		249,729	7,135		7,135		1,604	6,150		6,150		415	247,710		247,710		247,710
1980-84	260,995		260,995		246,926	7,135		7,135		1,645	6,150		6,150		0	247,710		247,710		245,281
1981-85	260,995		260,995		245,771	7,135		7,135		1,321	6,150		6,150		0	247,710		247,710		244,450
1982-86	260,995		260,995		244,741	7,135		7,135		1,034	6,150		6,150		0	247,710		247,710		243,707
1983-87	260,995		260,995		245,018	7,135		7,135		1,206	6,150		6,150		0	247,710		247,710		243,812
1984-88	260,995		260,995		249,341	7,135		7,135		1,686	6,150		6,150		0	247,710		247,710		247,655
1985-89	260,995		260,995		250,551	7,135		7,135		1,673	6,150		6,150		0	247,710		247,710		248,878
1986-90	260,995		260,995		248,587	7,135		7,135		1,637	6,150		6,150		0	247,710		247,710		246,950
1987-91	260,995		260,995		248,305	7,135		7,135		1,361	6,150		6,150		0	247,710		247,710		246,944
1988-92	260,995		260,995		241,491	7,135		7,135		1,230	6,150		6,150		0	247,710		247,710		240,261
1989-93	260,995		260,995		236,034	7,135		7,135		307	6,150		6,150		0	247,710		247,710		232,962
1990-94	260,995		260,995		236,590	7,135		7,135		325	6,150		6,150		0	247,710		247,710		231,748

TABLE NO. 10

**ANNUAL ACCOUNTING OF EXTRACTATIONS BY THE CITY OF RIVERSIDE
FROM THE SAN BERNARDINO BASIN AREA**

Page 2b of 2

FOR DELIVERY TO EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and the Gage Canal Company)
FIVE-YEAR TOTALS
(All Values in Acre-Feet)

Five-Year Period	(All Values in Acre-Feet)																			
	Verified Extractions from the San Bernardino Basin Area						Delivery for Use in San Bernardino Basin Area				Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County				Delivery for Use in Areas Outside San Bernardino Valley					
	Adjusted		Maximum	Extractions		Maximum		Deliveries		Maximum		Deliveries		Adjusted		Maximum	Deliveries			
	Right	1	Allowable	2	3	Adjusted	4	Allowable	2	3	Adjusted	4	Allowable	2	3	Adjusted	1	Allowable	2	3
	Right	1	Allowable	2	3	Right	4	Allowable	2	3	Right	4	Allowable	2	3	Right	1	Allowable	2	3
1991-95	260,995		260,995		238,546	7,135	7,135	7,135		401	6,150	6,150	6,150		0	247,710		247,710		231,070
1992-96	260,995		260,995		243,841	7,135	7,135	7,135		518	6,150	6,150	6,150		0	247,710		247,710		233,869
1993-97	260,995		260,995		253,222	7,135	7,135	7,135		809	6,150	6,150	6,150		0	247,710		247,710		240,796
1994-98	260,995		260,995		256,114	7,135	7,135	7,135		917	6,150	6,150	6,150		0	247,710		247,710		246,345
1995-99	260,995		260,995		256,973	7,135	7,135	7,135		1,052	6,150	6,150	6,150		0	247,710		247,710		246,345
1996-00	260,995		260,995		259,579	7,135	7,135	7,135		1,070	6,150	6,150	6,150		0	247,710		247,710		248,951
1997-01	260,995		260,995		256,786	7,135	7,135	7,135		1,021	6,150	6,150	6,150		0	247,710		247,710		246,158
1998-02	260,995		260,995		256,542	7,135	7,135	7,135		699	6,150	6,150	6,150		0	247,710		247,710		245,914
1999-03	260,995		260,995		263,310	7,135	7,135	7,135		709	6,150	6,150	6,150		0	247,710		247,710		252,672
2000-04	260,995		260,995		263,310	7,135	7,135	7,135		528	6,150	6,150	6,150		0	247,710		247,710		252,672
2001-05	260,995		260,995		255,807	7,135	7,135	7,135		424	6,150	6,150	6,150		0	247,710		247,710		247,813
2002-06	260,995		260,995		253,052	7,135	7,135	7,135		225	6,150	6,150	6,150		0	247,710		247,710		247,685
2003-07	260,995		260,995		250,412	7,135	7,135	7,135		92	6,150	6,150	6,150		0	247,710		247,710		247,663
2004-08	260,995		260,995		249,479	7,135	7,135	7,135		152	6,150	6,150	6,150		0	247,710		247,710		246,670
2005-09	260,995		260,995		240,341	7,135	7,135	7,135		273	6,150	6,150	6,150		0	247,710		247,710		240,068
2006-10	260,995		260,995		241,358	7,135	7,135	7,135		340	6,150	6,150	6,150		0	247,710		247,710		241,018
2007-11	260,995		260,995		238,402	7,135	7,135	7,135		382	6,150	6,150	6,150		0	247,710		247,710		238,020
2008-12	260,995		260,995		241,349	7,135	7,135	7,135		356	6,150	6,150	6,150		0	247,710		247,710		240,993
2009-13	262,714		262,714		240,385	7,135	7,135	7,135		297	6,150	6,150	6,150		0	249,429		249,429		240,088
2010-14	264,433		264,433		246,757	7,135	7,135	7,135		194	6,150	6,150	6,150		0	251,148		251,148		246,563

(All Values in Acre-Feet)																										
Five-Year Period	Verified Extractions from the San Bernardino Basin Area					Delivery for Use in San Bernardino Basin Area					Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County					Delivery for Use in Areas Outside San Bernardino Valley										
	Adjusted Right	1	Maximum Allowable	2	Extractions	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3	Adjusted Right	1	Maximum Allowable	2	Deliveries	3		
2011-15	266,152		266,152		251,081		7,135		7,135		400		6,150		6,150		6,150		0		252,867		252,867		250,681	
2012-16	267,871		267,871		251,225		7,135		7,135		712		6,150		6,150		6,150		0		254,586		254,586		250,513	
2013-17	269,590		269,590		249,175		7,135		7,135		1,072		6,150		6,150		6,150		0		256,305		256,305		248,103	
2014-18	269,590		269,590		246,446		7,135		7,135		1,083		6,150		6,150		6,150		0		256,305		256,305		245,363	
2015-19	269,590		269,590		239,540		7,135		7,135		1,086		6,150		6,150		6,150		0		256,305		256,305		238,454	
2016-20	269,590		269,590				7,135		7,135				6,150		6,150		6,150				256,305		256,305			
Excess Extractions 2015-19			(30,050)	*					(6,049)	*					(6,150)	*									(17,851)	*
* Parentheses indicate that Extractions and Deliveries are less than Adjusted Right																										

* Parentheses indicate that Extractions and Deliveries are less than Adjusted Right

- 1 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation.
- 2 Maximum allowable for the five-year period is the same as the five-year-period Adjusted Right.
- 3 Extractions and Deliveries from Table No. 3A-2.
- 4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.

TABLE NO. 10A
ALLOWABLE EXTRACTIONS BY THE CITY OF RIVERSIDE
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and the Gage Canal Company)

CALENDAR YEAR 2020
(All Values in Acre-Feet)

		Allowable Total Extractions from the San Bernardino Basin Area	Allowable Delivery for Use in San Bernardino Basin Area	Allowable Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Allowable Delivery for Use in Areas Outside San Bernardino Valley
Allowable Extraction Based on Adjusted Right	1	70,083	1,855	1,599	66,639
Imported Water Available In Holding Account	2	2,459	See Footnote 5	See Footnote 5	2,459
New Conservation Water Available	3	9,635	See Footnote 6	See Footnote 6	9,635
Total Allowable Extraction	4	82,177	1,855	1,599	78,733

TABLE NO. 10A
ALLOWABLE EXTRACTIONS BY THE CITY OF RIVERSIDE
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
(Including those rights acquired as successor to the
Riverside Water Company and the Gage Canal Company)

CALENDAR YEAR 2020
(All Values in Acre-Feet)

- 1 Component of Total Allowable Extractions available through the adjusted right which is equal to the 1959-63 base period extractions minus an adjustment for safe yield and plus an adjustment to include new conservation water forecast to result from long term operation of Seven Oaks Reservoir and diversion of increased amounts for recharge at the Santa Ana River Spreading Grounds. The Allowable Delivery amounts are the adjusted right for the five year period ending with the subject year minus the sum of the Deliveries (Table 10, Page 1c of 2) for the previous four years or the Maximum Allowable annual delivery (1.3 times average annual allowable delivery) whichever is the lesser. Allowable Total Extractions is the sum of the allowable deliveries.
- 2 Component of Total Allowable Extraction available if Western has previously transferred to the City of Riverside the right to extract imported water and the City of Riverside has under extracted water in an amount equal to or less than the sum of the rights to extract that were previously transferred. The amount available for extraction by the City of Riverside is accounted for in Table No. 17B-1, and is referred to as Imported Water Net Accumulated (Credit).
- 3 Component of Total Allowable Extraction available as a result of Western, San Bernardino Valley and the Riverside Court approving a Judgment Paragraph VI (b) 6 agreement providing an allocation of new conservation water determined by Watermaster to have resulted from operation of Seven Oaks Reservoir from 1998 through 2012 and any future Judgment Paragraph VI (b) 6 agreement allocating new conservation water determined by Watermaster to have resulted from a future hydrologic event that resulted in direct use of Seven Oaks water or recharge of the San Bernardino Basin Area with Seven Oaks water in areas other than the Santa Ana River Spreading Grounds provided the capability to recharge at the Spreading Grounds has been fully utilized. The amount available for extraction by Riverside is accounted for in Table No. 17B-1, and is referred to as New Conservation Net Accumulated (Credit).
- 4 The Total Allowable Extraction is the sum of the allowable components described in Footnotes 1, 2 and 3.
- 5 Watermaster anticipates that the City of Riverside will not have excess extractions for delivery in the San Bernardino Basin Area or in the Colton and Riverside Basin Areas in San Bernardino County and therefore it is unlikely that Western will transfer a right to extract imported water for delivery in these areas. Therefore, it is unlikely that imported water resulting from under extractions will become available to the City of Riverside for delivery in these areas. However, if transfers of imported water and under extractions do occur, Watermaster will account for such occurrences at that time.
- 6 Watermaster anticipates that the City of Riverside will not have excess extractions for delivery in the San Bernardino Basin Area or in the Colton and Riverside Basin Areas in San Bernardino County and therefore the City of Riverside is unlikely to choose to use its allocation of new conservation water for deliveries in these areas. However, if excess extractions occur in these areas, the City of Riverside will likely choose to use its new conservation allocation to address the excess extraction and Watermaster will account for such use at that time.

TABLE NO. 11
ANNUAL ACCOUNTING OF EXTRACTIIONS BY RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
ANNUAL TOTALS

(All Values in Acre-Feet)

Calendar Year	Verified Extractions from the San Bernardino Basin Area				Delivery for Use in San Bernardino Basin Area				Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County				Delivery for Use in Areas Outside San Bernardino Valley			
	Adjusted		Maximum		Adjusted		Maximum		Adjusted		Maximum		Adjusted		Maximum	
	Right		Allowable		Right		Allowable		Right		Allowable		Right		Allowable	
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1971	4,399	5,719	4,012	0	0	0	0	0	2,509	3,262	2,385	0	1,890	2,457	1,627	0
1972	4,294	5,582	4,532	0	0	0	0	0	2,449	3,184	2,229	0	1,845	2,399	2,303	0
1973	4,294	5,582	3,512	0	0	0	0	0	2,449	3,184	1,744	0	1,845	2,399	1,768	0
1974	4,294	5,582	4,888	0	0	0	0	0	2,449	3,184	1,979	0	1,845	2,399	2,909	0
1975	4,294	5,582	4,709	0	0	0	0	0	2,449	3,184	1,996	0	1,845	2,399	2,713	0
1976	4,294	5,582	4,520	0	0	0	0	0	2,449	3,184	2,051	0	1,845	2,399	2,469	0
1977	4,294	5,582	3,583	0	0	0	0	0	2,449	3,184	1,820	0	1,845	2,399	1,763	0
1978	4,294	5,582	1,350	0	0	0	0	0	2,449	3,184	1,051	0	1,845	2,399	299	0
1979	4,294	5,582	3,369	0	0	0	0	0	2,449	3,184	1,782	0	1,845	2,399	1,587	0
1980	4,294	5,582	3,677	0	0	0	0	0	2,449	3,184	2,060	0	1,845	2,399	1,617	0
1981	4,294	5,582	3,604	0	0	0	0	0	2,449	3,184	2,148	0	1,845	2,399	1,456	0
1982	4,294	5,582	2,795	0	0	0	0	0	2,449	3,184	1,776	0	1,845	2,399	1,019	0
1983	4,294	5,582	3,162	0	0	0	0	0	2,449	3,184	2,319	0	1,845	2,399	843	0
1984	4,294	5,582	4,759	0	0	0	0	0	2,449	3,184	2,671	0	1,845	2,399	2,088	0
1985	4,294	5,582	3,312	0	0	0	0	0	2,449	3,184	1,978	0	1,845	2,399	1,334	0
1986	4,294	5,582	4,744	0	0	0	0	0	2,449	3,184	2,128	0	1,845	2,399	2,616	0
1987	4,294	5,582	3,919	0	0	0	0	0	2,449	3,184	2,229	0	1,845	2,399	1,690	0
1988	4,294	5,582	4,775	0	0	0	0	0	2,449	3,184	2,229	0	1,845	2,399	2,546	0
1989	4,294	5,582	4,681	0	0	0	0	0	2,449	3,184	1,968	0	1,845	2,399	2,713	0
1990	4,294	5,582	4,092	0	0	0	0	0	2,449	3,184	2,313	0	1,845	2,399	1,779	0

TABLE NO. 11
ANNUAL ACCOUNTING OF EXTRACTATIONS BY RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
ANNUAL TOTALS

Calendar Year	(All Values in Acre-Feet)																	
	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County			Delivery for Use in Areas Outside San Bernardino Valley								
	Adjusted Right	1	Maximum Allowable	2	Extractions	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3						
													Adjusted Right	4	Maximum Allowable	2	Deliveries	3
1,845	2,399	1,845	2,399	1,845	2,399	1,845	2,399	1,845	2,399	1,845	2,399							
1991	4,294	5,582	3,021	0	0	0	2,449	3,184	1,669	1,845	2,399	1,352						
1992	4,294	5,582	4,052	0	0	0	2,449	3,184	2,275	1,845	2,399	1,777						
1993	4,294	5,582	3,241	0	0	0	2,449	3,184	1,777	1,845	2,399	1,464						
1994	4,294	5,582	4,324	0	0	0	2,449	3,184	2,201	1,845	2,399	2,123						
1995	4,294	5,582	3,955	0	0	0	2,449	3,184	2,146	1,845	2,399	1,809						
1996	4,294	5,582	4,588	0	0	0	2,449	3,184	2,756	1,845	2,399	1,832						
1997	4,294	5,582	4,476	0	0	0	2,449	3,184	2,656	1,845	2,399	1,820						
1998	4,294	5,582	2,787	0	0	0	2,449	3,184	1,961	1,845	2,399	826						
1999	4,294	5,582	2,931	0	0	0	2,449	3,184	2,082	1,845	2,399	849						
2000	4,294	5,582	2,856	0	0	0	2,449	3,184	2,811	1,845	2,399	45						
2001	4,294	5,582	2,665	0	0	0	2,449	3,184	2,547	1,845	2,399	118						
2002	4,294	5,582	2,399	0	0	0	2,449	3,184	2,271	1,845	2,399	128						
2003	4,294	5,582	3,878	0	0	0	2,449	3,184	2,036	1,845	2,399	1,842						
2004	4,294	5,582	1,754	0	0	0	2,449	3,184	1,304	1,845	2,399	450						
2005	4,294	5,582	2,135	0	0	0	2,449	3,184	441	1,845	2,399	1,694						
2006	4,294	5,582	2,928	0	0	0	2,449	3,184	1,198	1,845	2,399	1,730						
2007	4,294	5,582	3,633	0	0	0	2,449	3,184	1,772	1,845	2,399	1,861						
2008	4,294	5,582	2,730	0	0	0	2,449	3,184	2,054	1,845	2,399	676						
2009	4,294	5,582	1,648	0	0	0	2,449	3,184	1,073	1,845	2,399	575						
2010	4,294	5,582	1,136	0	0	0	2,449	3,184	629	1,845	2,399	507						

TABLE NO. 11
ANNUAL ACCOUNTING OF EXTRACTIIONS BY RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
ANNUAL TOTALS

(All Values in Acre-Feet)

Calendar Year	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County			Delivery for Use in Areas Outside San Bernardino Valley		
	Adjusted Right	Maximum Allowable	Extractions	Adjusted Right	Maximum Allowable	Deliveries	Adjusted Right	Maximum Allowable	Deliveries	Adjusted Right	Maximum Allowable	Deliveries
2011	4,294	5,582	1,655	0	0	0	2,449	3,184	1,477	1,845	2,399	178
2012	4,294	5,582	2,135	0	0	0	2,449	3,184	1,914	1,845	2,399	221
2013	4,435	5,766	2,873	0	0	0	2,449	3,184	2,018	1,986	2,582	855
2014	4,435	5,766	2,076	0	0	0	2,449	3,184	1,469	1,986	2,582	607
2015	4,435	5,766	3,400	0	0	0	2,449	3,184	1,300	1,986	2,582	2,100
2016	4,435	5,766	3,040	0	0	0	2,449	3,184	1,111	1,986	2,582	1,929
2017	4,435	5,766	1,903	0	0	0	2,449	3,184	1,221	1,986	2,582	682
2018	4,435	5,766	2,641	0	0	0	2,449	3,184	1,759	1,986	2,582	882
2019	4,435	5,766	2,939	0	0	0	2,449	3,184	1,980	1,986	2,582	958
2020	4,435	5,766		0	0		2,449	3,184		1,986	2,582	

See Report of Watermaster, Tables 3B-1 and 3B-2.

1 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation.

2 Maximum Allowable for any one year, not to exceed 130% of Adjusted Right.

3 Extractions and Deliveries from Table No. 3B-2. (Volume 1A, Table 3)

4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.

Note: Annual Accounting of Extractions as required in Paragraphs V and VI of the Judgment.

TABLE NO. 11
ANNUAL ACCOUNTING OF EXTRACTONS BY RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
FIVE-YEAR TOTALS

(All Values in Acre-Feet)

Five-Year Period	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County			Delivery for Use in Areas Outside San Bernardino Valley		
	Adjusted Right	Maximum Allowable	Extractions	Adjusted Right	Maximum Allowable	Deliveries	Adjusted Right	Maximum Allowable	Deliveries	Adjusted Right	Maximum Allowable	Deliveries
1971-75	21,575	21,575	21,653	0	0	0	12,305	12,305	10,333	9,270	9,270	11,320
1972-76	21,470	21,470	22,161	0	0	0	12,245	12,245	9,999	9,225	9,225	12,162
1973-77	21,470	21,470	21,212	0	0	0	12,245	12,245	9,590	9,225	9,225	11,622
1974-78	21,470	21,470	19,050	0	0	0	12,245	12,245	8,897	9,225	9,225	10,153
1975-79	21,470	21,470	17,531	0	0	0	12,245	12,245	8,700	9,225	9,225	8,831
1976-80	21,470	21,470	16,499	0	0	0	12,245	12,245	8,764	9,225	9,225	7,735
1977-81	21,470	21,470	15,583	0	0	0	12,245	12,245	8,861	9,225	9,225	6,722
1978-82	21,470	21,470	14,795	0	0	0	12,245	12,245	8,817	9,225	9,225	5,978
1979-83	21,470	21,470	16,607	0	0	0	12,245	12,245	10,085	9,225	9,225	6,522
1980-84	21,470	21,470	17,997	0	0	0	12,245	12,245	10,974	9,225	9,225	7,023
1981-85	21,470	21,470	17,632	0	0	0	12,245	12,245	10,892	9,225	9,225	6,740
1982-86	21,470	21,470	18,772	0	0	0	12,245	12,245	10,872	9,225	9,225	7,900
1983-87	21,470	21,470	19,896	0	0	0	12,245	12,245	11,325	9,225	9,225	8,571
1984-88	21,470	21,470	21,509	0	0	0	12,245	12,245	11,235	9,225	9,225	10,274
1985-89	21,470	21,470	21,431	0	0	0	12,245	12,245	10,532	9,225	9,225	10,899
1986-90	21,470	21,470	22,211	0	0	0	12,245	12,245	10,867	9,225	9,225	11,344
1987-91	21,470	21,470	20,488	0	0	0	12,245	12,245	10,408	9,225	9,225	10,080
1988-92	21,470	21,470	20,621	0	0	0	12,245	12,245	10,454	9,225	9,225	10,167
1989-93	21,470	21,470	19,087	0	0	0	12,245	12,245	10,002	9,225	9,225	9,085
1990-94	21,470	21,470	18,730	0	0	0	12,245	12,245	10,235	9,225	9,225	8,495

TABLE NO. 11
ANNUAL ACCOUNTING OF EXTRACTONS BY RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
FIVE-YEAR TOTALS

(All Values in Acre-Feet)

Five-Year Period	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County			Delivery for Use in Areas Outside San Bernardino Valley							
	Adjusted Right	Maximum Allowable	2	Extractions	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3	Adjusted Right	1	Maximum Allowable	2	Deliveries	3
1991-95	21,470	21,470	21,470	18,593	0	0	0	0	0	12,245	10,068	9,225	9,225	9,225	9,225	8,525	
1992-96	21,470	21,470	21,470	20,160	0	0	0	0	0	12,245	11,155	9,225	9,225	9,225	9,225	9,005	
1993-97	21,470	21,470	21,470	20,584	0	0	0	0	0	12,245	11,536	9,225	9,225	9,225	9,225	9,048	
1994-98	21,470	21,470	21,470	20,130	0	0	0	0	0	12,245	11,720	9,225	9,225	9,225	9,225	8,410	
1995-99	21,470	21,470	21,470	18,737	0	0	0	0	0	12,245	11,601	9,225	9,225	9,225	9,225	7,136	
1996-00	21,470	21,470	21,470	17,638	0	0	0	0	0	12,245	12,266	9,225	9,225	9,225	9,225	5,372	
1997-01	21,470	21,470	21,470	15,715	0	0	0	0	0	12,245	12,057	9,225	9,225	9,225	9,225	3,658	
1998-02	21,470	21,470	21,470	13,638	0	0	0	0	0	12,245	11,672	9,225	9,225	9,225	9,225	1,966	
1999-03	21,470	21,470	21,470	14,729	0	0	0	0	0	12,245	11,747	9,225	9,225	9,225	9,225	2,982	
2000-04	21,470	21,470	21,470	13,552	0	0	0	0	0	12,245	10,969	9,225	9,225	9,225	9,225	2,583	
2001-05	21,470	21,470	21,470	12,831	0	0	0	0	0	12,245	8,599	9,225	9,225	9,225	9,225	4,232	
2002-06	21,470	21,470	21,470	13,094	0	0	0	0	0	12,245	7,250	9,225	9,225	9,225	9,225	5,844	
2003-07	21,470	21,470	21,470	14,328	0	0	0	0	0	12,245	6,751	9,225	9,225	9,225	9,225	7,577	
2004-08	21,470	21,470	21,470	13,180	0	0	0	0	0	12,245	6,769	9,225	9,225	9,225	9,225	6,411	
2005-09	21,470	21,470	21,470	13,074	0	0	0	0	0	12,245	6,538	9,225	9,225	9,225	9,225	6,536	
2006-10	21,470	21,470	21,470	12,075	0	0	0	0	0	12,245	6,726	9,225	9,225	9,225	9,225	5,349	
2007-11	21,470	21,470	21,470	10,802	0	0	0	0	0	12,245	7,005	9,225	9,225	9,225	9,225	3,797	
2008-12	21,470	21,470	21,470	9,304	0	0	0	0	0	12,245	7,147	9,225	9,225	9,225	9,225	2,157	
2009-13	21,611	21,611	21,611	9,447	0	0	0	0	0	12,245	7,111	9,366	9,366	9,366	9,366	2,336	
2010-14	21,752	21,752	21,752	9,875	0	0	0	0	0	12,245	7,507	9,507	9,507	9,507	9,507	2,368	

TABLE NO. 11
ANNUAL ACCOUNTING OF EXTRACTIONS BY RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
FIVE-YEAR TOTALS

(All Values in Acre-Feet)

Five-Year Period	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County			Delivery for Use in Areas Outside San Bernardino Valley									
	Adjusted	Maximum	Extractions	Adjusted	Maximum	Deliveries	Adjusted	Maximum	Deliveries	Adjusted	Maximum	Deliveries							
	Right	1	Allowable	2	3	4	Allowable	2	3	Right	1	Allowable	2	3					
2011-15	21,893		21,893		12,139	0	0		0	12,245		12,245		8,178	9,648		9,648		3,961
2012-16	22,034		22,034		13,524	0	0		0	12,245		12,245		7,812	9,789		9,789		5,712
2013-17	22,175		22,175		13,292	0	0		0	12,245		12,245		7,119	9,930		9,930		6,173
2014-18	22,175		22,175		13,060	0	0		0	12,245		12,245		6,860	9,930		9,930		6,200
2015-19	22,175		22,175		13,923	0	0		0	12,245		12,245		7,371	9,930		9,930		6,551
2016-20	22,175		22,175			0	0		0	12,245		12,245			9,930		9,930		

Excess

Extractions

2015-19 (8,252) *

0 *

(4,874) *

(3,379) *

* Parentheses indicate that Extractions and Deliveries are less than Adjusted Right.

1 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation.

2 Maximum allowable for the five-year period is the same as the five-year-period Adjusted Right

3 Extractions and Deliveries from Table No. 3B-2.

4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.

TABLE NO. 11A
ALLOWABLE EXTRACTIONS BY RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA

CALENDAR YEAR 2020
(All Values in Acre-Feet)

		Allowable Total Extractions from the San Bernardino Basin Area	Allowable Delivery for Use in San Bernardino Basin Area	Allowable Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Allowable Delivery for Use in Areas Outside San Bernardino Valley
Allowable Extraction Based on Adjusted Right	1	5,766	0	3,184	2,582
Imported Water Available In Holding Account	2		See Footnote 5	See Footnote 5	0 5
New Conservation Water Available	3	793	See Footnote 6	See Footnote 6	793 6
Total Allowable Extraction	4	6,559	0	3,184	3,375

TABLE NO. 11A
ALLOWABLE EXTRACTIONS BY RIVERSIDE HIGHLAND WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA

CALENDAR YEAR 2020
(All Values in Acre-Feet)

- 1 Component of Total Allowable Extractions available through the adjusted right which is equal to the 1959-63 base period extractions minus an adjustment for safe yield and plus an adjustment to include new conservation water forecast to result from long term operation of Seven Oaks Reservoir and diversion of increased amounts for recharge at the Santa Ana River Spreading Grounds. The Allowable Delivery amounts are the adjusted right for the five year period ending with the subject year minus the sum of the Deliveries (Table 11, Page 1c of 2) for the previous four years or the Maximum Allowable annual delivery (1.3 times average annual allowable delivery) whichever is the lesser. Allowable Total Extractions is the sum of the allowable deliveries.
- 2 Component of Total Allowable Extraction available if Western has previously transferred to Riverside Highland Water Company the right to extract imported water and Riverside Highland Water Company has under extracted water in an amount equal to or less than the sum of the rights to extract that were previously transferred. The amount available for extraction by Riverside Highland Water Company is accounted for in Table No. 17B-2, and is referred to as Imported Water Net Accumulated (Credit).
- 3 Component of Total Allowable Extraction available as a result of Western, San Bernardino Valley and the Riverside Court approving a Judgment Paragraph VI (b) 6 agreement providing an allocation of new conservation water determined by Watermaster to have resulted from operation of Seven Oaks Reservoir from 1998 through 2012 and any future Judgment Paragraph VI (b) 6 agreement allocating new conservation water determined by Watermaster to have resulted from a future hydrologic event that resulted in direct use of Seven Oaks water or recharge of the San Bernardino Basin Area with Seven Oaks water in areas other than the Santa Ana River Spreading Grounds provided the capability to recharge at the Spreading Grounds has been fully utilized. The amount available for extraction by Riverside Highland Water Company is accounted for in Table No. 17B-2, and is referred to as New Conservation Net Accumulated (Credit).
- 4 The Total Allowable Extraction is the sum of the allowable components described in Footnotes 1, 2 and 3.
- 5 Watermaster recognizes that Riverside Highland Water Company may have excess extractions for delivery in either the Colton Basin Area in San Bernardino County or for use in areas outside San Bernardino Valley and therefore Western may transfer a right to extract imported water for delivery in either of these areas. Therefore, it is possible that imported water resulting from under extractions may become available to Riverside Highland Water Company for delivery in either of these areas. If transfers of imported water and under extractions occur, Watermaster will account for such occurrences at that time.
- 6 Watermaster recognizes that Riverside Highland Water Company may have excess extractions for delivery in either the Colton Basin Area in San Bernardino County or for use in areas outside San Bernardino Valley and therefore Riverside Highland Water Company may choose to use its allocation of new conservation water for deliveries in either of these areas. If excess extractions occur in either of these areas and Riverside Highland Water Company chooses to use its new conservation allocation to address the excess extraction, Watermaster will account for such use in either area as requested by Riverside Highland Water Company at that time.

TABLE NO. 12
ANNUAL ACCOUNTING OF EXTRACTIONS BY AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
ANNUAL TOTALS

(All Values in Acre-Feet)

Calendar Year	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County			Delivery for Use in Areas Outside San Bernardino Valley		
	Adjusted Right	1	Maximum Allowable	2	Extractions	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3
	Adjusted Right	1	Maximum Allowable	2	Extractions	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3
1971	8,026		10,434		2,902		0		0		383	2,519
1972	7,833		10,183		3,527		0		0		377	3,150
1973	7,833		10,183		2,979		0		0		250	2,729
1974	7,833		10,183		4,504		0		0		246	4,258
1975	7,833		10,183		3,950		0		0		168	3,782
1976	7,833		10,183		5,393		0		0		187	5,206
1977	7,833		10,183		4,220		0		0		146	4,074
1978	7,833		10,183		2,254		0		0		161	2,093
1979	7,833		10,183		3,930		0		0		166	3,764
1980	7,833		10,183		2,333		0		0		323	2,010
1981	7,833		10,183		3,092		0		0		358	2,734
1982	7,833		10,183		3,716		0		0		169	3,547
1983	7,833		10,183		2,651		0		0		245	2,406
1984	7,833		10,183		5,166		0		0		234	4,932
1985	7,833		10,183		5,384		0		0		209	5,175
1986	7,833		10,183		5,570		0		0		212	5,358
1987	7,833		10,183		4,914		0		0		192	4,722
1988	7,833		10,183		4,966		0		0		233	4,733
1989	7,833		10,183		5,392		0		0		240	5,152
1990	7,833		10,183		3,851		0		0		83	3,768

TABLE NO. 12
ANNUAL ACCOUNTING OF EXTRACTIONS BY AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
ANNUAL TOTALS

(All Values in Acre-Feet)

Calendar Year	Verified Extractions from the San Bernardino Basin Area				Delivery for Use in San Bernardino Basin Area				Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County				Delivery for Use in Areas Outside San Bernardino Valley					
	Adjusted Right	1	Maximum Allowable	2	Extractions	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3	Adjusted Right	1	Maximum Allowable	2	Deliveries	3
1991	7,833		10,183		4,426		0		0		0	190	7,515		9,770		4,236	
1992	7,833		10,183		4,100		0		0		0	118	7,515		9,770		3,982	
1993	7,833		10,183		5,013		0		0		0	276	7,515		9,770		4,737	
1994	7,833		10,183		4,525		0		0		0	227	7,515		9,770		4,298	
1995	7,833		10,183		3,560		0		0		0	145	7,515		9,770		3,415	
1996	7,833		10,183		3,912		0		0		0	194	7,515		9,770		3,718	
1997	7,833		10,183		4,165		0		0		0	137	7,515		9,770		4,028	
1998	7,833		10,183		3,828		0		0		0	210	7,515		9,770		3,618	
1999	7,833		10,183		6,289		0		0		0	90	7,515		9,770		6,199	
2000	7,833		10,183		3,832		0		0		0	352	7,515		9,770		3,480	
2001	7,833		10,183		3,671		0		0		0	192	7,515		9,770		3,479	
2002	7,833		10,183		5,800		0		0		0	202	7,515		9,770		5,598	
2003	7,833		10,183		7,440		0		0		0	49	7,515		9,770		7,391	
2004	7,833		10,183		3,782		0		0		0	19	7,515		9,770		3,763	
2005	7,833		10,183		5,891		0		0		0	4	7,515		9,770		5,887	
2006	7,833		10,183		7,515		0		0		0	0	7,515		9,770		7,515	
2007	7,833		10,183		7,591		0		0		0	0	7,515		9,770		7,591	
2008	7,833		10,183		4,832		0		0		0	0	7,515		9,770		4,832	
2009	7,833		10,183		6,345		0		0		0	0	7,515		9,770		6,345	
2010	7,833		10,183		6,738		0		0		0	0	7,515		9,770		6,738	

See Report of Watermaster, Tables 3C-1 and 3C-2.

- 1 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation.
- 2 Maximum Allowable for any one year, not to exceed 130% of Adjusted Right.
- 3 Extractions and Deliveries from Table No. 3C-2. (Volume 1A, Table 3)
- 4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.

Note: Annual Accounting of Extractions as required in Paragraphs V and VI of the Judgment.

(All Values in Acre-Feet)												
Five-Year Period	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County			Delivery for Use in Areas Outside San Bernardino Valley		
	Adjusted Right	Maximum Allowable	Extractions 3	Adjusted Right	Maximum Allowable	Deliveries 3	Adjusted Right	Maximum Allowable	Deliveries 3	Adjusted Right	Maximum Allowable	Deliveries 3
1971-75	39,358	39,358	17,862	0	0	0	1,597	1,597	1,424	37,760	37,760	16,438
1972-76	39,165	39,165	20,353	0	0	0	1,590	1,590	1,228	37,575	37,575	19,125
1973-77	39,165	39,165	21,046	0	0	0	1,590	1,590	997	37,575	37,575	20,049
1974-78	39,165	39,165	20,321	0	0	0	1,590	1,590	908	37,575	37,575	19,413
1975-79	39,165	39,165	19,747	0	0	0	1,590	1,590	828	37,575	37,575	18,919
1976-80	39,165	39,165	18,130	0	0	0	1,590	1,590	983	37,575	37,575	17,147
1977-81	39,165	39,165	15,829	0	0	0	1,590	1,590	1,154	37,575	37,575	14,675
1978-82	39,165	39,165	15,325	0	0	0	1,590	1,590	1,177	37,575	37,575	14,148
1979-83	39,165	39,165	15,722	0	0	0	1,590	1,590	1,261	37,575	37,575	14,461
1980-84	39,165	39,165	16,958	0	0	0	1,590	1,590	1,329	37,575	37,575	15,629
1981-85	39,165	39,165	20,009	0	0	0	1,590	1,590	1,215	37,575	37,575	18,794
1982-86	39,165	39,165	22,487	0	0	0	1,590	1,590	1,069	37,575	37,575	21,418
1983-87	39,165	39,165	23,685	0	0	0	1,590	1,590	1,092	37,575	37,575	22,593
1984-88	39,165	39,165	26,000	0	0	0	1,590	1,590	1,080	37,575	37,575	24,920
1985-89	39,165	39,165	26,226	0	0	0	1,590	1,590	1,086	37,575	37,575	25,140
1986-90	39,165	39,165	24,693	0	0	0	1,590	1,590	960	37,575	37,575	23,733
1987-91	39,165	39,165	23,549	0	0	0	1,590	1,590	938	37,575	37,575	22,611
1988-92	39,165	39,165	22,735	0	0	0	1,590	1,590	864	37,575	37,575	21,871
1989-93	39,165	39,165	22,782	0	0	0	1,590	1,590	907	37,575	37,575	21,875
1990-94	39,165	39,165	21,915	0	0	0	1,590	1,590	894	37,575	37,575	21,021

ANNUAL ACCOUNTING OF EXTRACTIONS BY AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
FIVE-YEAR TOTALS

(All Values in Acre-Feet)																		
Five-Year Period	Verified Extractions from the San Bernardino Basin Area				Delivery for Use in San Bernardino Basin Area				Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County				Delivery for Use in Areas Outside San Bernardino Valley					
	Adjusted Right	1	Maximum Allowable	2	Extractions	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3	Adjusted Right	1	Maximum Allowable	2	Deliveries	3
1991-95	39,165		39,165		21,624		0		0		0	956		37,575		37,575		20,668
1992-96	39,165		39,165		21,110		0		0		0	960		37,575		37,575		20,150
1993-97	39,165		39,165		21,175		0		0		0	979		37,575		37,575		20,196
1994-98	39,165		39,165		19,990		0		0		0	913		37,575		37,575		19,077
1995-99	39,165		39,165		21,754		0		0		0	776		37,575		37,575		20,978
1996-00	39,165		39,165		22,026		0		0		0	983		37,575		37,575		21,043
1997-01	39,165		39,165		21,785		0		0		0	981		37,575		37,575		20,804
1998-02	39,165		39,165		23,420		0		0		0	1,046		37,575		37,575		22,374
1999-03	39,165		39,165		27,032		0		0		0	885		37,575		37,575		26,147
2000-04	39,165		39,165		24,525		0		0		0	814		37,575		37,575		23,711
2001-05	39,165		39,165		26,584		0		0		0	466		37,575		37,575		26,118
2002-06	39,165		39,165		30,428		0		0		0	274		37,575		37,575		30,154
2003-07	39,165		39,165		32,219		0		0		0	72		37,575		37,575		32,147
2004-08	39,165		39,165		29,611		0		0		0	23		37,575		37,575		29,588
2005-09	39,165		39,165		32,174		0		0		0	4		37,575		37,575		32,170
2006-10	39,165		39,165		33,021		0		0		0	0		37,575		37,575		33,021
2007-11	39,165		39,165		32,633		0		0		0	0		37,575		37,575		32,633
2008-12	39,165		39,165		32,159		0		0		0	0		37,575		37,575		32,159
2009-13	39,423		39,423		35,059		0		0		0	0		37,833		37,833		35,059
2010-14	39,681		39,681		35,817		0		0		0	0		38,091		38,091		35,817

TABLE NO. 12
ANNUAL ACCOUNTING OF EXTRACTIONS BY AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
FIVE-YEAR TOTALS

Five-Year Period	(All Values in Acre-Feet)											
	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County			Delivery for Use in Areas Outside San Bernardino Valley		
	Adjusted Right	1	Maximum Allowable	2	Extractions	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3
2011-15	39,939		39,939		36,429		0		0		0	36,429
2012-16	40,197		40,197		36,523		0		1,590		0	36,523
2013-17	40,455		40,455		36,624		0		1,590		0	36,624
2014-18	40,455		40,455		36,109		0		1,590		0	36,109
2015-19	40,455		40,455		36,450		0		1,590		0	36,450
2016-20	40,455		40,455				0		1,590			38,865

Excess

Extractions

2015-19

(4,005) *

0 *

(1,590) *

(2,415) *

* Parentheses indicate that Extractions and Deliveries are less than Adjusted Right.

1 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation.

2 Maximum allowable for the five-year period is the same as the five-year-period Adjusted Right.

3 Extractions and Deliveries from Table No. 3C-2.

4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.

TABLE NO. 12A
ALLOWABLE EXTRACTIONS BY AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA

CALENDAR YEAR 2020
(All Values in Acre-Feet)

		Allowable Total Extractions from the San Bernardino Basin Area	Allowable Delivery for Use in San Bernardino Basin Area	Allowable Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Allowable Delivery for Use in Areas Outside San Bernardino Valley
Allowable Extraction Based on Adjusted Right	1	10,179	0	413	9,766
Imported Water Available In Holding Account	2	0	See Footnote 5	See Footnote 5	0
New Conservation Water Available	3	1,448	See Footnote 6	See Footnote 6	1,448
Total Allowable Extraction	4	11,627	0	413	11,214

TABLE NO. 12A
ALLOWABLE EXTRACTIONS BY AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA

CALENDAR YEAR 2020
(All Values in Acre-Feet)

- 1 Component of Total Allowable Extractions available through the adjusted right which is equal to the 1959-63 base period extractions minus an adjustment for safe yield and plus an adjustment to include new conservation water forecast to result from long term operation of Seven Oaks Reservoir and diversion of increased amounts for recharge at the Santa Ana River Spreading Grounds. The Allowable Delivery amounts are the adjusted right for the five year period ending with the subject year minus the sum of the Deliveries (Table 12, Page 1c of 2) for the previous four years or the Maximum Allowable annual delivery (1.3 times average annual allowable delivery) whichever is the lesser. Allowable Total Extractions is the sum of the allowable deliveries.
- 2 Component of Total Allowable Extraction available if Western has previously transferred to Agua Mansa Water Company and Meeks & Daley Water Company the right to extract imported water and Agua Mansa Water Company and Meeks & Daley Water Company has under extracted water in an amount equal to or less than the sum of the rights to extract that were previously transferred. The amount available for extraction by Agua Mansa Water Company and Meeks & Daley Water Company is accounted for in Table No. 17B-3, and is referred to as Imported Water Net Accumulated (Credit).
- 3 Component of Total Allowable Extraction available as a result of Western, San Bernardino Valley and the Riverside Court approving a Judgment Paragraph VI (b) 6 agreement providing an allocation of new conservation water determined by Watermaster to have resulted from operation of Seven Oaks Reservoir from 1998 through 2012 and any future Judgment Paragraph VI (b) 6 agreement allocating new conservation water determined by Watermaster to have resulted from a future hydrologic event that resulted in direct use of Seven Oaks water or recharge of the San Bernardino Basin Area with Seven Oaks water in areas other than the Santa Ana River Spreading Grounds provided the capability to recharge at the Spreading Grounds has been fully utilized. The amount available for extraction by Agua Mansa Water Company and Meeks & Daley Water Company is accounted for in Table No. 17B-3, and is referred to as New Conservation Net Accumulated (Credit).
- 4 The Total Allowable Extraction is the sum of the allowable components described in Footnotes 1, 2 and 3.
- 5 Watermaster anticipates that Agua Mansa Water Company and Meeks & Daley Water Company will not have excess extractions for delivery in the San Bernardino Basin Area or in the Colton and Riverside Basin Areas in San Bernardino County and therefore it is unlikely that Western will transfer a right to extract imported water for delivery in these areas. Therefore, it is unlikely that imported water resulting from under extractions will become available to Agua Mansa Water Company and Meeks & Daley Water Company for delivery in these areas. However, if transfers of imported water and under extractions do occur, Watermaster will account for such occurrences at that time.
- 6 Watermaster anticipates that Agua Mansa Water Company and Meeks & Daley Water Company will not have excess extractions for delivery in the San Bernardino Basin Area or in the Colton and Riverside Basin Areas in San Bernardino County and therefore Agua Mansa Water Company and Meeks & Daley Water Company is unlikely to choose to use its allocation of new conservation water for deliveries in these areas. However, if excess extractions occur in these areas, Agua Mansa Water Company will likely choose to use its new conservation allocation to address the excess extraction and Watermaster will account for such use at that time.

TABLE NO. 13
ANNUAL ACCOUNTING OF EXTRACTATIONS BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
ANNUAL TOTALS

Calendar Year	(All Values in Acre-Feet)																									
	Verified Extractions from the San Bernardino Basin Area						Delivery for Use in San Bernardino Basin Area						Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County						Delivery for Use in Areas Outside San Bernardino Valley							
	Adjusted		Maximum		Extractions		Adjusted		Maximum		Deliveries		Adjusted		Maximum		Deliveries		Adjusted		Maximum		Deliveries			
	Right	1	Allowable	2	3	Right	4	Allowable	2	3	Right	4	Allowable	2	3	Right	4	Allowable	2	3	Right	1	Allowable	2	Deliveries	3
1971	581		755		219		0		0		0		0		0		0		0		581		755		219	
1972	536		697		239		0		0		0		0		0		0		0		536		697		239	
1973	536		697		239		0		0		0		0		0		0		0		536		697		239	
1974	536		697		267		0		0		0		0		0		0		0		536		697		267	
1975	536		697		179		0		0		0		0		0		0		0		536		697		179	
1976	536		697		245		0		0		0		0		0		0		0		536		697		245	
1977	536		697		87		0		0		0		0		0		0		0		536		697		87	
1978	536		697		183		0		0		0		0		0		0		0		536		697		183	
1979	536		697		83		0		0		0		0		0		0		0		536		697		83	
1980	536		697		7		0		0		0		0		0		0		0		536		697		7	
1981	536		697		143		0		0		0		0		0		0		0		536		697		143	
1982	536		697		48		0		0		0		0		0		0		0		536		697		48	
1983	536		697		0		0		0		0		0		0		0		0		536		697		0	
1984	536		697		0		0		0		0		0		0		0		0		536		697		0	
1985	536		697		0		0		0		0		0		0		0		0		536		697		0	
1986	536		697		48		0		0		0		0		0		0		0		536		697		48	
1987	536		697		195		0		0		0		0		0		0		0		536		697		195	
1988	536		697		179		0		0		0		0		0		0		0		536		697		179	
1989	536		697		62		0		0		0		0		0		0		0		536		697		62	
1990	536		697		95		0		0		0		0		0		0		0		536		697		95	

TABLE NO. 13
ANNUAL ACCOUNTING OF EXTRACTATIONS BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
ANNUAL TOTALS

Calendar Year	(All Values in Acre-Feet)																							
	Verified Extractions from the San Bernardino Basin Area						Delivery for Use in San Bernardino Basin Area						Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County						Delivery for Use in Areas Outside San Bernardino Valley					
	Adjusted		Maximum		Extractions		Adjusted		Maximum		Deliveries		Adjusted		Maximum		Deliveries		Adjusted		Maximum		Deliveries	
	Right	1	Allowable	2		3	Right	4	Allowable	2		3	Right	4	Allowable	2		3	Right	1	Allowable	2		3
1991		536		697		23		0		0		0		0		0		0		536		697		23
1992		536		697		32		0		0		0		0		0		0		536		697		32
1993		536		697		536		0		0		0		0		0		0		536		697		536
1994		536		697		593		0		0		0		0		0		0		536		697		593
1995		536		697		588		0		0		0		0		0		0		536		697		588
1996		536		697		445		0		0		0		0		0		0		536		697		445
1997		536		697		447		0		0		0		0		0		0		536		697		447
1998		536		697		536		0		0		0		0		0		0		536		697		536
1999		536		697		536		0		0		0		0		0		0		536		697		536
2000		536		697		536		0		0		0		0		0		0		536		697		536
2001		536		697		536		0		0		0		0		0		0		536		697		536
2002		536		697		536		0		0		0		0		0		0		536		697		536
2003		536		697		536		0		0		0		0		0		0		536		697		536
2004		536		697		536		0		0		0		0		0		0		536		697		536
2005		536		697		536		0		0		0		0		0		0		536		697		536
2006		536		697		536		0		0		0		0		0		0		536		697		536
2007		536		697		536		0		0		0		0		0		0		536		697		536
2008		536		697		536		0		0		0		0		0		0		536		697		536
2009		536		697		536		0		0		0		0		0		0		536		697		536
2010		536		697		536		0		0		0		0		0		0		536		697		536

TABLE NO. 13
ANNUAL ACCOUNTING OF EXTRACTATIONS BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
ANNUAL TOTALS

(All Values in Acre-Feet)																		
Calendar Year	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County			Delivery for Use in Areas Outside San Bernardino Valley								
	Adjusted Right	Maximum Allowable	2	Extractions	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3	Adjusted Right	4	Maximum Allowable	2	Deliveries	3	
2011	536	697		536		0		0		0		0		536	697		536	
2012	536	697		536		0		0		0		0		536	697		536	
2013	554	720		536		0		0		0		0		554	720		536	
2014	554	720		536		0		0		0		0		554	720		536	
2015	554	720		554		0		0		0		0		554	720		554	
2016	554	720		554		0		0		0		0		554	720		554	
2017	554	720		554		0		0		0		0		554	720		554	
2018	554	720		554		0		0		0		0		554	720		554	
2019	554	720		554		0		0		0		0		554	720		554	
2020	554	720				0		0		0		0		554	720			

See Report of Watermaster, Tables 3D-1 and 3D-2.

- 1 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation.
- 2 Maximum Allowable for any one year, not to exceed 130% of Adjusted Right.
- 3 Extractions and Deliveries from Table No. 3D-2. (Volume 1A, Table 3)
- 4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.

Note: Annual Accounting of Extractions as required in Paragraphs V and VI of the Judgment.

TABLE NO. 13
ANNUAL ACCOUNTING OF EXTRACTATIONS BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
FIVE-YEAR TOTALS

Five-Year Period	(All Values in Acre-Feet)																	
	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County			Delivery for Use in Areas Outside San Bernardino Valley								
	Adjusted Right	Maximum Allowable	Extractions 3	Adjusted Right	Maximum Allowable	Deliveries 2	Adjusted Right	Maximum Allowable	Deliveries 3	Adjusted Right	Maximum Allowable	Deliveries 2						
													Adjusted Right	Maximum Allowable	Deliveries 3	Adjusted Right	Maximum Allowable	Deliveries 3
1971-75	2,725	2,725	1,143	0	0	0	0	0	0	2,725	2,725	1,143						
1972-76	2,680	2,680	1,169	0	0	0	0	0	0	2,680	2,680	1,169						
1973-77	2,680	2,680	1,017	0	0	0	0	0	0	2,680	2,680	1,017						
1974-78	2,680	2,680	961	0	0	0	0	0	0	2,680	2,680	961						
1975-79	2,680	2,680	777	0	0	0	0	0	0	2,680	2,680	777						
1976-80	2,680	2,680	605	0	0	0	0	0	0	2,680	2,680	605						
1977-81	2,680	2,680	503	0	0	0	0	0	0	2,680	2,680	503						
1978-82	2,680	2,680	464	0	0	0	0	0	0	2,680	2,680	464						
1979-83	2,680	2,680	281	0	0	0	0	0	0	2,680	2,680	281						
1980-84	2,680	2,680	198	0	0	0	0	0	0	2,680	2,680	198						
1981-85	2,680	2,680	191	0	0	0	0	0	0	2,680	2,680	191						
1982-86	2,680	2,680	96	0	0	0	0	0	0	2,680	2,680	96						
1983-87	2,680	2,680	243	0	0	0	0	0	0	2,680	2,680	243						
1984-88	2,680	2,680	422	0	0	0	0	0	0	2,680	2,680	422						
1985-89	2,680	2,680	484	0	0	0	0	0	0	2,680	2,680	484						
1986-90	2,680	2,680	579	0	0	0	0	0	0	2,680	2,680	579						
1987-91	2,680	2,680	554	0	0	0	0	0	0	2,680	2,680	554						
1988-92	2,680	2,680	391	0	0	0	0	0	0	2,680	2,680	391						
1989-93	2,680	2,680	748	0	0	0	0	0	0	2,680	2,680	748						
1990-94	2,680	2,680	1,279	0	0	0	0	0	0	2,680	2,680	1,279						

TABLE NO. 13
ANNUAL ACCOUNTING OF EXTRACTATIONS BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
FIVE-YEAR TOTALS

Five-Year Period	(All Values in Acre-Feet)											
	Verified Extractions from the			Delivery for Use in			Delivery for Use in Colton Basin Area and			Delivery for Use in Areas		
	San Bernardino Basin Area			San Bernardino Basin Area			Riverside Basin Area in			Outside San Bernardino Valley		
	Adjusted Right	Maximum Allowable	Extractions	Adjusted Right	Maximum Allowable	Deliveries	Adjusted Right	Maximum Allowable	Deliveries	Adjusted Right	Maximum Allowable	Deliveries
1991-95	2,680	2,680	1,772	0	0	0	0	0	0	2,680	2,680	1,772
1992-96	2,680	2,680	2,194	0	0	0	0	0	0	2,680	2,680	2,194
1993-97	2,680	2,680	2,609	0	0	0	0	0	0	2,680	2,680	2,609
1994-98	2,680	2,680	2,609	0	0	0	0	0	0	2,680	2,680	2,609
1995-99	2,680	2,680	2,552	0	0	0	0	0	0	2,680	2,680	2,552
1996-00	2,680	2,680	2,500	0	0	0	0	0	0	2,680	2,680	2,500
1997-01	2,680	2,680	2,591	0	0	0	0	0	0	2,680	2,680	2,591
1998-02	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
1999-03	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
2000-04	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
2001-05	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
2002-06	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
2003-07	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
2004-08	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
2005-09	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
2006-10	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
2007-11	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
2008-12	2,680	2,680	2,680	0	0	0	0	0	0	2,680	2,680	2,680
2009-13	2,698	2,698	2,680	0	0	0	0	0	0	2,698	2,698	2,680
2010-14	2,716	2,716	2,680	0	0	0	0	0	0	2,716	2,716	2,680

TABLE NO. 13
ANNUAL ACCOUNTING OF EXTRACTIONS BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA
FIVE-YEAR TOTALS

(All Values in Acre-Feet)															
Five-Year Period	Verified Extractions from the San Bernardino Basin Area			Delivery for Use in San Bernardino Basin Area			Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County						Delivery for Use in Areas Outside San Bernardino Valley		
	Adjusted Right	Maximum Allowable	Extractions	Adjusted Right	Maximum Allowable	Deliveries	Adjusted Right	Maximum Allowable	Deliveries	Adjusted Right	Maximum Allowable	Deliveries	Adjusted Right	Maximum Allowable	Deliveries
2011-15	2,734	2,734	2,698	0	0	0	0	0	0	0	0	0	2,734	2,734	2,698
2012-16	2,752	2,752	2,716	0	0	0	0	0	0	0	0	0	2,752	2,752	2,716
2013-17	2,770	2,770	2,734	0	0	0	0	0	0	0	0	0	2,770	2,770	2,734
2014-18	2,770	2,770	2,752	0	0	0	0	0	0	0	0	0	2,770	2,770	2,752
2015-19	2,770	2,770	2,770	0	0	0	0	0	0	0	0	0	2,770	2,770	2,770
2016-20	2,770	2,770		0	0	0	0	0	0	0	0	0	2,770	2,770	

Excess

Extractions

2015-19

0

*

0

*

0

*

0

*

* Parentheses indicate that Extractions and Deliveries are less than Adjusted Right.

1 Adjusted Right equals Safe Yield Adjusted Right plus New Conservation Allocation.

2 Maximum allowable for the five-year period is the same as the five-year-period Adjusted Right.

3 Extractions and Deliveries from Table No. 3D-2. (Volume 1A, Table 3)

4 New Conservation Allocation may also be used in the San Bernardino Basin Area, or the Colton Basin Area and Riverside Basin Area in San Bernardino County.

TABLE NO. 13A
ALLOWABLE EXTRACTIONS BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA

CALENDAR YEAR 2020
(All Values in Acre-Feet)

		Allowable Total Extractions from the San Bernardino Basin Area	Allowable Delivery for Use in San Bernardino Basin Area	Allowable Delivery for Use in Colton Basin Area and Riverside Basin Area in San Bernardino County	Allowable Delivery for Use in Areas Outside San Bernardino Valley
Allowable Extraction Based on Adjusted Right	1	554	0	0	554
Imported Water Available In Holding Account	2	0	See Footnote 5	See Footnote 5	0
New Conservation Water Available	3	98	See Footnote 6	See Footnote 6	98
Total Allowable Extraction	4	652	0	0	652

TABLE NO. 13A
ALLOWABLE EXTRACTIONS BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FROM THE SAN BERNARDINO BASIN AREA
FOR DELIVERY TO EACH SERVICE AREA

CALENDAR YEAR 2020
(All Values in Acre-Feet)

- 1 Component of Total Allowable Extractions available through the adjusted right which is equal to the 1959-63 base period extractions minus an adjustment for safe yield and plus an adjustment to include new conservation water forecast to result from long term operation of Seven Oaks Reservoir and diversion of increased amounts for recharge at the Santa Ana River Spreading Grounds. The Allowable Delivery amounts are the adjusted right for the five year period ending with the subject year minus the sum of the Deliveries (Table 13, Page 1c of 2) for the previous four years or the Maximum Allowable annual delivery (1.3 times average annual allowable delivery) whichever is the lesser. Allowable Total Extractions is the sum of the allowable deliveries.
- 2 Component of Total Allowable Extraction available if Western has previously transferred to The Regents of the University of California the right to extract imported water and the Regents of the University of California has under extracted water in an amount equal to or less than the sum of the rights to extract that were previously transferred. The amount available for extraction by The Regents of the University of California is accounted for in Table No. 17B-4, and is referred to as Imported Water Net Accumulated (Credit).
- 3 Component of Total Allowable Extraction available as a result of Western, San Bernardino Valley and the Riverside Court approving a Judgment Paragraph VI (b) 6 agreement providing an allocation of new conservation water determined by Watermaster to have resulted from operation of Seven Oaks Reservoir from 1998 through 2012 and any future Judgment Paragraph VI (b) 6 agreement allocating new conservation water determined by Watermaster to have resulted from a future hydrologic event that resulted in direct use of Seven Oaks water or recharge of the San Bernardino Basin Area with Seven Oaks water in areas other than the Santa Ana River Spreading Grounds provided the capability to recharge at the Spreading Grounds has been fully utilized. The amount available for extraction by The Regents of the University of California is accounted for in Table No. 17B-4, and is referred to as New Conservation Net Accumulated (Credit).
- 4 The Total Allowable Extraction is the sum of the allowable components described in Footnotes 1, 2 and 3.
- 5 Watermaster anticipates that The Regents of the University of California will not have excess extractions for delivery in the San Bernardino Basin Area or in the Colton and Riverside Basin Areas in San Bernardino County and therefore it is unlikely that Western will transfer a right to extract imported water for delivery in these areas. Therefore, it is unlikely that imported water resulting from under extractions will become available to The Regents of the University of California for delivery in these areas. However, if transfers of imported water and under extractions do occur, Watermaster will account for such occurrences at that time.
- 6 Watermaster anticipates that The Regents of the University of California will not have excess extractions for delivery in the San Bernardino Basin Area or in the Colton and Riverside Basin Areas in San Bernardino County and therefore The Regents of the University of California is unlikely to choose to use its allocation of new conservation water for deliveries in these areas. However, if excess extractions occur in these areas, The Regents of the University of California will likely choose to use its new conservation allocation to address the excess extraction and Watermaster will account for such use at that time.

TABLE NO. 14

ANNUAL ACCOUNTING FOR
WESTERN MUNICIPAL WATER DISTRICT
EXPORT OF EXTRACTIONS FROM SAN BERNARDINO BASIN AREA,
COLTON BASIN AREA, AND RIVERSIDE BASIN AREA
FOR USE WITHIN WESTERN ON LANDS THAT ARE NOT TRIBUTARY
TO THE RIVERSIDE NARROWS
(All Values in Acre-Feet)

		Calendar Years				
		2015	2016	2017	2018	2019
EXPORTS						
Annual 1959-63 Average		42,535	42,535	42,535	42,535	42,535
Actual Export	<i>1</i>	39,443	39,257	36,086	37,537	33,412
ACCUMULATED EXPORT	<i>2</i>	1,762,393	1,801,650	1,837,736	1,875,273	1,908,685
OBLIGATIONS						
Total New Export	<i>3</i>	(3,092)	(3,278)	(6,449)	(4,998)	(9,123)
Additional New Export	<i>4</i>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
New Export	<i>5</i>	(3,092)	(3,278)	(6,449)	(4,998)	(9,123)
ACCUMULATED NEW EXPORT	<i>2</i>	(328,889)	(332,167)	(338,616)	(343,614)	(352,737)

1 See Table 8 of Watermaster Report. (Data from Volume 6, Table A.)

2 Accumulated values include amounts accumulated prior to current 5-year period.

3 Actual Export minus Annual 1959-63 Average. (Parentheses indicate that Actual Export is less than Annual 1959-63 Average.)

4 New Export which was allowed under High Groundwater Mitigation agreements without replenishment obligation.

5 Total New Export minus Additional New Export.

TABLE NO. 15A

ANNUAL ACCOUNTING FOR
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
EXPORT OF EXTRACTIONS FROM SAN BERNARDINO BASIN AREA
FOR USE ON LANDS
NOT WITHIN WESTERN NOR TRIBUTARY
TO THE RIVERSIDE NARROWS

		(All Values in Acre-Feet) Calendar Years				
		2015	2016	2017	2018	2019
EXPORTS						
Annual 1959-63 Average	1	11,701	11,701	11,701	11,701	11,701
Actual Export	1	7,295	4,876	9,083	8,742	11,439
ACCUMULATED EXPORT	2	997,837	1,002,713	1,011,796	1,020,538	1,031,977
OBLIGATIONS						
Total New Export	3	(4,406)	(6,825)	(2,618)	(2,959)	(262)
Additional New Export	4	0	0	0	0	0
New Export	5	(4,406)	(6,825)	(2,618)	(2,959)	(262)
ACCUMULATED NEW EXPORT	2	283,034	276,209	273,591	270,632	270,370

1 See Table No. 9A. (Data from Volume 7, Tables C and D)

2 Accumulated values include amounts accumulated prior to current 5-year period.

3 Actual Export minus Annual 1959-63 Average. (Parentheses indicate that Actual Export is less than Annual 1959-63 Average)

4 New Export which was allowed under High Groundwater Mitigation agreements without replenishment obligation.

5 Total New Export minus Additional New Export.

TABLE NO. 15B

ANNUAL ACCOUNTING FOR
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
DELIVERY OF EXTRACTIONS FROM SAN BERNARDINO BASIN AREA
FOR USE ON LANDS
WITHIN COLTON AND RIVERSIDE BASIN AREAS

		(All Values in Acre-Feet) Calendar Years				
		2015	2016	2017	2018	2019
DELIVERIES						
Annual 1959-63 Average	1	17,837	17,837	17,837	17,837	17,837
Actual Deliveries	1	21,343	18,106	19,988	20,214	21,832
ACCUMULATED DELIVERIES	2	1,017,590	1,035,696	1,055,684	1,075,898	1,097,730
OBLIGATIONS						
Total New Deliveries	3	3,506	269	2,151	2,377	3,995
Additional New Deliveries	4	0	0	0	0	0
New Deliveries	5	3,506	269	2,151	2,377	3,995
ACCUMULATED NEW DELIVERIES	2	167,083	167,352	169,503	171,880	175,875

1 See Table No. 9B. (Data from Volume 7, Tables E and F)

2 Accumulated values include amounts accumulated prior to current 5-year period.

3 Actual Deliveries minus Annual 1959-63 Average. (Parentheses indicate that Actual Deliveries are less than Annual 1959-63 Average)

4 New Deliveries which were allowed under High Groundwater Mitigation agreements without replenishment obligation.

5 Total New Deliveries minus Additional New Deliveries.

ANNUAL ACCOUNTING FOR
WESTERN MUNICIPAL WATER DISTRICT
EXTRACTIONS FROM COLTON BASIN AREA AND
RIVERSIDE BASIN AREA
WITHIN RIVERSIDE AND SAN BERNARDINO COUNTIES
FOR USE OUTSIDE SAN BERNARDINO VALLEY
(All Values in Acre-Feet)

		Calendar Years				
		2015	2016	2017	2018	2019
EXTRACTIONS						
Base Period 1959-1963						
Colton Basin Area	1	3,381	3,381	3,381	3,381	3,381
Riverside Basin Area Within San Bernardino County	2	21,085	21,085	21,085	21,085	21,085
Riverside Basin Area Within Riverside County	3	29,633	29,633	29,633	29,633	29,633
Total Extractions 1959-1963		54,099	54,099	54,099	54,099	54,099
Current Period 2015-2019						
Colton Basin Area	1	1,254	1,141	929	1,549	462
Riverside Basin Area Within San Bernardino County	2	6,950	9,722	10,607	10,164	8,855
Riverside Basin Area Within Riverside County	3	23,606	25,173	26,814	26,596	26,500
Total Extractions 2015-2019		31,810	36,036	38,350	38,309	35,817
New Export	4	(3,092)	(3,278)	(6,449)	(4,998)	(9,123)
Total Extractions Excluding New Export	5	34,902	39,314	44,799	43,307	44,940
Under Extractions Excluding New Export	6	19,197	14,785	9,300	10,792	9,159
Excess Extractions Excluding New Export	7	0	0	0	0	0
CREDITS						
Extraction Credit	8	19,197	14,785	9,300	10,792	9,159
Return From Excess Extractions	9	0	0	0	0	0
New Export Credit	10	3,092	3,278	6,449	4,998	9,123
Replenishment	11	0	0	0	0	0
Storm Flow Conservation	12	0	0	0	0	0
Return from Imported Water	13	1,696	1,715	2,134	1,992	1,965
Return from New Conservation	14	769	769	769	769	769
Total Credits		24,754	20,547	18,652	18,551	21,016
ACCUMULATED CREDITS	15	641,030	661,577	680,229	698,780	719,796
OBLIGATIONS						
Extraction Obligation	16	0	0	0	0	0
Return from Under Extractions	17	6,911	5,323	3,348	3,885	3,297
New Export Obligation	18	0	0	0	0	0
Land Use Conversion	19	579	579	579	579	579
Total Obligations		7,490	5,902	3,927	4,464	3,876
ACCUMULATED OBLIGATIONS	15	157,406	163,308	167,235	171,699	175,575
(CREDIT) OR OBLIGATION	20	(17,264)	(14,645)	(14,725)	(14,087)	(17,140)
NET ACCUMULATED (CREDIT) OR OBLIGATION	15	(483,624)	(498,269)	(512,994)	(527,081)	(544,221)

ANNUAL ACCOUNTING FOR
WESTERN MUNICIPAL WATER DISTRICT
EXTRACTIONS FROM COLTON BASIN AREA AND
RIVERSIDE BASIN AREA
WITHIN RIVERSIDE AND SAN BERNARDINO COUNTIES
FOR USE OUTSIDE SAN BERNARDINO VALLEY

- 1 See Table 4 of Watermaster Report.
- 2 See Table 5 of Watermaster Report.
- 3 See Table 6 of Watermaster Report.
- 4 See Table 14 of Watermaster Report.
- 5 Equals Total Extractions 2015-2019 minus New Export.
- 6 Total Extractions 1959-1963 minus Total Extractions 2015-2019 excluding New Export, if positive.
- 7 Total Extractions 2015-2019 excluding New Export minus Total Extractions 1959-1963, if positive.
- 8 Amounts which may be extracted without replenishment obligation, which in fact are not extracted. Equals Under Extractions excluding New Export.
- 9 Return from Excess Extractions equals 36% of Extraction Obligation.
- 10 New Export Credit equals New Export, if negative.
- 11 Imported water recharged in Colton Basin Area, Riverside Basin Area Within San Bernardino County, or Riverside Basin Area Within Riverside County.
- 12 Credit for storm flows conserved between Bunker Hill Dike and Riverside Narrows, by Western entities, which would not otherwise contribute to base flow at Riverside Narrows, pursuant to Paragraph XI(b)3 of Judgment.
- 13 Return from Imported Water equals 36% of the quality adjusted amount of the imported water delivered directly to users and/or extracted from the San Bernardino Basin Area for use within Western pursuant to the August 18, 2004 Agreement and any other Judgment Paragraph VI(b)6 agreement that allows Western to extract additional water from the Basin as a result of purchasing imported water for recharge of the Basin. See Report of Watermaster, Volume 6, Table No. 7.
- 14 Return from New Conservation equals 36% of New Conservation. See Tables 3A-1, 3A-2, 3B-1, 3B-2, 3C-1, 3C-2, 3D-1 and 3D-2 of Watermaster Report.
- 15 Accumulated values include amounts accumulated prior to current 5-year period.
- 16 Equals Excess Extractions excluding New Export.
- 17 Return from Under Extractions equals 36% of Extraction Credit.
- 18 New Export Obligation equals New Export, if positive.
- 19 See Table 7 of Watermaster Report.
- 20 Net Credit or Obligation for this calendar year.

ANNUAL ACCOUNTING FOR
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
EXTRACTIONS FROM SAN BERNARDINO BASIN AREA

(All Values in Acre-Feet)

		Calendar Years				
		2015	2016	2017	2018	2019
EXTRACTIONS						
Adjusted Right	1	172,745	172,745	172,745	172,745	172,745
Extractions	1	123,963	113,769	134,714	128,259	123,830
New Export	2	(4,406)	(6,825)	(2,618)	(2,959)	(262)
New Deliveries to Colton Basin Area within San Bernardino Valley and Riverside Basin Area within San Bernardino County	3	3,506	269	2,151	2,377	3,995
Extractions Excluding New Export and New Deliveries	4	124,863	120,325	135,181	128,841	120,097
Under Extractions Excluding New Export and New Deliveries	5	47,882	52,420	37,564	43,904	52,648
Excess Extractions Excluding New Export and New Deliveries	6	0	0	0	0	0
CREDITS						
Extraction Credit	7	47,882	52,420	37,564	43,904	52,648
Return From Excess Extractions	8	0	0	0	0	0
New Export Credit	9	4,406	6,825	2,618	2,959	262
New Deliveries Credit	10	0	0	0	0	0
Replenishment	11	9,537	28,413	54,594	20,451	56,750
Return from Imported Water	12	2,004	6,186	2,352	5,452	2,958
Return from New Conservation	13	1,983	1,983	1,983	1,983	1,983
Total Credits		65,812	95,827	99,111	74,749	114,601
ACCUMULATED CREDITS	14	998,204	1,094,031	1,193,142	1,267,891	1,382,493
OBLIGATIONS						
Extraction Obligation	15	0	0	0	0	0
Return From Under Extractions	16	17,238	18,871	13,523	15,805	18,953
New Export Obligation	17	0	0	0	0	0
New Deliveries Obligation	18	3,506	269	2,151	2,377	3,995
In-Lieu Deliveries Obligation	19	5,819	8,500	4,147	7,066	300
Total Obligations		26,563	27,640	19,821	25,248	23,248
ACCUMULATED OBLIGATIONS	14	855,445	883,085	902,906	928,154	951,402
(CREDIT) OR OBLIGATION	20	(39,249)	(68,187)	(79,290)	(49,501)	(91,353)
NET ACCUMULATED (CREDIT) OR OBLIGATION	14	(142,759)	(210,947)	(290,237)	(339,738)	(431,091)

ANNUAL ACCOUNTING FOR
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
EXTRACTIONS FROM SAN BERNARDINO BASIN AREA

- 1 See Table No. 2 of Watermaster Report.*
- 2 See Table No. 15A of Watermaster Report.*
- 3 See Table No. 15B of Watermaster Report.*
- 4 Extractions minus New Export minus New Deliveries.*
- 5 Adjusted Right minus Extractions excluding New Export and New Deliveries, if positive.*
- 6 Extractions excluding New Export and New Deliveries minus Adjusted Right, if positive.*
- 7 Amounts which may be extracted without replenishment obligation, which in fact are not extracted.
Equals Under Extractions excluding New Export and New Deliveries.*
- 8 Return from Excess Extractions equals 36% of Extraction Obligation.*
- 9 New Export Credit equals New Export, if negative.*
- 10 New Deliveries Credit equals New Deliveries, if negative.*
- 11 See Report of Watermaster, Volume 7, Table No. 21, imported water recharged in SBBA.*
- 12 Return from Imported Water equals 36% of direct delivered imported water.
See Report of Watermaster, Volume 7, Table No. 21.*
- 13 Return from New Conservation equals 36% of New Conservation. See Table No. 2 of Watermaster Report.*
- 14 Accumulated values include amounts accumulated prior to current 5-year period.*
- 15 Equals Excess Extractions excluding New Export and New Deliveries.*
- 16 Return from Under Extractions equals 36% of Extraction Credit.*
- 17 New Export Obligation equals New Export, if positive.*
- 18 New Deliveries Obligation equals New Deliveries, if positive.*
- 19 Obligation resulting from the reduction in flow of the Santa Ana River of an amount assumed to be
equal to the sum of imported water and pumped groundwater delivered to Bear Valley Mutual Water
Company in-lieu of surface water diversions, pursuant to a 1996 agreement between San Bernardino
Valley and Big Bear Municipal Water District. See Volume 7, Table No. 22.*
- 20 Net Credit or Obligation for this calendar year.*

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF IMPORTED WATER
FROM SAN BERNARDINO BASIN AREA
BY WESTERN MUNICIPAL WATER DISTRICT

(All Values in Acre-Feet)

		Calendar Years				
		2015	2016	2017	2018	2019
ADDITIONAL EXTRACTIONS						
Imported Water Acquired By Western	1	0	0	0	0	0
Additional Extractions	2	0	0	0	0	0
CREDITS						
Imported Water Acquired By Western	1	0	0	0	0	0
Plaintiff Transfers To Holding Account	3	0	0	0	0	0
Total Credits		0	0	0	0	0
ACCUMULATED CREDITS	4	10,918	10,918	10,918	10,918	10,918
OBLIGATIONS						
Western Additional Extractions	5	0	0	0	0	0
Western Transfers To Plaintiffs	6	0	0	0	0	0
Holding Account Transfers To Plaintiffs	7	0	0	0	0	0
Total Obligations		0	0	0	0	0
ACCUMULATED OBLIGATIONS	8	2,459	2,459	2,459	2,459	2,459
(CREDIT) OR OBLIGATION	9	0	0	0	0	0
WESTERN NET ACCUMULATED (CREDIT) OR OBLIGATION	10	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)
PLAINTIFF NET ACCUMULATED (CREDIT)	11	(2,459)	(2,459)	(2,459)	(2,459)	(2,459)
TOTAL NET ACCUMULATED (CREDIT) OR OBLIGATION	12	(8,459)	(8,459)	(8,459)	(8,459)	(8,459)

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF IMPORTED WATER
FROM SAN BERNARDINO BASIN AREA
BY WESTERN MUNICIPAL WATER DISTRICT

- 1 *Amount of imported water acquired from San Bernardino Valley or MWDSC by Western, that is spread and stored in the San Bernardino Basin Area pursuant to Judgment Paragraph XV (a) and is available for extraction (recapture) by Western and Plaintiffs pursuant to Judgment Paragraph VI(b)6 agreements.*
 - 2 *Amount of extractions by Western and/or extractions by Plaintiffs of imported water acquired and stored in the San Bernardino Basin Area by Western and transferred to Plaintiffs.*
 - 3 *Sum of all Plaintiffs transfers to Western of amounts of water equal to Plaintiffs unused water right provided the amount transferred plus the remaining balance of any previous such transfers does not exceed the aggregate amount of imported water previously transferred by Western to the Plaintiffs (see Footnote 5 on Table Nos. 17 B-1 through 17 B-4).*
 - 4 *Accumulated Credits include amounts of credit accumulated prior to the current five year period.*
 - 5 *Amount of extractions made by Western of Imported Water Acquired By Western (see Footnote 1).*
 - 6 *Sum of the amounts of Imported Water Acquired By Western transferred to Plaintiffs for the purpose of allowing additional extractions by Plaintiffs (see Footnote 4 on Table Nos. 17 B-1 through 17 B-4).*
 - 7 *Sum of the amounts of water in the Western holding accounts for each Plaintiff that can be transferred to Plaintiffs for the purpose of allowing additional extractions by Plaintiff (see Footnote 8 on Table Nos. 17 B-1 through 17 B-4).*
 - 8 *Accumulated Obligations include extraction and transfer of right to extract related obligations accumulated for the current five year period and for prior years.*
 - 9 *(Credit) or Obligation equals Total Obligations minus Total Credits for the calendar year.*
 - 10 *Western Net Accumulated (Credit) or Obligation equals the sum of all annual Western Additional Extractions (see Footnote 5) plus all annual Western Transfers to Plaintiffs (see Footnote 6) minus the sum of all annual amounts of Imported Water Acquired by Western (see Footnote 1). Such credit allows extraction by Western and/or allows transfer of an additional right to extract to Plaintiffs. To the extent permitted by agreement with San Bernardino Valley, if extractions have been made prior to replenishment, the Western Net Accumulated Obligation reflects the amount of future replenishment that must be made.*
 - 11 *Plaintiff Net Accumulated (Credit) equals the sum of all Holding Account Transfers to Plaintiffs (see Footnote 7) minus the sum of all annual Plaintiff Transfers to Holding Accounts (see Footnote 3).*
 - 12 *Total Net Accumulated (Credit) or Obligation is the sum of the Western Net Accumulated (Credit) or Obligation and the Plaintiff Net Accumulated (Credit).*
-
- a *In 2004 Western acquired 6,000 acre-feet of imported water from MWDSC and the Riverside Court approved a Judgment Paragraph VI(b)6 agreement granting the right for Western to extract 6,000 acre-feet of water and the right to transfer such right to Plaintiffs. 3,500 acre-feet of the imported water was stored in the San Bernardino Basin Area.*
 - b *In 2005 the remainder (2,500 acre-feet) of imported water was stored in the Basin.*
 - c *In 2007 Western transferred the right to extract 2,459 acre-feet of imported water to City of Riverside.*
 - d *In 2009 Western acquired 2,459 acre-feet of imported water from San Bernardino Valley and it was stored in the Basin.*
 - e *In 2013 City of Riverside transferred 2,459 acre-feet of water to a Western imported water holding account.*

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER AND IMPORTED WATER
FROM SAN BERNARDINO BASIN AREA
BY CITY OF RIVERSIDE

(All Values in Acre-Feet)

		Calendar Years				
		2015	2016	2017	2018	2019
ADDITIONAL EXTRACTIONS						
New Conservation Allocation	1	0	0	0	0	0
Imported Water Assigned By Western	2	0	0	0	0	0
Additional Extractions	3	0	0	0	0	0
CREDITS						
New Conservation Allocation	1	0	0	0	0	0
Imported Water Transfer From Western	4	0	0	0	0	0
Imported Water Transfer To Holding Account	5	0	0	0	0	0
Total Credits		0	0	0	0	0
ACCUMULATED CREDITS	6	14,553	14,553	14,553	14,553	14,553
OBLIGATIONS						
New Conservation Additional Extractions	7	0	0	0	0	0
Imported Water Additional Extractions	8	0	0	0	0	0
Total Obligations		0	0	0	0	0
ACCUMULATED OBLIGATIONS	9	2,459	2,459	2,459	2,459	2,459
(CREDIT)	10	0	0	0	0	0
NEW CONSERVATION						
NET ACCUMULATED (CREDIT)	11	(9,635)	(9,635)	(9,635)	(9,635)	(9,635)
IMPORTED WATER						
NET ACCUMULATED (CREDIT)	12	(2,459)	(2,459)	(2,459)	(2,459)	(2,459)
TOTAL						
NET ACCUMULATED (CREDIT)	13	(12,094)	(12,094)	(12,094)	(12,094)	(12,094)

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER AND IMPORTED WATER
FROM SAN BERNARDINO BASIN AREA
BY CITY OF RIVERSIDE

- 1 Amount of new conservation water that is in addition to the amount included in the Plaintiffs Adjusted Right, that is provided for in Judgment Paragraph VI(b)6 agreements.
 - 2 Amount of Western's right to extract that is imported water assigned and transferred by Western to a Plaintiff pursuant to Paragraph 5 of the 2004 Judgment Paragraph VI(b)6 agreement.
 - 3 Total amount of new conservation and/or imported water extracted by Plaintiff.
 - 4 Amount of right to extract imported water acquired from Western and transferred to Plaintiff pursuant to Paragraph 5 of the 2004 Judgment Paragraph VI(b)6 agreement. Amount equals imported water acquired by Plaintiff (see Footnote 2).
 - 5 Amount of water transferred from Plaintiff to a Western imported water holding account equal to Plaintiffs unused water right in any five year period (under extraction) provided the amount transferred, plus the remaining balance of any previous such transfers, does not exceed the aggregate amount of imported water acquired by Plaintiff and the right to extract such amount transferred to Plaintiff (see Footnotes 2 and 4) pursuant to the 2004 Judgment Paragraph VI(b)6 agreement. Such holding account transfers are pursuant to Paragraph 11 of the 2013 Judgment Paragraph VI(b)6 agreement.
 - 6 Accumulated Credits include amounts of credit accumulated prior to the current five year period.
 - 7 Amount of new conservation water extracted by the City of Riverside that is in addition to the new conservation water included in the Adjusted Right. Such amount is included in Additional Deliveries in Table No. 3A-2.
 - 8 Amount of imported water extracted by City of Riverside that is transferred by Western to the City of Riverside (see Footnote 4) and previously transferred into the Western holding account (see Footnote 5). Such amount is included in Additional Deliveries in Table No. 3A-2.
 - 9 Accumulated Obligations include extraction related obligations accumulated for the current five year period and prior years.
 - 10 Credit equals Total Obligation minus Total Credits for the calendar year.
 - 11 New Conservation Net Accumulated (Credit) equals the sum of all annual amounts of New Conservation Additional Extractions (see Footnote 7) minus the sum of all annual amounts of New Conservation Allocation (see Footnote 1), including such amounts accumulated prior to the current five year period. Such credit amount is the remaining balance in the City of Riverside new conservation water account.
 - 12 Imported Water Net Accumulated (Credit) equals the sum of all annual amounts of Imported Water Additional Extractions (see Footnote 8) minus the sum of all annual amounts of Imported Water Transfer From Western (see Footnote 4) minus Imported Water Transfer To Holding Account (see Footnote 5), including such amounts accumulated prior to the current five year period. Such credit amount is the remaining balance of water in the Western imported water holding account that is available for extraction by City of Riverside.
 - 13 Total Net Accumulated (Credit) is the sum of the new conservation credit remaining balance and the imported water credit remaining balance.
-
- a In 2007 Western assigned and transferred the right to extract 2,459 acre-feet of imported water to City of Riverside.
 - b In 2007 City of Riverside extracted 2,459 acre-feet more than its Adjusted Right. See Table No. 3A-2.
 - c In 2013 Watermaster determined that operation of Seven Oaks Reservoir and downstream spreading grounds resulted in new conservation in the San Bernardino Basin Area during the period 1998 through 2012. The amount shown is the amount of such new conservation water allocated to City of Riverside pursuant to Paragraph 3(a) of the 2013 Agreement Regarding Additional Extractions of New Conservation Water From The San Bernardino Basin Area.
 - d In 2013 City of Riverside extracted less than its Adjusted Right and opted to transfer to Western previously transferred right to extract imported water of the amount shown pursuant to Paragraph 11 of the agreement cited in Footnote c above.

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER AND IMPORTED WATER
FROM SAN BERNARDINO BASIN AREA
BY RIVERSIDE HIGHLAND WATER COMPANY

(All Values in Acre-Feet)

		Calendar Years				
		2015	2016	2017	2018	2019
ADDITIONAL EXTRACTIONS						
New Conservation Allocation	1	0	0	0	0	0
Imported Water Assigned By Western	2	0	0	0	0	0
Additional Extractions	3	0	0	0	0	0
CREDITS						
New Conservation Allocation	1	0	0	0	0	0
Imported Water Transfer From Western	4	0	0	0	0	0
Imported Water Transfer To Holding Account	5	0	0	0	0	0
Total Credits		0	0	0	0	0
ACCUMULATED CREDITS	6	793	793	793	793	793
OBLIGATIONS						
New Conservation Additional Extractions	7	0	0	0	0	0
Imported Water Additional Extractions	8	0	0	0	0	0
Total Obligations		0	0	0	0	0
ACCUMULATED OBLIGATIONS	9	0	0	0	0	0
(CREDIT)	10	0	0	0	0	0
NEW CONSERVATION						
NET ACCUMULATED (CREDIT)	11	(793)	(793)	(793)	(793)	(793)
IMPORTED WATER						
NET ACCUMULATED (CREDIT)	12	0	0	0	0	0
TOTAL						
NET ACCUMULATED (CREDIT)	13	(793)	(793)	(793)	(793)	(793)

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER AND IMPORTED WATER
FROM SAN BERNARDINO BASIN AREA
BY RIVERSIDE HIGHLAND WATER COMPANY

- 1 Amount of new conservation water that is in addition to the amount included in the Plaintiffs Adjusted Right, that is provided for in Judgment Paragraph VI(b)6 agreements.
- 2 Amount of Western's right to extract that is imported water assigned and transferred by Western to a Plaintiff pursuant to Paragraph 5 of the 2004 Judgment Paragraph VI(b)6 agreement.
- 3 Total amount of new conservation and/or imported water extracted by Plaintiff.
- 4 Amount of right to extract imported water acquired from Western and transferred to Plaintiff pursuant to Paragraph 5 of the 2004 Judgment Paragraph VI(b)6 agreement. Amount equals imported water acquired by Plaintiff (see Footnote 2).
- 5 Amount of water transferred from Plaintiff to a Western imported water holding account equal to Plaintiffs unused water right in any five year period (under extraction) provided the amount transferred, plus the remaining balance of any previous such transfers, does not exceed the aggregate amount of imported water acquired by Plaintiff and the right to extract such amount transferred to Plaintiff (see Footnotes 2 and 4) pursuant to the 2004 Judgment Paragraph VI(b)6 agreement. Such holding account transfers are pursuant to Paragraph 11 of the 2013 Judgment Paragraph VI(b)6 agreement.
- 6 Accumulated Credits include amounts of credit accumulated prior to the current five year period.
- 7 Amount of new conservation water extracted by the Riverside Highland Water Company that is in addition to the new conservation water included in the Adjusted Right. Such amount is included in Additional Deliveries in Table No. 3B-2.
- 8 Amount of imported water extracted by Riverside Highland Water Company that is transferred by Western to the Riverside Highland Water Company (see Footnote 4) and previously transferred into the Western holding account (see Footnote 5). Such amount is included in Additional Deliveries in Table No. 3B-2.
- 9 Accumulated Obligations include extraction related obligations accumulated for the current five year period and prior years.
- 10 Credit equals Total Obligation minus Total Credits for the calendar year.
- 11 New Conservation Net Accumulated (Credit) equals the sum of all annual amounts of New Conservation Additional Extractions (see Footnote 7) minus the sum of all annual amounts of New Conservation Allocation (see Footnote 1), including such amounts accumulated prior to the current five year period. Such credit amount is the remaining balance in the Riverside Highland Water Company new conservation water account.
- 12 Imported Water Net Accumulated (Credit) equals the sum of all annual amounts of Imported Water Additional Extractions (see Footnote 8) minus the sum of all annual amounts of Imported Water Transfer From Western (see Footnote 5) minus Imported Water Transfer To Holding (see Footnote 5), including such amounts accumulated prior to the current five year period. Such credit amount is the remaining balance of water in the Western imported water holding account that is available for extraction by Riverside Highland Water Company.
- 13 Total Net Accumulated (Credit) is the sum of the new conservation credit remaining balance and the imported water credit remaining balance.

a In 2013 Watermaster determined that operation of the Seven Oaks Reservoir and downstream spreading grounds resulted in new conservation in the San Bernardino Basin Area during the period 1998 through 2012. The amount shown is the amount of such new conservation water allocated to Riverside Highland Water Company pursuant to Paragraph 3(c) of the 2013 Agreement Regarding Additional Extractions of New Conservation Water From the San Bernardino Basin Area.

ANNUAL ACCOUNTING FOR
 ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER AND IMPORTED WATER
 FROM SAN BERNARDINO BASIN AREA
 BY AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY

(All Values in Acre-Feet)

		Calendar Years				
		2015	2016	2017	2018	2019
ADDITIONAL EXTRACTIONS						
New Conservation Allocation	1	0	0	0	0	0
Imported Water Assigned By Western	2	0	0	0	0	0
Additional Extractions	3	0	0	0	0	0
CREDITS						
New Conservation Allocation	1	0	0	0	0	0
Imported Water Transfer From Western	4	0	0	0	0	0
Imported Water Transfer To Holding Account	5	0	0	0	0	0
Total Credits		0	0	0	0	0
ACCUMULATED CREDITS	6	1,448	1,448	1,448	1,448	1,448
OBLIGATIONS						
New Conservation Additional Extractions	7	0	0	0	0	0
Imported Water Additional Extractions	8	0	0	0	0	0
Total Obligations		0	0	0	0	0
ACCUMULATED OBLIGATIONS	9	0	0	0	0	0
(CREDIT)	10	0	0	0	0	0
NEW CONSERVATION						
NET ACCUMULATED (CREDIT)	11	(1,448)	(1,448)	(1,448)	(1,448)	(1,448)
IMPORTED WATER						
NET ACCUMULATED (CREDIT)	12	0	0	0	0	0
TOTAL						
NET ACCUMULATED (CREDIT)	13	(1,448)	(1,448)	(1,448)	(1,448)	(1,448)

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER AND IMPORTED WATER
FROM SAN BERNARDINO BASIN AREA
BY AGUA MANSA WATER COMPANY AND MEEKS & DALEY WATER COMPANY

- 1 Amount of new conservation water that is in addition to the amount included in the Plaintiffs Adjusted Right, that is provided for in Judgment Paragraph VI(b)6 agreements.*
 - 2 Amount of Western's right to extract that is imported water assigned and transferred by Western to a Plaintiff pursuant to Paragraph 5 of the 2004 Judgment Paragraph VI(b)6 agreement.*
 - 3 Total amount of new conservation and/or imported water extracted by Plaintiff.*
 - 4 Amount of right to extract imported water acquired from Western and transferred to Plaintiff pursuant to Paragraph 5 of the 2004 Judgment Paragraph VI(b)6 agreement. Amount equals imported water acquired by Plaintiff (see Footnote 2).*
 - 5 Amount of water transferred from Plaintiff to a Western imported water holding account equal to Plaintiffs unused water right in any five year period (under extraction) provided the amount transferred, plus the remaining balance of any previous such transfers, does not exceed the aggregate amount of imported water acquired by Plaintiff and the right to extract such amount transferred to Plaintiff (see Footnotes 2 and 4) pursuant to the 2004 Judgment Paragraph VI(b)6 agreement. Such holding account transfers are pursuant to Paragraph 11 of the 2013 Judgment Paragraph VI(b)6 agreement.*
 - 6 Accumulated Credits include amounts of credit accumulated prior to the current five year period.*
 - 7 Amount of new conservation water extracted by the Agua Mansa Water Company and Meeks & Daley Water Company that is in addition to the new conservation water included in the Adjusted Right. Such amount is included in Additional Deliveries in Table No. 3C-2.*
 - 8 Amount of imported water extracted by Agua Mansa Water Company and Meeks & Daley Water Company that is transferred by Western to the Agua Mansa Water Company and Meeks & Daley Water Company (see Footnote 4) and previously transferred into the Western holding account (see Footnote 5). Such amount is included in Additional Deliveries in Table No. 3C-2.*
 - 9 Accumulated Obligations include extraction related obligations accumulated for the current five year period and prior years.*
 - 10 Credit equals Total Obligation minus Total Credits for the calendar year.*
 - 11 New Conservation Net Accumulated (Credit) equals the sum of all annual amounts of New Conservation Additional Extractions (see Footnote 7) minus the sum of all annual amounts of New Conservation Allocation (see Footnote 1), including such amounts accumulated prior to the current five year period. Such credit amount is the remaining balance in the Agua Mansa Water Company and Meeks & Daley Water Company new conservation water account.*
 - 12 Imported Water Net Accumulated (Credit) equals the sum of all annual amounts of Imported Water Additional Extractions (see Footnote 8) minus the sum of all annual amounts of Imported Water Transfer From Western (see Footnote 4) minus Imported Water Transfer To Holding Account (see Footnote 5), including such amounts accumulated prior to the current five year period. Such credit amount is the remaining balance of water in the Western imported water holding account that is available for extraction by Agua Mansa Water Company and Meeks & Daley Water Company.*
 - 13 Total Net Accumulated (Credit) is the sum of the new conservation credit remaining balance and the imported water credit remaining balance.*
- a In 2013 Watermaster determined that operation of the Seven Oaks Reservoir and downstream spreading grounds resulted in new conservation in the San Bernardino Basin Area during the period 1998 through 2012. The amount shown is the amount of such new conservation water allocated to Agua Mansa Water Company and Meeks & Daley Water Company pursuant to Paragraph 3(b) of the 2013 Agreement Regarding Additional Extractions of New Conservation Water From the San Bernardino Basin Area.*

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER AND IMPORTED WATER
FROM SAN BERNARDINO BASIN AREA
BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(All Values in Acre-Feet)

		Calendar Years				
		2015	2016	2017	2018	2019
ADDITIONAL EXTRACTIONS						
New Conservation Allocation	1	0	0	0	0	0
Imported Water Assigned By Western	2	0	0	0	0	0
Additional Extractions	3	0	0	0	0	0
CREDITS						
New Conservation Allocation	1	0	0	0	0	0
Imported Water Transfer From Western	4	0	0	0	0	0
Imported Water Transfer To Holding Account	5	0	0	0	0	0
Total Credits		0	0	0	0	0
ACCUMULATED CREDITS	6	98	98	98	98	98
OBLIGATIONS						
New Conservation Additional Extractions	7	0	0	0	0	0
Imported Water Additional Extractions	8	0	0	0	0	0
Total Obligations		0	0	0	0	0
ACCUMULATED OBLIGATIONS	9	0	0	0	0	0
(CREDIT)	10	0	0	0	0	0
NEW CONSERVATION						
NET ACCUMULATED (CREDIT)	11	(98)	(98)	(98)	(98)	(98)
IMPORTED WATER						
NET ACCUMULATED (CREDIT)	12	0	0	0	0	0
TOTAL						
NET ACCUMULATED (CREDIT)	13	(98)	(98)	(98)	(98)	(98)

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER AND IMPORTED WATER
FROM SAN BERNARDINO BASIN AREA
BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

- 1 *Amount of new conservation water that is in addition to the amount included in the Plaintiffs Adjusted Right, that is provided for in Judgment Paragraph VI(b)6 agreements.*
 - 2 *Amount of Western's right to extract that is imported water assigned and transferred by Western to a Plaintiff pursuant to Paragraph 5 of the 2004 Judgment Paragraph VI(b)6 agreement.*
 - 3 *Total amount of new conservation and/or imported water extracted by Plaintiff.*
 - 4 *Amount of right to extract imported water acquired from Western and transferred to Plaintiff pursuant to Paragraph 5 of the 2004 Judgment Paragraph VI(b)6 agreement. Amount equals imported water acquired by Plaintiff (see Footnote 2).*
 - 5 *Amount of water transferred from Plaintiff to a Western imported water holding account equal to Plaintiffs unused water right in any five year period (under extraction) provided the amount transferred, plus the remaining balance of any previous such transfers, does not exceed the aggregate amount of imported water acquired by Plaintiff and the right to extract such amount transferred to Plaintiff (see Footnotes 2 and 4) pursuant to the 2004 Judgment Paragraph VI(b)6 agreement. Such holding account transfers are pursuant to Paragraph 11 of the 2013 Judgment Paragraph VI(b)6 agreement.*
 - 6 *Accumulated Credits include amounts of credit accumulated prior to the current five year period.*
 - 7 *Amount of new conservation water extracted by The Regents of the University of California that is in addition to the new conservation water included in the Adjusted Right. Such amount is included in Additional Deliveries in Table No. 3D-2.*
 - 8 *Amount of imported water extracted by The Regents of the University of California that is transferred by Western to The Regents of the University of California (see Footnote 4) and previously transferred into the Western holding account (see Footnote 5). Such amount is included in Additional Deliveries in Table No. 3D-2.*
 - 9 *Accumulated Obligations include extraction related obligations accumulated for the current five year period and prior years.*
 - 10 *Credit equals Total Obligation minus Total Credits for the calendar year.*
 - 11 *New Conservation Net Accumulated (Credit) equals the sum of all annual amounts of New Conservation Additional Extractions (see Footnote 7) minus the sum of all annual amounts of New Conservation Allocation (see Footnote 1), including such amounts accumulated prior to the current five year period. Such credit amount is the remaining balance in the The Regents of the University of California new conservation water account.*
 - 12 *Imported Water Net Accumulated (Credit) equals the sum of all annual amounts of Imported Water Additional Extractions (see Footnote 8) minus the sum of all annual amounts of Imported Water Transfer From Western (see Footnote 4) minus Imported Water Transfer To Holding Account (see Footnote 5), including such amounts accumulated prior to the current five year period. Such credit amount is the remaining balance of water in the Western imported water holding account that is available for extraction by The Regents of the University of California.*
 - 13 *Total Net Accumulated (Credit) is the sum of the new conservation credit remaining balance and the imported water credit remaining balance.*
- a In 2013 Watermaster determined that operation of the Seven Oaks Reservoir and downstream spreading grounds resulted in new conservation in the San Bernardino Basin Area during the period 1998 through 2012. The amount shown is the amount of such new conservation water allocated to The Regents of the University of California pursuant to Paragraph 3(d) of the 2013 Agreement Regarding Additional Extractions of New Conservation Water From the San Bernardino Basin Area.*

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER
FROM SAN BERNARDINO BASIN AREA
BY ENTITIES IN SAN BERNARDINO COUNTY OTHER THAN PLAINTIFFS

(All Values in Acre-Feet)

		Calendar Years				
		2015	2016	2017	2018	2019
ADDITIONAL EXTRACTIONS						
New Conservation Allocation	1	0	0	0	0	0
Additional Extractions	2	0	0	0	0	0
CREDITS						
New Conservation Allocation	1	0	0	0	0	0
Transfer	3	0	0	0	0	0
Total Credits		0	0	0	0	0
ACCUMULATED CREDITS	4	30,866	30,866	30,866	30,866	30,866
OBLIGATIONS						
New Conservation Additional Extractions	2	0	0	0	0	0
Transfer	5	0	0	0	0	0
Total Obligations		0	0	0	0	0
ACCUMULATED OBLIGATIONS	4	0	0	0	0	0
(CREDIT)	6	0	0	0	0	0
NEW CONSERVATION NET ACCUMULATED (CREDIT)		7	(30,866)	(30,866)	(30,866)	(30,866)

ANNUAL ACCOUNTING FOR
ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER
FROM SAN BERNARDINO BASIN AREA
BY ENTITIES IN SAN BERNARDINO COUNTY OTHER THAN PLAINTIFFS

- 1 Amount of new conservation water that is in addition to the amount included in San Bernardino Valley's Adjusted Right, that is provided for in Judgment Paragraph VI(b)6 agreements.*
 - 2 Amount of new conservation water extracted by users in San Bernardino County.*
 - 3 Amount of new conservation water transferred to San Bernardino Valley's new conservation account.*
 - 4 Accumulated Credit and Accumulated Obligations include amounts accumulated prior to the current five-year period.*
 - 5 Amount of new conservation water transferred from San Bernardino Valley's new conservation account.*
 - 6 Credit equals Total Obligations minus Total Credits for the calendar year.*
 - 7 New Conservation Net Accumulated (Credit) equals the sum of all annual amounts of New Conservation Additional Extractions and Transfers from San Bernardino Valley (see Footnotes 2 and 5) minus the sum of all amounts of New Conservation Allocation and Transfers to San Bernardino Valley (see Footnotes 1 and 3), including such amounts accumulated prior to the current five-year period. Such credit amount is the remaining balance in the San Bernardino Valley new conservation account.*
- a In 2013 Watermaster determined that operation of the Seven Oaks Reservoir and downstream spreading grounds resulted in new conservation in the San Bernardino Basin Area during the period 1998 through 2012. The amount shown is the amount of such new conservation water allocated to entities in San Bernardino County other than Plaintiffs pursuant to Paragraph 4 of the 2013 Agreement Regarding Additional Extractions of New Conservation Water From the San Bernardino Basin Area.*

ANNUAL ACCOUNTING FOR
RIVERSIDE BASIN MITIGATION ACCOUNT
RELATED TO SEVEN OAKS WATER CONSERVED
IN SAN BERNARDINO BASIN AREA

(All Values in Acre-Feet)

		Calendar Years									
		2015		2016		2017		2018		2019	
<u>MITIGATION ACCOUNT ADDITIONS</u>	<i>1</i>										
Long Term Forecast Annual Average Amounts Included Pursuant to Footnote	<i>2</i>	483	<i>12</i>	483	<i>12</i>	483	<i>12</i>	483	<i>12</i>	483	<i>12</i>
Specific Year Amounts Included Pursuant to Footnote	<i>3</i>	0		0		0		0		0	
<u>Total Mitigation Account Additions</u>	<i>4</i>	483		483		483		483		483	
<u>ACCUMULATED MITIGATION ACCOUNT ADDITIONS</u>	<i>5</i>	4,162		4,645		5,128		5,611		6,094	
<u>MITIGATION ACCOUNT EXTRACTIONS</u>	<i>6</i>										
Extractions by City of Riverside	<i>7</i>	0		0		0		0		0	
Extractions by Other Than Plaintiffs	<i>8</i>	0		0		0		0		0	
<u>Total Mitigation Account Extractions</u>	<i>9</i>	0		0		0		0		0	
<u>ACCUMULATED MITIGATION ACCOUNT EXTRACTIONS</u>	<i>10</i>	0		0		0		0		0	
<u>MITIGATION ACCOUNT BALANCE</u>	<i>11</i>	4,162		4,645		5,128		5,611		6,094	

ANNUAL ACCOUNTING FOR
RIVERSIDE BASIN MITIGATION ACCOUNT
RELATED TO SEVEN OAKS WATER CONSERVED
IN SAN BERNARDINO BASIN AREA

- 1 Pursuant to the 2013 Agreement Regarding Additional Extractions of New Conservation Water From the San Bernardino Basin Area (Basin) (2013 Agreement), any amount of replenishment in the Basin resulting from operation of Seven Oaks Dam and related diversion and spreading facilities that, in the absence of such operation, would have been replenished in the Riverside Basin, shall be included in a Riverside Basin Mitigation Account. Such water is referred to herein as Mitigation Water.
- 2 Equal annual average amounts of Mitigation Water determined on the basis of a long term forecast of Seven Oaks related conservation at the Santa Ana River Spreading Grounds. Pursuant to the 2013 Agreement, such forecasts are subject to periodic change and hence the otherwise equal annual amounts may change periodically.
- 3 Specific amounts of Mitigation Water resulting from a determination of prior years (1998-2012) new conservation and any determination of new conservation resulting from conservation through direct use, recharge in the Basin in areas other than the Santa Ana River Spreading Grounds and/or export from the Basin and subsequent return for direct use or recharge.
- 4 Long Term Forecast Annual Average Amounts plus Specific Year Amounts.
- 5 Accumulated amount of Mitigation Account Additions includes amounts accumulated prior to the current five-year period.
- 6 Pursuant to the 2013 Agreement, the City of Riverside may be required to extract San Bernardino Basin Area water that is included in the Mitigation Account and reduce extractions in its Flume Tract wells in the Riverside Basin by the same amount. Similarly, San Bernardino Valley may choose to extract water that is included in the Mitigation Account and deliver it for recharge in the Riverside Basin.
- 7 Amounts of Mitigation Water extracted by City of Riverside pursuant to the 2013 Agreement.
- 8 Amounts of Mitigation Water extracted by any producer other than Plaintiffs for delivery and recharge in the Riverside Basin.
- 9 Extractions by City of Riverside plus Extractions by Other Than Plaintiffs.
- 10 Accumulated amount of Mitigation Account Extractions includes amounts accumulated prior to the current five-year period.
- 11 The amount of Mitigation Water Additions to the Mitigation Account minus the amount of Mitigation Water Extractions from the Mitigation Account by City of Riverside and by Other Than Plaintiffs in San Bernardino County.
- 12 Based on calculations by GEOSCIENCE/SAIC in an August 1, 2013 Technical Memorandum to Western and San Bernardino Valley, Watermaster determined that 483 acre-feet/year of Mitigation Water should be included in the Riverside Basin Mitigation Account based on the current maximum spreading grounds diversion rate of 195 cfs. Inclusion of such annual average amount of Mitigation Water continues annually until another long term forecast results in a change.

SUMMARY OF COMPLIANCE WITH FOUR
PRINCIPAL PROVISIONS OF THE JUDGMENT

COMPLIANCE IN THE SAN BERNARDINO BASIN AREA

■ PLAINTIFF EXTRACTIONS ARE LESS THAN THE
MAXIMUM ALLOWABLE EXTRACTIONS

During the five-year period 2015 through 2019 extractions by Plaintiffs did not exceed the five-year maximum allowable. (See page 2b of 2 of Table Nos. 10 through 13) Also, in calendar year 2019 extractions by each Plaintiff did not exceed the annual maximum allowable, which is 1.3 times the 2019 Adjusted Right. (See page 1b of 2 of Table Nos. 10 through 13)

■ SAN BERNARDINO VALLEY IS NOT REQUIRED TO
PROVIDE REPLENISHMENT

For the period 1971 through 2019, San Bernardino Valley credits exceed obligation by 463,168 AF. (See Table No. 17)

COMPLIANCE IN THE COLTON AND RIVERSIDE BASIN AREAS

■ WESTERN IS NOT REQUIRED TO PROVIDE
REPLENISHMENT

For the period 1971 through 2019, Western credits exceed obligations by 544,221 AF. (See Table No. 16)

■ SAN BERNARDINO VALLEY MAY BE REQUIRED TO
PROVIDE REPLENISHMENT FOR MAINTAINING
GROUNDWATER LEVEL

The average lowest water level in the three key wells for Calendar Year 2019 is 5.94 feet lower than the required minimum average level of 822.04 feet. Pursuant to Judgment Paragraph VIII (d) and subject to the alternative remedy provided for in Paragraph VIII (e) and the conditions cited in Paragraph XI (d) and XV (e), San Bernardino Valley may be required to provide replenishment.

K

Appendix K: City of Riverside Mandatory Use of Recycled Water Ordinance

Chapter 14.28**MANDATORY USE OF RECYCLED WATER****Sections:**

14.28.010	Findings.
14.28.020	Water Recycling Policy.
14.28.030	Definitions.
14.28.040	Water Recycling Master Plan.
14.28.050	Procedures.
14.28.060	Sanctions.
14.28.070	Validity.

Section 14.28.010 Findings.

The people of the State of California have a primary interest in the development of facilities to recycle water containing waste to supplement existing surface and underground water supplies and to assist in meeting the future water requirements of the State (California Water Code, Section 13510). This policy is in the best interest of the City. This ordinance is necessary to protect the common water supply of the region which is vital to public health and safety, and to prevent endangerment of public and private property. The City is highly dependent on limited groundwater for domestic, agricultural and industrial uses. The reliability of the supply of imported water is uncertain. By developing and utilizing recycled water, the need for additional imported water can be reduced. In light of these circumstances, certain uses of potable water may be considered unreasonable where recycled water is available. Recycled water should be more readily available in seasons of drought when the supply of potable water for nonessential uses may be uncertain. (Ord. 7002 § 2, 2008)

Section 14.28.020 Water Recycling Policy.

It is the policy of the City that recycled water determined to be available pursuant to Section 13550 of the California Water Code shall be used for nonpotable uses within the designated Recycled Water Use Areas, as set forth within this Chapter wherever there is not an alternative higher or better use for the recycled water, its use is economically justified, financially and technically feasible, and consistent with legal requirements, preservation of public health, safety and welfare, and the environment. (Ord. 7002 § 2, 2008)

Section 14.28.030 Definitions.

The words used in this chapter shall have the meanings as set forth below:

A. "Agricultural purposes" includes the growing of field and nursery crops, row crops, trees, and vines and the feeding of fowl and livestock.

B. "Artificial lake" means a human-made lake, pond, lagoon, or other body of water that is used wholly or partly for landscape, scenic or noncontact recreational purposes.

C. "Commercial office building" means any building for office or commercial uses with water requirements which include, but are not limited to, landscape irrigation, toilets, urinals and/or decorative fountains.

D. "Recycled water distribution system" means a piping system intended for the delivery of recycled water only and which is separate from any potable water distribution system.

E. "Greenbelt areas" includes, but is not limited to, golf courses, cemeteries, parks and landscaping.

F. "Industrial process water" means water used by any industrial facility with process water requirements which include, but are not limited to, rinsing, washing, cooling and circulation, or construction, including any facility regulated by the requirements of Chapter 14.12.

G. "Off-site facilities" means water facilities from the source of supply to the point of connection with the on-site facilities, including the water meter.

H. "On-Site Facilities" means water facilities under the control of the owner, downstream from but not including the water meter.

I. "Potable Water" means water which conforms to the federal, state, and local standards for human consumption.

J. "Recycled water" means water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that would not otherwise occur, as defined by California Water Code Section 13050(n).

K. "Master Plan" shall mean the Water Recycling Master Plan referenced in this Chapter. (Ord. 7002 § 2, 2008)

Section 14.28.040 Water Recycling Master Plan.

A. General.

Upon adoption of this ordinance, the City's Public Utilities Department shall prepare and adopt a Water Recycling Master Plan to define, encourage, and develop the use of recycled water within its boundaries. The Master Plan shall be updated not less often than every five years.

B. Contents of Master Plan. The Master Plan shall include, but not be limited to, the following:

1. Plants and Facilities.

Evaluation of the location and size of present and future reclamation treatment plants, distribution pipelines, pump stations, reservoirs, and other facilities related to recycled water, including cost estimates and potential financing methods.

2. Recycled Water Service Areas.

A. Designation, based on the criteria set forth in Section 14.24.020 and the information derived from Section 14.24.040(B)(1) and this section, of the areas within the boundaries of City that can or may in the future use recycled water in lieu of potable water. Recycled water uses may include, but are not limited to, the irrigation of greenbelt and agricultural areas, filling of artificial lakes, and appropriate industrial and commercial uses.

3. Mandatory Recycled Water Use.

For each recycled water service area:

a. An evaluation of whether greenbelt irrigation, agricultural irrigation, commercial office buildings landscape irrigation, the filling of artificial lakes, or industrial processes shall be limited to the use of recycled water.

b. As appropriate, a review of whether to mandate construction of recycled water distribution systems or other facilities in new and existing developments for current or future recycled water use as a condition of any development approval or continued water service if future water recycling facilities are proposed in the Master Plan that could adequately serve the development, in accordance with the procedures described in Section 12.24.050.

c. The identification of resources and adoption of measures to assist water users in the financing of necessary conversions.

4. Rules and Regulations.

The establishment of general rules and regulations governing the use and distribution of recycled water. (Ord. 7002 § 2, 2008)

Section 14.28.050 Procedures.**A. Development and Water Service Approvals.****1. Conditions.**

Upon application by a developer, owner or water customer for a new industrial, commercial, or residential subdivisions located within the designated Recycled Water Use Areas for which a tentative map or parcel map is required pursuant to Government Code Section 66426, or for new or altered water service, the Public Utilities Department shall review the Master Plan and make a preliminary determination whether the current or proposed use of the subject property is required to be served with recycled water or should include facilities designed to accommodate the use of recycled water in the future. Based upon such determination, use of recycled water and/or provision of recycled water distribution systems or other facilities for the future use of recycled water, and application for a permit for such use may be required as a condition of approval of any such application, in addition to any other conditions of approval.

2. Notice of Determination.

A notice of the basis for the preliminary determination, proposed conditions of approval and schedule for compliance shall be provided to the applicant prior to approval of the development application.

3. Requested Service.

On a case by case basis, upon application for a permit to use recycled water on a property not covered by Sections 14.24.050(B)(1) and (2), above, the Public Utilities Department shall review the Master Plan and make a determination whether the subject property shall be served with recycled water. Based upon such determination, the application for the permit shall be accepted and processed subject to Section 14.24.050(C).

B. Recycled Water Permit Process.

Upon a final determination by the Public Utilities Department that a property shall be served with recycled water, or adoption of a condition of development approval requiring use or accommodation of the use of recycled water, the water customer, owner or applicant shall obtain a recycled water permit.

1. Permit Conditions.

The permit shall specify the design and operational requirements for the applicant's water distribution facilities and schedule for compliance, based on the rules and regulations adopted pursuant to Section 14.24.040, and shall require compliance with both the California Department of Health Services Wastewater Recycling Criteria (see California Code of Administrative Regulations, Title 22), requirements of the Regional Water Quality Control Board and the Public Utilities Department Water Rules.

2. Plan Approval.

Plans for the recycled and non-recycled water distribution systems for the parcel shall be reviewed by the Public Utilities Department and a field inspection conducted before the permit is granted.

3. Permit Issuance.

Upon approval of plans the permit shall be issued. Recycled water shall not be supplied to a property until inspection and determination by the Public Utilities Department that the applicant is in compliance with the permit conditions. Recycled water service shall not commence within the designated Recycled Water Use Area in any service area of a private utility, as defined in Section 1502 of the Public Utilities Code, or to any service area of another public agency retail water supplier, except in accordance with a written agreement between the recycled water producer and the private utility or public agency retail water supplier.

C. Temporary Use of Potable Water.

At the discretion of the Public Utilities Department, and in accord with its Water Rules, potable water may be made available to the subject property on a temporary basis, until

recycled water is available. Before the applicant receives temporary potable water, a water recycling permit, as described in Section 14.24.050(C), must be obtained for new on-site distribution facilities. Prior to commencement of recycled water service, an inspection of the on-site facilities will be conducted to verify that the facilities have been maintained and are in compliance with the recycled water permit and current requirements for service. Upon verification of compliance, recycled water shall be served to the parcel for the intended use. If the facilities are not in compliance, the applicant shall be notified of the corrective actions necessary and shall have at least thirty (30) days to take such actions prior to initiation of enforcement proceedings.

D. Recycled Water Rate.

The rate charged for recycled water shall be established by the Board of Public Utilities and approved by the City Council, in accord with Section 1202(E) of the City Charter. (Ord. 7002 § 2, 2008)

Section 14.28.060 Sanctions.

A. Public Nuisance.

Discharge of wastes or the use of recycled water in any manner in violation of this ordinance or of any permit issued hereunder is hereby declared a public nuisance and shall be corrected or abated in accord with Chapter 6.15 of this code.

B. Injunction.

Whenever a discharge of wastes or use of recycled water is in violation of this ordinance or otherwise causes or threatens to cause a condition of nuisance, the City may seek injunctive relief as may be appropriate to enjoin such discharge or use.

C. Permit Revocation.

In addition to any other statute or rule authorizing termination of water service, the City may revoke a permit issued hereunder if a violation of any provision of this ordinance is found to exist or if a discharge of wastes or use of recycled water causes or threatens to cause a nuisance.

D. Penalty.

Any owner and/or operator who violates this ordinance shall, for each day of violation, or portion thereof, be subject to a fine not exceeding \$1,000. In addition, water service to the property may be discontinued. (Ord. 7002 § 2, 2008)

Section 14.28.070 Validity.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provisions to other persons or circumstances shall not be affected thereby. (Ord. 7002 § 2, 2008)



Appendix L: 2020 Water Quality Report

WATER QUALITY REPORT

2020

WATER RESOURCES

RPU met all of its water supply needs in 2020 by utilizing groundwater sources located in the Bunker Hill and Riverside Basins. RPU directly treats some of its wells and blends all water sources at a central location before entering into distribution.

All data provided are from samples collected in the distribution system or at the entry point to the system:



**Transmission
Pipelines**



**Distribution
Pipelines**



Reservoirs



**Booster
Stations**



**Treatment
Plants**

RIVERSIDE PUBLIC UTILITIES: 2020 WATER SAMPLING DATA

We are pleased to report that our water **met or surpassed** all state and federal drinking water quality standards in 2020.



6,200 - Samples collected to test for bacteria.



13,000 - Samples collected for source and system compliance and monitoring.



Approximately \$632,000 - Spent on compliance laboratory costs.



10,000 - Samples collected for treatment plant compliance and monitoring.



29,200 - Total samples collected.

State certified independent laboratories perform water tests

Riverside Public Utilities tests for more than **200 regulated and unregulated contaminants** in our water system as required by state and federal regulations. This report provides data from sampling conducted in calendar year 2020. Only those contaminants detected in our water system are listed here. The state allows us to monitor for

some contaminants less than once per year because concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For a listing of additional chemical tests, please contact our **Water Quality Division** at **(951) 351-6370**.

This report contains important information about your drinking water. Translate it or speak with someone who understands it.

SPANISH

Este reporte contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien. Para más información por favor llame (951) 351-6370.

TAGALOG

**Mahalaga ang impormasyong ito.
Mangyaring ipasalin ito.**

CHINESE

此份有关你的食水报告, 内有重要资料和信息, 请找他人为你翻译及解释清楚。

VIETNAMESE

**Chi tiết này thật quan trọng.
Xin nhờ người dịch cho quý vị.**

JAPANESE

**この情報は重要です。
翻訳を依頼してください。**

KOREAN

**이 안내는 매우 중요합니다.
본인을 위해 번역인을 사용하십시오.**

RIVERSIDE PUBLIC UTILITIES 2020 WATER QUALITY REPORT

PRIMARY STANDARDS: MANDATORY HEALTH-RELATED STANDARDS

CONTAMINANT	STATE MCL	STATE PHG	RIVERSIDE PUBLIC UTILITIES AVERAGE	RIVERSIDE PUBLIC UTILITIES RANGE	SOURCES IN DRINKING WATER
MICROBIOLOGICAL Total Coliform (P/A) (a)	>5%	0 (MCLG)	0.26%	0 - 1%	Naturally present in environment
CLARITY Turbidity (John W. North Treatment Plant)	TT	NS	0.1 NTU (Highest)	100% Meeting turbidity limits	Soil runoff
REGULATED ORGANIC Total Trihalomethanes "THMs"	80 ppb	NS	5.3 ppb	1.1 - 6.3 ppb	By-product of drinking water disinfection
Chlorine	4.0 ppm as Cl ₂ (MRDL)	4.0 ppm as Cl ₂ (MRDLG)	0.62 ppm	0.22 - 0.93 ppm	Naturally present in environment
REGULATED INORGANIC Arsenic	10 ppb	4 ppt	1.4 ppb	0 - 3.6 ppb	Erosion of natural deposits
Fluoride	2 ppm	1 ppm	0.47 ppm	0.39 - 0.54 ppm	Naturally present in environment
Nitrate (as nitrogen, N)	10 ppm	10 ppm	5.3 ppm	3.9 - 6.7 ppm	Naturally present in environment
Perchlorate	6 ppb	1 ppb	ND	ND	Inorganic chemical used in variety of industrial operatives
RADIOLOGICAL Uranium	20 pCi/L	0.43 pCi/L	6.4 pCi/L	4.3 - 8.5 pCi/L	Erosion of natural deposits
Radium 228	5 pCi/L	0.019 pCi/L	0.98 pCi/L	ND - 2.4 pCi/L	Erosion of natural deposits
LEAD/COPPER (AL) (90% Household Tap)					
Copper (b)	1300 ppb	300 ppb	440 ppb	ND - 840 ppb	Internal corrosion of home plumbing
UNREGULATED CHEMICALS	NOTIFICATION LEVEL		AVERAGE	RANGE	
Chlorodibromoacetic acid	NS		0.08 ppb	ND - 0.33 ppb	2019 UCMR4 Data
Germanium (total)	NS		0.28 ppb	ND - 0.44 ppb	2019 UCMR4 Data
Perfluorooctanesulfonic sulfonate (PFOS)	6.5 ppt		5.4 ppt	3.7 - 6.4 ppt	
Perfluorooctanoic acid (PFOA)	5.1 ppt		4.1 ppt	3.2 - 4.5 ppt	
Perfluorobutanesulfonic acid (PFBS)	500 ppt		3.4 ppt	2.7 - 4 ppt	
Perfluorohexanesulfonic acid (PFHxS)	NS		4.0 ppt	2.9 - 5.5 ppt	
Perfluorohexanoic Acid (PFHxA)	NS		4.7 ppt	4.3 - 5.2 ppt	

SECONDARY STANDARDS AESTHETIC STANDARDS

	STATE MCL	RIVERSIDE PUBLIC UTILITIES AVERAGE	RIVERSIDE PUBLIC UTILITIES RANGE	SOURCES IN DRINKING WATER		STATE MCL	RIVERSIDE PUBLIC UTILITIES AVERAGE	RIVERSIDE PUBLIC UTILITIES RANGE	SOURCES IN DRINKING WATER
Chloride	500 ppm	36 ppm	33 - 39 ppm	Naturally present in environment	Alkalinity (CaCO ₃)	NS	162 ppm	140 - 170 ppm	Naturally present in environment
Sulfate	500 ppm	71 ppm	67 - 76 ppm	Naturally present in environment	Sodium	NS	43 ppm	40 - 44 ppm	Naturally present in environment
Total Dissolved Solids "TDS"	1000 ppm	361 ppm	290 - 390 ppm	Naturally present in environment	Calcium	NS	65 ppm	61 - 69 ppm	Naturally present in environment
Specific Conductance	1600 µmho/cm	581 µmho/cm	560 - 640 µmho/cm	Substances form ions in water	Potassium	NS	3 ppm	2.7 - 3.3 ppm	Naturally present in environment
pH Units	NS	8.2 Units	6.9 - 10 Units	Naturally present in environment	Magnesium	NS	9 ppm	8 - 10 ppm	Naturally present in environment
Hardness (CaCO ₃)	NS	202 ppm (11 gpg)	190 - 210 ppm	Naturally present in environment	Turbidity	5 NTU	0.11 NTU	0 - 0.29 NTU	Naturally present in environment



An important message about drinking water sources from the US EPA

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of land or through the ground, it dissolves naturally occurring minerals, and in some cases radioactive materials, and can pick up substances resulting from the presence of animals or human activity. Contaminants that may be present in source water include: **Microbial Contaminants**, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife. **Inorganic Contaminants**, such as salts and metals, that can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming. **Pesticides and Herbicides**, which may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses. **Organic Chemical Contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production and can also come from gas stations, urban storm water runoff, agricultural application, and septic systems. **Radioactive Contaminants**, which can be naturally occurring or be the result of oil and gas production and mining activities.

Regulations: In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. State Board regulations also establish limits for contaminants in bottled water that must provide the same protection for public health.

Important Health Information: Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons, such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly people, and infants, can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Center for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hot Line. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline at 1 (800) 426-4791.

Water Sources: Riverside obtains its water supply from groundwater stored in the Bunker Hill and Riverside groundwater basins. An assessment of these drinking water sources for the City of Riverside was completed in May 2013. These sources are considered most vulnerable to historical contamination from industrial and agricultural operations.

A copy of the complete assessment is available at State Board District Office, 1350 Front Street, Room 2050, San Diego, CA 92101 or at Riverside Public Utilities (RPU) offices at 3750 University Ave. 3rd Floor, Riverside, CA 92501. You may request a summary of the assessment be sent to you by contacting the State Board district engineer or a RPU water system representative at (951) 351-6370.

Definitions

Maximum Contaminant Level (MCL) The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Maximum Contaminant Level Goal (MCLG) The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the US Environmental Protection Agency (USEPA).

Public Health Goal (PHG) The level of a contaminant in drinking water below which there is no known or expected health risk. PHGs are set by the California EPA.

Regulatory Action Level (AL) The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Primary Drinking Water Standard (PDWS) MCLs and MRDL's for contaminants that affect health, along with their monitoring and reporting requirements, and water treatment requirements.

Maximum Residual Disinfectant Level (MRDL) The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG) The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Millirem (mrem) is a unit used to account for various radiations that have an effect on humans.

Parts Per Million (ppm) One part per million corresponds to one minute in two years or one penny in \$10,000.

Treatment Technique (TT) A required process intended to reduce the level of a contaminant in drinking water.

Parts Per Billion (ppb) One part per billion corresponds to one minute in 2,000 years or one penny in \$10,000,000.

Parts Per Trillion (ppt) One part per trillion corresponds to one minute in two million years or one penny in \$10,000,000,000.

Picocuries Per Liter (pCi/L) A measure of the radioactivity in water.

Nephelometric Turbidity Units (NTU) A measure of suspended material in water.

Micromhos (μ MHOS) A measure of conductivity (electric current) in water.

UCMR4 Fourth Unregulated Contaminant Monitoring Rule

NL Notification level

ND Not detected at the detection limit for reporting.

NS No standard.

GPG Grains per gallon of hardness (1 gpg = 17.1 ppm).

< Less than the detectable levels.

(a) Results of all samples collected from the distribution system during any month shall be free of total coliforms in 95% or more of the monthly samples. This Consumer Confidence Report (CCR) reflects changes in drinking water regulatory requirements during 2016. All water systems are required to comply with the state Total Coliform Rule. Beginning April 1, 2016, all water systems are also required to comply with the federal revised Total Coliform Rule. The new federal rule maintains the purpose to protect public health by ensuring

the integrity of the drinking water distribution system and monitoring for the presence of microbials (i.e., total coliform and E. coli bacteria). The U.S. EPA anticipates greater public health protection as the new rule requires water systems that are vulnerable to microbial contamination to identify and fix problems. Water systems that exceed a specified frequency of total coliform occurrences are required to conduct an assessment to determine if any sanitary defects exist. If found these must be corrected by the water system.

(b) The Lead and Copper Rule requires that 90 percent of samples taken from drinking water taps in the program homes must be below the action levels. Monitoring is required every 3 years. In 2019, 51 homes participated in the monitoring program. No lead was detected in the 90th percentile samples. The average value listed for copper is the 90th percentile result. No home exceeded the action level for either lead or copper. The next monitoring program is scheduled for 2022. In 2019, one school has requested lead sampling. From 2017-2019, RPU has tested all required schools.

Additional Regulatory Information

Fluoride - The State Water Resources Control Board (State Board) has established an "optimal" fluoride level for water at 1 ppm. Riverside has naturally occurring fluoride levels at 0.47 ppm and is not planning to add fluoride to its water by artificial means.

Lead - If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Riverside Public Utilities is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to two minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at EPA.gov/SafeWater/Lead.

Nitrate - Nitrate in drinking water at levels above 10 ppm is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of an infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 ppm may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant or you are pregnant, you should ask advice about nitrate levels from your health care provider.

Riverside provides drinking water that on average is at 5.3 ppm and has a range from 3.9 ppm to 6.7 ppm during the year. The State Board has set the MCL for nitrate at 10 ppm. Riverside has 50 wells that are blended to comply with drinking water standards. The city conducts extensive monitoring of the blend operations. Seasonal variation in demand and flow, in addition to system maintenance and repair, impact the nitrate levels during the year.

Perchlorate - Perchlorate is a regulated drinking water contaminant in California. The maximum contaminant level for perchlorate is 6 parts per billion. Perchlorate salts were used in solid rocket propellants and other industrial applications.

Turbidity - A measure of the cloudiness of the water. Turbidity is a good indicator of the effectiveness of our filtration system.

Monitoring Unregulated Contaminants

This monitoring helps USEPA to determine where certain contaminants occur and whether the contaminants need to be regulated. Data is available at EPA.gov/dwucmr.

INFORME SOBRE LA CALIDAD DEL AGUA 2020

RECURSOS HIDRÁULICOS

RPU satisfizo todas sus necesidades de suministro de agua en 2020 mediante la utilización de fuentes de agua subterránea ubicadas en las Cuencas de Bunker Hill y Riverside. RPU trata directamente algunos de sus pozos y mezcla todas las fuentes de agua en un lugar central antes de entrar en distribución.

Todos los datos proporcionados proceden de muestras recogidas en el sistema de distribución o en el punto de entrada al sistema:



Tuberías de Transmisión



Tuberías de Distribución



Tanques



Estaciones de Refuerzo



Plantas de Tratamiento

RIVERSIDE PUBLIC UTILITIES: 2020 DATOS DE MUESTREO DEL AGUA

Nos complace informar que nuestra agua **cumplió o superó** todos los estándares estatales y federales de calidad del agua potable en 2020.



6,200 - Muestras recogidas para detectar bacterias.



13,000 - Muestras recogidas para el cumplimiento y seguimiento de fuentes y sistemas.



Aproximadamente \$632,000 - Invertidos en costos de laboratorio para el cumplimiento.



10,000 - Muestras recogidas para el cumplimiento y seguimiento de las plantas de tratamiento.



29,200 - Total de muestras recogidas.

Laboratorios independientes certificados por el estado realizan las pruebas del agua

Riverside Public Utilities hace pruebas para más de **200 contaminantes regulados y no regulados** en nuestro sistema de agua según lo requieren las normativas estatales y federales. Este informe proporciona datos de muestreo realizado en el año calendario 2020. Solamente esos contaminantes detectados en nuestro sistema de agua se enumeran aquí. El estado nos permite monitorear algunos contaminantes menos

de una vez al año porque las concentraciones de estos contaminantes no cambian con frecuencia. Algunos de nuestros datos, aunque representativos, tienen más de un año de antigüedad. Para obtener una lista de pruebas químicas adicionales, póngase en contacto con nuestra **División de Calidad del Agua** al **(951) 351-6370**.

Este reporte contiene información importante acerca de su agua potable. Tradúzcalo o hable con alguien que lo entienda.

ESPAÑOL

Este reporte contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien. Para más información por favor llame (951) 351-6370.

TAGALOG

Malalaga ang impormasyong ito.
Mangyaring ipasalin ito.

CHINO

此份有关你的食水报告,内有重要资料和信息,请找他人替你翻译及解释清楚。

VIETNAMITA

Chi tiết này thật quan trọng.
Xin nhờ người dịch cho quý vị.

JAPONÉS

この情報は重要です。
翻訳を依頼してください。

COREANO

이 안내는 매우 중요합니다.
본인을 위해 번역인을 사용하십시오.

INFORME SOBRE LA CALIDAD DEL AGUA DE RIVERSIDE PUBLIC UTILITIES 2020

NORMAS PRIMARIAS: NORMAS OBLIGATORIAS RELACIONADAS CON LA SALUD

CONTAMINANTE	MCL DEL ESTADO	PHG DEL ESTADO	PROMEDIO	RANGOS	FUENTES EN EL AGUA POTABLE
MICROBIOLÓGICO Coliforme total (P/A) (a)	>5%	0 (MCLG)	0.26%	0 - 1%	Naturalmente presente en el medio ambiente
CLARIDAD Turbidez (John W. North Treatment Plant)	TT	NS	0.1 NTU (Más Alto)	Límites de Turbidez del 100%	Escorrentía de suelo
ORGÁNICO REGULADO Total Trihalometanos "TTHMs"	80 ppb	NS	5.3 ppb	1.1 - 6.3 ppb	Subproducto de la desinfección del agua potable
Cloro	4.0 ppm como Cl ₂ (MRDL)	4.0 ppm como Cl ₂ (MRDLG)	0.62 ppm	0.22 - 0.93 ppm	Naturalmente presente en el medio ambiente
REGULADO INORGÁNICO Arsénico	10 ppb	4 ppt	1.4 ppb	0 - 3.6 ppb	Erosión de los depósitos naturales
Fluoruro	2 ppm	1 ppm	0.47 ppm	0.39 - 0.54 ppm	Naturalmente presente en el medio ambiente
Nitrato (como nitrógeno, N)	10 ppm	10 ppm	5.3 ppm	3.9 - 6.7 ppm	Naturalmente presente en el medio ambiente
Perclorato	6 ppb	1 ppb	ND	ND	Químico inorgánico utilizado en variedad de operativos industriales
RADIOLÓGICO Uranio	20 pCi/L	0.43 pCi/L	6.4 pCi/L	4.3 - 8.5 pCi/L	Erosión de los depósitos naturales
Radio 228	5 pCi/L	0.019 pCi/L	0.98 pCi/L	ND - 2.4 pCi/L	Erosión de los depósitos naturales
PLOMO/COBRE (AL) (90% Grifo del Hogar)					
Cobre (b)	1300 ppb	300 ppb	440 ppb	ND - 840 ppb	Corrosión interna de las tuberías del hogar

PRODUCTOS QUÍMICOS NO REGULADOS	NIVEL DE NOTIFICACIÓN	PROMEDIO	RANGOS	
Ácido clorodibromoacético	NS	0.08 ppb	ND - 0.33 ppb	Datos de UCMR4 2019
Germanio (total)	NS	0.28 ppb	ND - 0.44 ppb	Datos de UCMR4 2019
Sulfonato perfluorooctanosulfónico (PFOS)	6.5 ppt	5.4 ppt	3.7 - 6.4 ppt	
Ácido perfluorooctanoico (PFOA)	5.1 ppt	4.1 ppt	3.2 - 4.5 ppt	
Ácido perfluorobutanosulfónico (PFBS)	500 ppt	3.4 ppt	2.7 - 4 ppt	
Ácido perfluorohexanosulfónico (PFHxS)	NS	4.0 ppt	2.9 - 5.5 ppt	
Ácido perfluorohexanoico (PFHxA)	NS	4.7 ppt	4.3 - 5.2 ppt	

NORMAS SECUNDARIAS NORMAS ESTÉTICAS

	MCL ESTATAL	PROMEDIO	RANGOS	FUENTES EN EL AGUA POTABLE
Cloruro	500 ppm	36 ppm	33 - 39 ppm	Naturalmente presente en el medio ambiente
Sulfato	500 ppm	71 ppm	67 - 76 ppm	Naturalmente presente en el medio ambiente
Sólidos Disueltos Totales "TDS"	1000 ppm	361 ppm	290 - 390 ppm	Naturalmente presente en el medio ambiente
Conductancia Específica	1600 µmho/cm	581 µmho/cm	560 - 640 µmho/cm	Las sustancias forman iones en el agua
Unidades de pH	NS	8.2 Unidades	6.9 - 10 Unidades	Naturalmente presente en el medio ambiente
Dureza (CaCO ₃)	NS	202 ppm (11 gpg)	190 - 210 ppm	Naturalmente presente en el medio ambiente

	MCL ESTATAL	PROMEDIO	RANGOS	FUENTES EN EL AGUA POTABLE
Alcalinidad (CaCO ₃)	NS	162 ppm	140 - 170 ppm	Naturalmente presente en el medio ambiente
Sodio	NS	43 ppm	40 - 44 ppm	Naturalmente presente en el medio ambiente
Calcio	NS	65 ppm	61 - 69 ppm	Naturalmente presente en el medio ambiente
Potasio	NS	3 ppm	2.7 - 3.3 ppm	Naturalmente presente en el medio ambiente
Magnesio	NS	9 ppm	8 - 10 ppm	Naturalmente presente en el medio ambiente
Turbidez	5 NTU	0.11 NTU	0 - 0.29 NTU	Naturalmente presente en el medio ambiente



Un mensaje importante sobre las fuentes de agua potable de la EPA de EE.UU.

Las fuentes de agua potable (tanto agua del grifo como agua embotellada) incluyen ríos, lagos, arroyos, estanques, embalses, manantiales y pozos. A medida que el agua viaja sobre la superficie de la tierra o a través del suelo, disuelve minerales naturales, y en algunos casos materiales radiactivos, y puede recoger sustancias resultantes de la presencia de animales o actividad humana. Los contaminantes que pueden estar presentes en el agua de origen incluyen: **Contaminantes Microbianos**, como virus y bacterias, que pueden provenir de plantas de tratamiento de aguas residuales, sistemas sépticos, operaciones ganaderas agrícolas y vida silvestre. **Contaminantes Inorgánicos**, como sales y metales, que pueden ocurrir naturalmente o resultar de escorrentías urbanas de aguas pluviales, descargas de aguas residuales industriales o domésticas, producción de petróleo y gas, minería o explotación agrícola. **Pesticidas y Herbicidas**, que pueden provenir de una variedad de fuentes, como la agricultura, la escorrentía de aguas pluviales urbanas y los usos residenciales. **Contaminantes Químicos Orgánicos**, incluidos los productos químicos orgánicos sintéticos y volátiles, que son productos electrónicos de los procesos industriales y la producción de petróleo y también pueden provenir de estaciones de servicio, escorrentías urbanas de aguas pluviales, aplicaciones agrícolas y sistemas sépticos. **Contaminantes Radiactivos**, que pueden producirse naturalmente o ser el resultado de las actividades de producción y minería de petróleo y gas.

Reglamentos: Con el fin de garantizar que el agua del grifo sea segura para beber, la Agencia de Protección Ambiental de los Estados Unidos (USEPA) y la Junta Estatal de Control de Recursos Hidráulicos (Junta Estatal) prescriben regulaciones que limitan la cantidad de ciertos contaminantes en el agua proporcionada por los sistemas públicos de agua. Las regulaciones de la Junta de Estado también establecen límites para los contaminantes en el agua embotellada que deben proporcionar la misma protección para la salud pública.

Información Importante sobre la Salud: Algunas personas pueden ser más vulnerables a los contaminantes en el agua potable que la población general. Las personas inmunodeprimidas, como las personas con cáncer sometidas a quimioterapia, las personas que se han sometido a trasplantes de órganos, las personas con VIH/SIDA u otros trastornos del sistema inmunitario, algunas personas mayores y los bebés, pueden estar particularmente en riesgo de infecciones. Estas personas deben buscar consejo sobre el agua potable de sus proveedores de atención médica. Directrices de USEPA/Centro para el Control de Enfermedades (CDC) sobre los medios apropiados para disminuir el riesgo de infección por *Cryptosporidium* y otros contaminantes microbianos están disponibles en la Línea Directa de Agua Potable Segura. Es razonable esperar que el agua potable, incluida el agua embotellada, contenga al menos pequeñas cantidades de algunos contaminantes. La presencia de contaminantes no indica necesariamente que el agua represente un riesgo para la salud. Puede obtenerse más información sobre contaminantes y posibles efectos sobre la salud llamando a la Línea Directa de Agua Potable Segura de la USEPA al 1 (800) 426-4791.

Fuentes de Agua: Riverside obtiene su suministro de agua de las aguas subterráneas almacenadas en las cuencas de agua subterránea de Bunker Hill y Riverside. Una evaluación de estas fuentes de agua potable para la Ciudad de Riverside se completó en mayo de 2013. Estas fuentes se consideran las más vulnerables a la contaminación histórica de las operaciones industriales y agrícolas.

Una copia de la evaluación completa está disponible en la Oficina de Distrito de la Junta Estatal, 1350 Front Street, Sala 2050, San Diego, CA 92101 o en las oficinas de Riverside Public Utilities (RPU) en 3750 University Ave. 3er Piso, Riverside, CA 92501. Puede solicitar que se le envíe un resumen de la evaluación poniéndose en contacto con el Representante del sistema de agua RPU al (951) 351-6370.

Definiciones

Nivel Máximo de Contaminantes (MCL) El nivel más alto de un contaminante permitido en el agua potable. Los MCL primarios se establecen tan cerca de los PHGs (o los MCLGs) como es económica y tecnológicamente factible. Los MCL secundarios están configurados para proteger el olor, el sabor y la apariencia del agua potable.

Meta de Nivel Máximo de Contaminantes (MCLG) El nivel de un contaminante en el agua potable por debajo del cual no se conoce ni se espera riesgo para la salud. Los MCLGs son establecidos por la Agencia de Protección Ambiental de los Estados Unidos (USEPA).

Meta de Salud Pública (PHG) El nivel de un contaminante en el agua potable por debajo del cual no hay riesgo conocido o esperado para la salud. Los PHGs son establecidos por la EPA de California.

Nivel de Acción Regulatoria (AL) La concentración de un contaminante que, si se supera, desencadena el tratamiento u otros requisitos que debe seguir un sistema de agua.

Estándar Primario de Agua Potable (PDWS) MCLs y MRDLs para contaminantes que afectan la salud, junto con sus requisitos de monitoreo e informes, y requisitos de tratamiento de agua.

Nivel Máximo de Desinfectante Residual (MRDL) El nivel más alto de desinfectante permitido en el agua potable. Hay pruebas convincentes de que la adición de un desinfectante es necesaria para el control de contaminantes microbianos.

Meta del Nivel Máximo de Desinfectante Residual (MRDLG) El nivel de desinfectante de agua potable por debajo del cual no se conoce ni se espera riesgo para la salud. Los MRDLGs no reflejan los beneficios del uso de desinfectantes para controlar contaminantes microbianos.

Milirem (mrem) es una unidad utilizada para dar cuenta de varias radiaciones que tienen un efecto en los seres humanos.

Partes Por Millón (ppm) Una parte por millón corresponde a un minuto en dos años o un centavo en \$10,000.

Técnica de Tratamiento (TT) Un proceso necesario destinado a reducir el nivel de un contaminante en el agua potable.

Partes Por Mil Millones (ppb) Una parte por mil millones corresponde a un minuto en 2,000 años o un centavo en \$10,000,000.

Partes Por Billón (ppt) Una parte por billón corresponde a un minuto en dos millones de años o un centavo en \$10,000,000,000.

Picocuries Por Litro (pCi/L) Una medida de la radiactividad en el agua.

Unidades de Turbidez Nefelométricas (NTU) Una medida de material suspendido en el agua.

Micromhos (µMHOS) Una medida de conductividad (corriente eléctrica) en el agua.

UCMR4 Cuarta Regla de Monitoreo de Contaminantes No Regulados

NL Nivel de notificación

ND No detectado en el límite de detección para la generación de informes

NS Sin estándar.

GPG Granos por galón de dureza (1 gpg = 17.1 ppm).

< Menos que los niveles detectables.

(a) Los resultados de todas las muestras recogidas del sistema de distribución durante cualquier mes estarán libres de coliformes totales en el 95% o más de las muestras mensuales. Este Informe de Confianza del Consumidor (CCR) refleja los cambios en los requisitos reglamentarios de agua potable durante 2016. Todos los sistemas de agua están obligados a cumplir con la Regla de Coliformes Totales del estado a partir del 1 de abril de 2016, todos los sistemas de agua también están obligados a cumplir con la Regla federal revisada de Coliformes Totales. La nueva norma federal mantiene el propósito de proteger la salud pública la integridad del sistema de distribución de

agua potable y el monitoreo de la presencia de microbios (p.ej., el total de bacterias coliformes y E. coli). La EPA estadounidense prevé una mayor protección de la salud mayor protección de la salud pública, ya que la nueva regla requiere sistemas de agua que sean vulnerables a la contaminación microbiana para identificar y solucionar problemas. Los sistemas de agua que exceden una frecuencia especificada de ocurrencias coliformes totales están obligados a realizar una evaluación para determinar si existen defectos sanitarios. Si se encuentran estos deben ser corregidos por el sistema de agua

(b) La Regla de Plomo y Cobre requiere que el 90 por ciento de las muestras tomadas de grifos de agua potable en los hogares del programa deben estar por debajo de los niveles de acción. Se requiere monitoreo cada 3 años. En 2019, 51 hogares participaron en el programa de monitoreo. No se detectó plomo en las muestras de percentil 90. El valor promedio indicado para el cobre es el resultado del percentil 90. Ninguna casa superó el nivel de acción ni para el plomo ni para el cobre. El próximo programa de monitoreo está programado para 2022. En 2019, una escuela ha solicitado muestreo de plomo. De 2017 a 2019, RPU ha probado todas las escuelas requeridas.

Información regulatoria adicional

Fluoruro - La Junta Estatal de Control de Recursos Hidráulicos (Junta) ha establecido un nivel de fluoruro "óptimo" para el agua a 1 ppm. Riverside tiene niveles naturales de fluoruro en 0.47 ppm y no está planeando añadir fluoruro a su agua por medios artificiales.

Plomo - Si está presente, los niveles elevados de plomo pueden causar serios problemas de salud, especialmente para las mujeres embarazadas y los niños pequeños. El plomo en el agua potable proviene principalmente de materiales y componentes asociados con las líneas de servicio y las tuberías domésticas. Riverside Public Utilities es responsable de proporcionar agua potable de alta calidad, pero no puede controlar la variedad de materiales utilizados en los componentes de plomería. Cuando el agua ha estado asentada durante varias horas, usted puede minimizar el potencial de exposición al plomo enjuagando el grifo durante 30 segundos a dos minutos antes de usar agua para beber o cocinar. Si le preocupa el plomo en el agua, es posible que desee que le prueben el agua. La información sobre el plomo en el agua potable, los métodos de prueba y los pasos que puede tomar para minimizar la exposición está disponible en la Línea Directa de Agua Potable Segura o en EPA.gov/SafeWater/Lead.

Nitrato - El nitrato en agua potable a niveles superiores a 10 ppm es un riesgo para la salud de los bebés de menos de seis meses de edad. Estos niveles de nitrato en el agua potable pueden interferir con la capacidad de la sangre de un bebé para transportar oxígeno, lo que resulta en una enfermedad grave; síntomas incluyen dificultad para respirar y color azulado de la piel. Los niveles de nitrato superiores a 10 ppm también pueden afectar la capacidad de la sangre para transportar oxígeno en otros individuos, como las mujeres embarazadas y aquellos con ciertas deficiencias específicas de enzimas. Si usted está cuidando a un bebé o está embarazada, debería pedir consejo sobre los niveles de nitrato de su proveedor de atención médica.

Riverside proporciona agua potable que en promedio está en 5.3 ppm y tiene un rango de 3.9 ppm a 6.7 ppm durante el año. La Junta del Estado ha fijado el MCL para nitrato en 10 ppm. Riverside tiene 50 pozos que se mezclan para cumplir con las normas de agua potable. La ciudad lleva a cabo un amplio monitoreo de las operaciones de mezcla. La variación estacional de la demanda y el flujo, además del mantenimiento y reparación del sistema, afectan los niveles de nitrato durante el año.

Perclorato - El perclorato es un contaminante regulado del agua potable en California. El nivel máximo de contaminantes para el perclorato es de 6 partes por mil millones. Las sales de perclorato se utilizaron en propulsores de cohetes sólidos y otras aplicaciones industriales.

Turbidez - Una medida de la nubosidad del agua. La turbidez es un buen indicador de la eficacia de nuestro sistema de filtración.

Monitoreo de contaminantes no regulados

Esta supervisión ayuda a USEPA a determinar dónde se producen ciertos contaminantes y si es necesario regular los contaminantes. Los datos están disponibles en EPA.gov/dwucmr.



Appendix M: City of Riverside Water Conservation Ordinance

Chapter 14.22

WATER CONSERVATION

Sections:

- 14.22.010** **Unreasonable uses of water.**
- 14.22.020** **Water Conservation Program.**
- 14.22.030** **Stage One - Normal water supply.**
- 14.22.040** **Stage Two - Minimum water shortage.**
- 14.22.050** **Stage Three - Moderate water shortage.**
- 14.22.060** **Stage Four - Severe water shortage.**
- 14.22.070** **Water shortage emergency.**
- 14.22.080** **Enforcement and severability.**

Section 14.22.010 Unreasonable uses of water.

(A) No person shall use or permit the use of water for residential, commercial, industrial, agricultural, or any other purpose, contrary to any provision of this ordinance.

(B) No person shall waste water or use it unreasonably. Unreasonable use of water includes, but is not limited to, the following:

(1) Allowing water to leave the Person's property by drainage onto adjacent properties or public or private roadways or streets due to excessive irrigation and/or uncorrected leaks

(2) Failing to timely repair a water leak;

(3) Using water to wash down sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate safety or sanitation hazards;

(4) Watering outdoor landscaped areas on rainy days and two days thereafter;

(5) Failing to adjust sprinklers and irrigation systems to eliminate overspray and avoid run-off into streets, sidewalks, parking lots, alleys or other paved surfaces;

(6) Operating a water fountain or other decorative water feature that does not use re-circulated water;

(7) Installing single pass cooling systems in buildings requesting new water service;

(8) Installing non-re-circulating water systems in new commercial conveyor car wash and new commercial laundry systems; and

(9) Failing to install operational re-circulating water systems for commercial conveyor car wash systems and commercial laundry systems. (Ord. 7136 § 4, 2011)

Section 14.22.020 Water Conservation Program.

(A) This Chapter establishes a Water Conservation Program which uses four stages to address conditions and needs. The Water Conservation Stage shall be set by City Council action. All normal water efficiency programs and water conservation regulations shall remain in force during any stage, unless the City Council directs otherwise.

(B) Stage One represents normal conditions; Stages Two, Three and Four represent potential and actual shortages. Stages Two, Three and Four may be triggered by a local or regional water supply shortage; production, treatment, transmission, or delivery infrastructure problems; limited or unavailable alternative water supplies are; or other circumstances.

(C) Stage One conservation measures are voluntary, and will be enforced through public outreach, education, and awareness measures by the City.

(D) Stages Two, Three, and Four conservation measures are mandatory, and

violations may be subject to criminal, civil, and administrative enforcement. (Ord. 7288 § 1, 2015; Ord. 7254 § 1, 2014; Ord. 7136 § 4, 2011)

Section 14.22.030 Stage One - Normal Water Supply.

(A) Stage One applies when the City can meet all of its water demands, but declares, by resolution, that it has determined that certain conservation methods are warranted to preserve existing water supply in the event that the City will be unable to meet future water demands.

(B) Upon declaration of Stage One by the City Council, the following water conservation measures shall apply:

(1) Watering lawns and/or ground cover and irrigating landscaping is prohibited from 10:00 a.m. to 6:00 p.m. Pop-up spray-type sprinklers are limited to 15 minute total run-time. Impact and rotor sprinklers are limited to 30 minutes total run-time. Irrigation water cannot leave the landscaped area.

(2) All open hoses shall be equipped with automatic, positive shut-off nozzles.

(3) Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment, is permitted at any time with a hand-held bucket or a hand-held hose equipped with an automatic, positive shut-off nozzle for quick rinses. Washing may be done at any time at a commercial car wash or commercial service station, or by a mobile car wash or on-site car wash using high pressure washing equipment. Washings necessary for the health, safety, and welfare of the public, such as garbage trucks or vehicles used for food and perishables, are exempt from this section.

(4) Construction operations shall not use water unnecessarily. Newly installed landscaping at construction sites requiring watering are subject to (1) and (2) above. (Ord. 7288 § 1, 2015; Ord. 7254 § 1, 2014; Ord. 7136 § 4, 2011)

Section 14.22.040 Stage Two – Minimum Water Shortage.

(A) Stage Two applies when the City Council declares, by resolution, a reasonable probability exists that the City will not be able to meet all of its water demands, other regional or statewide conditions warrant implementation, or the State of California orders implementation.

(B) Upon declaration of Stage Two by the City Council, and the following measures shall apply:

(1) Except as otherwise provided in this Section, all Stage One measures remain in effect.

(2) Customers will be asked to reduce their monthly water consumption up to 15 percent.

(3) Non-agricultural irrigation, including construction meter irrigation, is limited as follows:

(a) Properties may be irrigated only between the hours of 6:00 p.m. to 10:00 a.m.

(b) Properties may not be irrigated more than four (4) times per week.

(c) All automatic irrigation timers shall be adjusted according to changing weather patterns and shall completely eliminate run-off.

(d) Irrigation of landscaping is prohibited on any day of the week from 10:00 a.m. to 6:00 p.m.

(e) All irrigation timers shall be adjusted to comply with the above.

(f) Use of graywater, as that term is defined in the California Health & Safety Code, and recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.

(4) All plumbing leaks, improperly adjusted sprinklers, or other water

appurtenances requiring repair or adjustment shall be corrected to the satisfaction of the City within 72 hours of notification by the City. The City will attempt to contact customers by phone, mail or printed "door-hanger" notice. All customers shall ensure that the City has current telephone contact information.

(5) Eating or drinking establishments, or other public places where food or drinks are sold, served, or offered for sale, may only provide drinking water upon specific request.

(6) Hotels, motels and other commercial lodging establishments shall provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments shall prominently display notice of this option in each bathroom using clear and easily understood language.

(7) Construction operations receiving water from a construction meter or water truck shall not use water unnecessarily for any purpose, other than those required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated non-agricultural irrigation requirements set forth above. (Ord. 7288 § 1, 2015; Ord. 7254 § 1, 2014; Ord. 7136 § 4, 2011)

Section 14.22.050 Stage Three - Moderate Water Shortage.

(A) Stage Three applies when the City Council declares, by resolution, a reasonable probability exists that the City will not be able to meet all of its water demands, other regional or statewide conditions warrant implementation, or the State of California orders implementation.

(B) Upon declaration of Stage Three by the City Council, the following measures shall apply:

(1) Except as otherwise provided in this Section, all Stage One and Two measures remain in effect.

(2) Water customers will be asked to reduce their monthly water consumption by 15 to 20 percent for the duration of Stage Three.

(3) Non-agricultural irrigation is limited as follows:

(a) Properties may be irrigated only between the hours of 6:00 p.m. to 10:00 a.m.

(b) Properties may not be irrigated more than three (3) times per week during the months of April through October and no more than two (2) times per week during the months of November through March. Landscaped area of properties that are irrigated by drip irrigation or microspray irrigation shall be exempt from these irrigation restrictions.

(c) Pop-up spray-type sprinklers shall be limited to a maximum 15 minute total run-time on the allowed days of irrigation. Impact and rotor sprinklers shall be limited to a maximum 30 minute total run-time on the allowed days of irrigation. All automatic irrigation timers shall be adjusted according to changing weather patterns and to completely eliminate run-off.

(4) Use of graywater, as that term is defined in the California Health & Safety Code, or recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City. (Ord. 7288 § 1, 2015; Ord. 7254 § 1, 2014; Ord. 7136 § 4, 2011)

Section 14.22.060 Stage Four - Severe Water Shortage.

(A) Stage Four applies when the City Council declares, by resolution, that the City's ability to meet its water demands is seriously impaired.

(B) Upon declaration of Stage Four by the City Council, the following water conservation measures shall apply:

(1) Except as otherwise provided in this Section, all Stage One, Two, and

Three conservation measures shall be in full force and effect during Stage Four.

(2) Water customers will reduce their monthly water consumption by twenty to fifty percent (20 – 50 %) for the duration of Water Conservation Stage Four.

(3) Non-agricultural irrigation shall be limited to supporting minimal survival of trees and shrubs. Trees and shrubs may be irrigated, only during the following designated hours and designated days:

(a) Properties with odd number street addresses, parks, and public right of ways may irrigate only on Saturdays between the hours of 8:00 p.m. and 8:00 a.m.

(b) Properties with even number street addresses may irrigate only on Sundays between the hours of 8:00 p.m. and 8:00 a.m.

(c) Irrigation is prohibited on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays and on any day of the week from 8:00 a.m. to 8:00 p.m.

(4) Use of recycled water for irrigation is permitted on any day and at any time notwithstanding (3)(a) - (2)(e) above.

(5) All outdoor watering and irrigation of lawns and similar ground covers is prohibited with the exception of plant materials determined by the General Manager to be rare, exceptionally valuable, or essential to the well being of the public or threatened or endangered animals.

(6) Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is prohibited except at a commercial car wash. Commercial car washes shall only use wholly- or partially-recycled water for washing automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment. Washings necessary for the health, safety, and welfare of the public, such as garbage trucks or vehicles used for food and perishables, are exempt from this section.

(7) Filling, refilling, or replenishing swimming pools, spas, ponds, streams, and artificial lakes is prohibited.

(8) Operation of any ornamental fountain, pond, or similar structure is prohibited.

(9) Use of water for cooling mists is prohibited.

(10) Water used for commercial, manufacturing, or processing purposes shall be reduced as determined by the City Council. (Ord. 7136 § 4, 2011)

Section 14.22.070 Water Shortage Emergency.

(A) If the City Council has declared either Stage Three or Stage Four conservation, it may also, by resolution, declare a Water Shortage Emergency. A Water Shortage Emergency may be an immediate emergency, or a threatened future water shortage, or both; and

(B) Upon declaration of a Water Shortage Emergency:

(1) No new construction meters will be issued.

(2) No construction water may be used for earth work such as road construction purposes, dust control, compaction, or trench jetting.

(3) No new building permit(s) shall be issued, except:

(a) Projects found by the City Council to be necessary for public health, safety.

(b) Projects using recycled water for construction.

(c) Projects which will not result in a net increase in non-recycled water use.

(d) Projects with adequate Conservation Offsets, if available. The City, in its sole discretion, may choose to make Conservation Offsets available. Conservation Offset costs shall be based on the cost of conserving the water elsewhere to provide the water needed for a project, the cost of providing an alternative water supply deemed acceptable by the City, or other measures as may be found in the City's Water Use Efficiency Master Plan. Conservation Offset fees will be set forth in the Water Rules and Rate Schedules. (Ord. 7136 § 4, 2011)

Section 14.22.080 Enforcement and Severability.

(A) Any violation of this article shall be subject to enforcement by issuance of an administrative citation pursuant to Chapter 1.17 of this Code. Prior to issuance of an administrative citation, the City shall give one courtesy notice requesting voluntary correction of the violation. The City Manager, or his or her designee, may enter into a written agreement with a customer to resolve any violation provided that such agreement is consistent with the purpose and intent of this Chapter.

(B) If any phrase, section, sentence, or word of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other phrase, section, sentence, or word of the Ordinance that can be given effect without the invalid phrase, section, sentence, or word, and to this end each phrase, section, sentence, or word of this Ordinance is declared to be severable. (Ord. 7136 § 4, 2011)

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Appendix N: Agreements with WMWD and Norco for Wholesale Water Sales

**2017 COOPERATIVE AGREEMENT
FOR LONG-TERM WHEELING AND SURPLUS WATER SALES**

BETWEEN

CITY OF RIVERSIDE

AND

WESTERN MUNICIPAL WATER DISTRICT

**RIVERSIDE – WESTERN
2017 COOPERATIVE AGREEMENT FOR
LONG-TERM WHEELING AND SURPLUS WATER SALES**

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RIVERSIDE – WESTERN
2017 COOPERATIVE AGREEMENT FOR
LONG-TERM WHEELING AND SURPLUS WATER SALES

1. **PARTIES:** This Cooperative Agreement for Long-Term Wheeling and Surplus Water Sales (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between the **City of Riverside** (“Riverside”), a California charter city and municipal corporation, and the **Western Municipal Water District** (“Western”), a public agency. Both parties are organized and existing under the laws of the State of California and are hereinafter sometimes referred to jointly as the “Parties” or individually as a “Party.”

2. **RECITALS:**

2.1 Riverside operates a municipal utility providing wholesale water and electric services to entities located within and outside of its service territory, and retail water and electric service to its customers located within its service territory.

2.2 Western operates a municipal water district providing wholesale and retail water and wastewater services to entities located within its service territory.

2.3 Each Party is subject to the terms of the judgment in *Western Municipal Water District v. East San Bernardino County Water District* (Riverside County Superior Court No. 78426) governing, among other things, the Parties’ respective rights and obligations related to the beneficial use and maintenance of the Bunker Hill Basin, Rialto/Colton Basin, Riverside North Basin, and Riverside South Basin (collectively, the “Water Basins”).

2.4 Pursuant to periodic agreement between Western and the Riverside Highland Water Company, Western has from time to time in the recent past secured the right to produce and export groundwater annually from the Bunker Hill Basin. Western is seeking to secure a long-term agreement and to make said supply available for the production, treatment, and conveyance services under this Agreement.

1 2.5 Pursuant to an August 23, 2001 "Reciprocal Use Agreement" between Western
2 and the Elsinore Valley Municipal Water District, Western has the right to produce and export
3 groundwater annually from the Bunker Hill Basin.

4 2.6 Western, from time to time, may have access to additional water which may or
5 may not be stored or conserved groundwater in the Water Basins and would be subject to the
6 production, treatment and/or conveyance services under this Agreement.

7 2.7 Riverside, from time to time, may have unused capacity in its groundwater
8 production, treatment, water transmission, and/or water distribution facilities.

9 2.8 On March 30, 2009, the Parties entered into that certain Cooperative Agreement
10 for Water Production and Conveyance ("2009 Agreement"), wherein Riverside agreed to
11 operate its unused capacity in its groundwater production, treatment, water transmission, and/or
12 water distribution facilities to produce and convey Western's annually allocated, stored, or
13 conserved groundwater in the Water Basins to points of interconnection between the Parties'
14 water utility systems. The Parties hereby agree that except for provisions in the 2009
15 Agreement, as amended, which apply to non-potable water, the balance of the provisions of the
16 2009 Agreement are amended and restated by this Agreement, meaning that the potable water
17 provisions in the 2009 Agreement, as amended, shall be of no further force or effect.

18 2.9 Western, from time to time, may request that Riverside provide Production
19 Services, Treatment Services and/or Conveyance Services, and Riverside shall provide such
20 services using its water extraction, treatment and conveyance facilities to the extent that the
21 provision of such services will not, in Riverside's sole judgment which shall not be
22 unreasonably exercised, (i) adversely affect the quality, reliability or cost of service related to
23 water deliveries by Riverside to its retail or wholesale customers and/or (ii) cause Riverside to
24 violate the terms of any binding obligations existing as of the date of this Agreement with
25 respect to the production, treatment or delivery of water.
26

1 2.10 The Parties desire to enter into this Agreement in order to: (a) provide for a new
2 long-term wheeling agreement for the production, treatment and conveyance of a firm annual
3 volume of Western-acquired water by Riverside (referred to herein as “wheeling”); (b) develop
4 the pricing of Riverside’s adjusted annual water right from the San Bernardino Basin Area
5 (“SBBA”) which is determined to be surplus to Riverside’s retail needs (referred to herein as
6 “Surplus Water Sales”); and (c) obtain system capacity to move local groundwater to Western
7 customers.

8 2.11 The Parties agree to begin investigating ways to develop and deliver supplies from
9 the Riverside Basin, as provided for in the 1969 Judgment, to maximize the benefit for users
10 within Western while ensuring all provisions of the 1969 Judgment are up-held.

11 2.12 The Parties agree to meet and confer, in good faith, as to the provision of recycled
12 water and non-potable water by Riverside to Western.

13 **3. AGREEMENT:** In consideration of the foregoing Recitals that are incorporated herein by
14 this reference and the mutual terms and conditions herein, the Parties agree as follows:

15 **4. DEFINITIONS:** Terms used herein with initial capitalization, whether in singular or
16 plural, shall have the following meanings:

17 4.1 1969 Judgment: The judgment rendered by the court in *Western Municipal*
18 *Water District v. East San Bernardino County Water District* (Riverside County Superior Court
19 No. 78426) and governing, among other things, the Parties’ respective rights and obligations
20 related to the beneficial use and maintenance of the Bunker Hill Basin, Rialto/Colton Basin,
21 Riverside North Basin and Riverside South Basin.

22 4.2 AFY: Acre-feet per year.

23 4.3 Authorized Representative: The representative or their designee identified by
24 each Party, in accordance with Section 12, to act on such Party's behalf with respect to those
25 matters specified herein to be the functions of such Authorized Representative.
26

1 4.4 Bunker Hill Basin: The groundwater basin so defined and described in the 1969
2 Judgment.

3 4.5 Bunker Hill Export Allocation: Riverside's annual volumetric export right of
4 groundwater from the Bunker Hill Basin as defined in the 1969 Judgment as amended from
5 time to time.

6 4.6 Capital Recovery Component: The component of the Service Rate intended to
7 recover Riverside's capital cost of providing Production, Treatment, and/or Conveyance
8 Services along the flow path to Western.

9 4.7 Conveyance Services: Riverside's use of its water treatment, transmission and
10 distribution systems to convey water from a Point of Receipt to a Point of Delivery.

11 4.8 Commodity Price: This term shall have the meaning set forth in Section 10.2.

12 4.9 Curtailment: Any shortage of water delivery relative to the Operating Plan as
13 defined in Section 4.18. Curtailment is measured on a monthly basis and is assigned to
14 Riverside (if unable to deliver water) or Western (if unable to receive water). The Curtailments
15 for both Parties are summed at the end of the calendar year. Western's annual obligation to
16 receive water is reduced by Riverside's Curtailment, and vice-versa. In any given month,
17 where feasible and practical, Riverside may deliver more water and Western may receive more
18 water than what is specified in the Operating Plan. These excesses are summed and will reduce
19 any applicable Curtailment. If Riverside and Western agree to Make-Up water as defined in
20 Section 4.38, any applicable Curtailment will be reduced by that amount.

21 4.10 Curtailment Payment: If Western has a Curtailment for any given year, Western
22 shall make payment to Riverside as set forth in Sections 6.1.2 and 6.2.2.

23 4.11 Delivery Month: A month for which Western has requested Production,
24 Treatment, Conveyance and/or Services in the Operating Plan.

25 4.12 Fiscal Year: The twelve (12) month period commencing each July 1 during the
26 term of this Agreement and ending the following June 30.

1 4.13 Make-Up Water: By mutual consent of the Operating Committee, up to 500
2 AFY of Western Water and/or Riverside Water that is not delivered in the current calendar year
3 may be eligible to be delivered the following calendar year. Make-up water is intended to be
4 used during the following calendar year. Make-up water shall not be available in consecutive
5 years unless approved by Riverside. Make-up water is not subject to Curtailment Payment.
6 Non-delivered Western water shall be used for Make-Up Water before non-delivered Riverside
7 Water, unless the Parties mutually agree otherwise for any given year.

8 4.14 MWD: The Metropolitan Water District of Southern California.

9 4.15 MWD Tier 1 cost: The published volumetric rate charged by MWD for full-
10 service potable water supply. If MWD amends its rates such that the MWD Tier 1 cost is no
11 longer applicable to the pricing under this Agreement, the parties agree to meet and confer and
12 amend this Agreement to include an appropriate pricing reference.

13 4.16 Operation & Maintenance Component: The component of the Service Rate
14 intended to recover Riverside's operating and maintenance cost of providing Production,
15 Treatment, and/or Conveyance Services.

16 4.17 Operating Committee Meeting: The work group referenced in Section 6.4.

17 4.18 Operating Plan: The written plan, developed collaboratively by Western and
18 Riverside, as set forth in Section 6.3. Attached hereto as Exhibit A and incorporated herein by
19 reference is an example Operating Plan.

20 4.19 Point of Delivery: The Point of Interconnection where water is delivered to
21 Western by Riverside in connection with Conveyance Services provided hereunder.

22 4.20 Point of Interconnection: A point where the water transmission and/or
23 distribution systems of Riverside and Western interconnect.

24 4.21 Point of Receipt: The Point of Interconnection where water is delivered to
25 Riverside by Western, or on Western's behalf, in connection with Conveyance Services
26 provided hereunder. With respect to Riverside's simultaneous provision of both Production

Services and Conveyance Services, the well head discharge block valve shall be deemed to be the Point of Receipt.

4.22 Production Services: Riverside's extraction of groundwater for the benefit of Western using Riverside's water well(s) in the Water Basins.

4.23 Prudent Utility Practice: Any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts (including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry prior thereto) known at the time the decision was made, which would have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition, taking into account the fact that Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result. Prudent Utility Practice includes due regard for manufacturers' warranties and requirements of agencies of competent jurisdiction.

4.24 Rialto/Colton Basin: The groundwater basin so defined and described in the 1969 Judgment.

4.25 Riverside North Basin: The groundwater basin so defined and described in the 1969 Judgment.

4.26 Riverside South Basin: The groundwater basin so defined and described in the 1969 Judgment.

4.27 Riverside Water: The portion of Riverside's Bunker Hill Basin Export Allocation under the 1969 Judgment that in Riverside's sole judgment, which shall not be unreasonably exercised, is surplus to Riverside's retail and wholesale customer demand which is made available for purchase by Western.

4.28 SBBA: The groundwater basin defined and described in the 1969 Judgment.

1 4.29 Service Rate: The rate, expressed in dollars per acre-foot and rounded to
2 nearest cent, to be paid by Western to Riverside in connection with Riverside's provision of
3 Production, Treatment, and/or Conveyance Services.

4 4.30 Shared Benefit Methodology: This methodology shall have the meaning set
5 forth in Exhibit D, attached hereto and incorporated by reference.

6 4.31 Storage Services: The retention and storage of water using Riverside's reservoir
7 capability for later delivery of such water to Western.

8 4.32 Surplus Water Sales: This term shall have the meaning set forth in Section 2.12
9 herein.

10 4.33 Treatment Services: The use and operation of water treatment such as, but not
11 limited to, ion exchange, granular activated carbon, membrane filtration, and/or blending to
12 achieve compliance with State drinking water standards.

13 4.34 Uncontrollable Force: Any cause or event which is beyond the control of the
14 Party affected, including, but not restricted to, failure of or threat of failure of facilities, flood,
15 earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor
16 dispute or strike, labor or material shortage, sabotage, restraint by court order or public
17 authority and action or non-action by or failure to obtain the necessary authorizations or
18 approvals from any governmental agency or authority which by exercise of due diligence
19 such Party could not reasonably have been expected to avoid and which by exercise of due
20 diligence it shall be unable to overcome.

21 4.35 Water Basins: This term shall have the meaning set forth in Section 2.3 herein.

22 4.36 Western Water: Any water secured by Western through separate agreement
23 that is intended to be produced, treated and/or conveyed through Riverside's system.

24 4.37 Willful Misconduct: This term shall have the meaning set forth in Section
25 13.4 herein.

1 **5. EFFECTIVE DATE AND TERM:**

2 5.1 This Agreement shall be effective July 1, 2017. The terms of this Agreement
3 pertaining to the production, treatment and/or conveyance of Western Water shall remain in
4 effect until June 30, 2037, and the terms of this Agreement pertaining to Riverside Water shall
5 remain in effect until June 30, 2027, unless earlier terminated as follows:

6 5.1.1 Upon advance written notice by either Party at least two (2) years prior
7 to the specified date of termination; or

8 5.1.2 Upon ten (10) days advance written notice by the non-defaulting Party to
9 the defaulting Party following a material breach of this Agreement.

10 5.2 Obligations incurred hereunder but not satisfied prior to termination of this
11 Agreement shall survive such termination until fully discharged, including any payments due
12 by one Party to the other Party hereunder.

13 5.3 Beginning upon expiration/termination of the terms of this Agreement
14 pertaining to Riverside Water, Riverside shall make a reasonable good faith effort, subject to
15 governing body approvals, to deliver up to 2,000 AFY of Riverside Water to Western in times
16 of emergency shortage that may be caused by drought or infrastructure outage that negatively
17 impacts Western's imported water supply. The price of this water will be based on the "Shared
18 Benefit Methodology" described in this Agreement.

19 **6. PRODUCTION, TREATMENT AND CONVEYANCE SERVICES:**

20 6.1 Western Water:

21 6.1.1 Riverside shall utilize its water production, treatment and conveyance
22 facilities during each Delivery Month as required to deliver Western Water to Western in
23 accord with the duly approved Operating Plan established pursuant to Section 6.3. Riverside
24 shall provide up to 5,408 AFY of Western Water over the next 20 years. For each acre-foot of
25 Western Water so delivered by Riverside to Western, Western shall pay Riverside at the rate
26 calculated in Section 10.

1 6.1.2 Western shall have the right to curtail delivery of the Western Water at
2 any time and of the duration specified by Western by providing 30-days' notice for non-
3 emergency curtailments and notice as soon as practically possible for emergency curtailments.
4 However, Western agrees that if delivery is curtailed by Western, Western shall pay Riverside a
5 Curtailment Payment equal to the Capital Recovery Component, as defined in 10.1.3,
6 multiplied by the acre-feet of curtailed Western Water as compensation to Riverside for
7 Riverside's commitment to annually provide to Western up to 5,408 AFY of production,
8 treatment and conveyance capacity. Make-Up Water may be applied towards the amount of
9 deliveries curtailed by Western in order to reduce or eliminate the amount of the Curtailment
10 Payment. Should Riverside be unable to deliver any portion of the 5,408 AFY of Western
11 Water during any year of this Agreement, Western shall not be obligated to such curtailment
12 payment for that portion of the Western Water that Riverside is not able to deliver for that year.

13 6.1.3 Western is working to secure long-term arrangements for 5,408 AFY of Western
14 Water. Should Western be unable to secure Western Water equal to 5,408 AFY for the term of
15 this Agreement, Western agrees to notify Riverside in advance of an annual Operating
16 Committee Meeting and the applicable Operating Plan shall reflect the actual volume of
17 secured Western Water. Riverside agrees to modify the Curtailment Payment provision to
18 match the actual volume of secured Western Water for the following calendar year and beyond.

19 6.1.4 In any calendar year, all Western Water shall be conveyed prior to any Riverside
20 Water.

21 6.2 Riverside Water:

22 6.2.1 Riverside shall deliver a minimum of 2,000 AFY of Riverside Water to
23 Western, over the next ten-years. If, in its sole judgment, Riverside has additional water in
24 excess of the 2,000 AFY in a given year, Riverside will notify Western prior to the
25 development of the Operating Plan. If Western is interested in purchasing some or all of the
26 excess supplies and has the ability to receive it, those excess supplies will be incorporated

1 into the Operating Plan. The Western Water to be delivered to Western under this Agreement
2 shall take delivery priority over Riverside Water, as set forth in the applicable Operating
3 Plan. Supplies in excess of 2,000 AFY will not be subject to the curtailment payment set
4 forth in Section 6.2.2. Delivery of Riverside Water in excess of 2,000 AFY will not require
5 modification or amendment of this Agreement. For each acre-foot of Riverside Water
6 extracted by Riverside on Western's behalf, Western shall pay Riverside the rate determined
7 in accordance with Section 10.

8 6.2.2 Western shall have the right to curtail delivery of the Riverside Water at
9 any time and of the duration specified by Western by providing 30-days' notice for non-
10 emergency curtailments and notice as soon as practically possible for emergency curtailments.
11 However, Western agrees that if delivery is curtailed, Curtailment Payment shall be equal to the
12 Commodity Price, as defined in Section 10.2, multiplied by acre-feet of Curtailed Riverside
13 Water, as compensation for Riverside's commitment to annually provide to Western a
14 minimum of 2,000 AFY of production, treatment and conveyance capacity. Make-Up Water
15 may be applied towards the amount of deliveries curtailed by Western in order to reduce or
16 eliminate the amount of the Curtailment Payment. Should Riverside be unable to deliver any
17 portion of the 2,000 AFY of Riverside Water during any year of this Agreement, Western shall
18 not be obligated to such curtailment payment for that portion of the Western Water that
19 Riverside is not able to deliver for that year.

20 6.2.3 Riverside Water shall not be subject to Curtailment Payment until
21 January 1, 2018.

22 6.3 Operating Plan:

23 6.3.1 Western and Riverside will work collaboratively to develop a mutually
24 agreeable Operating Plan, in the format of the example in Exhibit A. Two (2) original copies
25 of the initial Operating Plan setting forth the services requested, signed by Western's
26 Authorized Representative, shall be submitted to Riverside's Authorized Representative no

1 later than November 1 of each year for the following calendar year and shall specify the
2 services requested by Western, including, but not limited to, the date(s) of service, the
3 quantities of water involved, the origin of any water to be conveyed by Riverside, the
4 groundwater basin of origin in the case of Production Services, and the Points of Receipt and
5 Points of Delivery. The Operating Plan can be adjusted monthly by mutual agreement.

6 6.3.2 If Riverside's Authorized Representative reasonably determines that
7 Western's initial proposed Operating Plan is feasible and consistent with Prudent Utility
8 Practice and the operation of Riverside's water extraction, transmission, distribution and
9 treatment systems, Riverside's Authorized Representative shall countersign both copies of the
10 proposed Operating Plan and return one (1) fully executed copy to Western. Unless otherwise
11 communicated in writing to Western, Riverside shall provide the Production, Treatment and
12 Conveyance Services specified in the fully executed Operating Plan, subject to the terms of this
13 Agreement. In the event Riverside reasonably determines that an Operating Plan is not feasible
14 and/or is not consistent with Prudent Utility Practice, Riverside shall provide such notice to
15 Western within 30 days and the Parties shall then engage in good faith negotiations to resolve
16 said issues and to develop a mutually agreeable Operating Plan. The failure of Riverside to
17 provide an executed copy of the Plan, or to provide notice within 30 days that a Plan is
18 infeasible, shall constitute Riverside's approval of the Plan.

19 6.3.3 If an Operating Plan has not been countersigned by Riverside in
20 accordance with Section 6.3.2, and Riverside has sent the notice in accordance with section
21 6.3.2, the General Managers from Western and Riverside will meet and confer to forge a
22 compromise by January 1. Should the General Managers be unable to reach a resolution by
23 January 1, both Parties agree to mediation and shall share the expense of mediation equally.
24 Such mediation shall be completed by March 1, unless the Parties mutually agree to an
25 extension.
26

1 6.3.4 Riverside shall provide Production, Treatment and Conveyance Services
2 from October 1 through May 31 and shall make diligent good faith efforts to provide such
3 services every month of the year.

4 6.4 Operating Committee Meetings: The Authorized Representatives shall
5 annually conduct at least one coordination meeting during the term of this Agreement. It is
6 anticipated that said meeting will take place in the fall of each year prior to November 1 and
7 may include, for example and not by way of limitation, the following agenda items:

8 (a) Actual energy and Operations and Maintenance costs as well as
9 reconciliation of payments for the previous year;

10 (b) Calculation of the Commodity Charge for Riverside Water;

11 (c) Operational challenges of the past year;

12 (d) Projected costs for the upcoming year;

13 (e) Operational planning for the upcoming year;

14 (f) A 5-year projection of capital improvements that may be necessary to
15 fulfill deliveries to Western;

16 (f) Review components of and the cost calculation of the Capital Recovery
17 Component; and

18 (g) Other items necessary to ensure successful fulfilment of the terms of this
19 Agreement as determined in the discretion of each Party.

20 **7. MEASUREMENT OF WATER PRODUCED OR CONVEYED:**

21 7.1 Any metering devices used to measure the delivery of water under this
22 Agreement at a Point of Interconnection shall be owned by Riverside and shall be installed,
23 operated, calibrated, and maintained in accordance with Riverside's standard requirements.
24 Any such metering devices shall be maintained directly by Riverside or by agents or
25 subcontractors directly under Riverside's control.
26

1 7.2 Riverside shall inspect and test the metering devices at least once per calendar
2 year, unless more frequent testing and inspection is appropriate as a result of repairs to or
3 replacements of a metering device. Riverside shall provide reasonable advance notice to
4 Western of any such testing or inspection in order to permit a representative of Western to
5 witness such activities, and shall provide Western with copies of any periodic or special
6 inspection or testing reports relating to the metering devices upon request by Western.
7 Western, at its own expense, may request in writing that Riverside initiate additional testing
8 and inspection of the metering devices, and Riverside shall comply with any such request as
9 soon as practical after the request is made.

10 7.3 As part of this agreement, Riverside shall recalibrate or replace all existing
11 metering devices prior to December 1, 2017.

12 **8. [RESERVED]**

13 **9. CONTINUITY OF SERVICE:**

14 9.1 Riverside reserves the right to curtail Production, Treatment and Conveyance
15 Services hereunder; (i) upon reasonable advance notice to Western to make repairs,
16 replacements, modifications, or to perform maintenance work, all for the purpose of
17 maintaining continuity of Production, Treatment and Conveyance Services, or (ii) without
18 notice to Western because of an existing or impending Uncontrollable Force, as determined in
19 Riverside's sole judgment which shall not be unreasonably exercised.

20 9.2 Notwithstanding the provisions of Section 9.1, Riverside may interrupt or curta
21 Production, Treatment, and Conveyance Services to the extent that the continued provision of
22 such services could, in Riverside's sole judgment which shall not be unreasonably exercised,
23 adversely affect the quality, reliability or cost of service related to water deliveries by Riversi
24 to its retail customers, (ii) cause Riverside to violate the terms of any rule, regulation, or
25 binding obligation it may otherwise have with respect to the production, treatment or deliver
26 of water, (iii) Riverside experiences a significant loss of extraction capacity, export rights,

1 treatment capacity, and/or conveyance capacity in any portion of its water system, or (iv) in
2 accordance with Prudent Utility Practice.

3 **10. RATES AND CHARGES:**

4 10.1 Western Water: For Western Water Production, Treatment and Conveyance
5 Services rendered by Riverside to Western hereunder, Western shall pay the following rate(s)
6 per acre-foot of water, or portion thereof, applicable to the service provided.

7 10.1.1 Energy Component: The Energy Component of the rates for Western
8 Water Services shall be in accord with the pricing sheets referenced in Section 10.6 below.
9 For fiscal year 2017-18, a single average energy unit cost of \$115 per acre-foot will be used
10 for the monthly energy costs. Prior to each November 1 of the Agreement term, the actual
11 costs per Section 10 shall be reconciled against the prior invoiced costs and the difference
12 shall be invoiced or credited in accordance with Section 10.4. Each subsequent year, the
13 prior year's actual average unit costs for energy will be used in the monthly billing for the
14 following 12-months until a new reconciliation occurs.

15 10.1.2 O&M Component: The O&M Component of the rates for Western
16 Water shall be in accord with the pricing sheets referenced in Section 10.6 below. For fiscal
17 year 2017-18, a single average O&M unit cost of \$142 per acre foot will be used for the
18 monthly O&M costs. Prior to each November 1 of the Agreement term, the actual costs per
19 Section 10 shall be reconciled against the prior invoiced costs and the difference shall be
20 invoiced or credited in accordance with Section 10.4. Each subsequent year, the prior year's
21 actual average unit costs for O&M will be used in the monthly billing for the following 12-
22 months until a new reconciliation occurs.

23 10.1.3 Capital Recovery Component: The Capital Recovery Component of
24 the rates for Western Water shall be in accord with the pricing sheets referenced in Section
25 10.6 below. The Capital Recovery Component will be comprised of costs for the
26 conveyance of Western Water, including but not limited to Riverside's Waterman Wells,

1 Waterman Supply Transmission Pipeline, Distribution System Transmission Lines, and
2 Booster Stations, as further described and identified on the schematic illustration included in
3 Exhibit C and incorporated herein by reference. For fiscal year 2017-18, an average blended
4 rate of \$260 per acre-foot will be used. The Capital Recovery Component shall be annually
5 adjusted to reflect the percentage increase, if any, in the Consumer Price Index for all Urban
6 Consumers for the Los Angeles-Anaheim-Riverside area published by the United States
7 Department of Labor, Bureau of Labor Statistics (1982/84=100) ("CPI"). The Parties agree
8 to annually review the cost elements and, if warranted by mutual consent of the Parties, reset
9 the Capital Recovery Component to reflect then current costs. New or upgraded facilities that
10 are constructed after the date of this agreement, which are clearly shown to benefit the
11 Production, Treatment and Conveyance Services provided to Western, will be added to and
12 incorporated into the Capital Recovery Component. Riverside shall only include costs for
13 new or upgraded facilities which are used to convey water to Western.

14 10.2 Riverside Water: Western agrees to pay Riverside the Energy, O&M, and
15 Capital Recovery Component charges, as described in Section 10.1, and a Commodity Price.
16 Both Parties agree to use a "Shared Benefit Methodology" to calculate the Commodity Price
17 of the Riverside Water and the savings to Western in relation to the MWD Tier 1 cost. The
18 Shared Benefit Methodology is intended to establish an all-inclusive price that equally splits
19 the difference between Riverside's rate to deliver Western Water, less Western's weighted
20 average transmission and delivery costs at all current and future interconnections, and the
21 MWD Tier 1 cost for that applicable year. The difference between the calculated all-inclusive
22 price and Riverside's rate to deliver Western Water will be deemed to be the commodity
23 price ("Commodity Price"). An example of said calculation and escalation is set forth below:

24 10.2.1 Example - If Riverside's cost to deliver Western Water is \$517 per
25 acre-foot, Western's pumping cost is \$60 per acre-foot and the MWD Tier 1 cost is \$979 per
26 acre-foot, then the total cost to deliver Riverside Water to Western would be $(\$517 - \$60 +$

1 \$979) / 2) = \$718. MWD Tier 1 cost for the applicable year is _____.

2 10.2.2 The price would be set for fiscal year 2017-18 and calculated annually
3 prior to November 1, through 2026 based on the cost structure described above.

4 10.2.3 Reconciliation: Prior to each November 1 of the Agreement term, the
5 actual Commodity Price will be determined based on actual costs per Section 10.2 and the
6 costs shall be reconciled against the prior invoiced costs and the difference shall be invoiced
7 or credited in accordance, with Section 10.4. Each subsequent year, the prior year's actual
8 average unit costs for energy and O&M, along with the Capital Recovery Component and the
9 published MWD Tier 1 costs for the coming year will be used in the monthly billing for the
10 following 12-months; or, until a new reconciliation occurs.

11 10.3 Basis of Billing: All costs shall be accrued based on the reading of
12 Riverside's meter(s); all water produced and conveyed through Riverside's water system
13 shall be billed based on the meter reading at the Point of Interconnection.

14 10.4 Invoicing and Reconciliation of Costs: For each monthly billing cycle,
15 Riverside shall invoice Western in accordance with Section 11 of this Agreement for the
16 costs detailed in this Section 10. Prior to each November 1 of the Agreement term, the actual
17 costs per Section 10 shall be reconciled against the prior invoiced costs and the difference
18 shall be invoiced or credited. Each subsequent year, the prior year's actual average unit costs
19 for energy and O&M will be used in the monthly billing for the following 12-months; or,
20 until a new reconciliation occurs.

21 10.5 Pricing Sheets: The pricing sheet for the Energy, Operations & Maintenance
22 ("O&M") and Capital Recovery components to be charged by Riverside are set forth in
23 Exhibit "B" attached hereto and incorporated herein by reference. The pricing sheet for the
24 Western Water and the Riverside Water, including the Shared Benefit Methodology to be
25 charged by Riverside, are set forth in Exhibit "D" attached hereto and incorporated herein by
26 reference.

1 **11. BILLING AND PAYMENT:**

2 11.1 Riverside shall bill Western for charges due hereunder by the fifteenth (15th)
3 day of each month for services rendered during the prior month, including any required
4 adjustments to bills previously paid by Western. Western shall pay such bills not later than
5 the fifth (5th) day of the month following the month in which bill is issued, or on the first
6 business day thereafter if the fifth (5th) day falls on a Saturday, Sunday, or holiday. Payments
7 which are not made in full by said due dates shall thereafter accrue interest at the lesser of (i)
8 one percent (1%) per month of the unpaid balance, or (ii) the maximum rate otherwise
9 permitted by law applicable to this Agreement, prorated by days until payment is sent by
10 Western.

11 11.2 In the event any portion of any bill is disputed, Western shall pay the bill,
12 including the disputed amount, under protest when due. If the protested portion of the
13 payment is found to be incorrect, Riverside shall promptly refund the protested portion,
14 including interest at the lesser of (i) one percent (1%) per month, or (ii) the maximum rate
15 otherwise permitted by law applicable to this Agreement, prorated by days from the date of
16 payment by Western to the date the refund check is sent or the refund payment is otherwise
17 made by Riverside.

18 11.3 If Western does not dispute in writing any billing within one hundred eighty
19 (180) days after the bill was rendered by Riverside, Western shall be deemed to have waived
20 any further or continuing right to dispute such bill.

21 11.4 Unless otherwise agreed by the Authorized Representatives, bills shall be
22 rendered and remittances made by their submission to the following addresses:

23 Bills rendered by Riverside to Western:

24 Western Municipal Water District
25 14205 Meridian Parkway
26 Riverside, CA 92518

Payments made by Western to Riverside:

City of Riverside
Accounts Receivable
3900 Main Street
Riverside, CA 92522

11.5 If the Parties are each required to pay an amount to each other in the same calendar month under this Agreement, then such amounts with respect to each Party may be aggregated and the Parties may discharge their obligations to pay through netting of the respective amounts due, in which case the Party, if any, owing the greater aggregate amount may pay to the other Party the difference between the amounts owed.

11.6 The Parties shall conduct an audit at least once every five (5) years during the term of this Agreement in order to determine the accuracy of the calculations required to be performed for the costs and cost escalators under this Agreement. The Parties shall each pay one-half of the cost of said audits.

12. AUTHORIZED REPRESENTATIVES: The Parties warrant that their Authorized Representatives have the authority to bind the respective Party to all relevant commitments under this Agreement. Initially, the Parties' Authorized Representatives shall be the individuals holding the positions set forth in the notice provisions of Section 29. Any Party may at any time change the designation of its Authorized Representative by written notice to the Authorized Representatives of the other Party. Each Party's Authorized Representative is authorized to act on its behalf in the implementation of this Agreement and with respect to those matters contained herein which are the functions and responsibilities of the Authorized Representatives. Each Authorized Representative may delegate actual performance of such functions and responsibilities; provided, that any agreement of the Authorized Representatives required to be in writing shall be signed by the Authorized Representatives.

13. LIABILITY AND INDEMNIFICATION:

13.1 Limitation of Liability: Except as to the gross negligence or Willful

1 Misconduct of a Party, each Party shall release and hold harmless the other Party from and
2 against any and all liability, loss, damage, and expense arising from, alleged to arise from, in
3 connection with, or incident to the services rendered under this Agreement.

4 13.2 Limitation on Damages: No Party shall be liable for any consequential,
5 incidental, punitive, special, or exemplary damages or lost opportunity costs, lost profit, or
6 other business interruption damages, by statute or in tort or contract, under any provision of
7 this Agreement.

8 13.3 Indemnification: Notwithstanding Section 13.1, each Party shall indemnify,
9 defend, and hold harmless the other Party, its directors, members, officers, employees, and
10 agents from and against any and all third-party claims, suits, or actions instituted on account
11 of personal injuries or death of any person (including but not limited to workers and the
12 public) or physical damage to property resulting from or arising out of the indemnitor's
13 Willful Misconduct or grossly negligent act or omission while engaged in the performance of
14 obligations or exercise of rights under this Agreement.

15 13.4 Definition of Willful Misconduct: For purposes of this Agreement, Willful
16 Misconduct shall be defined as:

17 13.4.1 Action taken or not taken by a Party at the direction of its directors or
18 other governing body, officers, or employees having management or administrative
19 responsibility affecting its performance under this Agreement, which:

20 13.4.1.1 Is knowingly or intentionally taken or not taken with
21 conscious indifference to the consequences thereof or with intent that injury or damage would
22 result or would probably result therefrom;

23 13.4.1.2 Has been determined by final arbitration award or judgment
24 or judicial decree to be a material default under this Agreement, and which action occurs or
25 continues beyond the time specified in such arbitration award or judgment or judicial decree
26 for curing such default, or, if no time to cure is specified therein, occurs or continues

thereafter beyond a reasonable time to cure such default; or

13.4.1.3 Is knowingly or intentionally taken or not taken with the knowledge that such action taken or not taken is a material default under this Agreement.

13.4.2 As used in this definition:

13.4.2.1 Willful Misconduct does not include any act or failure to act which is merely involuntary, accidental, or negligent.

13.4.2.2 The phrase "employees having management or administrative responsibility" means those employees of a Party who are responsible for one or more of the executive functions of planning, organizing, coordinating, directing, controlling, and supervising such Party's performance under this Agreement, with responsibility for results.

14. RELATIONSHIP OF THE PARTIES: The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing herein contained shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to any Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as herein provided. No Party shall be under the control of or shall be deemed to control the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's express written consent, except as provided in this Agreement.

15. UNCONTROLLABLE FORCES: If the existence of an Uncontrollable Force disables a Party from performing its obligations under this Agreement (except for such Party's obligations to make payments hereunder), such Party shall not be considered to be in default in the performance of any such obligations while such disability of performance exists. A Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein shall be construed so as to require a Party

1 to settle any strike or labor dispute in which it may be involved.

2 **16. AUDITS:** Each Party shall have the right to audit any costs, payments, settlements,
3 or other supporting information pertaining to this Agreement. Any such audit shall be
4 undertaken by the requesting Party or its representative at reasonable times and in
5 conformance with generally accepted auditing standards. The audited Party shall fully
6 cooperate with any such audit, the cost of which shall be paid by the requesting Party. The
7 right to audit a billing shall extend for a period of three (3) years following the rendering of
8 the bill. Each Party shall retain all necessary records or documentation for the entire length
9 of such three (3) year period and shall, to the extent permitted by law, take all steps
10 reasonably available to assure the confidentiality of the audited Party's accounting records
11 and supporting documents.

12 **17. THIRD PARTY BENEFICIARIES:** Unless otherwise specified in this Agreement,
13 there are no third party beneficiaries to this Agreement. This Agreement shall not confer any
14 right or remedy upon any person or entity other than the Parties and their respective successors
15 and assigns permitted under Section 19. This Agreement shall not release or discharge any
16 obligation or liability of any third party to any Party or give any third party any right of
17 subrogation or action over or against any Party.

18 **18. DISPUTE RESOLUTION:**

19 18.1 The Parties' Authorized Representatives shall attempt to amicably and
20 promptly resolve any dispute arising between the Parties under this Agreement. Nothing in
21 this Agreement shall preclude either Party from taking any lawful action it deems appropriate
22 to enforce its rights under this Agreement.

23 18.2 Any action at law or in equity brought by either of the parties hereto for the
24 purpose of enforcing a right or rights provided for by this Agreement shall be tried in the
25 Superior Court of the County of Riverside, State of California, and the parties hereby waive
26 all provisions of law providing for a change of venue in such proceedings to any other

1 county. This agreement shall be governed, construed, and enforced in accordance with the
2 laws of the State of California, without regard to its conflict of laws rules.

3 18.3 In the event either party hereto shall bring suit to enforce any term of this
4 Agreement or to recover any damages for and on account of the breach of any term or
5 condition of this Agreement, it is mutually agreed that each party will bear their own attorneys'
6 fees and costs.

7 **19. ASSIGNMENT OF INTERESTS:**

8 19.1 Neither Party shall assign this Agreement without the prior written consent of
9 the other Party, which consent shall not be unreasonably withheld or delayed. Western
10 expressly understands and agrees that it shall not be unreasonable for Riverside to withhold or
11 delay its consent to any proposed or purported assignment by Western to any person or entity
12 ("Assignee") that has not demonstrated to Riverside's reasonable satisfaction that Riverside's
13 interests as contemplated herein will not be adversely effected thereby.

14 19.2 Any assignment by a Party of its interest in this Agreement which is made
15 without the prior written consent of the other Party shall not relieve the assigning Party from
16 primary liability for any of its duties and obligations under this Agreement, and in the event of
17 any such assignment, the assigning Party shall continue to remain primarily liable for payment
18 of any and all money due the other Party as provided under this Agreement, and for the
19 performance and observance of all covenants, duties, and obligations to be performed and
20 observed under this Agreement by the Party to the same extent as though no assignment had
21 been made.

22 19.3 Whenever an assignment of a Party's interest in this Agreement is made with
23 the written consent of the other Party, the assigning Party's assignee shall expressly assume in
24 writing the duties and obligations under this Agreement of the assigning Party and, within
25 thirty (30) days after any such assignment and assumption of duties and obligations, the
26 assigning Party shall furnish, or cause to be furnished, to the other Party a true and correct

copy of such assignment and assumption of duties and obligations. Upon the effective date of such assignment, the assigning Party shall be relieved of its obligations and duties under this Agreement.

19.4 Subject to the foregoing restrictions on assignment, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

20. NO DEDICATION OF FACILITIES: Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the system, or any portion thereof, of that Party to the public or to the other Party, nor affect the status of that Party as an independent system.

21. COMPLETE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes all prior commitments, representations, and discussions between the Parties.

22. CONSTRUCTION OF AGREEMENT: Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the intent of the Parties when this Agreement was executed and is consistent with the nature of the rights and obligations of the Parties with respect to the matter being construed.

23. NONDISCRIMINATION: During the performance of this Agreement, neither Party shall deny the Agreement's benefits to any person, nor shall either Party discriminate unlawfully against any employee or applicant for employment, on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, marital status, or disability including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto. Each Party shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

24. EVENTS OF DEFAULT: In the event that a Party shall materially default in the

1 performance of its obligations under this Agreement, the Authorized Representative of the
2 non-defaulting Party may give written notice of the default to the Authorized Representative of
3 the defaulting Party. If within thirty (30) days after the non-defaulting Party's Authorized
4 Representative shall have given such written notice to the defaulting Party's Authorized
5 Representative, the defaulting Party shall have failed to cure the default in its performance of
6 this Agreement, or if such default requires more than thirty (30) days to cure and the defaulting
7 Party fails to commence such cure and diligently prosecute such cure to completion, in
8 addition to any other remedies provided by law, the non-defaulting Party may terminate this
9 Agreement by written notice of termination as provided for in Section 5.2.2. In addition to any
10 other cause of default arising hereunder, a Party shall be in default if:

11 24.1 It becomes insolvent; or

12 24.2 It makes a general assignment of substantially all of its assets for the benefit of
13 its creditors, files a petition for bankruptcy or reorganization or seeks other relief under any
14 applicable insolvency laws; or

15 24.3 It has filed against it a petition for bankruptcy, reorganization or other relief
16 under any applicable insolvency laws and such petition is not dismissed within sixty (60) days
17 after it is filed.

18 **25. AMENDMENTS:** This Agreement may be modified, supplemented or amended
19 only by a writing duly executed by the Parties.

20 **26. WAIVERS:** Any waiver at any time by any Party of its rights with respect to a
21 default under this Agreement, or with respect to any other matter arising in connection with
22 this Agreement, shall not be deemed a waiver with respect to any subsequent default or other
23 matter arising in connection therewith. Any delay, short of the statutory period of limitation
24 in asserting or enforcing any right, shall not be deemed a waiver of such right.

25 **27. SECTION HEADINGS:** All captions and headings appearing in this Agreement are
26 inserted to facilitate reference and shall not govern, except where logically necessary, the

1 interpretations of the provisions hereof.

2 **28. GOVERNING LAW:** This Agreement shall be interpreted, governed by, and
3 construed under the laws of the State of California or the laws of the United States as
4 applicable, as if executed and to be performed wholly within the state of California.

5 **29. NOTICES:**

6 29.1 Any notice, demand or request provided for in this Agreement, or served,
7 given or made in connection with it, shall be in writing and shall be deemed properly served,
8 given or made if delivered in person or sent by United States mail, postage prepaid, to the
9 persons specified below, unless otherwise provided for in this Agreement:

10 **To City of Riverside:**

11 City of Riverside
12 Public Utilities Department
13 3750 University Ave., 3rd floor
Riverside, CA 92501
Attn: General Manager

To Western:

Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518
Attn: General Manager

14 29.2 Either Party may at any time, by written notice to the other Party, change the
15 designation or address of the person so specified as the one to receive notices pursuant to this
16 Agreement.

17 **30. SIGNATURE CLAUSE:** The signatories hereto represent that they have been
18 appropriately authorized to enter into this Cooperative Agreement for Water Production and
19 Conveyance on behalf of the Party for whom they sign.

20 (signatures on following page)

CITY OF RIVERSIDE,
A California Charter City and
Municipal Corporation

WESTERN MUNICIPAL WATER DISTRICT

By: _____
John A. Russo
City Manager

By: _____
John V. Rossi
General Manager

Date: _____

Date: _____

Attest:

By: _____
Colleen J. Nicol
City Clerk

Date: _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY 
Deputy City Attorney

**RIVERSIDE – WESTERN
2017 COOPERATIVE AGREEMENT FOR
LONG-TERM WHEELING AND SURPLUS WATER SALES**

EXHIBIT A

EXAMPLE OPERATING PLAN

CALENDAR YEAR 2018 OPERATING PLAN
FOR
COOPERATIVE AGREEMENT FOR LONG-TERM WHEELING AND SURPLUS WATER SALES
BETWEEN THE CITY OF RIVERSIDE AND WESTERN MUNICIPAL WATER DISTRICT

The Operating Committee, comprised of representatives from the City of Riverside (Riverside) and Western Municipal Water District (Western) agree to the delivery schedule in Table 1 for Calendar Year 2018.

Table 1. Calendar Year 2018 Delivery Schedule (acre-feet)

Source Water	Jan	Feb	Mar	Apr	May	Jun*	Jul*	Aug*	Sep*	Oct	Nov	Dec	TOTAL
Western Water	925	925	925	925	925	*No guaranteed deliveries.				775	-	-	5400
Riverside Water	-	-	-	-	-	*If capacity exists, deliveries may occur.				150	925	925	2000
TOTAL	925	925	925	925	925					925	925	925	7408

Per the Cooperative Agreement, if the delivery schedule above is unattainable, the Operating Committee has the ability to, upon mutual agreement to adjust monthly delivery targets and/or make-up up to 500 acre-feet of deliveries in the next calendar year.

City of Riverside Authorized Designee

Western Municipal Water District Authorized Designee

Signature: _____

Signature: _____

Title: _____

Title: _____

**RIVERSIDE – WESTERN
2017 COOPERATIVE AGREEMENT FOR
LONG-TERM WHEELING AND SURPLUS WATER SALES**

EXHIBIT B

PRICING SHEETS FOR ELECTRICITY, O&M AND CAPITAL RECOVERY COMPONENTS

EXHIBIT 'B'
EXAMPLE PRICING SHEET FOR THE RIVERSIDE -WESTERN WHEELING & SURPLUS WATER SALES AGREEMENT
(Electricity, O&M, and Capital Recovery Components)

Not Part of the Agreement. For Example Only.

	Escalator	Mockingbird PS (Van Buren Highline)	Whitegates (Green Orchard BS)	Blended Rate
Electricity		\$/AF	\$/AF	\$/AF
Average Electrical Pumping Cost Estimate ¹	Based on Actuals	\$94	\$157	\$115
Operations & Maintenance (O&M)				
Supply Operations Cost ²		\$62	\$62	\$62
Distribution Operations Cost ³	Based on Actuals	\$42	\$42	\$42
Supply & Distribution Maintenance Cost ⁴		\$2	\$2	\$2
Average Capitalized Pump & Well Maintenance Cost ⁵		\$36	\$36	\$36
O&M Subtotal:		\$142	\$142	\$142
Capital Recovery				
Waterman Wells ⁶		\$44	\$44	\$44
Waterman Supply Transmission Pipeline ⁷		\$105	\$105	\$105
Distribution System Transmission Lines ⁸	ENR LA Metro CCI	\$66	\$133	\$89
Reservoir Storage ⁹		\$0	\$0	\$0
Booster Stations ¹⁰		\$12	\$42	\$22
Capital Recovery Subtotal:		\$227	\$324	\$260
Total (\$/AF):		\$463	\$623	\$517
AFY to Deliver:		4,908	2,500	

Notes: (Capital Recovery & Maintenance costs related only to RPU Water Facilities along hydraulic path to Western Delivery Points.)

- Average annual electrical unit cost for water delivery to Mockingbird & Whitegates Western Delivery Points based on actual electrical billings in 2015. Used average electrical cost from Amendment 1 as presented in Energy Cost Sheet. Electrical Charge, will be trued up at the end of each year. The previous years information will be used to establish a baseline for the coming year. At the end of each year, the costs will be trued-up based on actuals and a debit/credit will be issued.
- Operations \$/AF Unit Cost for Bunker Hill Basin (Waterman Supply Transmission Pipeline) Water Production. Calculated in Operations & Maint. Sheet, under Exhibit C. Water Fund Cost Center total spending proportional to share of power cost for water production of Waterman wells for FY 2013-2014.
FY 2013-2014 Water Fund Cost Center 6200000 (Water Production & Operations) [41, 42, & 88 Only] Less Line Item Accounts:
a. Settlement Reimbursements b. 422200 (Power Costs) c. 422923 (Capacity/Standby Charges) d. 447100 (Taxes and Assessments)
The sum of the cost components divided by the total production of Waterman wells (including production associated with Western acquired supplies) will be the basis for the Supply Operations Cost.
- Operations \$/AF Unit Cost for Linden/Evans Reservoir (Potable Water System) Water Distribution. Calculated in Operations & Maint. Sheet, under Exhibit C. Water Fund Cost Center total spending proportional to share of power cost for water distribution for FY 2013-2014.
FY 2013-2014 Water Fund Cost Center 6200000 (Water Production & Operations) [41, 42, & 88 Only] Less Line Item Accounts:
a. 422200 (Power Costs) b. 422923 (Capacity/Standby Charges) c. 447100 (Taxes and Assessments)
The sum of the cost components divided by the total potable water sales (including Western acquired supplies) will be the basis for the distribution Operations Cost.
- Maintenance \$/AF Unit Cost for Bunker Hill Basin (Waterman Supply Transmission Pipeline) Production and Linden/Evans Reservoir (Potable Water System) Distribution. Calculated in Operations & Maint. Sheet, under Exhibit C. Water Fund Cost Center total spending proportional to RPU retail water sales for FY 2013-2014.
1a. Total capital replacement cost of Bunker Hill Basin (Waterman Supply Transmission Pipeline) production system divided by total water production from Waterman Wells (including Western acquired supplies)
2a. Total capital replacement cost of Linden/Evans Reservoirs to 1200 Zone Mockingbird and 1700 Zone Whitegates Deliveries divided by total potable water sales (including Western acquired supplies)
FY 2013-2014 Water Fund Cost Center 6205000 (PU Water Field Operations/Maintenance) divided by total RPU Water System capital replacement cost, equated to 0.58%
1b. Resulting capital replacement cost (\$/AF) multiplied by 0.58% for apportioned production system maintenance cost
2b. Resulting capital replacement cost (\$/AF) multiplied by 0.58% for apportioned distribution system maintenance cost
Western's wheeled water flow weighted proportional unit cost obtained from resulting apportioned production & distribution system maintenance cost
O&M, will be trued up at the end of each year. The previous years information will be used to establish a baseline for the coming year.
At the end of each year, the costs will be trued-up based on actuals and a debit/credit will be issued.

5. Average Capitalized Maintenance Unit Cost for all RPU Pumps & Wells. Calculated in Operations & Maint. Sheet, under Exhibit C.

FY 2013-2014 Water Fund Cost Center 6200000 (Facility Rehabilitation, 470803).

Total Facility Rehab cost for FY 2013-2014 divided by the total potable water sales will be the basis for the Pump & Well Maintenance Cost.

6. \$/AF Unit cost for replacement of existing RPU wells over 100 year life cycle at 5% interest. Calculated in Capital Recovery Sheets, under Waterman Wells.

7. \$/AF Unit cost for replacement of existing RPU Waterman Supply Transmission Pipeline over 120 year life cycle at 5% interest. Calculated in Capital Recovery Sheets, under Waterman Supply Line.

8. \$/AF unit cost for replacement of existing RPU Distribution System Transmission waterlines over 120 year life cycle at 5% interest. Calculated in Capital Recovery Sheets, under Distribution System Transmission Lines.

9. Reservoir usage not critical during non-firm deliveries. During high demands, reservoir capacity reserved for RPU Customers. During high demands, reservoir capacity reserved for RPU Customers.

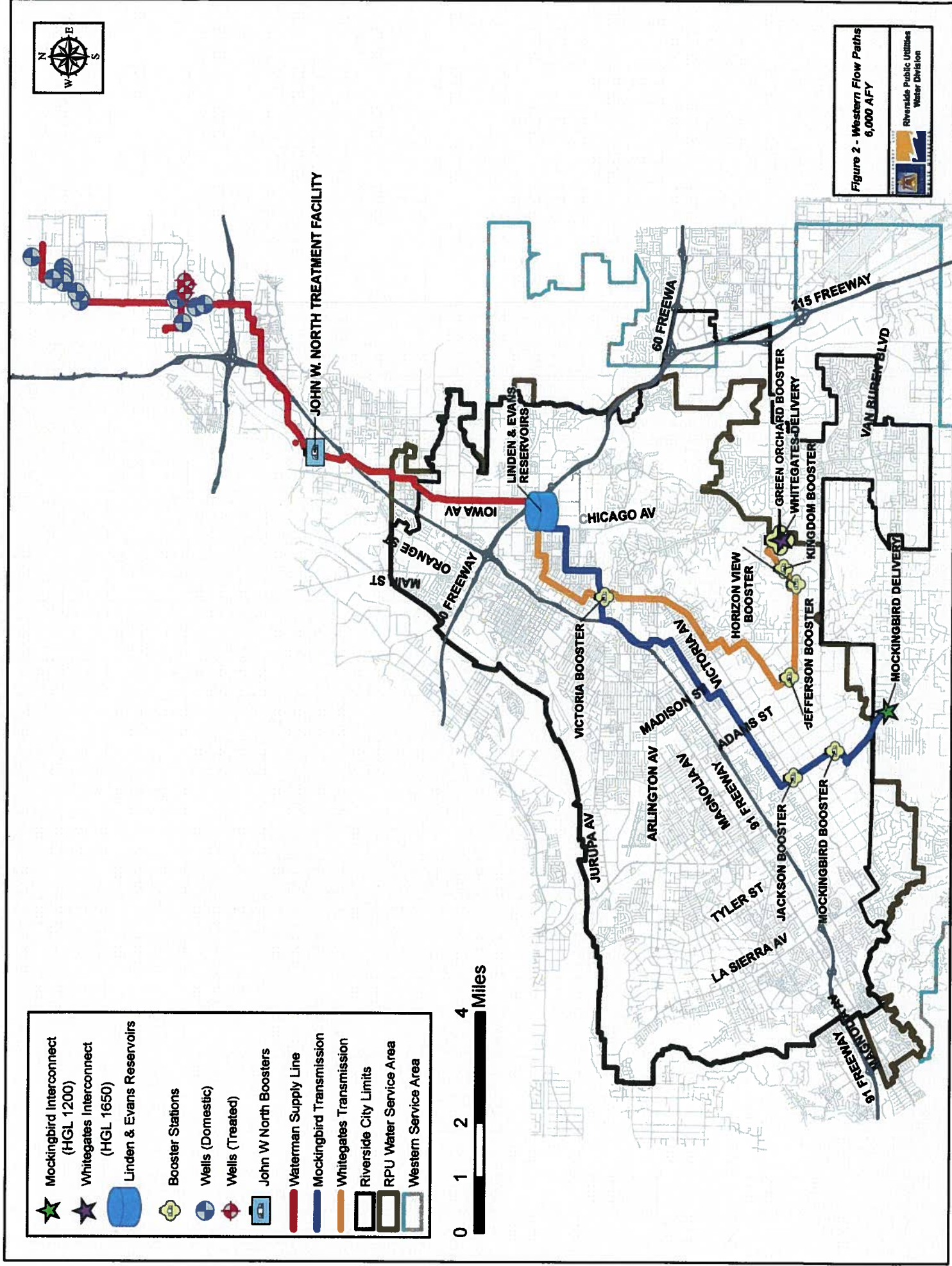
10. \$/AF unit cost for replacement of existing RPU Booster Stations over 60 year life cycle at 5% interest. Calculated in Capital Recovery Sheets, under Pump Stations.

1 **RIVERSIDE – WESTERN**
2 **2017 COOPERATIVE AGREEMENT FOR**
3 **WATER PRODUCTION AND CONVEYANCE**

4 **EXHIBIT C**

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11 **FLOW PATH SCHEMATIC**
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Exhibit C – Flow Path Schematic



1 **RIVERSIDE – WESTERN**
2 **2017 COOPERATIVE AGREEMENT FOR**
3 **WATER PRODUCTION AND CONVEYANCE**

4 **EXHIBIT D**

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6 **WHEELING, SHARED SAVINGS AND SHARED BENEFIT METHODOLOGY**
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EXHIBIT 'D'

EXAMPLE PRICING SHEET FOR THE RIVERSIDE - WHEELING, SURPLUS WATER SALES, SHARED BENEFIT METHODOLOGY

Not Part of the Agreement. For Example Only.

Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
WHEELING PRICE										
Volume (AF):	5,408									
Assumed inflation:	4%									
A RPU Capital Recovery	\$ 259	\$ 269	\$ 280	\$ 291	\$ 303	\$ 315	\$ 328	\$ 341	\$ 354	\$ 369
B Energy	\$ 115	\$ 120	\$ 124	\$ 129	\$ 135	\$ 140	\$ 146	\$ 151	\$ 157	\$ 164
C O&M	\$ 142	\$ 148	\$ 154	\$ 160	\$ 166	\$ 173	\$ 180	\$ 187	\$ 194	\$ 202
D Wheeling Unit Price	\$ 516	\$ 537	\$ 558	\$ 580	\$ 604	\$ 628	\$ 653	\$ 679	\$ 706	\$ 734
E Wheeling Revenue	\$ 2,790,528	\$ 2,902,149	\$ 3,018,235	\$ 3,138,964	\$ 3,264,523	\$ 3,395,104	\$ 3,530,908	\$ 3,672,144	\$ 3,819,030	\$ 3,971,791

* Capital Recovery will be escalated at CPI. Energy and O&M charges are based on actual costs calculated annually.

	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
WHEELING PRICE - Continued										
A RPU Capital Recovery	\$ 383	\$ 399	\$ 415	\$ 431	\$ 449	\$ 466	\$ 485	\$ 505	\$ 525	\$ 546
B Energy	\$ 170	\$ 177	\$ 184	\$ 191	\$ 199	\$ 207	\$ 215	\$ 224	\$ 233	\$ 242
C O&M	\$ 210	\$ 219	\$ 227	\$ 236	\$ 246	\$ 256	\$ 266	\$ 277	\$ 288	\$ 299
D Wheeling Unit Price	\$ 764	\$ 794	\$ 826	\$ 859	\$ 894	\$ 929	\$ 966	\$ 1,005	\$ 1,045	\$ 1,087
E Wheeling Revenue	\$ 4,130,663	\$ 4,295,890	\$ 4,467,725	\$ 4,646,434	\$ 4,832,292	\$ 5,025,583	\$ 5,226,607	\$ 5,435,671	\$ 5,653,098	\$ 5,879,222
										\$ 83,096,562

* Capital Recovery will be escalated at CPI. Energy and O&M charges are based on actual costs calculated annually.

SURPLUS WATER PRICE (SHARED SAVINGS)

Volume (AF):	2,000									
Assumed inflation:	4%	In 2017, MWD has a published escalation rate of 4% over the next 10-yr.								
F MWD Projected Unit Price	\$ 979	\$ 1,015	\$ 1,053	\$ 1,092	\$ 1,123	\$ 1,164	\$ 1,205	\$ 1,249	\$ 1,296	\$ 1,344
G WMWD Additional Transmission Costs	\$ 60	\$ 62	\$ 65	\$ 67	\$ 70	\$ 73	\$ 76	\$ 79	\$ 82	\$ 85
H RPU Commodity Charge	\$ 202	\$ 208	\$ 215	\$ 222	\$ 225	\$ 232	\$ 238	\$ 246	\$ 254	\$ 262
I RPU Capital Recovery	\$ 259	\$ 269	\$ 280	\$ 291	\$ 303	\$ 315	\$ 328	\$ 341	\$ 354	\$ 369
J Energy	\$ 115	\$ 120	\$ 124	\$ 129	\$ 135	\$ 140	\$ 146	\$ 151	\$ 157	\$ 164
K O&M	\$ 142	\$ 148	\$ 154	\$ 160	\$ 166	\$ 173	\$ 180	\$ 187	\$ 194	\$ 202
L Surplus Water Sales Unit Price	\$ 718	\$ 745	\$ 773	\$ 802	\$ 828	\$ 859	\$ 891	\$ 925	\$ 960	\$ 997
M Surplus Water Sales Revenue	\$ 1,435,000	\$ 1,489,240	\$ 1,546,210	\$ 1,604,938	\$ 1,656,456	\$ 1,718,794	\$ 1,781,985	\$ 1,849,065	\$ 1,920,067	\$ 1,993,030
										\$ 16,994,785

* RPU Commodity Charge will be calculated annually based on splitting the difference between Riverside's wheeling cost (Capital Recovery, Energy, and O&M), less Western's weighted average transmission and delivery costs at all current and future interconnections, and MWD's Tier 1 costs.

SHARED BENEFIT METHODOLOGY

N Western's Savings	\$ 403,000	\$ 415,960	\$ 429,998	\$ 444,078	\$ 449,161	\$ 463,208	\$ 476,176	\$ 491,023	\$ 507,704	\$ 524,172	\$ 4,604,482
O RPU Commodity	\$ 403,000	\$ 415,960	\$ 429,998	\$ 444,078	\$ 449,161	\$ 463,208	\$ 476,176	\$ 491,023	\$ 507,704	\$ 524,172	\$ 4,604,482

**AGREEMENT FOR THE SALE OF
SURPLUS POTABLE WATER AND EMERGENCY WATER
CITIES OF NORCO AND RIVERSIDE**

1. PARTIES AND DATES

This Agreement regarding the Interim Agreement for the Sale of Surplus Potable Water and Emergency Water ("Agreement") is entered into as of January 15, 2020, by and between CITY OF NORCO, a California municipal corporation ("Norco") and CITY OF RIVERSIDE, a California charter city and municipal corporation located within Riverside County, California ("Riverside"). Norco and Riverside may be referred to individually as "Party" or collectively as "Parties."

2. RECITALS

2.1 Riverside provides potable water service to its customers within its city limits as well as outside of its city limits to certain customers located within the County of Riverside. Norco provides potable water service to its customers within its city limits as well as outside of its city limits to certain customers within its service area located in the County of Riverside.

2.2 On November 21, 2018, Riverside and Norco entered into an Agreement for the Sale of Emergency Potable Water, under which each party would provide emergency water service to the other under certain conditions. As part of the Agreement for the Sale of Emergency Potable Water, both Parties expressed a desire to construct an interconnection, between the potable water system operated by Riverside and the potable water system operated by Norco. The interconnection is located near the intersection of Arlington Avenue and Crestview Drive and was designed and constructed to have the ability to convey water supplies between the Parties in the event of an emergency.

2.3 The Parties also noted that, in the future, Riverside and Norco may consider other mutual agreements related to the sale of wholesale or surplus potable water supplies. The Parties now wish to enter into this Agreement in order for Riverside to provide potable water service to Norco on a non-emergency basis.

2.4 The Parties agree to terminate the November 21, 2018 Agreement for the Sale of Emergency Potable Water.

NOW, THEREFORE, in consideration of the preceding promises and the mutual covenants thereafter contained, and for other good and valuable consideration, the Parties agree as follows:

3. DEFINITIONS

Terms used herein with initial capitalization, whether in singular or plural, shall have the following meanings:

3.1 AFY: Acre-feet per year.

3.2 Capital Recovery Component: The component of the Service Rate intended to recover Riverside's capital cost of providing Production, Treatment, and/or Conveyance Services along the flow path to Norco.

3.3 Commodity Price: This term shall have the meaning set forth in Section 9.

3.4 Delivery Month: A month for which Norco has requested Production, Treatment, Conveyance and/or Services in the Operating Plan.

3.5 Emergency Water: The sale of water by either party to the other party to this Agreement under the terms set forth in section 10.

3.6 Energy Price: The Energy Price of the rates for Norco shall be in accord with the pricing sheets referenced in Section 9. For fiscal year 2019-20, a single average energy unit cost of \$61 per acre-foot will be used for the energy costs.

3.7 Fiscal Year: The twelve (12) month period commencing each July 1 during the term of this Agreement and ending the following June 30.

3.8 MWD: The Metropolitan Water District of Southern California.

3.9 MWD Tier 1 cost: The published volumetric rate charged by MWD for full-service treated water supply. If MWD amends its rates such that the MWD Tier 1 cost is no longer applicable to the pricing under this Agreement, the parties agree to meet and confer and amend this Agreement to include an appropriate pricing reference.

3.10 Operation & Maintenance Component: The component of the Service Rate intended to recover Riverside's operating and maintenance cost of providing Production, Treatment, and/or Conveyance Services.

3.11 Operating Plan: The written plan, developed collaboratively by Norco and Riverside, as set forth in Section 6. Attached hereto as Operating Plan, Exhibit "A," and incorporated herein by reference is an example Operating Plan.

3.12 Point of Interconnection: The Point of Interconnection is where the water transmission and/or distribution systems of Riverside and Norco interconnect. Where water is delivered to Norco by Riverside, and vice-versa, in connection with Conveyance Services provided hereunder.

3.13 Prudent Utility Practice: Any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts (including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry prior thereto) known at the time the decision was made, which would have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition, taking into account the fact that Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result. Prudent Utility Practice includes due regard for manufacturers' warranties and requirements of agencies of competent jurisdiction.

3.14 Riverside Water: The portion of Riverside's Bunker Hill Basin Export Allocation under the 1969 Judgment that in Riverside's sole judgment, which shall not be unreasonably exercised, is surplus to Riverside's retail and wholesale customer demand which is made available for purchase by Norco.

3.15 Service Rate: The rate, expressed in dollars per acre-foot and rounded to nearest cent, to be paid by Norco to Riverside in connection with Riverside's provision of Production, Treatment, and/or Conveyance Services.

3.16 Shared Benefit Methodology: This methodology shall have the meaning set forth in Exhibit "C," attached hereto and incorporated by reference.

3.17 Surplus Water Sales: This term shall have the meaning set forth in Section 5 herein.

3.18 Treatment Services: The use and operation of water treatment such as, but not limited to, ion exchange, granular activated carbon, membrane filtration, and/or blending to achieve compliance with Federal and State drinking water standards.

3.19 Uncontrollable Force: Any cause or event which is beyond the control of the Party affected, including, but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute or strike, labor or material shortage, sabotage, restraint by court order or public authority and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

3.20 Willful Misconduct: This term shall have the meaning set forth in Section 12 herein.

4. TERM

The term of this Agreement shall commence on the date first written above and, unless otherwise terminated pursuant to the terms and conditions of this Agreement, shall continue for a period of five (5) years. This Agreement shall automatically renew for a successive five (5) year period unless earlier terminated as follows:

4.1 Either Party provides notice of termination to the other in writing, at least one year prior to the termination date of the then-current term Agreement.

4.2 Upon ten (10) days' advance written notice by the non-defaulting Party to the defaulting Party following a material breach of this Agreement.

4.3 Obligations incurred hereunder but not satisfied prior to termination of this Agreement shall survive such termination until fully discharged, including any payments due by one Party to the other Party hereunder.

5. SALE OF SURPLUS RIVERSIDE WATER

Riverside shall deliver a minimum of 1,000 AFY of Riverside Water to Norco, over the next five-years. If, in its sole judgment, Riverside has additional surplus water in excess of the 1,000 AFY in a given year that has not been purchased by another entity, Riverside will notify Norco prior to the development of the Operating Plan. If Norco is interested in purchasing some or all of the excess supplies and has the ability to receive it, those excess supplies will be incorporated into the Operating Plan. Delivery of Riverside Water in excess of 1,000 AFY will not require modification or amendment of this Agreement. For each acre-foot of Riverside Water extracted by Riverside on Norco's behalf, Norco shall pay Riverside the rate determined in accordance with Section 9.

6. OPERATING PLAN FOR SALE OF RIVERSIDE WATER

6.1 Norco and Riverside will work collaboratively to develop a mutually agreeable Operating Plan, in the format of the example in Exhibit "A." Two (2) original copies of the initial Operating Plan setting forth the services requested, signed by Norco, shall be submitted to Riverside no later than November 1 of each year for the following calendar year and shall specify the services requested by Norco, including, but not limited to, the date(s) of service, the quantities of water involved, and the Points of Receipt and Points of Delivery. The Operating Plan can be adjusted monthly by mutual agreement.

6.2 If Riverside reasonably determines that Norco's initial proposed Operating Plan is feasible and consistent with Prudent Utility Practice and the operation of Riverside's water extraction, transmission, distribution and treatment systems, Riverside shall countersign both copies of the proposed Operating Plan and return one (1) fully executed copy to Norco. Unless otherwise communicated in writing to Norco, Riverside shall provide the Production, Treatment and Conveyance Services specified in the fully executed Operating Plan, subject to the terms of this Agreement. In the event Riverside reasonably determines that an Operating Plan is not feasible and/or is not consistent with Prudent Utility Practice, Riverside shall provide such notice to Norco within 30 days and the Parties shall then engage in good faith negotiations to resolve said issues and to develop a mutually agreeable Operating Plan. The failure of Riverside to provide an executed copy of the Plan, or to provide notice within 30 days that a Plan is infeasible, shall constitute Riverside's approval of the Plan.

6.3 If an Operating Plan has not been countersigned by Riverside in accordance with Section 6.2, and Riverside has sent the notice in accordance with section 10, the Public Works Director and General Manager from Norco and Riverside, respectively, will meet and confer to forge a compromise by January 1. Should the Director and General Manager be unable to reach a resolution by January 1, both Parties agree to mediation and shall share the expense of mediation equally. Such mediation shall be completed by March 1, unless the Parties mutually agree to an extension.

6.4 Riverside shall provide Production, Treatment and Conveyance Services from October 1 through May 31 and shall make diligent good faith efforts to provide such services every month of the year.

7. MEASUREMENT OF WATER PRODUCED OR CONVEYED FOR SALE OF RIVERSIDE WATER

7.1 Any metering devices used to measure the delivery of water under this Agreement at a Point of Interconnection shall be owned by Riverside and shall be installed, operated, calibrated, and maintained in accordance with Riverside's standard requirements. Any such metering devices shall be maintained directly by Riverside or by agents or subcontractors directly under Riverside's control.

7.2 Riverside shall inspect and test the metering devices at least once per calendar year, unless more frequent testing and inspection is appropriate as a result of repairs to or replacements of a metering device. Riverside shall provide reasonable advance notice to Norco of any such testing or inspection in order to permit a representative of Norco to witness such activities, and shall provide Norco with copies of any periodic or special inspection or testing reports relating to the metering devices upon request by Norco. Norco, at its own expense, may request in writing that Riverside initiate additional testing and inspection of the metering devices, and Riverside shall comply with any such request as soon as practical after the request is made.

8. CONTINUITY OF SERVICE FOR SALE OF RIVERSIDE WATER

8.1 Riverside reserves the right to curtail Production, Treatment and Conveyance Services hereunder; (i) upon reasonable advance notice to Norco to make repairs, replacements, modifications, or to perform maintenance work, all for the purpose of maintaining continuity of Production, Treatment and Conveyance Services; or (ii) without notice to Norco because of an existing or impending Uncontrollable Force, as determined in Riverside's sole judgment which shall not be unreasonably exercised.

8.2 Notwithstanding the provisions of Section 8.1, Riverside may interrupt or curtail Production, Treatment, and Conveyance Services to the extent that the continued provision of such services could, in Riverside's sole judgment which shall not be unreasonably exercised: (i) adversely affect the quantity, quality, reliability or cost of service related to water deliveries by Riverside to its retail customers; (ii) cause Riverside to violate the terms of any rule, regulation, or binding obligation it may otherwise have with respect to the production, treatment or delivery of water; (iii) Riverside experiences a loss of extraction capacity, export rights, treatment capacity, and/or conveyance capacity in any portion of its water system; or (iv) in accordance with Prudent Utility Practice.

9. RATES AND CHARGES FOR SALE OF RIVERSIDE WATER

9.1 Riverside Water: Norco agrees to pay Riverside the Energy, O&M, and Capital Recovery Component charges, as described here in, and a Commodity Price. Both Parties agree to use a "Shared Benefit Methodology" to calculate the Commodity Price of the Riverside Water and the savings to Norco in relation to the MWD Tier 1 treated cost. The Shared Benefit Methodology is intended to establish an all-inclusive price that equally splits the difference between Riverside's rate to deliver water to Norco and the MWD Tier 1 treated cost for that applicable year. The difference between the calculated all-inclusive price and Riverside's rate to deliver water to Norco will be deemed to be the commodity price ("Commodity Price"). An example of said calculation and escalation is set forth below:

9.1.1 Example - If Riverside's cost to deliver Norco Water is \$600 per acre-foot and the MWD Tier 1 treated cost is \$1,050 per acre-foot, then the total cost to deliver Riverside Water to Norco would be $(\$592 + \$1,050) / 2 = \$821$. MWD Tier 1 treated cost for CY 2020 is \$1,050.

9.1.2 The price for CY 2020 will be in accordance with Exhibit "B" and "C"; and, the price for future years will be calculated annually at least 12-months prior to water deliveries. The price for future years will be based on the cost structure described above.

9.2 Basis of Billing: All costs shall be accrued based on the reading of Riverside's meter(s); all water produced and conveyed through Riverside's water system shall be billed based on the meter reading at the Point of Interconnection.

9.3 Invoicing: For each monthly billing cycle, Riverside shall invoice Norco in accordance with Section 11 of this Agreement for the costs detailed in this Section 9.

9.4 Pricing Sheets: The pricing sheet for the Energy, Operations & Maintenance ("O&M") and Capital Recovery components to be charged by Riverside are set forth in Exhibit "B" attached hereto and incorporated herein by reference. The pricing sheet for Riverside's Water, including the Shared Benefit Methodology to be charged by Riverside, are set forth in Exhibit "C" attached hereto and incorporated herein by reference.

10. SALE OF EMERGENCY WATER

10.1 Definition of Emergency Water. Emergency water service is defined as a temporary need of water due to loss of an existing water supply, failure of water supply or distribution pipelines, mechanical or electrical failure of water system equipment, or to overcome short term water quality impediments. Emergency water shall not be provided for longer than 60 calendar days without written approval of the selling Party.

10.2 Amount of Emergency Water and Emergency Water Meter: Subject to the other terms of this Agreement, the selling Party agrees to make available to the purchasing Party emergency water supplies necessary to assist the purchasing Party to serve its customers because of an emergency, as further defined herein. For the purposes of this Agreement, "emergency" shall not be limited to a water shortage emergency as declared by the State of California. However, the receiving Party understands and acknowledges that the selling Party's primary responsibility is to serve its own customers. Accordingly, the selling Party shall have the sole discretion to determine what amount of water, if any, to sell to the purchasing Party in case of emergency. The selling Party can exercise that discretion for any reason, including determining whether the sale of such water will adversely affect the quality, reliability or cost of service related to water deliveries by selling Party to its retail or wholesale customers and/or cause selling Party to violate the terms of any other obligations with respect to the production, treatment or delivery of water. The Parties further agree that the precise quantity and pressure of emergency water delivered from the selling Party to the purchasing Party may also vary due to climate conditions, water supply, system availability and other conditions.

10.3 Request Procedure. Both Parties may have a need for emergency water to serve its customers near the intersection of Arlington Avenue and Crestview Drive in the County of

Riverside. When emergency water, as defined in Section 10.1, is required, the requesting Party shall do its best to request emergency water in writing or by email including the details describing the need for delivery of emergency water, desired flowrate, duration, and start and stop dates. Upon such request, selling Party shall provide its availability, start and stop dates, estimated duration of emergency water sale, flow rate, and any other details describing the need for delivery of emergency water to the purchasing Party. The selling Party will confirm in writing or by email their availability to provide the requested emergency water. If requesting Party does not have sufficient time to make such request in writing, requesting Party may make a verbal request that shall then be subsequently confirmed in writing or by email. Selling Party has no obligation to respond until such request is received in writing or by email, but shall make a reasonable effort to review the request pending receipt of the written documentation. The current staff list and contact information for both Parties is included as Exhibit "D."

10.4 Payment for Emergency Water: Both Parties recognize each agency has multiple sources of potable water supply that have variable costs associated with producing said water. Therefore, both Parties agree that reimbursement for the emergency water delivered can either be by direct payments at the applicable rate or by returning an equal quantity of water. The returned quantity of water shall be completed within 180 days after said emergency has concluded. Should any party fail to return the water in the required 180-day period, then said party will be assessed the applicable rate. All deliveries of emergency water shall be tracked by Riverside per event and said data provided to both parties by formal letter. Any invoices should be sent to the addresses shown in Section 11 below.

11. BILLING AND PAYMENT (FOR RIVERSIDE WATER SALES)

11.1 Riverside shall bill Norco for charges due hereunder by the fifteenth (15th) day of each month for services rendered during the prior month, including any required adjustments to bills previously paid by Norco. Norco shall pay such bills not later than the fifth (5th) day of the month following the month in which bill is issued, or on the first business day thereafter if the fifth (5th) day falls on a Saturday, Sunday, or holiday. Payments which are not made in full by said due dates shall thereafter accrue interest at the lesser of: (i) one percent (1%) per month of the unpaid balance; or (ii) the maximum rate otherwise permitted by law applicable to this Agreement, prorated by days until payment is sent by Norco.

11.2 In the event any portion of any bill is disputed, Norco shall pay the bill, including the disputed amount, under protest when due. If the protested portion of the payment is found to be incorrect, Riverside shall promptly refund the protested portion, including interest at the lesser of: (i) one percent (1%) per month; or (ii) the maximum rate otherwise permitted by law applicable to this Agreement, prorated by days from the date of payment by Norco to the date the refund check is sent or the refund payment is otherwise made by Riverside.

11.3 If Norco does not dispute in writing any billing within one hundred eighty (180) days after the bill was rendered by Riverside, Norco shall be deemed to have waived any further or continuing right to dispute such bill.

11.4 Unless otherwise agreed by the Parties, bills shall be rendered and remittances made by their submission to the following addresses:

Bills rendered by Riverside to Norco:

City of Norco
Accounts Payable
2870 Clark Avenue
Norco, CA 92860

Payments made by Norco to Riverside:

City of Riverside
Accounts Receivable
3900 Main Street
Riverside, CA 92522

11.5 If the Parties are each required to pay an amount to each other in the same calendar month under this Agreement, then such amounts with respect to each Party may be aggregated and the Parties may discharge their obligations to pay through netting of the respective amounts due, in which case the Party, if any, owing the greater aggregate amount may pay to the other Party the difference between the amounts owed.

12. LIABILITY AND INDEMNIFICATION

12.1 Limitation of Liability: Except as to the gross negligence or Willful Misconduct of a Party, each Party shall release and hold harmless the other Party from and against any and all liability, loss, damage, and expense arising from, alleged to arise from, in connection with, or incident to the services rendered under this Agreement.

12.2 Limitation on Damages: No Party shall be liable for any consequential, incidental, punitive, special, or exemplary damages or lost opportunity costs, lost profit, or other business interruption damages, by statute or in tort or contract, under any provision of this Agreement.

12.3 Indemnification: Notwithstanding Section 12.1, each Party shall indemnify, defend, and hold harmless the other Party, its directors, members, officers, employees, and agents from and against any and all third-party claims, suits, or actions instituted on account of personal injuries or death of any person (including but not limited to workers and the public) or physical damage to property resulting from or arising out of the indemnitor's Willful Misconduct or grossly negligent act or omission while engaged in the performance of obligations or exercise of rights under this Agreement.

12.4 Definition of Willful Misconduct: For purposes of this Agreement, Willful Misconduct shall be defined as:

12.4.1 Action taken or not taken by a Party at the direction of its directors or other governing body, officers, or employees having management or administrative responsibility affecting its performance under this Agreement, which:

12.4.1.1 Is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent that injury or damage would result or would probably result therefrom;

12.4.1.2 Has been determined by final arbitration award or judgment or judicial decree to be a material default under this Agreement, and which action occurs or continues beyond the time specified in such arbitration award or judgment or judicial decree for curing such default, or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default; or

12.4.1.3 Is knowingly or intentionally taken or not taken with the knowledge that such action taken or not taken is a material default under this Agreement.

12.4.2 As used in this definition:

12.4.2.1 Willful Misconduct does not include any act or failure to act which is merely involuntary, accidental, or negligent.

12.4.2.2 The phrase "employees having management or administrative responsibility" means those employees of a Party who are responsible for one or more of the executive functions of planning, organizing, coordinating, directing, controlling, and supervising such Party's performance under this Agreement, with responsibility for results.

13. THIRD PARTY BENEFICIARIES

Unless otherwise specified in this Agreement, there are no third-party beneficiaries to this Agreement. This Agreement shall not confer any right or remedy upon any person or entity other than the Parties and their respective successors and assigns permitted under Section 20. This Agreement shall not release or discharge any obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties respecting the subject matter thereof and complements all prior understandings and agreements, whether oral or in writing, between the Parties respecting the subject matter of this Agreement.

15. SEVERABILITY

In any term, covenant, condition or provisions of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any other person or circumstance, shall remain in full force and affect and shall in no way be affected, impaired or invalidated thereby.

16. WAIVER OF COVENANTS, CONDITIONS AND REMEDIES

The waiver by one (1) Party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it or any other covenant or condition under this Agreement. The waiver by either or both Parties of the time for

performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

17. AMENDMENT

This Agreement may be amended at any time by the written agreement of the Parties. All amendments and changes of this Agreement, in all or in part, and from time to time, shall be binding upon the Parties despite any lack of legal consideration, so long as the same shall be in writing and duly approved and executed by the Parties hereto.

18. RELATIONSHIP OF PARTIES

The Parties agree that their relationship is one of mutual assistance and that nothing contained herein shall render either Party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the Parties hereto, nor is either Party granted any right or authority to assume or create any obligation or responsibility on behalf of the other Party, nor shall either Party be in any way liable for any debt of the other.

19. FURTHER ACTS

Each Party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the Party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this Agreement.

20. NOTICES

All notices and demands that either Party is required or desires to give to the other shall be given in writing by United States registered or certified mail, return receipt requested, by personal delivery, by facsimile with confirmation of receipt, or express courier service or by electronic mail to the street address or facsimile number set forth below for the respective Party or any electronic mail address subsequently given, provided that if any Party gives notice of a change of name or address, notices to that Party shall thereafter be given as set forth in that notice. All notices and demands shall be effective upon receipt or upon refusal to accept delivery.

City of Norco
2870 Clark Avenue
Norco, CA 92860
Attention: Public Works Director

City of Riverside
3701 University Ave. 3rd Floor
Riverside, CA 92501
Attention: Public Utilities General Manager

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.

21. NO DEDICATION OF FACILITIES

Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the system, or any portion thereof, of that Party to the public or to the other Party, nor affect the status of that Party as an independent system.

22. CONSTRUCTION OF AGREEMENT

Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the intent of the Parties when this Agreement was executed and is consistent with the nature of the rights and obligations of the Parties with respect to the matter being construed.


23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF RIVERSIDE

By: 
City Manager


ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
Assistant City Attorney

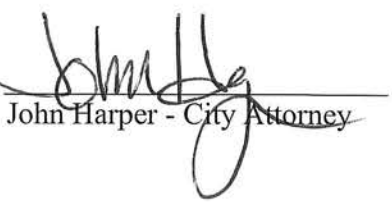
CITY OF NORCO

By: 
Berwin Hanna - Mayor

ATTEST:

By: 
Dana Roa, CMC - City Clerk

APPROVED AS TO FORM:

By: 
John Harper - City Attorney

**EXHIBIT 'A' - CALENDAR YEAR 2018 OPERATING PLAN
FOR
COOPERATIVE AGREEMENT FOR THE WHOLESAL OF POTABLE WATER
BETWEEN THE CITY OF RIVERSIDE AND THE CITY OF NORCO**

The operating Committee, comprised of representatives from the City of Riverside (Riverside) and the City of Norco (Norco) agree to the delivery schedule in Table 1 for Calendar year 2019.

Table 1. Calendar year 2019 Delivery Schedule (acre-feet)

Jan	Feb	Mar	Apr	May	Jun*	Jul*	Aug*	Sep*	Oct	Nov	Dec	TOTAL
120	120	120	120	140	*No guaranteed deliveries. If Riverside system capacity exists, deliveries may occur.				140	120	120	1000

Per the Cooperative Agreement, if the delivery schedule above is unattainable, the operating Committee has the ability to, upon mutual agreement to adjust monthly delivery targets and/or make-up to 100 acre-feet of deliveries in the next calendar year.

City of Riverside Authorized Designee

City of Norco Authorized Designee

Signature:

Signature:

Title:

Title:

Date:

Date:

[Signature]
DIRECTOR PUBLIC WORKS
1/15/2020

EXHIBIT 'B'
EXAMPLE PRICING SHEET FOR THE RIVERSIDE - NORCO WHOLESALE OF POTABLE WATER
(Electricity, O&M, and Capital Recovery Components)

		Norco Deliveries Cost
Electricity		
Electrical Pumping Cost Estimate		\$/AF
		\$61
Operations & Maintenance (O&M)		
Supply Operations Cost		\$63
Distribution Operations Cost		\$60
Supply & Distribution Maintenance Cost		\$11
Average Capitalized Pump & Well Maintenance Cost		\$60
	O&M Subtotal:	\$193
Capital Recovery		
Waterman Wells		\$48
Waterman Supply Transmission Pipeline		\$114
Distribution System Transmission Lines		\$163
Reservoir Storage		\$0
Booster + PRV Stations		\$13
	Capital Recovery Subtotal:	\$338
Water Resource Cost		
Estimated Value of RPU Groundwater Rights		\$228
	Water Resource Charge Subtotal:	\$228
	Total Unit Cost (\$/AF):	\$821
	AFY to be Delivered:	1,000
	Rate:	\$821

Note: Electricity, O&M and Capital Recovery costs include related RPU Water Facilities along hydraulic path to Norco Delivery Point.

EXHIBIT 'C'
EXAMPLE PRICING SHEET FOR THE RIVERSIDE - NORCO WHOLESALE POTABLE WATER SALE, SHARED BENEFIT METHODOLOGY

Not Part of the Agreement. For Example Only.

Year	2020	2021	2022	2023	2024
SURPLUS WATER PRICE (SHARED SAVINGS)					
Volume (AF):	1,000				
Assumed inflation at Years 2021 and after:	4%				
A MWD Projected Unit Price ¹	\$1,050	\$1,078	\$1,121	\$1,166	\$1,213
B Electricity	\$61	\$63	\$65	\$68	\$70
C O&M	\$193	\$198	\$206	\$214	\$223
D RPU Capital Recovery	\$338	\$347	\$361	\$375	\$390
E RPU Commodity Charge ²	\$229	\$235	\$245	\$254	\$264
F Surplus Water Sales Unit Price ³	\$821	\$843	\$877	\$912	\$948
G Surplus Water Sales Revenue	\$821,000	\$842,903	\$876,619	\$911,684	\$948,151
5-YR Total					
					\$4,400,358
Shared Benefit Methodology					
H Norco's Savings	\$229,000	\$235,097	\$244,501	\$254,281	\$264,452
I RPU Commodity	\$229,000	\$235,097	\$244,501	\$254,281	\$264,452
					\$1,227,330
5-YR Total					
					\$1,227,330

¹ MWD Unit Price for 2020 is fixed as published. MWD Unit Prices for 2021 and after are based on 4% inflation.

² RPU Commodity Charge is calculated annually based on splitting the difference between Riverside's wheeling cost (Capital Recovery, Energy, and O&M), and MWD's Tier 1 costs.

³ Surplus Water Sales Unit Price for 2020 is fixed. Unit Prices for 2021 and after will be calculated 12 months prior to deliveries.

EXHIBIT "D"

CITIES OF NORCO AND RIVERSIDE CONTACT LIST

City of Riverside

David Garcia
Water Operations Manager
(951) 351-5612 (Office)
(951) 315-9391 (Cell)
dagarcia@riversideca.gov

Robin Glenney
Water Quality Administrator
(951) 351-6344 (Office)
(951) 288-2628 (Cell)
rglenney@riversideca.gov

Cliff Bellinghausen
Chief Water Operator
(951) 351-6318 (Office)
(909) 223-2128 (Cell)
cbellinghausen@riversideca.gov

John Nicols
Senior Water Operator
(951) 351-6370 (Office)
(951) 830-7397 (Cell)
jnicols@riversideca.gov

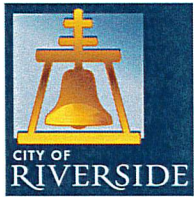
City of Norco

Terry Piorkowski
Public Works Superintendent
(951) 270-5602 (Office)
(951) 545-7877 (Cell)
tpiorkowski@ci.norco.ca.us

Derek Lacombe
Public Works Supervisor
(951) 270-5605 (Office)
(951) 258-7029 (Cell)
dlacombe@ci.norco.ca.us



Appendix O: Resolution of Adoption



**CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY
MINUTES**

City of Arts & Innovation

TUESDAY, JUNE 22, 2021, 1 P.M.
VIRTUAL MEETING
PUBLIC COMMENT IN PERSON/TELEPHONE
ART PICK COUNCIL CHAMBER
3900 MAIN STREET

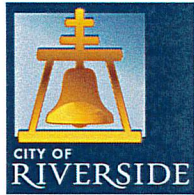
PRESENT: Mayor Lock Dawson, Councilmembers Edwards, Melendrez, Fierro, Perry, and Hemenway and Councilwoman Plascencia

ABSENT: Councilmember Conder

DISCUSSION CALENDAR

ADOPT 2020 URBAN WATER MANAGEMENT PLAN

Following discussion, it was moved by Councilmember Fierro and seconded by Councilmember Perry to (1) add to Section 6.2.10 of the Urban Water Management Plan as follows: Riverside Public Utilities recognizes the unique challenges and opportunities confronting the City of Riverside as climate impacts worsen. Riverside has adopted the Envision 2025 Strategic Plan to provide direction in adapting to these changing conditions. As part of these efforts, the City's Office of Sustainability in conjunction with Riverside Public Utilities, where legally permissible, will evaluate current climate conditions impacting or being impacted by the City's water supply such as temperature, pollution and carbon sequestration benefits resulting from tree canopies, greenspaces and tributaries to the Santa Ana River. This evaluation will inform decision makers on what steps are needed to maintain or increase those climate assets and how increases or decreases in irrigation affect the environment. These efforts will assist in evaluating how water can be managed to adapt to climate changes and help inform the City's sustainability and water management policies; (2) adopt the 2020 Urban Water Management Plan; (3) direct staff in conjunction with the Office of Sustainability to conduct public meetings and workshops that will provide updates and amendments where appropriate to the Urban Water Management Plan, the Water Shortage Contingency Plan, and the Water Conservation Ordinance; and (4) return to the City Council in 9 months in light of the emerging drought conditions across the state and western region. The motion carried unanimously with Councilmember Conder absent.



**CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY
MINUTES**

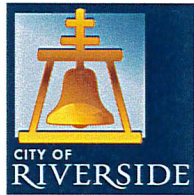
City of Arts & Innovation

TUESDAY, JUNE 22, 2021, 1 P.M.
VIRTUAL MEETING
PUBLIC COMMENT IN PERSON/TELEPHONE
ART PICK COUNCIL CHAMBER
3900 MAIN STREET

Certified under penalty of perjury to be a full, true, and correct excerpt from the Minutes of the City Council meeting appearing on Page 106-364 on file in my Office.

Dated this 28th day of June, 2021, at Riverside, CA.

DONESIA GAUSE
City Clerk



**CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY
MINUTES**

City of Arts & Innovation

TUESDAY, JUNE 22, 2021, 1 P.M.
VIRTUAL MEETING
PUBLIC COMMENT IN PERSON/TELEPHONE
ART PICK COUNCIL CHAMBER
3900 MAIN STREET

PRESENT: Mayor Lock Dawson, Councilmembers Edwards, Melendrez, Fierro, Perry, and Hemenway and Councilwoman Plascencia

ABSENT: Councilmember Conder

DISCUSSION CALENDAR

ADOPT 2020 WATER SHORTAGE CONTINGENCY PLAN

Following discussion, it was moved by Councilmember Perry and seconded by Councilmember Fierro to adopt the 2020 Water Shortage Contingency Plan. The motion carried unanimously with Councilmember Conder absent.

Certified under penalty of perjury to be a full, true, and correct excerpt from the Minutes of the City Council meeting appearing on Page 106-364 on file in my Office.

Dated this 28th day of June, 2021, at Riverside, CA.

DONESIA GAUSE
City Clerk

P

Appendix P: DWR Checklist for Required UWMP Elements

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
x	x	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	Section 1.1
x	x	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.	Summary	Lay Description
x	x	Section 2.2	10620(b)	Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.	Plan Preparation	Section 2.1
x	x	Section 2.6	10620(d)(2)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan Preparation	Section 2.3
x	x	Section 2.6.2	10642	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan Preparation	Section 2.3
x		Section 2.6, Section 6.1	10631(h)	Retail suppliers will include documentation that they have provided their wholesale supplier(s) - if any - with water use projections from that source.	System Supplies	Section 2.3.1
	x	Section 2.6	10631(h)	Wholesale suppliers will include documentation that they have provided their urban water suppliers with identification and quantification of the existing and planned sources of water available from the wholesale to the urban supplier during various water year types.	System Supplies	Section 2.3.1
x	x	Section 3.1	10631(a)	Describe the water supplier service area.	System Description	Section 3.1
x	x	Section 3.3	10631(a)	Describe the climate of the service area of the supplier.	System Description	Section 3.3
x	x	Section 3.4	10631(a)	Provide population projections for 2025, 2030, 2035, 2040 and optionally 2045.	System Description	Section 3.4.1
x	x	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the supplier's water management planning.	System Description	Section 3.4.2
x	x	Sections 3.4 and 5.4	10631(a)	Indicate the current population of the service area.	System Description and Baselines and Targets	Section 3.4.1
x	x	Section 3.5	10631(a)	Describe the land uses within the service area.	System Description	Section 3.5
x	x	Section 4.2	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	Section 4.1
x	x	Section 4.2.4	10631(d)(3)(C)	Retail suppliers shall provide data to show the distribution loss standards were met.	System Water Use	Section 4.2
x	x	Section 4.2.6	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	Section 4.1.1
x	x	Section 4.2.6	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System Water Use	Section 4.1.1
x	optional	Section 4.3.2.4	10631(d)(3)(A)	Report the distribution system water loss for each of the 5 years preceding the plan update.	System Water Use	Section 4.2
x	optional	Section 4.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the supplier.	System Water Use	Section 4.3
x	x	Section 4.5	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System Water Use	Section 4.4
x		Chapter 5	10608.20(e)	Retail suppliers shall provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	Baselines and Targets	Section 5.1
x		Chapter 5	10608.24(a)	Retail suppliers shall meet their water use target by December 31, 2020.	Baselines and Targets	Section 5.3
	x	Section 5.1	10608.36	Wholesale suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their retail water suppliers achieve targeted water use reductions.	Baselines and Targets	Section 5
x		Section 5.2	10608.24(d)(2)	If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the basis for, and data supporting the adjustment.	Baselines and Targets	Section 5.3.1
x		Section 5.5	10608.22	Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5 year baseline. This does not apply if the suppliers base GPCD is at or below 100.	Baselines and Targets	Section 5.1
x		Section 5.5 and Appendix E	10608.4	Retail suppliers shall report on their compliance in meeting their water use targets. The data shall be reported using a standardized form in the SBX7-7 2020 Compliance Form.	Baselines and Targets	Section 5.1
x	x	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.	System Supplies	Section 7.1
x	x	Sections 6.1	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, <i>including changes in supply due to climate change</i> .	System Supplies	Section 7.1
x	x	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	Section 6.1
x	x	Section 6.1.1	10631(b)(3)	Describe measures taken to acquire and develop planned sources of water.	System Supplies	Section 6.2.8

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
x	x	Section 6.2.8	10631(b)	Identify and quantify the existing and planned sources of water available for 2020, 2025, 2030, 2035, 2040 and optionally 2045.	System Supplies	Section 6.2.9
x	x	Section 6.2	10631(b)	Indicate whether groundwater is an existing or planned source of water available to the supplier.	System Supplies	Section 6.2.2
x	x	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System Supplies	Section 6.2.2
x	x	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System Supplies	Section 6.2.2
x	x	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	Section 6.2.2
x	x	Section 6.2.2.1	10631(b)(4)(B)	For unadjudicated basins, indicate whether or not the department has identified the basin as a high or medium priority. Describe efforts by the supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	System Supplies	Section 6.2.2
x	x	Section 6.2.2.4	10631(b)(4)(C)	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years	System Supplies	Section 6.2.2
x	x	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	Section 6.2.9
x	x	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	Section 6.2.7
x	x	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)	Section 6.2.5
x	x	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the supplier's service area.	System Supplies (Recycled Water)	Section 6.2.5
x	x	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)	Section 6.2.5
x	x	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 a description of the actual use of recycled water in comparison to uses previously projected.	System Supplies (Recycled Water)	Section 6.2.5
x	x	Section 6.2.5	10633(f)	Describe the actions which may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System Supplies (Recycled Water)	Section 6.2.5
x	x	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)	Section 6.2.5
x	x	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System Supplies	Section 6.2.6
x	x	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)	Section 6.2.5
x	x	Section 6.2.8, Section 6.3.7	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 5 consecutive water years.	System Supplies	Section 6.2.8
x	x	Section 6.4 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	Section 6.3
x	x	Section 7.2	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	Section 7.1.4
x	x	Section 7.2.4	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	Section 7.1
x	x	Section 7.3	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 water supplier with the total projected water use over the next 20 years.	Water Supply Reliability Assessment	Section 7.1
x	x	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	Section 7.2
x	x	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 5 consecutive years.	Water Supply Reliability Assessment	Section 7.2
x	x	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	Section 7.1
x	x	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.	Water Supply Reliability Assessment	Section 7.2
x	x	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	Section 7.2
x	x	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water Shortage Contingency Planning	WSCP

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
x	x	Chapter 8	10632(a)(1)	Provide the analysis of water supply reliability (from Chapter 7 of Guidebook) in the WSCP	Water Shortage Contingency Planning	WSCP, Section 1
x	x	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the water shortage contingency plan to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water Shortage Contingency Planning	WSCP, Section 2
x	x	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	WSCP, Section 2
x	x	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	WSCP, Section 2
x	x	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10, 20, 30, 40, 50 percent shortage and greater than 50 percent 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	WSCP, Section 3
x	x	Section 8.3	10632(a)(3)(B)	Suppliers with an existing water shortage contingency plan that uses different water shortage levels must cross reference their categories with the six standard categories.	Water Shortage Contingency Planning	WSCP, Section 3
x	x	Section 8.4	10632(a)(4)(A)	Suppliers with water shortage contingency plans that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water Shortage Contingency Planning	WSCP, Section 4
x	x	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water Shortage Contingency Planning	WSCP, Section 4
x	x	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water Shortage Contingency Planning	WSCP, Section 4
x	x	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	WSCP, Section 4
x	x	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	WSCP, Section 4
x	x	Section 8.4.6	10632.5	The plan shall include a seismic risk assessment and mitigation plan.	Water Shortage Contingency Plan	WSCP, Section 4.6
x	x	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	WSCP, Section 5
x	x	Section 8.5 and 8.6	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	WSCP, Section 5
x		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	WSCP, Section 6
x		Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the supplier to enforce shortage response actions.	Water Shortage Contingency Planning	WSCP, Section 7
x	x	Section 8.7	10632(a)(7)(B)	Provide a statement that the supplier will declare a water shortage emergency Water Code Chapter 3.	Water Shortage Contingency Planning	WSCP, Section 7
x	x	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	WSCP, Section 7
x	x	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	WSCP, Section 8
x	x	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	WSCP, Section 8
x		Section 8.8	10632(a)(8)(C)	Retail suppliers must describe the cost of compliance with Water Code Chapter 3.3: Excessive Residential Water Use During Drought	Water Shortage Contingency Planning	WSCP, Section 8
x		Section 8.9	10632(a)(9)	Retail suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water Shortage Contingency Planning	WSCP, Section 8
x		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	WSCP, Section 11
x	x	Sections 8.12 and 10.4	10635(c)	Provide supporting documentation that Water Shortage Contingency Plan has been, or will be, provided to any city or county within which it provides water, no later than 30 days after the submission of the plan to DWR.	Plan Adoption, Submittal, and Implementation	WSCP, Section 12
x	x	Section 8.12	10632(c)	Make available the Water Shortage Contingency Plan to customers and any city or county where it provides water within 30 after adopted the plan.	Water Shortage Contingency Planning	WSCP, Section 12
	x	Sections 9.1 and 9.3	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	Section 9.1
x		Sections 9.2 and 9.3	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	Section 9.2 and 9.3

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
x		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	Section 10.3
x	x	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 urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Reported in Table 10-1.	Plan Adoption, Submittal, and Implementation	Section 10.2
x	x	Section 10.4	10621(f)	Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.	Plan Adoption, Submittal, and Implementation	Section 10.3
x	x	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the urban water supplier made the plan and contingency plan available for public inspection, published notice of the public hearing, and held a public hearing about the plan and contingency plan.	Plan Adoption, Submittal, and Implementation	Section 10.2
x	x	Section 10.2.2	10642	The water 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	Section 10.2
x	x	Section 10.3.2	10642	Provide supporting documentation that the plan and contingency plan has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	Section 10.3
x	x	Section 10.4	10644(a)	Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	Section 10.4
x	x	Section 10.4	10644(a)(1)	Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	Section 10.4
x	x	Sections 10.4.1 and 10.4.2	10644(a)(2)	The plan, or amendments to the plan, submitted to the department shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	Section 10.4
x	x	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	Section 10.5
x	x	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its water shortage contingency plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	Section 10.5
x	x	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	Section 10.6
x	x	Section 10.7.2	10644(b)	If revised, submit a copy of the water shortage contingency plan to DWR within 30 days of adoption.	Plan Adoption, Submittal, and Implementation	Section 10.7



Appendix Q: Water Shortage Contingency Plan

Water Shortage Contingency Plan



City of Riverside Public Utilities Department

June 2021

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Appendix A. Riverside Municipal Code Chapter 14.22

Appendix B. Resolution of Adoption for WSCP

Introduction

This document represents the Water Shortage Contingency Plan (WSCP) adopted by the City of Riverside Public Utilities Department (RPU). The document follows the structure recommended in guidance documents prepared by the California Department of Water Resources (DWR). The numbering of Sections 1 through 12 corresponds with the numbered sections in the UWMP Guidebook.

RPU's 2010 Urban Water Management Plan (UWMP) included a WSCP and three supporting appendices:

- RPU Water Rule #9 (Shortage of Water Supply and Interruption of Delivery, also known as the Water Shortage Ordinance)
- RPU Water Rule #15 (Water Waste)
- A draft Water Conservation Ordinance that expanded on the Water Shortage Ordinance and was recommended for approval by the City's Board of Public Utilities after the preparation of the 2010 UWMP. The Water Conservation Ordinance amended the Riverside Municipal Code (RMC) Title 14 and included a detailed description of unreasonable uses of water, RPU's Water Conservation Program, responses to water shortage emergencies, and enforcement and severability.

In July of 2014, the City Council adopted revisions to the City's Water Conservation Ordinance, as set forth in RMC Chapter 14.22, and adopted a resolution implementing Stages 1 and 2 of the City's Water Conservation Ordinance. The City's revisions to Chapter 14.22 changed Stage 2 restrictions from voluntary to mandatory. The City also limited non-agricultural landscape watering to four days in Stage 2 and decreased the non-agricultural landscape watering to three days in Stage 3.

In June of 2015, the City Council adopted additional changes to the Water Conservation Ordinance. The changes included additional restrictions on irrigation water use and an updated enforcement policy. The City also adopted a resolution implementing Stages 1, 2, and 3 of the Water Conservation Ordinance.

In 2018, new legislation expanded the required elements of a WSCP. RPU has prepared this updated WSCP to meet these requirements and is adopting it alongside its 2020 UWMP.

This plan addresses actions that RPU would take as a wholesale supplier and as a retail supplier.

The WSCP is a separate document from the UWMP. RPU will continue to monitor the effectiveness of this WSCP, and if the need arises to modify this plan, RPU will follow the update procedures described in Section 12.

1.0 Water Supply Reliability Analysis

This section summarizes the supply reliability analysis presented in the UWMP and highlights key issues that could create a shortage condition.

RPU's supplies generally have a high degree of reliability. RPU's primary source of supply is local groundwater. RPU has fixed extraction rights under the Western-San Bernardino Judgment, based upon a five-year rolling average. RPU generally under-produces below its fixed rights. Should a drought increase demand, RPU has the capacity and rights to increase pumping to maximize its fixed extraction rights in that drought year. RPU is able to meet current demands with local groundwater production. As an additional backup supply source, RPU has access to imported water through Western Municipal Water District (WMWD). RPU is also able to receive water through an interconnection with Norco during an emergency.

Chapter 7 of RPU's UWMP presents a supply reliability analysis for a five-year dry period. This analysis shows that RPU could continue to meet demands without the use of imported water. Although that analysis demonstrates that RPU's urban water supply is reliable, there are potential issues that could create a shortage condition. These include:

- An extended drought more severe than historic events, possibly impacted by climate change
- An extended and wide-spread power outage caused by a natural disaster or malevolent acts

- A regional emergency such as a hazardous chemical spill or a terrorist attack
- Regulatory mandates to reduce water use

Water shortage contingency planning provides a way to plan for these risks and anticipate actions that should be implemented to manage the impacts. This plan describes how RPU intends to respond to such shortage events.

2.0 Annual Water Supply and Demand Assessment Procedures

RPU will be required to prepare an Annual Water Supply and Demand Assessment, referred to by DWR as the Annual Assessment, and submit it to DWR each year, beginning July 1, 2022. The Annual Assessment is intended to meet requirements of Water Code Section 10632.1 and present an assessment of the likelihood of a water shortage occurring during the next 12 months. This section of the WSCP outlines the procedures that RPU will use to prepare the Annual Assessment. The procedures defined in this section will allow RPU to follow a consistent annual procedure for making the determination of whether to activate the WSCP.

2.1 Decision Making Process

RPU will use the following procedures in preparing the Annual Assessment.

1. In January and February of each year, RPU staff will review available data related to anticipated supplies and demands. RPU staff will coordinate with WMWD and the City of Norco on the regional outlook for water supply reliability.
2. In April of each year, RPU staff will present a recommendation to the RPU Board of Directors for approval. The board will approve the determination of supply reliability and will take actions to implement shortage response actions, if needed. The board will provide public notice of a hearing to consider changes in the implementation of shortage response actions.
3. In May of each year, RPU will prepare the Annual Assessment with required information and submit it to DWR.

The timeline may be modified to reflect updated information available from surrounding agencies. For example, the Metropolitan Water District of Southern California (MWD) will be preparing its own Annual Assessment each year. The draft WSCP published by MWD describes a process of preparing the Annual Assessment for approval by the MWD Board of Directors in June of each year. This information may help inform the Annual Assessment prepared by WMWD, and RPU may wish to coordinate its analysis with that of WMWD. RPU staff would seek to make RPU's Annual Assessment reflective of the most current information available from its supply partners.

2.2 Data and Methodologies

This section describes the data and methodologies that will be used by RPU to evaluate water system reliability for the coming year, while considering that the year to follow could be dry.

2.2.1 Evaluation Criteria

RPU will rely on locally applicable criteria for each Annual Assessment. These criteria will include the Annual Report of the Western-San Bernardino Watermaster, which describes groundwater conditions in the San Bernardino Basin Area, the Riverside Basin, and the Colton Basin.

2.2.2 Water Supply

RPU's anticipated supplies will be quantified for the near-term, and descriptive text will be used to note any anticipated reductions in supply.

2.2.3 Unconstrained Customer Demand

RPU will prepare an estimate of unconstrained demand (as the term is used in Water Code Section 10632(a)(2)(B)(i)). The estimated demand will be calculated using the demand projection approach described in the UWMP, in combination with updated data for connections, climate, changes in land use, and recent water usage history.

2.2.4 Planned Water Use for Current Year Considering Dry Subsequent Year

RPU will describe the anticipated use of water supplies for the coming year, with the anticipation that the following year will be dry. The supplies will be characterized in a manner consistent with the UWMP, in combination with updated data for climate and recent observations.

2.2.5 Infrastructure Considerations

RPU will describe any potential infrastructure constraints on the ability to deliver adequate supplies to meet expected customer demands in the coming year. RPU will show that its system of wells, pipelines, pump stations, and storage tanks have adequate capacity to deliver the anticipated demands. RPU will describe any anticipated capital projects that are intended to address constraints in production, treatment, or distribution.

2.2.6 Other Factors

RPU will describe any specific locally applicable factors that could influence or disrupt supplies. RPU will also describe unique local considerations that are considered as part of the annual assessment.

3.0 Six Standard Water Shortage Stages

Since the preparation of the 2015 UWMP, the Water Code has been amended to define six standard shortage levels. 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). If an agency elects to retain an existing set of shortage levels from its previous WSCP, then the document must provide a crosswalk to relate the existing stages to the six standard stages.

RPU's agreements with its wholesale customers (WMWD and Norco) call for deliveries to be suspended during periods when surplus water is not available. RPU's plan addresses the stages and actions it will take as a retail supplier.

RPU's updated plan has five shortage stages. The Water Conservation Stage shall be set by City Council action. All normal water efficiency programs and water conservation regulations shall remain in force during any stage, unless the City Council directs otherwise.

3.1 Wholesale Shortage Levels

RPU's wholesale customers receive only surplus water by agreement. Therefore, wholesale deliveries will cease if RPU lacks surplus water and enters a water shortage

3.2 Retail Shortage Levels

RPU's updated WSCP includes five stages. Stage One represents normal conditions. Stage One conservation measures are voluntary, and will be encouraged and promoted through public outreach, education, and awareness measures by the City.

Stages Two, Three, Four, and Five represent potential and actual shortages. Stages Two, Three, Four, and Five may be triggered by a local or regional water supply shortage; production, treatment, transmission, or delivery infrastructure problems; limited or unavailable alternative water supplies; or other circumstances. Stages Two, Three, Four, and Five conservation measures are mandatory, and violations may be subject to criminal, civil, and/or administrative action. Stage One conservation measures become mandatory when Stage Two, Three, Four, or Five are declared.

Stage Five Water Shortage Emergency may be an immediate emergency, or a threatened future water shortage, or both.

Upon declaration of a Water Shortage Emergency:

- 1) No new construction meters will be issued.
- 2) No construction water may be used for earth work such as road construction purposes, dust control, compaction, or trench jetting.
- 3) No new building permits shall be issued, except:
 - a) Projects found by the City Council to be necessary for public health and safety.
 - b) Projects using recycled water for construction.
 - c) Projects which will not result in a net increase in non-recycled water use.
 - d) Projects with adequate Conservation Offsets, if available. The City, in its sole discretion, may choose to make Conservation Offsets available. Conservation Offset costs shall be based on the cost of conserving the water elsewhere to provide the water needed for a project, the cost of providing an alternative water supply deemed acceptable by the City, or other measures as may be found in the City's Water Use Efficiency Master Plan. Conservation Offset fees will be set forth in the Water Rules and Rate Schedules.

During a mandated reduction, RPU will intensify its water conservation programs, especially public education. RPU promotes efficient water use including non-potable uses such as landscaping and irrigation (Chapter 19.67 of the Riverside Municipal Code).

As part of this update, RPU added a fifth stage for shortages of greater than 50 percent. RPU has elected to use these five stages and provide a crosswalk to relate RPU's stages to the six standard stages. This crosswalk is shown in Table 1.

Table 1. Crosswalk from RPU Shortage Levels to Six Standard Shortage Levels

RPU Shortage Level	Supply Condition/Shortage	Percent Shortage Range		DWR Standard Level	Shortage Range
1	Normal Water Supply	0%		1	<= 10%
2	Minimum Water Shortage	15%		2	10 – 20%
3	Moderate Water Shortage	15 – 20%			
4	Severe Water Shortage	20 – 50%		3	20 – 30%
				4	30 – 40%
				5	40 – 50%
5	Water Shortage Emergency	> 50%		6	> 50%

RPU's retail shortage levels are identified in Table 2.

Table 2. Retail Water Shortage Contingency Plan Levels (DWR Table 8-1R)

Submittal Table 8-1 Water Shortage Contingency Plan Levels		
Shortage Level	Percent Shortage Range	Water Shortage Condition
1	0%	Stage One (Normal Water Supply) applies when the City can meet all of its water demands, but declares, by resolution, that it has determined that certain conservation methods are warranted to preserve existing water supplies in the event the City will be unable to meet future water demands with its local water supplies. Any other normal water efficiency programs and water conservation regulations remain in force during Stage One.
2	< 15%	Stage Two (Minimum Water Shortage) applies when the City Council declares, by resolution, a reasonable probability exists that the City will not be able to meet all of its water demands with its local water supplies, other regional or statewide conditions warrant implementation; or RPU faces an actual supply shortage of up to 15%, corresponding to CA Water Code section 10632 shortage levels 1 and 2.
3	15 – 20%	Stage Three (Moderate Water Shortage) applies when the City Council declares, by resolution, a reasonable probability exists that the City will not be able to meet all of its water demands with its local water supplies, other regional or statewide conditions warrant implementation; or RPU faces an actual supply shortage of 15-20%, corresponding to CA Water Code section 10632 shortage levels 2 and 3.
4	20 – 50%	Stage Four (Severe Water Shortage) applies when the City Council declares, by resolution, that the City's ability to meet its water demands with its local water supplies is seriously impaired; or RPU faces an actual supply shortage of 20-50%, corresponding to CA Water Code section 10632 shortage levels 3, 4, and 5.
5	>50%	Stage Five Water Shortage Emergency applies when the City Council declares, by resolution, that the City's ability to meet its water demands with its local water supplies is so seriously impaired that RPU faces an actual supply shortage of over 50%, corresponding to CA Water Code section 10632 shortage level 6.

The WSCP limits water demand during times of shortage in five stages. These stages can be triggered when there is water deficiency caused by limitations on supply or by limitations on RPU's delivery system. The plan shall be implemented in case of a long or short-term water deficiency, or in case of an emergency water shortage.

Higher stages will be implemented as shortages continue and/or if customer response does not bring about adequate desired water savings to address the shortage.

Each level represents an anticipated reduction in the supplies that would normally be available to the agency. These supply reductions could be the result of a variety of potential causes including natural forces, system component failure or interruption, regulatory actions, contamination, or any combination thereof.

The stages involve voluntary and mandatory conservation measures and restrictions, depending on the causes, severity, and anticipated duration of the water supply shortage. The locally appropriate shortage response actions that would be taken at each level to address the resulting gap between supplies and demands are described in the following section.

4.0 Shortage Response Actions

This section describes the shortage response actions that would be taken by RPU at each shortage level. These actions have been grouped into categories including:

- Supply Augmentation Actions
- Demand Reduction Actions and Mandatory Use Restrictions
- Operational Changes

4.1 Supply Augmentation

For long-range planning, RPU continues to evaluate opportunities for transfers, exchanges, and purchase of imported water to increase supply reliability. These programs are described in the supply sections of the UWMP. RPU has agreements in place to access imported supply if needed, and RPU has an emergency interconnection with Norco that could provide supply in an emergency. RPU is also able to receive 25 cubic feet per second (cfs) through a connection to Western.

RPU has a number of interties that can be used to provide additional supply during an emergency. Some of these are currently configured to deliver water from RPU to another system; however, during an emergency, they could be used as part of a regional water distribution strategy. The interties are shown in Table 3. Emergency Interties.

Table 3. Emergency Interties

Water Agency	Connection	Location	Capacity (GPM)	Emergency/ Imported	Direction	RPU Pressure zone
Western Municipal Water District	Mills Connection	Cannon Road	13,400	Imported	To RPU	1600 Zone
Western Municipal Water District	Van Buren Highline	Mocking Bird Canyon Road	13,400	Imported / Wholesale	To/ From RPU	1200 Zone
City of Corona	Distribution System	Sampson Avenue	1,500	Emergency	To/ From RPU	925 Zone
City of San Bernardino	Distribution System	North of Sixth Street	2,000	Emergency	To/ From RPU	Raw
East Valley Water District	Distribution System	Sixth Street near Pedley	4,000	Emergency	From RPU	Raw
Western Municipal Water District	Lusk Highland (Box Springs)	Sycamore Canyon Boulevard	1,500	Emergency	To RPU	1600 Zone
Western Municipal Water District	Praed/Lake Knolls	Lake Knoll Park	1,500	Emergency	To RPU	1400 Zone
Western Municipal Water District	Green Orchard	Near Whitegate No. 2 Reservoir	1,100	Emergency	To RPU	1700 Zone
City of Colton	Colton Intertie	Behind Walmart Warehouse in Colton		Emergency	To RPU	Raw

Water Agency	Connection	Location	Capacity (GPM)	Emergency/ Imported	Direction	RPU Pressure zone
Norco	Norco intertie	Arlington Ave	800	Emergency Wholesale	From RPU	1100 Zone

RPU has not identified specific supply augmentation actions that would be taken to address a short-term water shortage, beyond its long-range planning and future supply projects described in the UWMP. The standard categories of supply augmentation actions are shown in Table 4.

Table 4. Supply Augmentation Actions (DWR Table 8-3)

Table 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
All	Exchanges	Medium	Agreement with Norco
All	Stored emergency supply	Medium	ERP in place since Sep-2020
All	Other actions (describe)	Medium	Enhanced recharge

4.2 Demand Reduction Actions and Mandatory Use Restrictions

RPU offers various rebates to encourage water use efficiency (such as ultra-low flush toilets, high-efficiency washing machines, etc.). RPU has a water rate structure that promotes water efficiency. The reduction goal is to balance supply and demand.

The demand reduction actions that will be implemented at each shortage level are shown in Table 5. The format of Table 5 is based on the standard submittal table defined by DWR. The column titled, "Penalty, Charge, or Enforcement" is a Yes/No field to characterize whether there is a penalty, charge, or enforcement action associated with implementing the demand reduction action. This field is a required field in the standard submittal table defined by DWR.

Table 5. Demand Reduction Actions (DWR Table 8-2)

Submittal Table 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?
All	Expand Public Information Campaign	N/A		
All	Provide Rebates on Plumbing Fixtures and Devices	N/A		
All	Provide Rebates for Landscape Irrigation Efficiency	N/A		
All	Other	N/A	Water Efficiency Pricing	
1	Other	N/A	Voluntary Conservation	
2, 3, 4	Other	Medium	Mandatory Conservation	
All	Prohibited water waste	N/A	The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures	Yes
All	Prohibited water waste	N/A	The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use	Yes
All	Prohibited water waste	N/A	The application of potable water to driveways and sidewalks	Yes
All	Prohibited water waste	N/A	The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system	Yes
All	Prohibited water waste	N/A	The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall	Yes
All	Prohibited water waste	N/A	The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased	Yes
All	Prohibited water waste	N/A	The irrigation with potable water of ornamental turf on public street medians	Yes
All	Prohibited water waste	N/A	The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.	Yes
All	Prohibited water waste	N/A	To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.	Yes
1	Landscape - Limit landscape irrigation to specific times	Medium	Non-agricultural irrigation should be done from 6:00 p.m. to 10:00 a.m.	No
1	Other	Medium	Use of graywater, as that term is defined in the California Health and Safety Code, and recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.	No
2	Other	Medium	Except as otherwise provided in this Section, all Stage One measures remain in effect.	Yes
2	Other	Medium	Customers will be asked to reduce their monthly water consumption up to 15-percent.	Yes
2	Landscape - Limit landscape irrigation to specific days	Medium	Non-agricultural irrigation is limited as follows: a. Properties may be irrigated only between the hours of 6:00 p.m. to 10:00 a.m. Irrigation of landscaping is prohibited on any day of the week from 10:00 a.m. to 6:00 p.m. b. Properties may not be irrigated more than three times per week. c. All automatic irrigation timers shall be adjusted according to irrigation time restrictions and changing weather patterns, and shall completely eliminate run-off. d. Use of graywater, as that term is defined in the California Health and Safety Code, and recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.	Yes
2	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Medium	All plumbing leaks, improperly adjusted sprinklers, or other water appurtenances requiring repair or adjustment shall be corrected to the satisfaction of the City within 72 hours of notification by the City. The City will attempt to contact customers by phone, mail, email, or text, or printed "door-hanger" notice. All customers shall ensure that the City has current telephone contact information.	Yes

Submittal Table 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?
2	Other	Medium	Construction operations receiving water from a construction meter or water truck shall not use water unnecessarily for any purpose, other than those required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated non-agricultural irrigation requirements set forth above.	Yes
3	Other	Medium	Except as otherwise provided in this Section, all Stage One and Two measures remain in effect.	Yes
3	Other	High	Water customers will be asked to reduce their monthly water consumption by 15 to 20-percent for the duration of Stage Three.	Yes
3	Landscape - Limit landscape irrigation to specific days	Medium	Non-agricultural irrigation is limited as follows: (a) Properties may be irrigated only between the hours of 6:00 p.m. to 10:00 a.m. (b) Properties may not be irrigated more than three (3) times per week during the months of April through October and no more than two (2) times per week during the months of November through March. (c) All automatic irrigation timers shall be adjusted according to changing weather patterns and to completely eliminate run-off. (d) Use of graywater, as that term is defined in the California Health & Safety Code, or recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.	Yes
4	Other	Medium	Except as otherwise provided in this Section, all Stage One, Two, and Three conservation measures shall be in full force and remain in effect during Stage Four.	Yes
4	Other	High	Water customers will reduce their monthly water consumption by 20 to 50 percent for the duration of Water Conservation Stage Four.	Yes
4	Landscape - Limit landscape irrigation to specific days	Medium	Non-agricultural irrigation shall be limited to supporting minimal* survival of trees and shrubs. Trees and shrubs may be irrigated, only during the following designated hours and designated days: (a) Properties with odd number street addresses, parks, and public right of ways may irrigate only on Saturdays between the hours of 8:00 p.m. and 8:00 a.m. (b) Properties with even number street addresses may irrigate only on Sundays between the hours of 8:00 p.m. and 8:00 a.m. (c) Irrigation is prohibited on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays and on any day of the week from 8:00 a.m. to 8:00 p.m. (d) Use of graywater, as that term is defined in the California Health & Safety Code, or recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City. *RMC section 14.22.060 - Stage Four - Severe water shortage currently provides that “Non-agricultural irrigation shall be limited to supporting minimal survival of trees and shrubs. The City’s Board of Public Utilities has requested that the City remove the word “minimal” when the ordinance is updated.	Yes
4	Other	Medium	All outdoor watering and irrigation of lawns and similar ground covers is prohibited with the exception of plant materials determined by the General Manager to be rare, exceptionally valuable, or essential to the well-being of the public or threatened or endangered animals.	Yes
4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Medium	Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is prohibited except at a commercial car wash. Commercial car washes shall only use wholly- or partially-recycled water for washing automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment. Washings necessary for the health, safety, and welfare of the public, such as garbage trucks or vehicles used for food and perishables, are exempt from this section.	Yes
4	Other water feature or swimming pool restriction	Low	Filling, refilling, or replenishing swimming pools, spas, ponds, streams, and artificial lakes is prohibited.	Yes
4	Water Features - Restrict water use for decorative water features, such as fountains	Low	Operation of any ornamental fountain, pond, or similar structure is prohibited.	Yes
4	CII - Other CII restriction or prohibition	Medium	Water used for commercial, manufacturing, or processing purposes shall be reduced as determined by the City Council.	Yes
5	Other	High	Water customers will reduce their monthly water consumption by more than 50 percent for the duration of Water Conservation Stage Five.	Yes
5	Other	Medium	No new construction meters will be issued.	Yes
5	Other	Medium	No construction water may be used for earth work such as road construction purposes, dust control, compaction, or trench jetting.	Yes

Submittal Table 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?
5	Other	Medium	No new building permit(s) shall be issued, except: a. Projects found by the City Council to be necessary for public health, safety. b. Projects using recycled water for construction. c. Projects which will not result in a net increase in non-recycled water use. d. Projects with adequate conservation offsets, if available. The City, in its sole discretion, may choose to make conservation offsets available. Conservation offset costs shall be based on the cost of conserving the water elsewhere to provide the water needed for a project, the cost of providing an alternative water supply deemed acceptable by the City, or other measures as may be found in the City's water use efficiency master plan. Conservation offset fees will be set forth in the Water Rules and Rate Schedules.	Yes

4.3 Operational Changes

RPU has identified operational changes that could be made to help address a short-term gap between demands and available supplies. These include:

- Increased monitoring and analysis of customer water usage
- Reductions in flushing of hydrants and dead-end lines
- Expediting planned system improvement projects that include reduction in water loss (e.g., replacement of water mains that are experiencing higher rates of leaks and breaks)
- Activate conservation protocols
- Stop or minimize watering of medians and park areas with potable water.
- Stopping production of wholesale water for Norco and Western

4.4 Additional Mandatory Restrictions

RPU has identified a series of restrictions that will be implemented at different shortage levels. These prohibitions are identified in RMC Code Chapter 14.22 and are included in the demand reduction actions in Table 5.

4.5 Emergency Response Plan

The Water Code requires that an agency's WSCP address and plan for catastrophic water shortages. This information can be found in the agency's Emergency Response Plan (ERP). Each agency's ERP can contain sensitive information related to potential vulnerabilities or impacts of natural disasters or malevolent acts. Therefore, these documents are not typically made publicly available.

Major hazards that can degrade the quality and/or impact the quantity of water available to the RPU water system include: regional power outages, earthquakes, liquefaction (i.e. high groundwater levels), floods, chemical spills, groundwater contamination, and terrorist acts. Some of these hazards could also adversely impact the distribution systems, such as the major transmission mains or reservoirs. Interruptions to water supplies from any of the above-mentioned hazards may be limited to days or even months, except for groundwater contamination, which could last several years.

RPU has implemented several measures to improve the reliability of its water system. Actions taken to prepare for a catastrophe include:

- Establishing criteria for a proclamation of water shortage
- Developing alternate sources of water supplies
- Establishing contacts and mutual aid agreement with other agencies
- Establishing an Emergency Response Team/Coordinator
- Preparing an Emergency Response Plan (ERP) (updated in September 2020)
- Conducting mock exercises and drills to evaluate and improve response procedures
- Developing public awareness programs

RPU's ERP may be activated whenever any of the following conditions exist:

- Natural disasters such as earthquake, flood, etc.
- Major loss of power
- Loss of water transmission lines, main breaks, or other major facilities
- Water quality issues involving a "boil water" order or other major public relations/communication issues
- Emergency curtailment
- Disturbance affecting nearby utilities
- Hazardous spills
- Terrorist activities

The ERP will guide damage assessment, record keeping, prioritization of repairs, and coordination with other City Departments. The goal is returning to normal operations as soon as practicable.

Typically, RPU's actions during voluntary rationing include a public information campaign and media outreach to encourage conservation. Typical emergency response actions to the above listed possible catastrophes may include the following:

- Assemble crisis management teams at pre-designated locations and Emergency Operations Center (EOC)
- Assess and document damaged facilities and repair or reactivate as appropriate
- Assess for signs of contamination, i.e., increase the frequency of monitoring
- Deactivate contaminated sources
- Install additional treatment facilities
- Community outreach e.g., public education, media outreach, boil water advisories
- Coordination with other City Departments, and other government agencies
- Seek mutual aid assistance
- Drain contaminated reservoirs as quickly as possible

Inter-ties between water systems can be used to deliver water from other water retailers to assist RPU during short-term emergencies. RPU is also a member of the Water Agency Response Network (WARN). RPU also participates in the Emergency Response Network of the Inland Empire (ERNIE). ERNIE is a water/wastewater mutual aid network within San Bernardino and Riverside counties. ERNIE meets monthly and provides regular training for utilities in emergency response and long-term emergency planning.

An assessment of each listed catastrophe and summarized description of previous responses and/or actions undertaken to prepare for such catastrophic events is described below.

4.5.1 Regional Power Outage

RPU is a municipally owned utility that provides both water and electricity within the City of Riverside. RPU maintains a diverse power supply portfolio that includes long term base load and local generating facilities (LGF) and an increasing amount of renewable resources. With significant internal generation capability, RPU can maintain a high level of reliability in emergency situations.

Riverside's system may be vulnerable to natural gas disruption. If natural gas interruption were to occur when RPU's system demand reaches its peak, RPU may experience heightened stress to maintain service reliability to RPU customers.

Some wells in the Bunker Hill Basin are powered by electricity provided by Southern California Edison. During electrical power outages, RPU will still be able to produce some potable water from the Gage wells and the Garner B well because they are or can be powered by gas engines. The water distribution system is entirely within the RPU electric service territory. Most of the pressure zones within the distribution system are fed by gravity from reservoirs. RPU is likely to have water in storage to meet an average day demand should a power outage occur.

4.5.2 Earthquakes

The City of Riverside is located close to two major earthquake faults: the San Andreas and San Joaquin. Earthquakes pose potential significant risks to the RPU water system and could potentially result in water supply shortages and disruptions to the transmission/ distribution systems.

Groundwater produced from wells in the Bunker Hill Basin is conveyed using two major transmission mains that cross several earthquake faults before reaching the Linden Evans Reservoir in Riverside.

The City of Riverside has experienced some earthquakes in the past without significant water supply shortages or disruptions. Stronger earthquakes can result in major water service disruptions either due to facility damage or to power outages. In some cases, harmful microorganisms could migrate into the distribution system because of pipe breaks and/ or damage to water disinfection facilities. It could take several days (or more) to restore the water distribution system depending on the severity of damage.

An earthquake in northern or central California could disrupt deliveries from the State Water Project to WMWD. The California Department of Water Resources (DWR) has estimated that in the event of a major earthquake in or near the Delta, regular water supply deliveries from the SWP could be interrupted for up to three years, posing a substantial risk to the California business economy. Current planning efforts for these potential events are described in documents prepared by DWR, MWD, and WMWD.

4.5.3 Liquefaction

Another potential hazard related to earthquakes is soil liquefaction. Liquefaction is a phenomenon that occurs in loose, saturated, granular soils when subjected to strong ground movement. High groundwater levels shallower than the threshold (between 30 and 50 feet below ground surface) may at some locations increase the potential for liquefaction during very strong earthquakes. Some of the wells in the North Orange area of the Riverside Basin are located in areas prone to liquefaction.

RPU also has wells located in the lower part of the Bunker Hill Basin (i.e. the pressure zone), which can be vulnerable to liquefaction. Some segments of RPU's major water transmission mains from the Bunker Hill Basin to the Linden Evans Reservoir are located within potential liquefaction zones.

RPU cooperated with the San Bernardino Basin Area Basin Technical Advisory Committee (BTAC) to develop and implement a "high groundwater" mitigation plan to reduce the potential for liquefaction in the Bunker Hill Basin. During the recent past, the Western San-Bernardino Watermaster has not declared a "high groundwater" risk. Groundwater levels are lower in the Bunker Hill Basin due to climactic conditions and increased pumping. Should high groundwater pose a threat in the future, RPU will assist by pumping additional groundwater from the pressure zone, in accordance with the rules and regulations of the Western-San Bernardino Watermaster.

4.5.4 Floods

Some RPU wells are located within the flood plain of the Santa Ana River and vulnerable to flooding. In 1995, floods washed away the superstructure of the Gage 21 well, and the sub-surface portion of the well was subsequently abandoned. The Gage 98-1 well replaced the Gage 21 well with funding assistance from the Federal Emergency Management Agency (FEMA). The other wells most vulnerable to flooding include some Warren Tract wells. RPU replaced some of the Warren Tract wells upstream with the Cooley J well.

In 1999, the Seven Oaks Dam, which is located near the headwaters of the Santa Ana River, became operational and reduces the magnitude, frequency and vulnerability of flooding while increasing available water rights.

RPU has implemented many measures in order to minimize adverse impacts of flooding on groundwater contamination. For example, RPU increased the length of well seals for newer wells to greater depths than required by the State of California water well standards. RPU also screens newer wells generally deeper than 200 feet below ground surface. Additional chlorination stations were added further upstream of the major transmission mains thereby increasing the disinfection contact time. Prior to 2003, wells in the North Orange area pumped directly into the distribution system. The North Orange wells have now been connected by a major transmission main to the Linden Evans Reservoir for increased disinfection contact time.

Potential hazards from floods are not limited to physical damage and/ or loss of water infrastructure. Studies have found that more than half of the waterborne disease outbreaks in the United States in the past 50 years were preceded by heavy rainfall. Outbreaks due to surface water contamination, which accounted for approximately 24-percent of all outbreaks, were associated with extreme precipitation occurring during the month of the outbreak and one month prior. Outbreaks due to groundwater contamination, which accounted for approximately 36-percent of all outbreaks, were associated with extreme precipitation occurring within a three-month lag preceding the outbreaks.

4.5.5 Groundwater Contamination

Potential hazards that could result in groundwater contamination include migrating contaminant plumes, chemical spills, agricultural return flows, leaky underground storage tanks, and septic systems. Chemical spills and leaking underground storage tanks initially tend to affect a small number of wells, whereas contaminant plumes, agricultural return flows, and septic systems may impact regional aquifers.

Previous improper waste disposal practices have created several groundwater contamination plumes that impact a number of RPU wells. Groundwater contamination can potentially interrupt water supplies for an extended period. However, some groundwater contamination/ chemical spills have Potentially Responsible Parties (PRP) who can be made to pay mitigation costs. PRPs are mitigating groundwater contamination due to organic solvents thus assuring continued availability and reliability of water supplies affected by those plumes.

In 2001, RPU reached an agreement with manufacturers of the pesticide dibromochloropropane (DBCP) that has contaminated wells in the Riverside Basin. Under the agreement, DBCP manufacturers agreed to pay the capital costs and 40 years of operating and maintenance costs of facilities to remove DBCP from production wells. RPU has been reimbursed for Granular Activated Carbon (GAC) treatment plants that enable RPU to produce additional water from wells previously abandoned due to contamination.

In the late 1980s and early 1990s, water produced from wells connected to the Waterman Transmission main were used to blend impaired water produced from the Gage wells to meet potable drinking water standards. However, water quality within the Gage wells has improved since the Responsible Parties constructed wellhead treatment facilities and replaced shallow wells with deeper ones. The treatment facilities are capable of removing a range of contaminants.

4.6 Seismic Risk Assessment and Mitigation Plan

Water Code Section 10632.5 requires agencies to assess seismic risk to water supplies as part of their WSCP. The code also requires a mitigation plan for managing seismic risks.

In lieu of conducting their own seismic risk assessment, suppliers can comply with the Water Code requirement by submitting the relevant local hazard mitigation plan or multi-hazard mitigation plan.

RPU participated in the development of the Riverside County Local Hazard Mitigation Plan, which was updated in 2018. The Riverside County LHMP is available on the Riverside County web site at <https://rivcoemd.org/LHMP>.

The Riverside County LHMP includes an assessment of the region's vulnerability to a broad range of hazards, including earthquakes. It also describes mitigation strategies and actions to reduce the impacts of a seismic event.

RPU continues to include seismic risk assessment in its planning process for system improvements. Some elements of RPU's approach to mitigation seismic risk are:

- Several of RPU's reservoirs are outfitted with seismically actuated valves.
- RPU restrains the joints of its distribution pipelines and utilizes welded steel pipes for its transmission mains.
- RPU is in the process of performing condition assessments and evaluating its reservoirs for seismic vulnerability.
- RPU uses flexible seismic joints on its pipelines where they transition from underground into highway bridge structures.
- RPU recently replaced Evans Reservoir to meet current seismic codes.
- RPU recently replaced the roof on Linden Reservoir to meet current seismic codes.

4.7 Shortage Response Action Effectiveness

RPU has estimated the effectiveness of shortage response actions in terms of reducing the gap between expected supplies and demands. These estimates were developed using industry resources and observations from recent operating history at the agency. These estimates have been included in Table 5.

5.0 Communication Protocols

Timely and effective communication is a key element of WSCP implementation. RPU will need to inform customers, the general public, and other government entities of WSCP actions taken during a water shortage (either one derived from the Annual Assessment, or an emergency or catastrophic event).

The communication protocols to be used by RPU at each shortage level are summarized in Table 6.

Table 6. Communication Protocols

Stage 1 Normal Water Supply	Stage 2 Minimum Water Shortage	Stage 3 Moderate Water Shortage	Stage 4 Severe Water Shortage	Stage 5 Catastrophic Water Shortage
0% Demand Reduction	15% Demand Reduction	15-20% Demand Reduction	20-50% Demand Reduction	>50% Demand Reduction
Standard outreach efforts in effect	Update outreach to reflect conditions and Water Conservation Ordinance Stage 2 actions	Update outreach to generate immediate reductions in water demand and implementation of Water Conservation Ordinance Stage 3 actions	Update campaign and messages to raise awareness for more severe water-saving actions and implementation of Water Conservation Ordinance Stage 4 actions	Update campaign and messages to reflect extreme or emergency condition and implementation of Water Conservation Ordinance Stage 5 actions
Social media presence, updated website, etc.	Announce status change through social media, news release, and other standard communication outlets to stakeholders and general public	Announce status change through social media, news release, and other standard communication outlets to stakeholders and general public	Announce status change through social media, news release, and other communication outlets to stakeholders and general public	Announce status change through social media, news release, and other communication outlets to stakeholders and general public
Promote Water Use Efficiency (WUE) programs to achieve long-term water management goals	Increase WUE and conservation messaging	Supplement Stage 2 activities with additional outreach (mass media ads, partnerships, etc.)	Supplement Stage 3 outreach with additional outreach as needed (supplemental ads, etc.)	Supplement Stage 4 outreach with additional outreach as needed (hotline, reverse 911, etc.)
Encourage WUE and water conservation best practices	Increase promotion of ongoing WUE programs and resources	Continue promotion of ongoing WUE programs and resources	Conduct targeted outreach to reduce outdoor water use	Provide tools and resources to address imminent needs
	Coordinate with regional water agencies	Provide briefings to elected officials and other key leaders	Continue promotion of ongoing WUE programs and resources and provide specialized outreach to impacted industries	Continue enhanced coordination with regional agencies as needed
	Initiate regular Board reports on water use data and outreach efforts	Enhance and increase coordination with regional agencies as needed	Continue enhanced coordination with regional agencies as needed	Coordinate with emergency response services with daily advisories or alerts as needed

6.0 Compliance and Enforcement

The Water Conservation Ordinance states that any violation shall be subject to enforcement by issuance of an administrative citation pursuant to Chapter 1.17 of the Riverside Municipal Code. Prior to issuance of an administrative citation, the City shall give one courtesy notice requesting voluntary correction of the violation. The City Manager, or his or her designee, may enter into a written agreement with a customer to resolve any violation provided that such agreement is consistent with the purpose and intent of the Water Conservation Ordinance.

RPU has mechanisms in-place for monitoring compliance with actual mandated reductions. Water sales to customers are metered and billed monthly. RPU implements a meter maintenance program to assure accuracy. Collected revenues from water sales are incorporated into the monthly financial reports produced by the RPU Finance Section. RPU's billing system can be used to provide customers with reports of their water usage for current year and previous years. The billing software can also be used to evaluate compliance with mandated reductions.

RPU has the capability to determine reductions in water production. RPU maintains a comprehensive Supervisory Control and Data Acquisition (SCADA) system to monitor and control the water distribution system. All production wells are metered and monitored. The SCADA system is capable of recording potable water production and water levels within potable water reservoirs. Water levels of selected wells are regularly monitored and charted. Flow meters installed at pump stations and booster stations can be read automatically through the SCADA system to determine usage.

Water Rule No. 15 includes penalties for excessive water usage. According to Water Rule No. 15,

"Whenever it appears to the Director that water delivered by the Water Utility is being used in violation of the terms of this Rule, he [/she] shall give written notice to the person so wasting water of his [/her] intention, after a reasonable time to be therein stated, to shut-off the water supply to the Person's Premises".

6.1 Appeals and Exemption Process

The City has processes in place for appeals and exemptions from penalties for violations. These are identified in the RMC, Chapter 1.17.

7.0 Legal Authorities

This section describes the legal authorities that the agency relies upon to implement the shortage response actions and the associated enforcement actions.

The current version of the Water Conservation Ordinance, which is Chapter 14.22 of the RMC, is attached to this document.

In accordance with Water Code Chapter 3 (commencing with Section 350) of Division 1 general provisions regarding water shortage emergencies, RPU shall declare a water shortage emergency in the event of a catastrophic interruption in supply.

RPU shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency under California Government Code, California Emergency Services Act (Article 2, Section 8558). Including a list of and contacts for all cities or counties for which the Supplier provides service in the WSCP, along with developed coordination protocols, can facilitate compliance with this section of the Water Code in the event of a local emergency as defined in subpart (c) of Government Code Section 8558.

The cities and counties in the RPU's service area are shown in Table 7.

Table 7. City and County Coordination on Proclamation of Emergencies

City or County	Contact
Riverside County	County Emergency Management Department
City of Riverside	Office of Emergency Management / City Manager
City of Norco	City Manager / Public Works Director
Western Municipal Water District	Deputy Director of Water Resources

8.0 Financial Consequences of WSCP

This section describes the anticipated financial consequences to RPU of implementing the WSCP. The description includes potential reductions in revenue due to lower water sales and increased expenses associated with implementing the shortage response actions.

Potential financial impacts could include

- Reduced revenue from reduced water use
- Increased staff costs for tracking, reporting, patrolling, and enforcing restrictions
- Economic impacts associated with water-dependent businesses in the service area

Potential mitigation measures may include

- triggering of drought rate structures or surcharges
- using financial reserves
- reducing operation and maintenance expenses
- deferring capital improvement projects
- reducing future projected operation and maintenance expenses
- increasing fixed readiness-to-serve charge
- increasing commodity charge and water adjustment rates to cover revenue shortfalls
- other financial management mechanisms

RPU is fortunate as a water provider in California in that it owns, operates and maintains its own water supply and is not typically dependent on imported water from outside sources. RPU has responded to past droughts by continuing to offer a wide variety of water use efficiency and conservation programs for its customers in an effort to conserve its water resources. In addition, RPU has increased its drought messaging to its customers, increased community educational awareness and leveraged funding from MWD to provide incentives for water conservation programs such as turf removal.

RPU's long range water supply planning includes significant contributions of both conservation and recycled water. The behavioral changes instituted through conservation and water use efficiency should have some permanent impact. Changes in landscape patterns and uses will have permanent and on-going impacts to water use. Continuing conservation measures could negatively impact RPU's revenues and will be addressed as needed during analysis of cost of service.

RPU's typical water rate includes the following components: a fixed monthly charge, a prorated commodity charge based on consumption with increasing marginal rates and adjustments for seasonality, an energy factor adjustment, a surcharge for customers not within City Limits, and a Water Conservation and Reclamation surcharge. Revenue from fees such as fixed monthly charges, development related fees, and the backflow protection program will not be impacted by reduction in water usage due to droughts.

RPU has many options to cushion reduction in revenues due to reduced demand by its retail customers. RPU maintains reserves that can offset minor revenue impacts. In addition to these liquid assets, RPU has an additional 12 to 18 months of operating revenue in the form of non-liquid assets such as land and buildings. Other potential measures that RPU can implement to mitigate some revenue impacts due to

shortages include adjusting the water rates, using water that has been stored in reservoirs, and refinancing existing bonds or issuing new bonds.

RPU seeks to maintain flexibility to adjust expenditures during drought conditions as well. Some expense categories such as purchased energy, treatment costs, and operations and maintenance will be reduced as revenue from water sales decrease. Reduced groundwater production will also lead to reduced energy costs. RPU can reduce or avoid some water treatment costs by choosing to operate wells that require the least amount of treatment. RPU can also pump the most efficient wells to further reduce energy costs. RPU can investigate additional energy savings from switching to cheaper rate schedules based on time of use by taking advantage of distribution system reservoir storage. Lastly, RPU can delay capital expenditures.

9.0 Monitoring and Reporting

This section describes how the agency will monitor and report on implementation of the WSCP. RPU has the capability to determine reductions in water production and consumption. RPU maintains a comprehensive SCADA system of the water distribution system. All production wells are metered and monitored. The SCADA system is capable of recording potable water production and water levels within potable water reservoirs. Water levels of selected wells are regularly monitored and charted. Flow meters installed at pump stations and booster stations can be read automatically through the SCADA system to determine usage. RPU can also use billing data to monitor changes in consumption.

RPU will gather data on key water use metrics and use the data to evaluate the effectiveness of response actions in achieving their intended water use reduction purposes. RPU will also gather data on customer compliance to evaluate the effectiveness of enforcement actions.

RPU will monitor water use by customers using its billing systems and operational control systems to monitor production and consumption. RPU measures and determines the actual water savings made by implementing each stage of the WSCP by relying on water meters that record the production and consumption of water. Each level of the WSCP has an associated target reduction for metered water use.

10.0 WSCP Refinement Procedures

RPU will monitor the implementation of this plan to evaluate its effectiveness as an adaptive management tool. The monitoring and reporting program described in Section 9 will provide information on the effectiveness of the shortage response actions during any shortage levels that may be invoked. If RPU determines that the shortage response actions are not effective in producing the desired results, it will initiate a process to refine the WSCP.

RPU will consider the addition of new shortage response actions or changes to the levels when shortage response actions are implemented. Suggestions for refinements will be collected from agency staff, customers, industry experts, and the general public. RPU will work with wholesale customers to share data and suggestions for refinement to identify opportunities to increase the effectiveness of the WSCP while maintaining alignment with other agencies in the region when possible.

RPU will review the WSCP's description of procedures for the Annual Assessment each year while preparing the Annual Assessment and adjust as needed.

11.0 Special Water Feature Distinction

RPU has distinguished swimming pools and spas as recreational water features, while non-pool and non-spa water features are considered decorative water features. This distinction is used in the shortage response actions because decorative water features have the potential to use recycled water, while pools and spas (recreational water features) must use potable water for health and safety considerations.

RMC Chapter 14.22.010(D) notes that

A splash pad shall be defined as a recreational feature and includes any pavement or sidewalk area that is part of the splash pad. Operation of a splash pad is not prohibited by this ordinance as an unreasonable use of water.

12.0 Plan Adoption, Submittal, and Availability

RPU adopted this WSCP with the 2020 UWMP. The UWMP and WSCP were made available for public review during May of 2021. A public hearing was held on June 14, 2021 to allow public input on the draft UWMP and the WSCP.

The RPU board of directors adopted the UWMP and the WSCP at a meeting on June 14, 2021, and the City Council adopted them on June 22, 2021. The resolution of adoption is included as an attachment.

This WSCP was submitted to DWR through the WUEData portal before the deadline of July 1, 2021.

This WSCP will be available to the public on the agency's web site. Notice will be provided to cities and counties in the service area that the WSCP is available on the agency's web site.

If RPU identifies the need to amend this WSCP, it will follow the same procedures for notification to cities, counties and the public as used for the UWMP and for initial adoption of the WSCP. The draft amended WSCP will be made available for public review, and the agency's governing board will hold a public hearing to receive comments on the draft amended WSCP. Once RPU's governing board adopts the amended WSCP, the amended plan will be submitted to DWR and the California State Library, and it will be made available to the public and the cities and counties in the service area through placement on the agency's web site.

Appendix A. Riverside Municipal Code Chapter 14.22
(Adopted by the City Council on June 8, 2021)

14.22.010 - Unreasonable uses of water.

- A. No person shall use or permit the use of water for residential, commercial, industrial, agricultural, or any other purpose, contrary to any provision of this ordinance.
- B. No person shall waste water or use it unreasonably. To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited as an unreasonable use of water, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:
 - 1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
 - 2. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
 - 3. The application of potable water to driveways and sidewalks;
 - 4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;
 - 5. The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
 - 6. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;
 - 7. The irrigation with potable water of ornamental turf on public street medians; and;
 - 8. The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
- C. To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.
- D. A splash pad shall be defined as a recreational feature and includes any pavement or sidewalk area that is part of the splash pad. Operation of a splash pad is not prohibited by this ordinance as an unreasonable use of water.

(Ord. 7334 § 1, 2016; Ord. 7136 § 4, 2011)

14.22.020 - Water Conservation Program.

- A. This chapter establishes a Water Conservation Program which uses five stages to address conditions and needs. The Water Conservation Stage shall be set by City Council action. All normal water efficiency programs and water conservation regulations shall remain in force during any stage, unless the City Council directs otherwise.
- B. Stage One represents normal conditions; Stages Two, Three, Four, and Five represent potential and actual shortages. Stages Two, Three and Four may be triggered by a local or regional water supply shortage; production, treatment, transmission, or delivery infrastructure problems; limited or unavailable alternative water supplies; or other circumstances.

- C. Stage one conservation measures are voluntary, and will be encouraged through public outreach, education, and awareness measures by the City.
- D. Stages Two, Three, Four, and Five conservation measures are mandatory, and violations may be subject to criminal, civil, and administrative enforcement.

(Ord. 7334 § 1, 2016; Ord. 7288 § 1, 2015; Ord. 7254 § 1, 2014; Ord. 7136 § 4, 2011)

14.22.030 - Stage One - Normal water supply.

- A. Stage One applies when the City can meet all of its water demands, but declares, by resolution, that it has determined that certain conservation methods are warranted to preserve existing water supply in the event that the City will be unable to meet future water demands with its local water supplies.
- B. Upon declaration of Stage One by the City Council, the following water conservation measures shall apply:
 - 1. Non-agricultural irrigation should be done from 6:00 p.m. to 10:00 a.m. Irrigation water cannot leave the landscaped area.
 - 2. Use of graywater, as that term is defined in the California Health and Safety Code, and recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.

(Ord. 7334 § 1, 2016; Ord. 7288 § 1, 2015; Ord. 7254 § 1, 2014; Ord. 7136 § 4, 2011)

14.22.040 - Stage Two - Minimum water shortage.

- A. Stage Two applies when the City Council declares, by resolution, a reasonable probability exists that the City will not be able to meet all of its water demands with its local water supplies, other regional or statewide conditions warrant implementation, or the State of California orders implementation; or RPU faces an actual supply shortage of up to 15%, corresponding to California Water Code Section 10632 shortage levels 1 and 2.
- B. Upon declaration of Stage Two by the City Council, and the following measures shall apply:
 - 1. Except as otherwise provided in this section, all Stage One measures remain in effect but shall be mandatory, not voluntary.
 - 2. Customers will be asked to reduce their monthly water consumption up to 15 percent.
 - 3. Non-agricultural irrigation is limited as follows:
 - a. Properties may be irrigated only between the hours of 6:00 p.m. to 10:00 a.m. Irrigation of landscaping is prohibited on any day of the week from 10:00 a.m. to 6:00 p.m.
 - b. Properties may not be irrigated more than three times per week.
 - c. All automatic irrigation timers shall be adjusted according to irrigation time restrictions and changing weather patterns, and shall completely eliminate run-off.
 - d. Use of graywater, as that term is defined in the California Health and Safety Code, and recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.

4. All plumbing leaks, improperly adjusted sprinklers, or other water appurtenances requiring repair or adjustment shall be corrected to the satisfaction of the City within 72 hours of notification by the City. The City will attempt to contact customers by phone, mail, email or text, or printed "door-hanger" notice. All customers shall ensure that the City has current telephone contact information.
5. Construction operations receiving water from a construction meter or water truck shall not use water unnecessarily for any purpose, other than those required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated non-agricultural irrigation requirements set forth above.

(Ord. 7334 § 1, 2016; Ord. 7288 § 1, 2015; Ord. 7254 § 1, 2014; Ord. 7136 § 4, 2011)

14.22.050 - Stage Three - Moderate water shortage.

- A. Stage Three applies when the City Council declares, by resolution, a reasonable probability exists that the City will not be able to meet all of its water demands with its local water supplies, other regional or statewide conditions warrant implementation, or the State of California orders implementation; or RPU faces an actual supply shortage of 15-20%, corresponding to California Water Code Section 10632 shortage levels 2 and 3.
- B. Upon declaration of Stage Three by the City Council, the following measures shall apply:
 1. Except as otherwise provided in this section, all Stage One and Two measures remain in effect, and Stage One measures shall be mandatory, not voluntary.
 2. Water customers will be asked to reduce their monthly water consumption by 15 to 20 percent for the duration of Stage Three.
 3. Non-agricultural irrigation is limited as follows:
 - a. Properties may be irrigated only between the hours of 6:00 p.m. to 10:00 a.m.
 - b. Properties may not be irrigated more than three times per week during the months of April through October and no more than two times per week during the months of November through March.
 - c. All automatic irrigation timers shall be adjusted according to changing weather patterns and to completely eliminate run-off.
 - d. Use of graywater, as that term is defined in the California Health and Safety Code, or recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.

(Ord. 7334 § 1, 2016; Ord. 7288 § 1, 2015; Ord. 7254 § 1, 2014; Ord. 7136 § 4, 2011)

14.22.060 - Stage Four - Severe water shortage.

- A. Stage Four applies when the City Council declares, by resolution, that the City's ability to meet its water demands with its local water supplies is seriously impaired; or RPU faces an actual supply shortage of 20-50% corresponding to California Water Code Section 10632 shortage levels 3, 4, and 5.
- B. Upon declaration of Stage Four by the City Council, the following water conservation measures shall apply:

1. Except as otherwise provided in this section, all Stage One, Two, and Three conservation measures shall be in full force and effect during Stage Four, and Stage One measures shall be mandatory, not voluntary.
2. Water customers will reduce their monthly water consumption by 20 to 50 percent for the duration of Water Conservation Stage Four.
3. Non-agricultural irrigation shall be limited to supporting minimal survival of trees and shrubs. Trees and shrubs may be irrigated, only during the following designated hours and designated days:
 - a. Properties with odd number street addresses, parks, and public right-of-ways may irrigate only on Saturdays between the hours of 8:00 p.m. and 8:00 a.m.
 - b. Properties with even number street addresses may irrigate only on Sundays between the hours of 8:00 p.m. and 8:00 a.m.
 - c. Irrigation is prohibited on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays and on any day of the week from 8:00 a.m. to 8:00 p.m.
 - d. Use of graywater, as that term is identified in the California Health and Safety Code, or recycled water for irrigation is permitted on any day and at any time, subject only to any permits issued by the City.
4. All outdoor watering and irrigation of lawns and similar ground covers is prohibited with the exception of plant materials determined by the City Manager to be rare, exceptionally valuable, or essential to the well-being of the public or threatened or endangered animals.
5. Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is prohibited except at a commercial car wash. Commercial car washes shall only use wholly- or partially-recycled water for washing automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment. Washings necessary for the health, safety, and welfare of the public, such as garbage trucks or vehicles used for food and perishables, are exempt from this section.
6. Filling, refilling, or replenishing swimming pools, spas, ponds, streams, and artificial lakes is prohibited.
7. Operation of any ornamental fountain, pond, or similar structure is prohibited.
8. Water used for commercial, manufacturing, or processing purposes shall be reduced as determined by the City Council.

(Ord. 7334 § 1, 2016; Ord. 7136 § 4, 2011)

14.22.070 – Stage Five - Water shortage emergency.

- A. Stage Five applies when the City Council declares, by resolution, that the City's ability to meet its water demands with its local water supplies is so seriously impaired that RPU faces an actual supply shortage of over 50%, corresponding to California Water Code Section 10632 shortage level 6; and"
- B. Upon declaration of a Water Shortage Emergency:
 1. No new construction meters will be issued.
 2. No construction water may be used for earth work such as road construction purposes, dust control, compaction, or trench jetting.
 3. No new building permit(s) shall be issued, except:
 - a. Projects found by the City Council to be necessary for public health, safety.
 - b. Projects using recycled water for construction.

- c. Projects which will not result in a net increase in non-recycled water use.
- d. Projects with adequate conservation offsets, if available. The City, in its sole discretion, may choose to make conservation offsets available. Conservation offset costs shall be based on the cost of conserving the water elsewhere to provide the water needed for a project, the cost of providing an alternative water supply deemed acceptable by the City, or other measures as may be found in the City's water use efficiency master plan. Conservation offset fees will be set forth in the Water Rules and Rate Schedules.

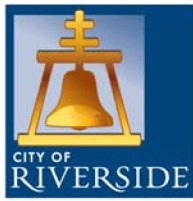
(Ord. 7334 § 1, 2016; Ord. 7136 § 4, 2011)

14.22.080 - Enforcement and severability.

- A. Any violation of this article may be subject to enforcement by issuance of an administrative citation pursuant to Chapter 1.17 of this Code. Prior to issuance of an administrative citation, the City shall give one courtesy notice requesting voluntary correction of the violation. The City Manager, or his or her designee, may enter into a written agreement with a customer to resolve any violation provided that such agreement is consistent with the purpose and intent of this chapter.
- B. If any phrase, section, sentence, or word of this ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other phrase, section, sentence, or word of the ordinance that can be given effect without the invalid phrase, section, sentence, or word, and to this end each phrase, section, sentence, or word of this ordinance is declared to be severable.

(Ord. 7334 § 1, 2016; Ord. 7136 § 4, 2011)

Appendix B. Resolution of Adoption for WSCP



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, JUNE 8, 2021, 1 P.M.

VIRTUAL MEETING

PUBLIC COMMENT IN PERSON/TELEPHONE

ART PICK COUNCIL CHAMBER

3900 MAIN STREET

PRESENT: Mayor Lock Dawson, Councilmembers Edwards, Melendrez, Fierro, Conder, Perry, and Hemenway and Councilwoman Plascencia

ABSENT: None

Mayor Lock Dawson called the meeting to order at 1 p.m.

The Invocation was given by Councilmember Melendrez.

Councilmember Melendrez led the Pledge of Allegiance to the Flag.

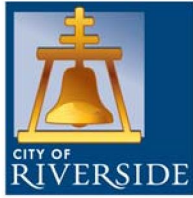
ORAL COMMUNICATIONS FROM THE AUDIENCE

Scott Andrews spoke regarding lack of updates on staff communications, City Net contract, and the financial allocations on 2021-22 Housing and Urban Development Annual Action Plan. Rich Gardner spoke regarding including Illumination Foundation as a recipient of the Community Development Block Grant funding.

MAYOR/COUNCILMEMBER COMMUNICATIONS

Councilmember Hemenway reported on La Sierra Class of 2021, June 13th drive-through graduation ceremony. Councilmember Perry reported on a tour of Riverside Community Hospital. Councilwoman Plascencia reported on a joint podcast with UCR Woman's Resource Center, BIA housing policy development summit, visit to the Riverside County Mental Health Department, and community meeting at Harrison Park. Councilmember Conder spoke about patriotism. Councilmember Melendrez reported on Eastside Park Avenue Arts and Cultural District, mural, and street improvement along Park Avenue. Councilmember Edwards reported on neighbors at Braemar hosting a meeting, National Trails Day along the Santa Ana River that included a cleanup and a movie screening of 'The Other Side of the River' shown at McLean Park, virtual office hours held on June 7, 2021, upcoming meetings of the Northside Improvement Association on June 14, and Downtown Neighborhood Alliance on June 21, 2021, groundbreaking for Mulberry Village, City worldwide wellness program, and the Housing and Homelessness Committee meeting on June 28, 2021.

The City Council Land Use, Sustainability, and Resilience Committee will conduct a virtual meeting at 3:30 p.m. on Monday, June 14, 2021.



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, JUNE 8, 2021, 1 P.M.

VIRTUAL MEETING

PUBLIC COMMENT IN PERSON/TELEPHONE

ART PICK COUNCIL CHAMBER

3900 MAIN STREET

COMMUNICATIONS

INTERGOVERNMENTAL RELATIONS AND LEGISLATIVE UPDATE

There was no update on Intergovernmental relations and legislation.

FISCAL RESPONSIBILITY UPDATE

There was no update on fiscal responsibility.

HOMELESS SOLUTIONS UPDATE

The City Council received an update on homeless solutions.

HEALTH, SAFETY, AND SECURITY UPDATES

The City Council received an update on health, safety, and security.

RULES AND REGULATIONS CREATED OR SUSPENDED

There was no update on the rules and regulations created or suspended.

CONSENT CALENDAR

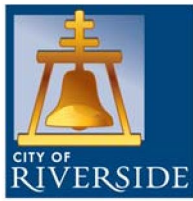
It was moved by Councilmember Hemenway and seconded by Councilmember Perry to approve the Consent Calendar as presented affirming the actions appropriate to each item with Councilmembers Melendrez and Fierro abstaining from the new Main Library project at 3900 Mission Inn Avenue increase in change order authority as they own property within 500 feet of the project. The motion carried unanimously.

MINUTES

The minutes of the meetings of May 25, 2021, were approved as presented.

EXTEND AGREEMENT - ISSUANCE OF REQUEST FOR PROPOSALS - BANKING AND MERCHANT CARD SERVICES

The City Council approved the extension of the Umbrella Agreement for Government Banking Services with Bank of America N.A., for a twelve month period, commencing on May 1, 2021, to allow time for the issuance, review and selection of a Banking Services Provider through an RFP for Banking and Merchant Card Services.



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, JUNE 8, 2021, 1 P.M.

VIRTUAL MEETING

PUBLIC COMMENT IN PERSON/TELEPHONE

ART PICK COUNCIL CHAMBER

3900 MAIN STREET

AGREEMENT - ON-CALL REPAIR SERVICES - FLEET MANAGEMENT DIVISION GENERATOR MAINTENANCE SERVICES - TERMINATE CURRENT CONTRACT

The City Council (1) approved a Services Agreement with Bay City Electric Equipment Industries, Inc. dba Bay City Electric Works, Rancho Cucamonga, California, for generator maintenance services in the annual amount of \$193,902.65 for on-call, Non-Public Works repair services for an initial 36 month term with two one-year options to extend beginning on July 1, 2021; (2) authorized the City Manager, or his designee, to execute the Services Agreement, including making minor, non-substantive changes, and to execute the two optional one-year extensions in the amount of \$193,902.65 annually; and (3) authorized the City Manager, or his designee, to execute all documents related to the termination of the current Services Agreement with Collicutt Energy Services, Inc.

MEASURE Z - INCREASE CHANGE ORDER AUTHORITY - NEW MAIN LIBRARY PROJECT - 3900 MISSION INN

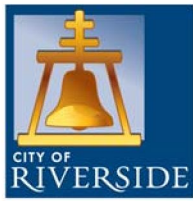
The City Council approved a transfer of funds from the New Main Library Office Furniture and Equipment Account to the construction contingency to increase in change order authority from 10 percent in the amount of \$3,426,630 to 11.7 percent in the amount of \$4,001,630 for construction contingency for the New Main Library Project located at 3900 Mission Inn Avenue.

CHANGE ORDER AUTHORITY INCREASE - UTILITY BILL PRINTERS

The City Council (1) authorized change order authority increase from 10 percent to 17 percent for a total change order authority of \$48,582.09 and a total contract amount not-to-exceed \$334,359.09; and (2) authorized the City Manager, or his designee, to execute all documents pursuant to this change order including making minor and non-substantive changes.

MEASURE Z - SERVER EQUIPMENT AND PROFESSIONAL SERVICES - CAMERA LICENSES AND SOFTWARE UPGRADE SERVICES - CITYWIDE TWELVE-MONTH VIDEO RETENTION PROJECT - SUPPLEMENTAL APPROPRIATIONS

The City Council (1) authorized the purchase of server equipment and professional services from Dell, Inc., Round Rock, Texas, under NASPO ValuePoint Cooperative Purchasing Agreement MNWNC-108, in an amount not-to-exceed \$360,348.58; (2) authorized the purchase of required connection cables and switches from Vector Resources, Inc., doing business as Vector USA, in an amount not to exceed \$57,485.73; (3) authorized the purchase of camera licenses and software upgrade services from



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Convergent Technologies, under the Sourcewell Cooperative Agreement 031517-CTL, in an amount not-to-exceed \$37,782.66; (4) with at least five affirmative votes, authorize the Chief Financial Officer, or his designee, to record the required interfund transfers; interdepartmental transfers; and related supplemental appropriations to move available funds to the Video Retention Project accounts in the Capital Outlay and Measure Z Capital Projects funds; and (5) authorized the City Manager, or designee, to execute all documents pursuant to these purchases including making minor and non-substantive changes.

AGREEMENT - FOURTH OF JULY FIREWORKS DISPLAYS - RYAN BONAMINIO AND LA SIERRA PARK

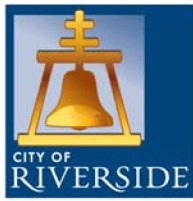
The City Council (1) approved the agreement with Exposhow, Inc., for two distinct pyrotechnic shows covering the period of June 1, 2021, through July 5, 2024, with a contract price of \$198,000; (2) authorized the City Manager, or his designee, to execute the agreement with Exposhow, Inc., for a term of June 1, 2021, through July 5, 2024, and to make minor and non-substantive changes including contract amendments, changes to locations for subsequent years, and execution of term extensions, subject to the availability of funds.

POLICE OFFICIAL POLICE TOW TRUCK SERVICE - ORDINANCE ADOPTED

The City Council adopted an Ordinance amending the Riverside Municipal Code by amending and replacing Chapter 5.15, regulation of Riverside Police Official Police Tow Truck Service, in its entirety for removal and disposal of junk motorhomes; whereupon, the title having been read and further reading waived, Ordinance No. 7555 of the City Council of the City of Riverside, California, Amending the Riverside Municipal Code by Amending and Replacing Chapter 5.15, Regulation of Riverside Police Official Police Tow Truck Service, in its Entirety, was presented and adopted.

WATER CONSERVATION - ORDINANCE ADOPTED

The City Council adopted an Ordinance amending Table 6.14.040A and Chapter 14.22 of the Riverside Municipal Code regarding Water Conservation; whereupon, the title having been read and further reading waived, Ordinance No. 7556 of the City Council of the City of Riverside, California, Amending Table 6.14.040A and Chapter 14.22 of the Riverside Municipal Code Regarding Water Conservation, was presented and adopted.



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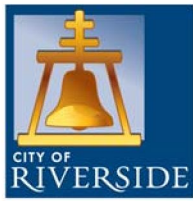
PUBLIC HEARINGS/PLANNING REFERRALS AND APPEALS

CALIFORNIA MUNICIPAL FINANCE AUTHORITY - REVENUE - SENIOR AFFORDABLE RENTAL HOUSING FACILITY - 2340 FOURTEENTH - RESOLUTION

Hearing was called to consider the Tax Equity and Fiscal Responsibility Act (TEFRA) regarding the issuance of revenue bonds and the related plan of financing to finance the acquisition and development of a 95-unit senior affordable housing project located at 2340 14th Street, Riverside, California, and adopt a resolution to authorize the issuance of revenue bonds or refunding bonds in an aggregate principal amount not-to-exceed \$33,000,000 by the California Municipal Finance Authority, on behalf of Riverside Supportive Housing, LP, a California limited partnership for the Project, which includes a plan of financing for the purpose of financing or refinancing the Project. No one spoke on the matter. The public hearing was officially closed. Following discussion, it was moved by Councilmember Melendrez and seconded by Councilwoman Plascencia to (1) adopt a resolution authorizing the issuance of one or more series of revenue bonds in an aggregate amount not-to-exceed \$33,000,000 by the California Municipal Finance Authority, on behalf of Riverside Supportive Housing, LP, a California limited partnership company to provide for the financing of the Project; and (2) authorize the City Manager, or his designee, to execute all required documents including making minor non-substantive changes and/or corrections. The motion carried unanimously.

2021-22 UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ANNUAL ACTION PLAN - HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT - FUNDS TRANSFER - SUPPLEMENTAL APPROPRIATIONS - CONTINUED FROM JUNE 1, 2021 AT 1 P.M.

Hearing was called to consider the 2021-2022 Annual Action Plan for the use of federal entitlement funding from the United States Department of Housing and Urban Development. No one spoke on the matter. The public hearing was officially closed. Following discussion, it was moved by Councilwoman Plascencia and seconded by Councilmember Melendrez (1) to adopt the 2021-2022 Annual Action Plan for expenditure of Community Development Block Grant, Emergency Solutions Grant, Housing Opportunities for Persons with AIDS, and HOME Investment Partnerships Program funds in the total amount of \$8,273,173; (2) to authorize City staff to make any necessary changes to funding recommendations for potentially funded Community Development Block Grant, Emergency Solutions Grant, Housing Opportunities for Persons with AIDS, and HOME Investment Partnerships Program sub-recipients when a final allocation amount is



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received and finalize the 2021-2022 Annual Action Plan for submittal to the United States Department of Housing and Urban Development; (3) to authorize the City Manager or his designee to execute the United States Department of Housing and Urban Development grant agreements for the Community Development Block Grant, Emergency Solutions Grant, Housing Opportunities for Persons with AIDS and HOME Investment Partnerships programs and the agreements with the City's grantees as identified in the 2021-2022 Annual Action Plan; and (4) with at least five affirmative votes, authorize the estimated appropriation of funds for City Departments receiving funding to the appropriate accounts established by the Finance Department. The motion carried unanimously.

DISCUSSION CALENDAR

MEASURE Z - BID 7718 - MONROE MASTER DRAINAGE PLAN STORM DRAIN PROJECT - GRATTON/ HERMOSA/DUFFERIN/ST. LAWRENCE

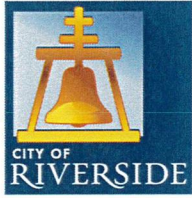
Following discussion, it was moved by Councilwoman Plascencia and seconded by Councilmember Conder to (1) award a construction contract for Bid 7718 for the construction of Monroe Master Drainage Plan Line E Stages 2 and 3, Line E-2 and Line E-5 Storm Drain Project to Mamco, Inc., dba Alabbasi, Perris, in the amount of \$10,505,555; (2) authorize the City Manager, or his designee, to execute the construction contract with Mamco, Inc., dba Alabbasi, including making minor non-substantive changes; and (3) authorize change order authority up to 5 percent of the construction contract amount for a change order total of \$525,278. The motion carried unanimously.

FISCAL YEAR 2021-22 ANNUAL APPROPRIATIONS LIMIT

Following discussion, it was moved by Councilmember Hemenway and seconded by Councilmember Perry to provide the public, in accordance with Section 7910 of the Government Code, an opportunity to review the information used to develop the Appropriations Limit of \$380,236,555 for Fiscal Year 2021-22. The motion carried unanimously.

CLOSED SESSIONS

The Mayor and City Council adjourned to closed sessions pursuant to Government Code (1) §54956.9(d)(2) to confer with and/or receive advice from legal counsel concerning one case of anticipated litigation; (2) §54956.9(d)(4) to confer with and/or receive advice from legal counsel concerning one case of anticipated litigation; (3) §54957.6 to review the City Council's position and instruct designated representatives regarding



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salaries, salary schedules, or compensation paid in the form of fringe benefits of all Executive Management employees including the City Attorney and City Clerk, all Management and Confidential employees as defined by PERS, Fire Management Unit, Riverside City Firefighters Association, Riverside Police Officers Association (Police and Police Supervisory Units), Service Employees International Union #721, International Brotherhood of Electrical Workers #47, and Riverside Police Administrators Association; (4) §54957 for appointment of City Attorney by the City Council; and (5) §54957 for performance evaluation of the City Manager.

Mayor Lock Dawson and the City Council returned to open session at 2:55 p.m.

COMMUNICATIONS

CITY ATTORNEY REPORT ON CLOSED SESSIONS

Interim City Attorney Smith announced there were no reportable actions on closed sessions.

ITEMS FOR FUTURE CITY COUNCIL CONSIDERATION

There were no future items requested at this time.

The City Council adjourned at 2:55 p.m.

Respectfully submitted,

DONESIA GAUSE
City Clerk