



# 2025 Urban Water Management Plan Draft

MAY 2026

CITY OF CHINO





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Prepared by Water Systems Consulting, Inc



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# ACRONYMS & ABBREVIATIONS

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<b>°F</b>	Degrees Fahrenheit
<b>1,2,3-TCP</b>	1,2,3-Trichloropropane
<b>AF</b>	Acre-Feet
<b>AFY</b>	Acre-Feet per Year
<b>AMI</b>	Advanced Metering Infrastructure
<b>AWWA</b>	American Water Works Association
<b>CBWCD</b>	Chino Basin Water Conservation District
<b>CCWRF</b>	Carbon Canyon Water Recycling Facility
<b>CDA</b>	Chino Basin Desalter Authority
<b>CII</b>	Commercial, Industrial, and Institutional
<b>CIMIS</b>	California Irrigation Management Information System
<b>CWC</b>	California Water Code
<b>CWOL</b>	Making Conservation a California Way of Life
<b>DEW</b>	Discover the Environment and Water
<b>DIM</b>	Dedicated Irrigation Meters
<b>DMM</b>	Demand Management Measures
<b>DRA</b>	Drought Risk Assessment
<b>DWR</b>	California Department of Water Resources
<b>DYY</b>	Dry-Year Yield
<b>DYYP</b>	Dry-Year Yield Program
<b>ERP</b>	Emergency Response Plan
<b>ETO</b>	Evapotranspiration
<b>FEMA</b>	Federal Emergency Management Agency
<b>FY</b>	Fiscal Year
<b>GIS</b>	Geographic Information System
<b>GPCD</b>	Gallons per Capita per Day
<b>GPM</b>	Gallons per minute

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<b>GPMD</b>	Gallons per mile of pipe per day
<b>GPSCD</b>	Gallons per service connection per day
<b>HECW</b>	High-efficiency Clothes Washer
<b>HET</b>	High Efficiency Toilets
<b>HVAC</b>	Heating, Ventilation, and Air conditioning
<b>IEUA</b>	Inland Empire Utilities Agency
<b>IPR</b>	Indirect Potable Reuse
<b>JPA</b>	Joint Exercise of Powers Agreement
<b>KWH</b>	Kilowatt-Hour
<b>LEF</b>	Landscape Efficiency Factors
<b>MGD</b>	Million Gallons per Day
<b>MWD</b>	Metropolitan Water District of Southern California
<b>NTC</b>	National Theatre for Children
<b>OBMP</b>	Chino Basin Optimum Basin Management Program
<b>OSY</b>	Operating Safe Yield
<b>PCE</b>	Perchloroethylene
<b>PHET</b>	Premium High-Efficiency Toilets
<b>PPC</b>	Persons-per-connection
<b>PWS</b>	Public Water System
<b>RHNA</b>	Regional Housing Needs Assessment
<b>RP</b>	Regional Water Recycling Plant
<b>RRA</b>	Risk and Resilience Assessment
<b>RTP</b>	Regional Transportation Plan
<b>RUWMP</b>	Regional Urban Water Management Plan
<b>RW</b>	Recycled Water
<b>SBX7-7</b>	Senate Bill 7 of Special Extended Session 7
<b>SCAG</b>	Southern California Association of Governments
<b>SCE</b>	Southern California Edison
<b>SGMA</b>	Sustainable Groundwater Management Act
<b>STATE WATER BOARD</b>	State Water Resources Control Board

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<b>TAZ</b>	Transportation Analysis Zones
<b>TCE</b>	Trichloroethylene
<b>TDS</b>	Total Dissolved Solids
<b>TVMWD</b>	Three Valleys Municipal Water District
<b>USEPA</b>	United States Environment Protection Agency
<b>UWMP</b>	Urban Water Management Plan
<b>UWUO</b>	Urban Water Use Objective
<b>VOCS</b>	Volatile Organic Compounds
<b>WBIC</b>	Weather-based Irrigation Controllers
<b>WE4G</b>	Water Engineering 4 Good
<b>WEWAC</b>	Water Education Water Awareness Committee
<b>WFA</b>	Water Facilities Authority
<b>WSAP</b>	Water Supply Allocation Plan
<b>WSCP</b>	Water Shortage Contingency Plan
<b>WUE</b>	Water Use Efficiency
<b>WWTP</b>	Wastewater Treatment Plant

# 1

## Introduction

This section provides a brief overview of the City of Chino (City or Chino) and the purpose of this 2025 Urban Water Management Plan (UWMP). It also describes how the UWMP is organized and its relationship to local and regional planning efforts in which Chino is involved.

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### IN THIS SECTION

- Introduction for Chino
- California Water Code
- UWMP Organization
- UWMPs in Relation to Other Efforts
- Funding Eligibility
- Consistency with the Delta Plan

## 1.1 Introduction for Chino

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

*“a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers.”*

The City of Chino (City or Chino) is classified as an urban water supplier because it serves more than 3,000 customers (i.e., individual metered accounts) and it supplies more than 3,000 acre-feet of water annually to its customers for municipal purposes as detailed in Section 2.1.

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

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

In 2018, the Legislature modified the CWC to require a Water Shortage Contingency Plan (WSCP) with specific elements. The WSCP is a document that provides a supplier with an action plan for a drought or catastrophic water supply shortage. CWC 10632 includes requirements for suppliers to prepare a WSCP. The WSCP documents a supplier’s plans to manage and mitigate an actual water shortage condition, should one occur because of drought or other impacts on water supplies. The WSCP is a standalone document that can be updated independently of the UWMP, but it can be included as a section of the UWMP or referenced and attached to the 2025 UWMP as an appendix. The WSCP is described in Section 8.

DWR provides guidance for urban water suppliers by preparing an Urban Water Management Plan Guidebook 2025 (Guidebook) (Department of Water Resources, 2025) conducting workshops, developing tools, and providing program staff to help water suppliers prepare comprehensive and useful water management plans, implement water conservation programs, and understand the requirements of the CWC. Suppliers prepare their own UWMPs and submit them to DWR. DWR then reviews the UWMPs for completeness in addressing the CWC. DWR

submits a report to the Legislature summarizing the status of the UWMPs for each five-year cycle. The Guidebook was used to complete this 2025 UWMP.

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

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

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

## 1.2 UWMP Organization and Lay Description

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

### **Section 1 – Introduction**

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

### **Section 2 – Plan Preparation**

This section provides information on the processes used to develop the UWMP, including coordination and outreach efforts and the steps taken to prepare Chino's 2025 UWMP, hold a public hearing, adopt, submit, and implement the 2025 UWMP. The UWMP is prepared as an individual plan to provide Chino-specific information, with all data presented on a fiscal year (FY) basis (July 1 through June 30) and water quantities reported in acre-feet (AF) or acre-feet per year (AFY). The UWMP also describes Chino's coordination and outreach with wholesale and retail agencies and the community, as well as its notification process to the cities and county it serves.

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### Section 3 – System Description

This section describes the City’s water system, service area, population demographics, local climate, and land uses. Chino is located in the southwestern part of San Bernardino County, neighboring cities such as Ontario, Montclair, Chino Hills, and Eastvale. The City serves a majority of its boundary, excluding some areas served by Monte Vista Water District and the City of Chino Hills. The City provides water service to an area with a current population of 65,744. Chino is projected to have a population of 114,327 by 2050.

### Section 4 – Water Use Characterization

This section describes and quantifies the current and projected water uses through 2050 within the water service area. Chino serves potable water to residential, commercial, industrial, and institutional (CII), landscape, and agricultural customers. In 2025, the City served a total of 15,324 AFY. The City’s water loss within the system is discussed. Chino has submitted all required water loss audits to the state for the past 5 years. Projected water use in 2050 will reach about 17,500 AFY using an approach that will reach State-mandated Urban Water Use Objectives (UWUO). Projected water use will steadily increase for the next 25 years.

### Section 5 – SBX7-7 Compliance & Future Water Use Efficiency Requirements

This section describes water use targets and baselines pursuant to the SBX7-7 Water Conservation Act of 2009. SBX7-7 required all water suppliers to increase water use efficiency to decrease per-capita water consumption by 20 percent by the year 2020. The City met its targeted reduction of 189 gallons per capita per day (GPCD). In 2025, the City had a GPCD of 143.

New water use efficiency standards from the “Making Conservation a California Way of life Regulation” (CWOL Regulation) supersede SBX7-7 standards. The demand projections in this UWMP are based on the City meeting its estimated future UWUO, as described in Section 4.2.5.

### Section 6 – Water Supply Characterization

This section describes and quantifies the current and projected potable and non-potable water supplies, including recycled water. The City’s supply portfolio consists of groundwater from the Chino Basin, purchased groundwater from Chino Basin Desalter Authority (CDA), imported water from Metropolitan Water District of Southern California (MWD) (through Inland Empire Utilities Agency (IEUA)) which is treated by Water Facilities Authority (WFA), and recycled water purchased from IEUA. In 2025, the City supplied a total of 18,832 AFY. The City is projected to supply a total of 21,811 AFY in 2050.

### Section 7 – Water Service Reliability

This section describes the water service reliability through 2050 and includes the Drought Risk Assessment (DRA) for the next five years. Chino does not anticipate any supply shortages within the next five years, as shown in the DRA. Chino’s imported and groundwater supply is fixed to meet cleanup goals and is considered reliable under normal, single dry, and five

consecutive dry years scenarios through 2050. The City expects to meet demands under all water year scenarios.

### **Section 8 – Water Shortage Contingency Plan**

This section summarizes the standalone WSCP. The WSCP details procedures for handling potential shortages affecting member agencies. The plan features annual water supply and demand assessments, six water shortage stages with corresponding response actions, and coordination among member agencies. It also includes emergency response plans and seismic risk assessments for catastrophic events. This section includes an overview of the standalone WSCP.

### **Section 9 – Demand Management Measures**

This section describes Chino's efforts to promote conservation and reduce water demand, including discussions of specific demand management measures. The City is committed to implementing water conservation programs. Some of these initiatives include public education and outreach programs, rebate programs, and water rate structure tiered to promote water conservation.

### **Section 10 – Plan Adoption, Submittal, and Implementation**

This chapter summarizes the various requirements to adopt and submit a UWMP and WSCP. Details on public hearing dates, notification letters to local agencies, and how to submit or amend a plan are discussed. The 2025 UWMP and WSCP were made available for public review on May 18, 2026, with a public hearing held on June 2, 2026. CDA adopted the UWMP and WSCP and submitted them to DWR and the California State Library within 30 days of adoption. Notifications were sent to cities, counties, and relevant agencies at least 60 days prior to the public hearing. The plan is available online and at Chino's headquarters for public inspection. Procedures for amending the UWMP or WSCP involve public hearings, board adoption, and timely submissions to state and local entities.

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

The City's 2025 UWMP was prepared in coordination with planning agencies as described in Section 2.3. In addition to the 2025 UWMP, Chino is involved in several internal and external planning efforts. Chino collaborates with a variety of stakeholders to achieve consistency between various planning documents locally and regionally. The City is a member agency of various wholesale agencies including CDA, IEUA, and WFA, which have each prepared 2025 UWMPs that are incorporated in the City's 2025 UWMP by reference. In addition, the City provided its 2025 UWMP to CDA, IEUA, and WFA, which includes water use projections in five-year increments for a normal year, a single dry year, and a five consecutive year drought over the next 25 years.

## 1.4 UWMPs and Grant or Loan Eligibility

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

## 1.5 Demonstration of Consistency with the Delta Plan for Participants in Covered Actions

Chino's contributions to reduced reliance on the Sacramento–San Joaquin Delta and improved regional water self-reliance are reflected in the regional analysis prepared by the IEUA, presented in Appendix C of IEUA's 2025 UWMP. That analysis evaluates the collective investments and actions of IEUA and its customer agencies, including Chino, and documents measurable progress toward increased regional self-reliance and reduced dependence on Delta supplies at the regional scale.

Consistent with DWR guidance, regional coordination and reliance on wholesale and regional planning documents are appropriate where data are developed at a broader service area or where individual supplier contributions cannot be discretely quantified. Due to the integrated nature of regional water supply systems and the infeasibility of attributing Delta reliance reductions at the individual retail agency level, IEUA's regional analysis provides the appropriate basis for demonstrating consistency with Delta Plan Policy WR P1.

Accordingly, Chino incorporates the IEUA regional reduced reliance analysis by reference into this UWMP. Chino's implementation of locally cost-effective and technically feasible demand management measures and supply programs, as described in this UWMP, contributes to the regional outcomes documented by IEUA and supports ongoing progress toward improved regional self-reliance and reduced reliance on Delta supplies.

# 2 Plan Preparation

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

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## IN THIS SECTION

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

## 2.1 Basis for Preparing a Plan

As mentioned in Section 1.1, the CWC requires Chino’s 2025 UWMP to be submitted to DWR by July 1, 2026. Chino is an “urban water supplier” pursuant to Section 10617 of the CWC. In 2025, the City’s key water supply metrics in its service area were as follows:

- Served a population of approximately 95,744 people.
- Supplied approximately 15,324 AFY to its customers.
- Maintained 23,420 metered connections.

Chino operates a Public Water Systems (PWS) which is regulated by the State Water Board. Table 2-1 provides the public water system number, the number of municipal connections, and the volume of water supplied in 2025.

Throughout this UWMP, water volume is represented in units of AFY, unless otherwise noted, and data is presented on a FY basis which is July 1 through June 30th of the following year. Required DWR tables presenting this information are provided in Table 2-2, Table 2-3, and Table 2-4.

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

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

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

Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025
CA3610012	Chino, City of	23,420	15,324
<b>Total:</b>		23,420	15,324

## 2.2 Regional Planning

DWR guidance allows for water retailers to develop individual or regional UWMPs. Regional reporting can consist of a group of retailers or another regional entity. Chino has developed its 2025 UWMP reporting solely on its service area to address all requirements of the CWC. The

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City's 2025 UWMP was not developed as a Regional UWMP. Although a member of the IEUA Alliance, the City elected to develop an individual UWMP.

**Table 2-2- Plan Identification**

Type of Plan	Member of RUWMP	Member of Regional Alliance	Name of RUWMP or Regional Alliance
Individual UWMP	No	No	N/A

**Table 2-3- Supplier Identification**

Type of Supplier	Year Type	First Day of Year		Unit Type
Retail	Fiscal Years	<b>DD</b>	<b>MM</b>	AF
		<b>01</b>	<b>07</b>	

## 2.3 Coordination and Outreach

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

### 2.3.1 Wholesale and Retail Coordination

The City's 2025 UWMP was prepared in coordination with each of its wholesale suppliers including IEUA, WFA, and CDA. Chino provided demand projections to each of these water agencies and received assumptions of planned water supply availability. Table 2-4 lists the agencies that were involved in the preparation of Chino's 2025 UWMP.

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

The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631 (h).
<b>Wholesale Water Supplier Name</b>
Inland Empire Utilities Agency (IEUA)
Water Facilities Authority (WFA)
Chino Bain Desalter Authority (CDA)

### 2.3.2 Coordination with Other Agencies and the Community

The City is a retail water supplier that serves customers in the City of Chino and a small portion of the City of Ontario, as well as unincorporated areas of San Bernardino County, and portions of a California State correctional facility located within the City's municipal boundaries. The City is required to coordinate the preparation of the UWMP with appropriate agencies in the area, including appropriate water suppliers that share a common source. Therefore, the City coordinated the preparation of its 2025 UWMP with the Cities of Chino Hills and Ontario, the County of San Bernardino, CDA, Chino Basin Water Conservation District (CBWCD), IEUA, Monte Vista Water District, Chino Basin Watermaster, WFA, and the California Institute for Men.

Per Government Code 6066, the public hearing was noticed in the Chino Champion newspaper on May 2026. The hearing notice is attached as Appendix C. The public hearing was held on June 2, 2026, at the City Council meeting prior to the UWMP and WSCP adoption. In addition, Chino maintained a copy of the 2025 UWMP and WSCP in its office and at <http://www.cityofchino.org> prior to the public hearing.

The Final 2025 UWMP and WSCP were formally adopted by the City Council on June 2, 2026. A copy of the Adoption Resolution is included in Appendix D. A hard copy of Chino's Final 2025 UWMP and WSCP were sent to the California State Library, DWR (electronically using the WUE data reporting tool), and all cities and counties within Chino's service area within 30 days of adoption. To fulfill the requirements of CWC Section 10642 of the UWMP Act, Chino made the Final 2025 UWMP available online (<https://www.cityofchino.org>), and at Chino's public office during normal business hours for public review within 30 days of adoption.

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

### 2.3.3 Notice to Cities and Counties

CWC Section 10621 requires that suppliers notify cities and counties to which they serve water that the UWMP and WSCP are being updated. Notices should be provided at least 60 days prior to a public hearing. To fulfill this requirement, the City sent letters of notification of preparation of the 2025 UWMP and 2025 WSCP to all cities and counties within Chino's service area 60 days prior to the public hearing. Copies of letters are included in Appendix B.

# 3 System Description

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

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## IN THIS SECTION

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

### 3.1 General Description

The City of Chino was officially incorporated in 1910. The City provides water service to a majority of residential, commercial, institutional, industrial, and landscape customers within the City of Chino, located in the southwestern portion of San Bernardino County, approximately 30 miles easterly of downtown Los Angeles. The City is bounded by the Cities of Montclair and Ontario to the north; Chino Hills to the south and west; Ontario and Eastvale to the east; and Pomona to the west. The City’s water service area encompasses an area of approximately 28.3 square miles. The location of the City’s water service area is provided in Figure 3-1.

The City has a five-member City Council. The Mayor is elected at-large and Council Members are elected by geographically defined districts, each for four-year terms. The City Manager is appointed by the City Council. Other City managerial positions are filled by the City Manager. The Director of Public Works is responsible for the operation and management of the City's water system.

The demand within the City’s service area is met primarily from groundwater produced from City-owned wells in the Chino Basin and from CDA. The City also purchases imported surface water from MWD through IEUA which is treated by WFA. Recycled water is also provided by IEUA.

The existing potable water system consists of distribution system pipelines, storage reservoirs, booster pump stations, groundwater wells, imported water connections, inter-agency connections, permitted water treatment facilities, and pressure regulating stations.

### 3.2 Service Area Boundary Maps

The location of the City’s water service area is provided in Figure 3-1.

The City provides water services to all residential, commercial, institutional, industrial, and landscape customers within the City of Chino, except for the following areas:

- Portions of northwest City of Chino served by Monte Vista Water District
- Portions of the City served by the City of Chino Hills

# City of Chino

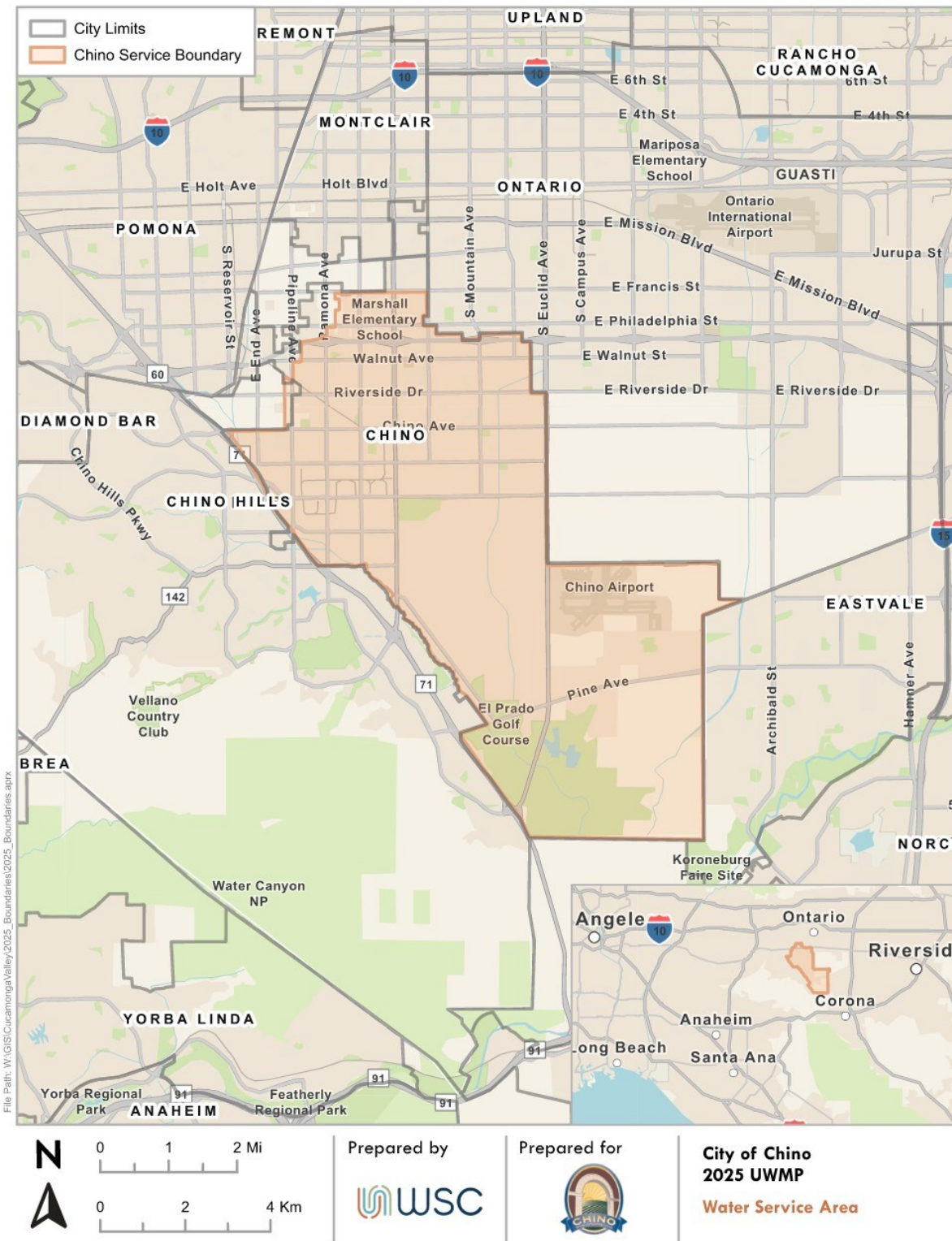


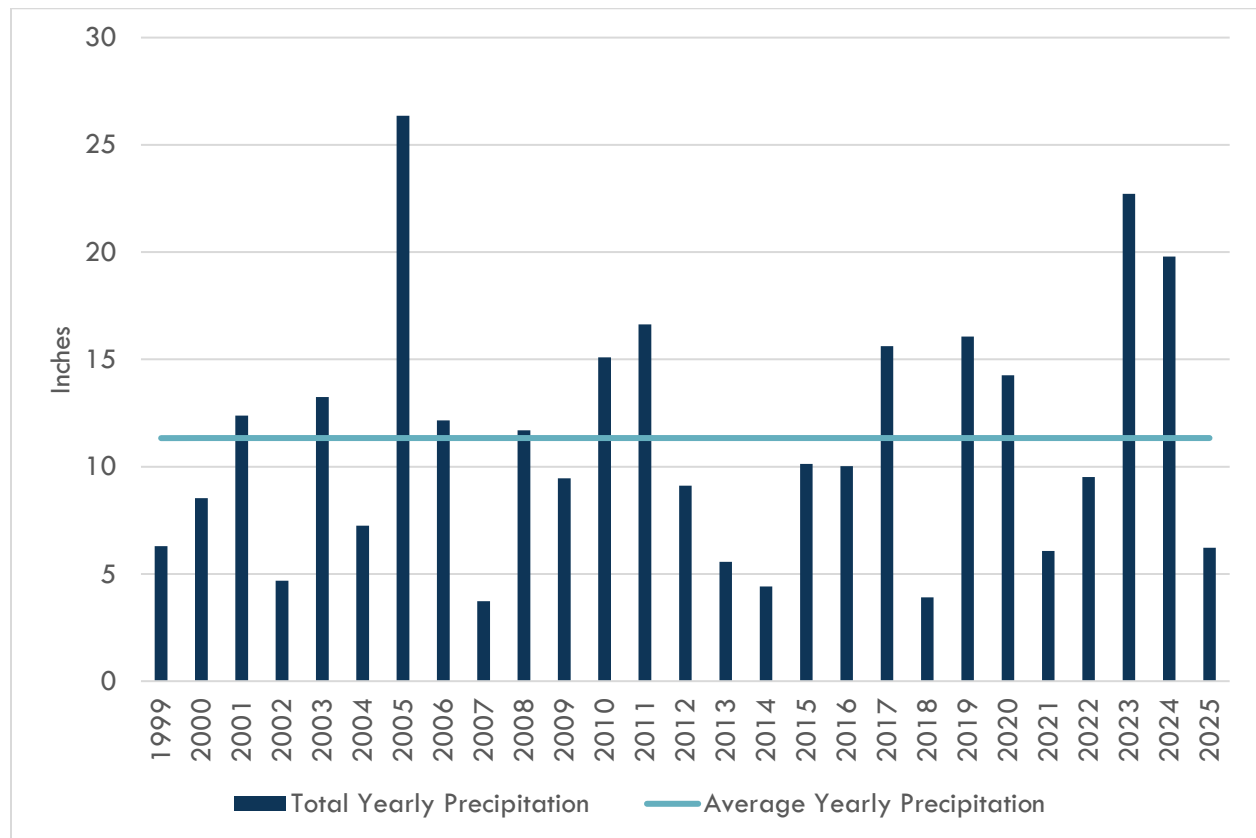
Figure 3-1- City of Chino Water Service Area and City Limits

### 3.3 Service Area Climate

The City’s service area climate is a mediterranean environment with a semi-arid environment with mild winters, warm summers, and moderate rainfall. Historical climate information was obtained from the National Oceanic and Atmospheric Administration, and from DWR’s California Irrigation Management Information System (CIMIS) Station 255 Chino collected from January 1998 through July 2025. On average, the annual total precipitation is 11.29 inches, with most of the precipitation occurring between December and March. Records show that the monthly average precipitation ranges from 0.02 inches in June to 2.87 inches in February. The annual average total evapotranspiration (ETo) is 49.97 inches. The highest ETo is experienced between April and September, with the peak occurring in July. The City’s monthly high temperature ranges from about 66.4 degrees Fahrenheit (°F) in December to 94.4 °F in August, with an average annual temperature of 66.5°F. Table 3-1 shows the average monthly climate data.

Figure 3-2 shows the annual precipitation from 1999 through 2025 and illustrates which years fall above or below the annual average precipitation for this period. Some years do not have data provided. As shown by this figure, 2018 was the driest year since, making water management more critical to ensure communities are prepared for the next drought.

**Figure 3-2- Annual Precipitation from 1999-2025**



## City of Chino

**Table 3-1- Average Monthly Climate Data**

<b>MONTH</b>	<b>AVERAGE TEMPERATURE (°F)</b>	<b>AVERAGE PRECIPITATION (INCHES)</b>	<b>AVERAGE ETO (INCHES)</b>
January	55.7	2.15	1.97
February	56.2	2.87	2.47
March	59.4	1.61	3.76
April	63.0	0.75	4.74
May	67.5	0.29	5.22
June	73.2	0.02	6.0
July	79.1	0.06	6.74
August	80.0	0.09	6.48
September	77.0	0.12	4.03
October	69.6	0.41	3.51
November	61.3	0.82	2.36
December	54.9	2.02	1.79
<b>MONTHLY AVERAGE:</b>	<b>66.5</b>	<b>0.93</b>	<b>4.16</b>

SOURCES: Historical average monthly precipitation and temperature information was obtained from the National Oceanic and Atmospheric Administration (<https://www.weather.gov/wrh/Climate?wfo=sgx>) from 1998 through 2025 (for Ontario International Airport). Historical monthly average ETo information was obtained from the California Irrigation Management Information Systems (<http://www.cimis.water.ca.gov>) and is based on data collected from Station 255 (Chino).

### 3.4 Service Area Population and Demographics

Southern California Association of Governments (SCAG) develops demographic and growth forecasts for the 2024 Connect SoCal Regional Transportation Plan (RTP) (Southern California Association of Governments, 2024), including projected population, households, and employment in 2019, 2035, and 2050 across approximately 13,062 traffic analysis zones (TAZs) in the SCAG region. SCAG publishes jurisdiction and TAZ-level data as geographic information system (GIS) shapefiles, which are intersected with supplier service areas to estimate growth

## City of Chino

units within those areas as shown in Table 3-2. Forecasts are based on land use data, the 2020 Census, and Cycle 6 Regional Housing Needs Assessment (RHNA), and are refined through local review, incorporating land use and zoning information, input from planners, and coordination with local and regional land use authorities.

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

	2019	2035	2050
<b>Population</b>			
Projection (SCAG)	85,857	95,038	106,632
Annual Growth Rate (Calculated)	-	0.64%	0.77%
<b>Employment</b>			
Projection (SCAG)	49,286	55,995	60,182
Annual Growth Rate (Calculated)	-	0.80%	0.48%
<b>Households</b>			
Projection (SCAG)	24,124	32,645	37,996
Annual Growth Rate (Calculated)	-	1.91%	1.02%

2020 Census data was used to determine Chino’s 2020 service area population. 2020 population data was then used in conjunction with the service area’s number of connections in 2020 to calculate a ‘persons-per-connection’ (PPC) factor of 4.1. This factor was then applied to the number of connections provided for 2025 to estimate the current population as of 2025. Annual growth rates for 2019-2050 were calculated from SCAG growth units in Table 3-2. Annual growth rates were applied to 2025 population to estimate 2030-2050 populations for the service area as shown in Table 3-3.

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

POPULATION SERVED	2020	2025	2030	2035	2040	2045	2050
<b>TOTAL:</b>	86,366	95,744	98,820	101,897	106,040	110,183	114,327

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

<sup>2</sup> Assumes a calculated PPC factor of 4.1.

Demographic and socioeconomic data for the City are reported in Table 3-4.

**Table 3-4- Chino Demographics and Socioeconomic Data**

<b>Race and Ethnicity</b>	
Hispanic or Latino	50%
White	17%
Black or African American	5%
American Indian and Alaska Native	<1%
Asian	26%
Native Hawaiian and Pacific Islander	<1%
Other or Multiple Races	2%
<b>Income and Households</b>	
Median Household Income	\$97,461
Percent Living at or Below Poverty Line	11%
Percent of households owning home	72%
Vacancy Rate	1%

Sources:

1. 2020 Decennial Census
2. 2024 American Community Survey 1-Year Estimates

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

### 3.5 Land Uses within Service Area

The City reviewed the current and projected land uses within its service area during the preparation of this 2025 UWMP. Information regarding current and projected land uses is included in the City’s 2021 Water Master Plan. The City is primarily residential in the north with industrial and warehouses in the south. The existing land uses within the City’s service area include residential (single-family and multi-family), commercial, industrial, institutional, agricultural, and open space. The projected land uses within the City’s service area are expected to remain similar to the existing land uses. Areas within the City’s service area continue to be developed. As a result, population within the City’s service area is anticipated to increase (as discussed in Section 3.4).

A discussion of the existing and projected water uses for the individual water use sectors within the City’s service area, which includes the different land uses, is provided in Section 4.2.1. As discussed in Section 2.3, the City coordinated the preparation of the 2025 UWMP with the Cities of Chino Hills and Ontario, the County of San Bernardino, and other agencies.

## City of Chino

**Table 3-5- Land Uses within City of Chino**

<b>Land Use Designation</b>	<b>Area (acre)</b>	<b>%</b>
Business Park (BP)	437	2.70%
Commercial General (CG)	339	2.09%
Commercial Neighborhood (CN)	44	0.27%
Commercial Office (CO)	87	0.54%
Commercial Regional (CR)	241	1.49%
Commercial Service (CS)	54	0.33%
General Industrial Zone (M2)	4,319	26.67%
Light Industrial (M1)	1,089	6.73%
Open Space Natural (OS 2)	709	4.38%
Open Space Recreational (OS 1)	975	6.02%
Public (P)	858	5.30%
Public School (PS)	124	0.76%
Residential (RD 1)	60	0.37%
Residential (RD 12-19)	240	1.48%
Residential (RD 20-30)	678	4.19%
Residential (RD 2-4)	471	2.91%
Residential (RD 4.5-7)	2,551	15.75%
Residential (RD 8-11)	2,915	18.00%
<b>Total</b>	<b>16,192</b>	<b>100%</b>

# 4

## Water Use Characterization

This section describes and quantifies Chino’s past, current, and future water use through 2050.

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### IN THIS SECTION

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

## 4.1 Non-Potable Versus Potable Water Use

Chapter 4 addresses the City's potable water demands. Recycled water demands are addressed separately in Section 6.3.2.1 and a summary is provided in Table 6-4. Raw water is not served by the City and is not applicable.

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

Chino provides potable water to its customers as described in further detail in the following sections.

### 4.2.1 Water Use Sectors Listed in Water Code

Water suppliers are required to identify water uses to the extent that records are available for each of the applicable water use sectors identified in CWC 10631(d). The City primarily serves potable water to customers, though it does supply a small amount of recycled water. Recycled water uses are described in Section 6.3.2.

The City serves the following water uses:

- **Single Family:** Single-family residential customers are typically on a lot with a free-standing building containing one dwelling unit that may include a detached secondary dwelling.
- **Multi-Family:** Multi-family residential customers are typically multiple dwelling units within one building or several buildings within one complex.
- **Commercial:** Commercial customers typically provide or distribute a product or service.
- **Industrial:** Industrial customers typically manufacture or process materials.
- **Landscape:** The City tracks the water use for landscape irrigation.
- **Agricultural:** The City tracks the water use for agricultural irrigation.
- **Other:** The City has accounts for other uses, which include hydrant accounts.
- **Distribution System Water Losses:** Distribution system water losses are the water losses from the point of water entry to the distribution system to the delivery point to the customer's system. Water losses are discussed in Section 4.2.3.

### 4.2.2 Past Water Use

Chino's actual water use by customer class from 2021-2025 is shown in Table 4-1. Historical demand trends have been considered as part of projected water use in Section 4.2.5 and water service reliability in Section 7.

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

Use Type	2021	2022	2023	2024	2025	% Average
Single Family	7,779	7,434	6,479	6,666	7,230	48%
Multi-Family	1,400	1,361	1,270	1,339	1,383	9%
Commercial	2,104	2,192	2,083	2,118	2,188	14%
Industrial	508	504	488	475	470	3%
Landscape	2,613	2,559	2,025	2,023	2,584	16%
Agricultural	16	17	15	15	24	>0%
Other (optional)	63	84	68	39	44	>0%
Distribution System Water Loss	1,230	1,373	1,658	1,419	1,400	9%
<b>Total:</b>	<b>15,713</b>	<b>15,524</b>	<b>14,085</b>	<b>14,094</b>	<b>15,324</b>	

### 4.2.3 Distribution System Water Losses

Distribution system water losses are the physical potable water losses from the point of water entry to the distribution system to the point of delivery to the customer’s system. Water loss can result from aging infrastructure, leaks, seepage, theft, metering inaccuracies, data handling errors, and other causes. Addressing water losses can increase water supplies and recover revenue. The City monitors its water loss and prepares an annual American Water Works Association (AWWA) Water Audit to estimate the volume of water loss. The City has submitted all required water loss audits to the State, as shown in Table 4-2.

## City of Chino

**Table 4-2- Water Loss Reporting - Retail**

Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program
CA3610012	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes

**NOTES:**

2020 AWWA: [AWWA-WAS-2020\\_validated093021.xls](#)

2021 AWWA: [AWWA-WAS-2021CA3610012\\_AC\\_rev2.xlsx](#)

2022 AWWA: [FWAS v6.0\\_release version 2022 - revised.xlsx](#)

2023 AWWA: [FWAS-CHINO-2023\\_VALIDATED \(1\).xlsx](#)

2024 AWWA: [City of Chino CY2024 - Validated Water Audit.xlsx](#)

CWC Section 10608.34 required the State Water Board to develop water loss performance standards for urban retail water suppliers to minimize water waste through system leaks. Water loss performance standards were developed through a rulemaking that became effective in 2023. Under the regulations, each supplier will be required to comply, by 2028, with an individualized volumetric water loss standard based on real loss, using the economic model developed by the State Water Board and the supplier’s own unique data. Real loss is the physical loss of water from water distribution systems, as opposed to apparent losses, which are revenue losses due to meter inaccuracies, billing errors, or unauthorized consumption. A supplier’s baseline water loss is calculated as the average water loss from at least three of the four water loss audits from 2017 – 2020. The real water loss performance standard is based on gallons per service connection per day (gpscd), or gallons per mile of pipe per day (gpm), depending on how the supplier reports real loss. Post-2028 compliance with volumetric water loss standards will be assessed every three years based on the average of the supplier’s real loss from the preceding three years, with an allowed variation of 5 gpscd above the supplier’s water loss standard. Apparent loss standards are equal to the baseline apparent loss and compliance is evaluated at the same time as compliance with the Real Water Loss Performance Standard.

Although the compliance period has not yet started, CWC Section 10631 (d)(3)(C) requires water suppliers to provide data in the UWMP to show whether the supplier met its State Water Board water loss performance standard.

Based on data released by the State on January 30, 2026, the City’s baseline real water loss is 43.7 gpscd and the real water loss standard is 19.0 gpscd, and the apparent loss standard is the baseline of 8.5 gpscd. As shown in Table 4-3, based on the most recent water loss audit

## City of Chino

from 2024, the City has not yet met the real water loss performance standard, but is working toward that goal by 2028. Section 9 discusses the City’s programs to assess and manage distribution system real loss.

**Table 4-3- Progress Towards 2028 Water Loss Standard**

<b>Public Water System ID # Reported in Submittal Table 2-1 R</b>	CA3610012
<b>Did the Water Board Calculate a Water Loss Standard for this Public Water System?</b>	Yes
<b>2028 Real Water Loss Standard per Unit per day</b>	19
<b>Units for Real Water Loss</b>	gpscd
<b>Number of Units</b>	23,052
<b>Volume of Total Real Loss (from AWWA Water Loss Audit)</b>	1,038
<b>Real Water Loss Per Unit per Day</b>	40.2
<b>2028 Apparent Water Loss Standard per Unit per Day</b>	8.5
<b>Units for Apparent Water Loss</b>	gpscd
<b>Number of Connections</b>	23,052
<b>Volume of Total Apparent Loss (from AWWA Water Loss Audit)</b>	201
<b>Apparent Water Loss Per Unit per Day</b>	7.8

### 4.2.4 Current Water Use

In 2025, the City provided 15,324 AF of water to its customers as shown in Table 4-4.

**Table 4-4- Total Potable and Non-Potable Water Use - Retail**

Use Type	2025 Actual	
	Potable or Non-Potable	Volume
Single Family	Potable	7,230
Multi-Family	Potable	1,383
Commercial	Potable	2,188
Industrial	Potable	470
Landscape	Potable	2,584
Agricultural	Potable	24
Other (optional)	Potable	44
Distribution System Water Loss	Potable	1,400
<b>Total:</b>		<b>15,324</b>

### 4.2.5 Projected Water Use

The “Making Conservation a California Way of Life” Regulation (CWOL Regulation) establishes unique water budget-based Urban Water Use Objectives (UWUO) for each urban retail water supplier in the State. The CWOL Regulation requires suppliers to calculate an annual UWUO consisting of these core components:

UWUO = Residential Indoor Water Use Budget + Residential Outdoor Water Use Budget + Commercial, Industrial, and Institutional (CII) Dedicated Irrigation Meters (DIM) Outdoor Water Use Budget + Real Water Loss Budget.

Each component has associated water efficiency standards that become increasingly stringent through 2040 as shown in Table 4-5. The key standards are residential indoor GPCD, Landscape Efficiency Factors (LEF), and real water loss measured in gpcsd. Annually updated supplier-specific input data is also required for population, climate, landscapes, and real water losses. The UWUO does not include some uses, such as CII indoor use or other uses that are considered “Excluded Demands.”

**Table 4-5- Water Efficiency Standard by Reporting Period**

Year	Residential Indoor GPCD	Residential Outdoor LEF	CII DIMs	Real Water Loss Budget <sup>1</sup>
FY 23/24	55	0.8	Actual Reported “Landscape” Volume	Actual Reported or Budget
FY 25/26	47	0.8	Actual Reported “Landscape” Volume	Actual Reported or Budget
FY 30/31	42	0.8	0.8 LEF (starts July 1, 2028)	Budget (starts July 1, 2027)
FY 35/36	42	0.63	0.63 LEF	Budget
FY 40/41	42	0.55	0.45 LEF	Budget

Note: <sup>1</sup> Budget = City standard for real water loss (gallons per service connection per day) applied to total service connections.

DWR and the State Water Board have developed an annual reporting framework, tools, and guidance for calculating the UWUO and comparing it to the actual use for that year. The State Water Board’s “Water Use Objective Exploration Tool” allows users to enter varying efficiency standards and baseline year(s) of input data to calculate and visualize a comparison of historic demand to the UWUO with selected standards. The State Water Board’s “Annual UWUO and Water Use Report” tool pre-populates input data and standards for the given reporting year. To

## City of Chino

project demands for this UWMP, a demand tool that aligns with the framework, data, and calculations of the State Water Board's tools was used and expanded to allow for forecasting future years' demand considering future efficiency standards, supplier input data, and growth assumptions.

Supplier input data and growth assumptions used in this UWMP for future years are shown in Table 4-6. Projected growth for residential indoor usage is associated with population projections described in Section 3.4. Residential landscape area growth is associated with the historic connections growth rate. The historic landscape area provided by the State in its UWUO tools was divided by the 2025 residential service connections to create a landscape area per connection factor that was applied to future connections to account for growth. CII DIM Landscape connections were assumed to scale with the historic connections growth rate. Excluded demand growth was assumed to scale with the ratio of historic Excluded Demand to the UWUO applied to future UWUO estimates. The real water loss standard is applied to the sum of all projected future connections.

**Table 4-6- UWUO Components Growth Assumptions**

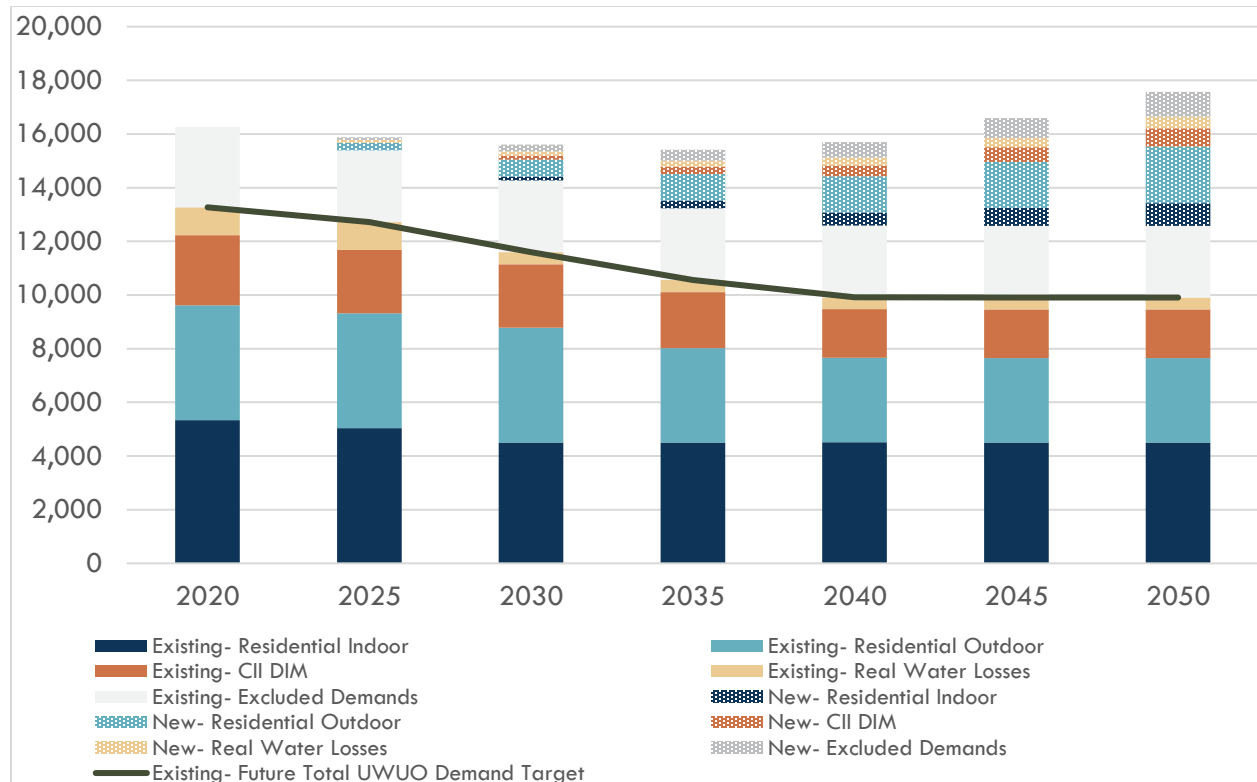
<b>UWUO Component</b>	<b>City Input Data</b>	<b>Input Data for Growth</b>	<b>Associated Assumption</b>
Residential Indoor	Population	2025-2050 population	See Section 3.4
Residential Landscape	Landscape area & annual climate data	2025 Irrigable Irrigated Residential Landscape Area per Service Connection scaled to future connections.	Historic connections growth rate applied to connections. Historic average climate data from the State is used for future years.
CII DIM Landscape	Water use	Historic Landscape water use per service connection scaled to future connections.	Historic connections growth rate applied to "Landscape" connections.
Real Water Loss	Connections	City standard for Real Water Loss (gpscd) applied to future total connections.	Sum of future connections including UWUO & Excluded Demand categories connections.
Excluded Demand (not included in UWUO but included in total demand)	Water use		Ratio of historic Excluded Demand to UWUO applied to future UWUO estimates.

Future efficiency standards (see Table 4-5) were applied to existing customer residential population, residential landscaped area, CII landscape usage, and total connections. These

## City of Chino

demand components for existing customers are shown to reduce over time as the standards become more stringent. Excluded demands were assumed to grow at the ratio of historic Excluded Demand to the UWUO. The most stringent standards in Table 4-5 for FY 40/41 were applied to all new growth connections for all time periods, recognizing that new construction will comply with efficient building codes. The resulting projected UWUO, excluded demands, and total demands for both existing and new growth connections are shown in Table 4-7 and Figure 4-1.

**Figure 4-1- UWUO Projections by Component, AFY**



**Table 4-7- UWUO Projections by Component, AFY**

	<b>2030</b>	<b>2035</b>	<b>2040</b>	<b>2045</b>	<b>2050</b>
Existing- Residential Indoor	4,504	4,504	4,517	4,504	4,504
Existing- Residential Outdoor	4,282	3,511	3,148	3,148	3,148
Existing- CII DIM	2,361	2,091	1,805	1,805	1,805
Existing- Real Water Losses	450	450	451	450	450
<i>Existing- Future Total UWUO Demand Target</i>	11,597	10,556	9,921	9,907	9,907
<i>Existing- Excluded Demands</i>	2,671	2,671	2,671	2,671	2,671
<i>Existing- Total Demand</i>	14,267	13,226	12,591	12,578	12,578
New- Residential Indoor	145	289	486	679	844
New- Residential Outdoor	637	991	1,345	1,699	2,111
New- CII DIM	137	273	410	547	679
New- Real Water Losses	171	232	294	354	440
<i>New- Total UWUO Demand</i>	1,089	1,786	2,535	3,279	4,073
<i>New- Excluded Demands</i>	246	403	572	740	920
<i>New- Total Demand</i>	1,335	2,189	3,107	4,019	4,993
<i>Existing &amp; New- Total UWUO Demand</i>	12,686	12,342	12,455	13,186	13,981
<i>Existing &amp; New- Excluded Demands</i>	2,916	3,074	3,243	3,411	3,590
<i>Existing &amp; New- Total Demand</i>	<b>15,603</b>	<b>15,415</b>	<b>15,698</b>	<b>16,597</b>	<b>17,571</b>

While the City intends to meet the UWUO, it was also considered that demands may continue in alignment with historic patterns initially and take more time to reach direct alignment with the UWUO. Therefore, demands used for the purposes of supply reliability planning are assumed to trend from a historic baseline pattern downward to the UWUO by 2050.

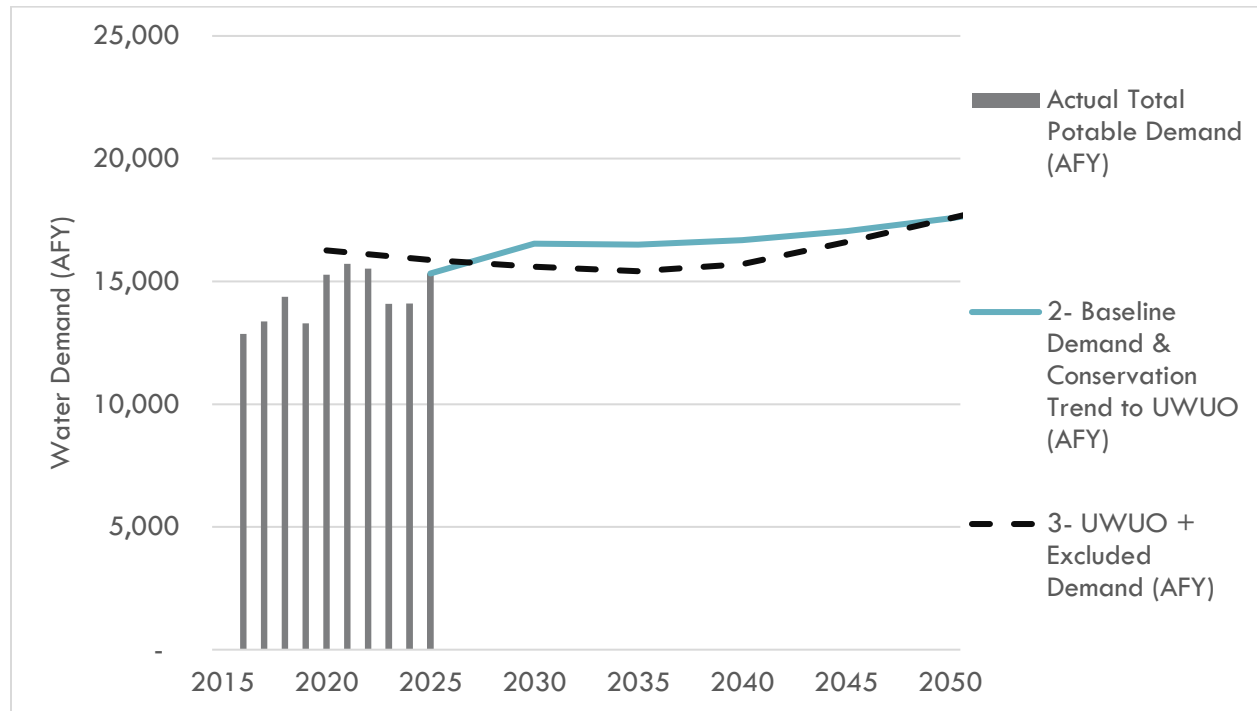
A historic baseline demand per connection per customer type is used to approximate current “normal” demand patterns representative of a range of conditions for influential factors impacting demand, known as “demand drivers.” A key demand driver is rainfall. Ideal baseline years incorporate impacts of dry and wet years since demand typically fluctuates with rainfall due to the need for more irrigation in dry years and less in wet years. For this UWMP, a baseline period of 2021-2025 is used, which captures one average year, two wet years, and two dry years. Using demands in these years, a baseline water use was established for each connection type, then reduced at a constant rate to meet the UWUO water use for that connection type by 2050.

**Figure 4-2 shows the UWUO and the baseline trend to the UWUO projection scenario and**

Table 4-8 presents the projected demand by customer type through 2050 for this UWMP.

## City of Chino

**Figure 4-2- Historic and Projected Demand, AFY**



**Table 4-8- Projected Potable and Non-Potable Water Use - Retail**

Use Type	Additional Description	Projected Water Use					
		Potable or Non-Potable	2030	2035	2040	2045	2050
Single Family		Potable	8,070	8,009	8,070	8,230	8,472
Multi-Family		Potable	1,437	1,371	1,327	1,302	1,292
Commercial		Potable	2,395	2,599	2,803	3,007	3,211
Industrial		Potable	524	554	584	615	645
Landscape		Potable	2,513	2,197	1,966	1,804	1,699
Agricultural		Potable	38	51	64	77	90
Other (optional)		Potable	26	8	(10)	(29)	(46)
Distribution System Water Loss		Potable	1,538	1,705	1,873	2,041	2,208
<b>Total:</b>			<b>16,541</b>	<b>16,495</b>	<b>16,677</b>	<b>17,047</b>	<b>17,571</b>

**Table 4-7,**

Table 4-8, and Table 4-9 satisfy the requirement to include anticipated water conservation savings when developing future demand projections demand estimates for the next 25 years

since they account for water efficiency standards set by the State for the UWUO. The City is complying with and planning for UWUO standards as described in Sections 5 and 9.

### 4.3 Water Use for Lower-Income Households

Senate Bill 1087 requires that water use projections in a UWMP include projected water use associated with single-family and multi-family residential housing for lower-income households, as identified in the housing elements of any city, county, or city or county within the City’s service area. The RHNA establishes housing needs for each jurisdiction over the applicable planning period. SCAG adopted the 6th Cycle RHNA Allocation Plan, which covers the planning period from October 2021 through October 2029 (Southern California Association of Governments, 2021) SCAG’s population and household projections inform the RHNA Allocation Plan and are used in the determination and allocation of housing needs, including lower-income housing, for individual jurisdictions. The population projections in this UWMP are based on SCAG projections for the service area and therefore also incorporate the lower-income housing projections. The projected demands in this UWMP represent water use from all future growth and are inclusive of water use for lower income households.

**Table 4-9- Inclusion in Water Use Projections**

<b>Are Future Water Savings Included in Projections?</b>	Yes
<b>Are Lower Income Residential Demands Included in Projections?</b>	Yes

### 4.4 Climate Change Considerations

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

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

Higher temperatures decrease the amount of water available for groundwater recharge and for surface water sources while increasing water use, especially for outdoor use. Reductions in future supply due to impacts associated with climate change were considered as part of the projected supply discussed in Section 6 and Section 7. Impacts to future water use patterns due to climate change factors were considered as part of the demand projections provided in Section 4.



# 5

## SBX7-7 Compliance & Future Water Use Efficiency Requirements

This section describes compliance with the Water Conservation Act of 2009, also known as Senate Bill 7 of Special Extended Session 7 (SBX7-7). The section demonstrates compliance with the 2020 SBX7-7 target and discusses future water use efficiency requirements.

---

### IN THIS SECTION

- Compliance and Future Water Use Efficiency Requirements

## 5.1 Compliance and Future Water Use Efficiency Requirements

SBX7-7 was incorporated into the UWMP Act in 2009 and required that all water suppliers increase water use efficiency with the overall goal to decrease per-capita water consumption within the state by 20 percent by the year 2020.

SBX7-7 required DWR to develop certain criteria, methods, and standard reporting forms through a public process that water suppliers could use to establish their baseline water use and determine their water conservation targets. SBX7-7 and DWR's Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use (State of California Department of Water Resources, 2021) specify methodologies for determining the baseline water demand, 2015 interim urban water use target, and the 2020 urban water use target for the City as described in the 2020 UWMP. This section also demonstrates that the City achieved its 2020 water use target.

Table 5-1 below establishes the City's 2020 actual and 2020 target GPCD. As shown, the City met its 2020 target. Most recently, in 2025, the water use was 143 GPCD, which is well below the 2020 target of 189 GPCD.

**Table 5-1- SBX7-7 2020 Target Progress**

2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?
189	169	Yes

New water use efficiency standards from the CWOL Regulation supersede SBX7-7 standards. In 2018, two policy bills were enacted by the California Legislature, Assembly Bill 1668 (AB1668, 2018) and Senate Bill 606 (SB606, 2018), collectively referred to as the "2018 Water Conservation Legislation." Based on the 2018 Water Conservation Legislation, related legislation, and subsequent adoption of the CWOL Regulation, each urban retail water supplier must comply with its UWUO. DWR and the State Water Board have developed a reporting framework for calculating the UWUO and compliance annually with efficiency standards becoming increasingly stringent through 2040.

The demand projections in this UWMP are based on the City meeting its estimated future UWUO, as described in Section 4.2.5 in order to plan and implement necessary demand management measures (described in Section 9) to support meeting the UWUO. Demand Mitigation Measures and UWUO compliance planning enhance resiliency for drought and other water shortage conditions as described in Sections 7, 8, and 9.

# 6

## Water Supply Characterization

This section describes and quantifies Chino’s current and projected potable and non-potable water supplies. It provides a narrative description of each supply source and quantifies the supply availability for each supply source identified.

---

### IN THIS SECTION

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

## 6.1 Potable Water Supply Sources

The City currently produces groundwater from the Chino Basin. The City’s share of the Operating Safe Yield is 7.357 percent (Watermaster, November 21, 2024). Over the past ten years, the City has produced an average of 5,446 AFY from the Chino Basin, meeting the remainder of demands with purchased water. Table 6-1 shows production for the last five years. The City’s production in 2025 and projected production from the Chino Basin, over the next 25 years in five-year increments, is provided in Table 6-9.

**Table 6-1- Groundwater Volume Pumped - Retail**

Groundwater Type	Potable or Non-Potable	Location or Basin Name	2021	2022	2023	2024	2025
Alluvial Basin	Potable	Chino Basin	6,133	6,193	5,569	5,858	6,186
<b>Total:</b>			<b>6,133</b>	<b>6,193</b>	<b>5,569</b>	<b>5,858</b>	<b>6,186</b>

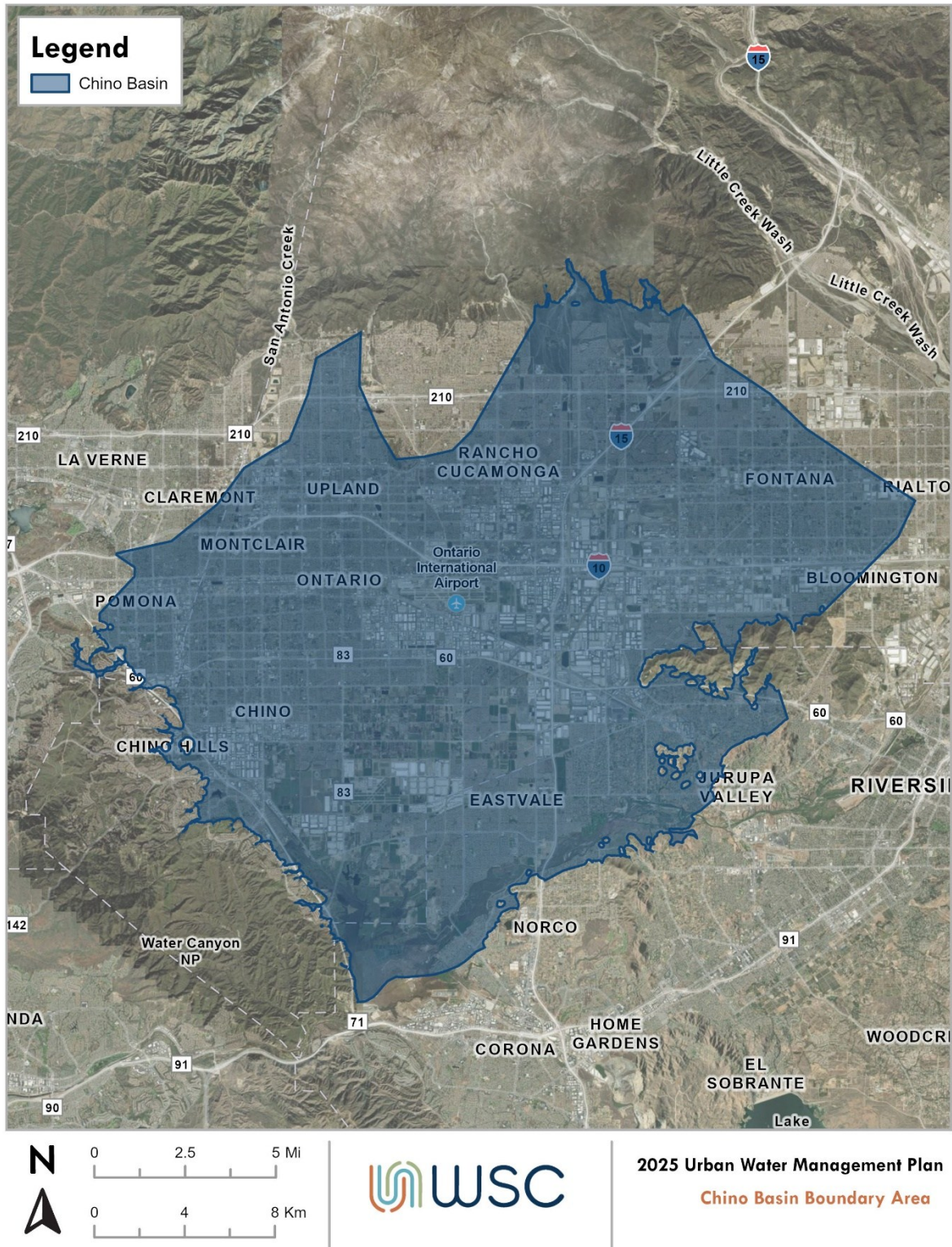
### 6.1.1.1 Description

The Chino Basin is located within the Upper Santa Ana Valley within San Bernardino County and is bounded on the east by the Rialto-Colton fault; on the southeast by the contact with impermeable rocks forming the Jurupa Mountains; on the south by impermeable rocks of the Puente Hills and by the Chino fault; on the northwest by the San Jose fault; and on the north by the impermeable rocks of the San Gabriel Mountains and by the Cucamonga fault. The location of the Chino Basin is provided in Figure 6-1. The surface area of the Chino Basin is approximately 154,000 acres (or 240 square miles). The San Antonio Creek and Cucamonga Creek drain the Chino Basin area southward and flow into the Santa Ana River. Pursuant to DWR Bulletin 118 (for Basin Number 8-2.01), the Chino Basin is a subbasin of the Upper Santa Ana Valley Groundwater Basin and has a total storage capacity of approximately 5,000,000 AF.

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

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Figure 6-1- Chino Basin Boundary Area



### 6.1.1.2 Sustainable Groundwater Management Act

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

### 6.1.1.3 Adjudication

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

The Chino Basin Judgment originally established a Safe Yield for the Chino Basin of 140,000 AFY. The Safe Yield is typically recalculated every 10 years and is defined in the Chino Basin Judgment as "the long-term average annual quantity of ground water (excluding replenishment of stored water but including return flow to the Basin from use of replenishment or stored water) which can be produced from the Chino Basin under conditions of a particular year without causing an undesirable result". Pursuant to the most recent Safe Yield reset effective in 2020, the Safe Yield for the Chino Basin is currently 131,000 AFY (effective July 1, 2020, to June 30, 2030).

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

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

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

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

The City is a member of the Appropriative Pool. Per the Judgment, the City has appropriative rights to 7.357 percent of the OSY. With an OSY of 40,834 AF, the City's current appropriative right is approximately 3,004 AFY.

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

In addition to the water rights described above, the City has rights to groundwater held in the Chino Basin as described below:

### Land Use Conversion

When land is converted from agricultural to urban use, water rights are permanently transferred from the Overlying Agricultural Pool to the Appropriative Pool. As of FY 2024-2025, the City receives 158.440 AFY of pumping rights from land use conversions. Land use conversions assign the increase in Appropriative Pool rights to the party whose sphere of influence includes the converted land, thus the City's rights come to a total of 9,749.234 AF.

### Annual Unused Overlying Agricultural Pool Rights

The Chino Basin Watermaster also reallocates the unused portion of the Chino Basin Safe Yield from the Overlying Agricultural Pool to the Appropriative Pool members' rights in any year. These transfers are permanent if agricultural land has been converted to non-agricultural use (described above), or temporary if agricultural pool extractions are less than their share of the Safe Yield. Because these rights are not permanent, they are not included in Chino Basin rights in this UWMP.

### Groundwater Storage Accounts

The City has rights to store water in the Chino Basin through the Appropriative Pool. The City holds water in both Excess Carryover accounts and Local Supplemental accounts. As of June 30, 2025, the City has 124,152.2 AF in storage. Storage account mechanisms are described in Section 6.1.1.4.

#### 6.1.1.4 Adjudication

##### 6.1.1.4.1 Chino Basin Optimum Basin Management Program

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

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

## City of Chino

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

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

### 6.1.1.4.2 Chino Basin Storage Management Plan

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

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

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

The City has Excess Carryover and Local Supplemental accounts. The City also participates in the Dry Yield Year (DYY) Program, which is currently the only Storage and Recovery Program in the Chino Basin.

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### 6.1.1.4.3 Dry Year Yield Program

MWD's Dry-Year Yield Program (DYYP) is the only active Storage and Recovery Program in Chino Basin. This program is a water exchange as discussed in Section 6.5.1.

### 6.1.1.4.4 Groundwater Clean-up

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

## 6.1.2 Chino Desalter Authority

The City purchases treated Chino Basin groundwater from the Chino Basin Desalter Authority (through the "Amended and Restated Water Purchase Agreement, January 1, 2011" contract between the City and CDA).

The City's current contract entitlement is 5,000 AFY. Over the past ten years, the City has purchased an average of 4,967 AFY from CDA.

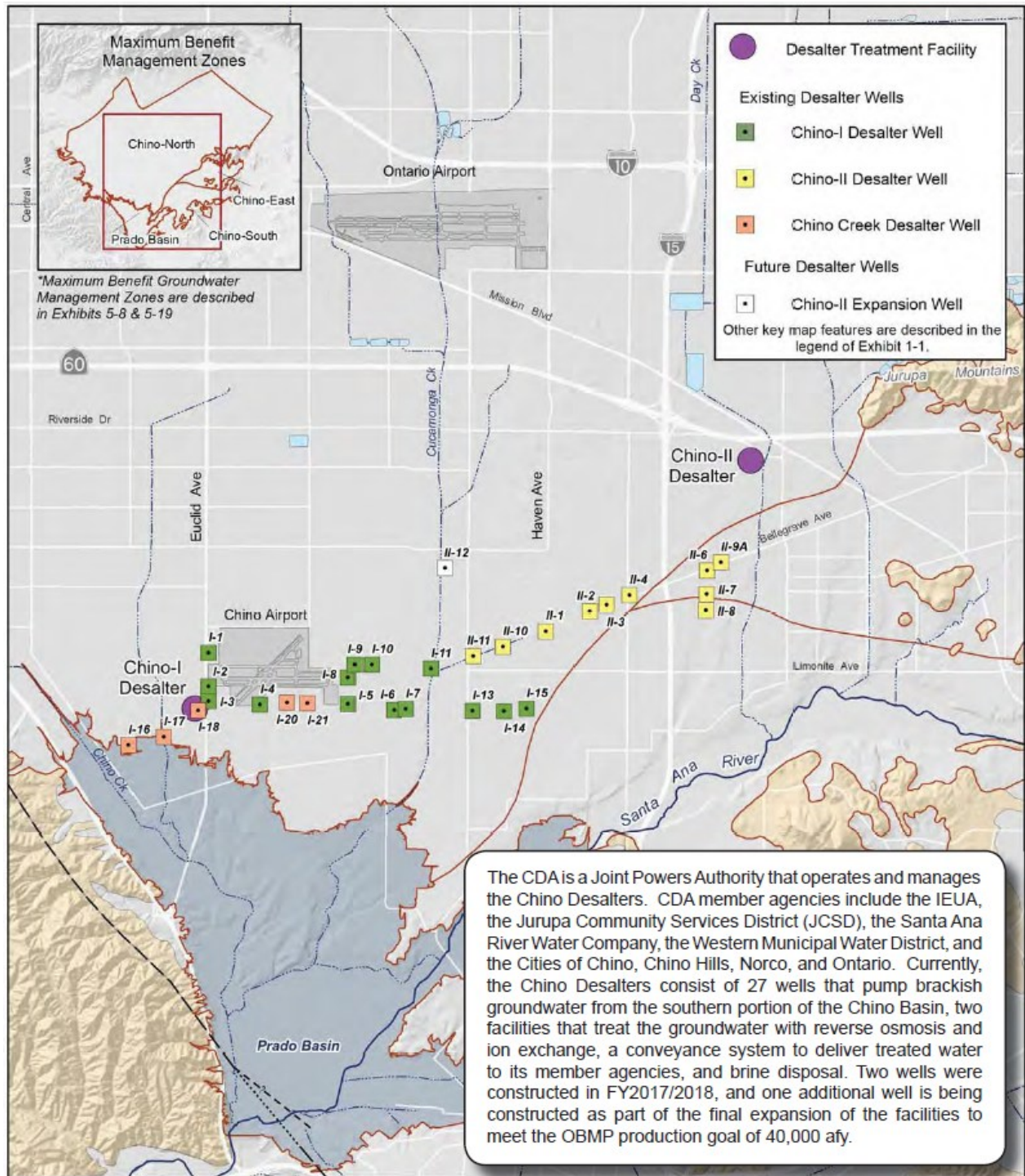
The City's purchases in 2025 and projected purchases from CDA over the next 25 years, in five-year increments, are provided in Table 6-9.

### 6.1.2.1 Agreement

On September 25, 2001, the Chino Basin Desalter Authority was formed under a Joint Exercise of Powers Agreement (JPA) to remove salts from brackish groundwater extracted from the lower Chino Basin. The area which receives water supplies from CDA is 304 square miles. A map showing CDA Desalter facilities and associated wells is provided in Figure 6-2.

CDA removes salts from brackish groundwater extracted from the lower Chino Basin through the Chino I and II Desalter facilities. The Chino I Desalter is located in the City of Chino and commenced operation in 2001 and was expanded in 2005 to have a total capacity of 14.2 million gallons per day (MGD). The Chino I Desalter includes reverse osmosis, ion exchange, and air stripper treatment for treating brackish water and removing nitrate and VOCs. The Chino II Desalter is located in Jurupa Valley and began operation in 2006 and was expanded in 2011 and again in 2017 to have a total capacity of 33 MGD. The Chino II Desalter includes reverse osmosis and ion exchange treatment for treating brackish water and removing nitrate. Following the expansion, CDA constructed the Concentrate Reduction Facility in 2017, which utilizes chemical softening to remove the limiting foulants (specifically, calcium and silica) from the reverse osmosis concentrate. CDA completed the South Archibald Plume Project in 2021 which included a new well to produce groundwater contaminated with TCE, conveyance to the Chino II Desalter, and air stripping treatment.

Figure 6-2- Location of CDA Facilities



Source: (Chino Basin Optimum Management Program, 2018)

Treated water is distributed to CDA’s member agencies which include the City of Chino, City of Chino Hills, City of Norco, City of Ontario, Inland Empire Utilities Agency, Jurupa Community

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Services District, Santa Ana River Water Company, and Western Municipal Water District which provide water service within Riverside County and San Bernardino County. The OBMP included a long-term goal to produce 40,000 AF from the Chino Basin annually for the purpose of groundwater cleanup and hydraulic control of contaminant migration into the Santa Ana River, and to prevent loss of beneficial water for use in the basin.

A portion of the production is in-lieu of those CDA member agencies producing an equal amount of groundwater from their own groundwater wells using their individual water rights. An additional portion of the production is temporarily assigned as “controlled overdraft.” Pursuant to the Chino Basin Judgment, a total of 200,000 AF was authorized for controlled overdraft between the period of 1978 through 2017. In 2007, the Peace II Agreement was adopted to establish measures for achieving hydraulic control of the Chino Basin. One of the measures put forth included increasing the authorized controlled overdraft to 600,000 AF. This is a 400,000 AF increase from the original 200,000 AF authorized in the Chino Basin Judgment and is available for utilization until December 31, 2030, per the Peace II Agreement. For the balance of the production, the Chino Basin Watermaster levies an annual Replenishment Assessment to purchase replenishment water to replace that overproduced water. Each of CDA’s member agencies is responsible for paying a Replenishment Assessment for their purchases in excess of their respective water rights allocated to the program.

### 6.1.3 Water Facilities Authority

The City purchases treated, imported water supplies from WFA. Over the past ten years, the City has purchased an average of 3,902 AFY from WFA. The City’s purchases in 2025 and projected purchases from WFA over the next 25 years, in five-year increments, are provided in Table 6-9.

#### 6.1.3.1 Agreement

The City purchases treated, imported surface water from WFA through the “Second Revised and Restated Installment Purchase Agreement Relating to Water Facilities Authority Water Treatment Plant and Refunding of Outstanding Refunding Certificates of Participation, September 1, 1997” contract between the City and WFA (see Appendix G). On February 19, 1980, WFA was formed under a JPA to acquire and construct facilities to supply and distribute potable water to its member agencies. WFA’s service area is located within Chino Basin’s boundaries in the western portion of San Bernardino County. WFA’s member agencies include the Cities of Chino, Chino Hills, Ontario, Upland, and the Monte Vista Water District. The area which receives water supplies from WFA is approximately 148 square miles.

WFA purchases untreated imported water from MWD of Southern California through Inland Empire Utilities Agency. WFA owns and operates the Agua de Lejos Treatment Plant located in the City of Upland. The Agua de Lejos Treatment Plant is a conventional surface water treatment facility that treats and disinfects imported water supplies. The Agua de Lejos Treatment Plant began operating in 1988 and has a treatment capacity of 81 MGD. The City has rights to 0.5 MGD of the Agua de Lejos supply.

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### 6.1.4 City of Ontario

The City has purchased water supplies from the City of Ontario and the City of Upland through an emergency intertie. Purchases from Ontario and Upland are not a part of the City's normal supply plan and are not included in the supply projections.

### 6.1.5 Surface Water

The City does not directly use surface water to meet its water demands.

## 6.2 Stormwater

The City does not directly use stormwater to meet its water demands.

## 6.3 Wastewater and Recycled Water

### 6.3.1 Wastewater Collection, Treatment, and Disposal

Wastewater generated by the City is treated by IEUA. IEUA provides sewage utility services to seven contracting agencies including the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Upland, and Cucamonga Valley Water District. Wastewater is collected within the City's local sewer collection system. The City's local sewers tie into IEUA's regional trunk sewers, including 90 miles of regional sewage interceptors. The regional sewer lines deliver wastewater to one or more regional plants owned by IEUA for treatment. IEUA owns and operates five regional water recycling plants:

- Regional Water Recycling Plant No. 1 (RP-1) has a treatment capacity of 44 MGD.
- RP-2 does not have any liquid treatment processes and does not produce any recycled water.
- RP-4 has a treatment capacity of 14 MGD.
- RP-5 has a treatment capacity of 15 MGD.
- Carbon Canyon Water Recycling Facility (CCWRF) has a treatment capacity of approximately 9.5 MGD.

Wastewater is treated through various processes including preliminary screening, grit removal, primary clarification, secondary treatment, tertiary treatment, dechlorinating, solids thickening, anaerobic digestion, and dewatering. With the exception of RP-2, the regional plants can produce tertiary-treated, Title 22-quality recycled water.

The locations of IEUA's regional plants are provided in Figure 6-3 below. Wastewater collected by the City in 2025 is provided in Table 6-2, and wastewater treatment and end uses is provided in Table 6-3.



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Table 6-2- Wastewater Collected Within Service Area in 2025

Wastewater Collection		Recipient of Collected Wastewater		
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2025	Name of Wastewater Treatment Plant (WWTP) and Place ID Number	Is WWTP Located Within UWMP Area?
IEUA	Estimated	3,453	IEUA Carbon Canyon WWRF, Place ID 259184	Yes
IEUA	Estimated	0	IEUA Carbon Canyon WWRF, Place ID 259184	Yes
IEUA	Estimated	3,187	IEUA Carbon Canyon WWRF, Place ID 259184	Yes
<b>Total Wastewater Received from UWMP Service Area in 2025:</b>		<b>6,641</b>		

Note: Row 2 and 3 of table describe facility RP-2 and RP-5 respectively.

Table 6-3- Wastewater Treatment and End Uses in 2025

Wastewater Treatment Plant Name and Place ID Number	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area?	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R)	Total 2025 Volume of Water Treated	2025 Outcomes of Treated Wastewater					
				Water Recycled Within UWMP Service Area	Water Recycled Outside of UWMP Service Area	Effluent Discharge that is not a Permitted Recycled Water Use	Required Discharge for Instream Flow	Delivered to Another Entity for Additional Treatment	
				Volume	Volume	Volume	Volume	Volume	Name of other entity
IEUA Carbon Canyon WWRF, Place ID 259184	Yes	3,453	3,453	1,806	480	1,168			
IEUA Carbon Canyon WWRF, Place ID 259184	Yes	0	0	0	0	0			
IEUA Carbon Canyon WWRF, Place ID 259184	Yes	3,187	3,187	1,702	439	1,047			
<b>Total:</b>		<b>6,640</b>	<b>6,640</b>	<b>3,508</b>	<b>918</b>	<b>2,215</b>			

Note: Row 2 and 3 of table describe facility RP-2 and RP-5 respectively.

## 6.3.2 Recycled Water System

The City's recycled water supplies are produced by IEUA. Over the past ten years, recycled water demands within the City have averaged approximately 5,238 AFY.

IEUA owns and operates the CCWRF, which is located within the City and produces recycled water serving Chino and other IEUA member agencies. The City purchases recycled water from IEUA and distributes it through its recycled water system to eligible customers.

Recycled water within the City is primarily used for industrial, landscape irrigation, agricultural, and construction purposes. The City began delivering recycled water in FY 1998-1999 and has expanded its recycled water distribution system since development of The Preserve residential community, College Park with new communities, and the conversion of potable water customers to recycled water over time in coordination with IEUA.

### 6.3.2.1 Recycled Water Demand and Projected Use

The City uses recycled water for industrial, landscape irrigation, agricultural, and construction purposes and continues to expand recycled water service where feasible. Planned expansions include extending service to additional parks, schools, and commercial landscape areas and retrofitting existing irrigation systems to accommodate recycled water.

Projected recycled water deliveries are based on historical use and anticipated system expansions. Table 6-9 presents current and projected recycled water deliveries through the planning horizon.

The recycled water supply projections shown in Table 6-4 are equal to the City's projected recycled water demand, and IEUA has confirmed that sufficient supply is expected to be available to meet these future direct recycled water demands.

The City's projected recycled water demands over the next 25 years, in five-year increments, are provided in Table 6-9. Table 6-5 compares the 2020 UWMP projected recycled water use for 2025 to the actual 2025 recycled water use.

## City of Chino

**Table 6-4- Recycled Water Direct Beneficial Uses - Retail**

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL):			IEUA					
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL):			Chino					
					<b>Potential Recycled Water Use Volumes</b>			
Use Type	Potable or Non-Potable	Additional Information	2025	2030	2035	2040	2045	2050
Agricultural irrigation	Non-potable		1,223	1,450	1,300	1,100	900	700
Landscape irrigation	Non-potable		2,166	2,369	2,615	2,887	3,188	3,520
Industrial use	Non-potable		19	21	23	26	28	31
Groundwater recharge Indirect Potable Reuse (IPR)			2,151	2,375	2,622	2,895	3,196	3,529
Other (Description Required)	Non-potable	Hydrant meter	96	100	105	110	115	120
<b>Subtotal Potable</b>								
<b>Subtotal Non-Potable</b>			<b>3,504</b>	<b>3,940</b>	<b>4,043</b>	<b>4,123</b>	<b>4,231</b>	<b>4,371</b>
<b>Total</b>			<b>5,655</b>	<b>6,314</b>	<b>6,665</b>	<b>7,018</b>	<b>7,427</b>	<b>7,900</b>

**Table 6-5- 2020 UWMP Recycled Water (RW) Projection Compared to 2025 Actual - Retail**

Use Type	2020 Projection for 2025	2025 Actual Use
Agricultural irrigation	2,197	1,223
Landscape irrigation (exc golf courses)	2,302	2,166
Industrial reuse		19
Groundwater recharge (IPR)		2,151
Other (Description Required)		96
<b>Total:</b>	<b>4,500</b>	<b>5,655</b>

### 6.3.2.2 Actions to Encourage and Optimize Future Recycled Water Use

The City plans to continue to increase delivery capacity and expand the recycled water system to serve additional customers. Any additional recycled water supplies that can offset imported water purchases will make projects more viable. Consequently, the economic value of a recycled water system continues to increase. The City is evaluating potential methods, including the viability of making conversion to recycled water mandatory for those customers with non-potable supplies that are in proximity to an existing or planned recycled water pipeline, to expand future recycled water use. These potential methods are tabulated in Table 6-6 but expected increases in recycled water use are unknown at this time.

**Table 6-6- Methods to Encourage Future Recycled Water Use**

Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use
Retrofits	Retrofit landscape irrigation systems	Ongoing	0
Recycled Water Distribution System Expansion	Expand existing recycled water distribution system	Ongoing	0
<b>Total</b>			<b>0</b>
<b>Unit Conversion to AF</b>			

## 6.4 Desalinated Water Opportunities

The City purchases desalinated brackish groundwater from CDA as described in Section 0. Additional production of desalinated brackish groundwater from the Chino Basin is not anticipated since there are no additional regulatory or judicial drivers for desalination outside of the current scope of CDA, and new production from the Chino Basin could be placed where water quality is favorable.

Desalination of ocean water is not practical currently due to distance from the ocean.

## 6.5 Water Exchanges and Transfers

### 6.5.1 Exchanges – Dry Year Yield Program

The DYYP is a groundwater storage and recovery program where supplemental water is stored in the Chino Basin during surplus years and recovered in dry years in-lieu of imported water from MWD through IEUA. The DYYP allows maximum use of imported water supplies available during wet years and stored groundwater in the Chino Basin during dry years. The DYYP can store up to 100,000 AF with maximum replenishment of 25,000 AFY and maximum extraction of 33,000 AFY. At the end of FY 2024-2025, there was approximately 64,000 AF within the DYYP account. The agreement that authorized the DYYP will expire in 2028 and is not planned to be extended, so it is anticipated that MWD will recover all its water stored under the DYYP Program by 2028.

When the City is required to extract MWD's stored water, MWD pays for the operation and maintenance costs, and the City pays MWD (through IEUA) the full-service water rate. The City can use the DYYP facilities to meet its normal water demands during other periods but is responsible for the cost of well operation and maintenance.

The program allows the City to be less reliant upon imported water supplies. The additional groundwater capacity allows the City to increase the percentage of groundwater supply used to meet peak demands.

### 6.5.2 Transfers

The City may assign, lease, or sell rights to produce Chino Basin Water per the Chino Basin Peace Agreement, but currently has no active transfer programs.

### 6.5.3 Emergency Interties

The City has emergency interties with other water agencies that provide for short-term emergency water supplies. Emergency interconnections are distribution system interconnections between water agencies for use during critical situations where one system or the other is temporarily unable to provide sufficient potable water to meet its water demands. An emergency interconnection will allow a water system to continue serving water during critical situations such as local water supply shortages as a result of earthquakes, fires, prolonged power outages, and droughts.

The City has emergency interties with neighboring water agencies that may be utilized in the event of an isolated interruption of water supply and would serve to facilitate mutual aid. Such interties are currently between the City's water system and the water systems owned and operated by the City of Ontario and the City of Upland via WFA. To further increase system reliability, the City may establish additional emergency interties with neighboring water agencies' systems, either directly or indirectly via WFA and/or CDA.

## 6.6 Supply from Storage

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

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

## 6.7 Future Water Projects

The City has completed significant groundwater treatment capacity improvements in recent years, including expansion of the Eastside Water Treatment Facility and construction of the State Street Water Treatment Plant. The additional treatment capacity is reflected in the City's existing baseline groundwater supply and is incorporated into the Chino Basin supply projections presented in this Plan.

Looking forward, the City is planning additional groundwater supply improvements, including the development of new production wells and associated conveyance facilities. Any incremental production capacity associated with these future wells will support long-term system reliability and is incorporated, as applicable, into the groundwater supply projections included in the projections in Table 6-7.

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

Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description	Potable or Non-Potable	Planned Implementation Year	Planned for Use in Year Type	Expected Increase in Water Supply to Supplier
	Drop Down List (yes/no)	If Yes, Supplier Name					
State Street Water Treatment Plant	No			Potable	2026		6,452 AFY
Well 17	No			Potable	2026		1,774 AFY
Well 16	No			Potable	2026		1,452 AFY
Well 11	No			Potable	2026		2,742 AFY

## 6.8 Summary of Historical Production and Future Supplies

As discussed in Section 6, the City’s water supply sources consist of:

- Groundwater from the Chino Basin.
- Purchased potable water from CDA.
- Purchased treated imported from WFA.
- Recycled water from IEUA.

A tabulation of the City’s water supplies in 2025 is provided below in Table 6-8.

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**Table 6-8- 2025 Water Supplies - Retail**

Water Supply	Additional Description (as needed)	2025		
		Potable or Non- Potable	Actual Volume	Total Entitlement (optional)
Groundwater (not desalinated)	Chino Basin	Potable	6,186	
Purchased or Imported Water	CDA Purchase	Potable	5,086	
Purchased or Imported Water	WFA Purchase	Potable	4,052	
Recycled Water	IEUA Purchase	Non- Potable	3,508	
Subtotal Potable			15,324	
Subtotal Non-Potable			3,508	
<b>Total</b>			<b>18,832</b>	

Anticipated future supply use through 2050 is presented in Table 6-9. The reliability of these sources of supply is addressed in Section 7.2.3, including during normal years, single dry years, and five-consecutive year droughts.

**Table 6-9- Projected Water Supplies - Retail**

Water Supply			Projected Water Supply				
Supply	Additional Detail on Water Supply	Potable or Non-Potable (after treatment if treated)	2030	2035	2040	2045	2050 (opt)
Groundwater (not desalinated)	Chino Basin	Potable	7,669	7,790	8,102	8,573	9,171
Purchased or Imported Water	CDA Purchase	Potable	5,000	5,000	5,000	5,000	5,000
Purchased or Imported Water	WFA Purchase	Potable	3,902	3,200	2,500	1,800	1,200
Recycled Water	IEUA Purchase	Non-Potable	6,314	6,665	7,018	7,427	7,900
Subtotal Potable			16,571	16,692	17,004	17,475	18,073
Subtotal Non-Potable			6,314	6,665	7,018	7,427	7,900
<b>Total:</b>			22,885	23,357	24,022	24,902	25,973

The City’s projected reliable water supplies are described in order of reliability and relative contribution to the overall supply portfolio.

Chino Basin Groundwater is the City’s primary and most reliable water supply. The Basin is adjudicated and groundwater production is not subject to a fixed annual extraction limit. When extractions are above the agency’s rights, it triggers a replenishment obligation (see Section 6.1.1.3). Groundwater is projected to meet the majority of the City’s total water demand and provides operational flexibility to address variability in other supplies.

Purchases from CDA are available to the City pursuant to established agreements that define the City’s share of desalter production. CDA typically produces a fixed amount of water annually, and the City is under a take-or-pay obligation for this supply. CDA is a reliable and constant component of the City’s portfolio, subject to uncommon operational and basin conditions.

Purchases from WFA are typically available in normal years. There is no long-term agreement establishing a fixed entitlement between the City and WFA, and availability is dependent on

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MWD's supply reliability. MWD's UWMP reinforces that supplies are available for member agencies during normal years. The variability of imported water supplies in dry years is discussed in Section 7.

Recycled water continues to be used to meet non-potable demands and reduces the need for potable supplies, but it represents a smaller percentage of the City's total water portfolio.

In the event that purchased water supplies from CDA or WFA are reduced or unavailable, the City has the ability to increase groundwater production from the Chino Basin, consistent with replenishment requirements. This structure provides the City with flexibility and supports the conclusion that sufficient supplies are available to meet projected demands throughout the planning horizon.

## 6.9 Climate Change Effects

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

Chino's projected use of imported water incorporates MWD's UWMP, which considers climate change to determine the future availability of imported water in dry, wet, and normal years. While climate change is projected to decrease normal year imported water supplies in the future, the MWD UWMP affirms that sufficient imported water supplies are available to meet MWD member agency demands during normal years.

Climate change may impact future local precipitation which may lead to reduced natural recharge of local groundwater basins. Despite this, the Chino Basin is proactively managed to prevent pumpers from needing to reduce supplies. The Chino Basin Watermaster and pumpers participate in the OBMP and participate in and fund recharge efforts, including recycled water, which is resilient to climate change.

Chino has a flexible supply portfolio that includes groundwater, imported water, and recycled water. This diverse water supply portfolio helps the City adapt to different climate change impacts.

## 6.10 Energy Use

The City has tabulated its energy intensity using readily obtainable energy consumption data obtained from monthly electricity bills from Southern California Edison (SCE) for the whole water system and the corresponding water use data obtained from available water meter readings. The City has reported the energy intensity associated with the water management processes which occur within its operational control. Because the City does not track individual energy usage for each water management process identified above, the City has estimated the energy intensity using the "total utility approach" (i.e., sum of all water management processes). The total energy consumed was approximately 5,335,320 kilowatt-hours (kWh) during FY 2024-2025. Although the total energy consumption reported includes electricity usage for general

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administration (e.g., at City Hall), which is not associated with any water management processes, the general administration energy usage is considered negligible compared to overall water system use and has not been netted out.

The total volume of water entering the potable water system was approximately 15,324 AF during FY 2024-2025 and is consistent with the total volume of water provided in Table 4-1.

The total energy intensity associated with the City’s water management processes is estimated at 348 kWh/AF. The energy intensity data and calculations based on the “total utility approach” are provided in Table 6-10 below.

The City’s water management processes do not include “non-consequential hydropower generation” where the energy generation is not a direct consequence of water delivery (i.e., energy could be generated even if no water was being delivered to water users). In addition, the City’s water management processes do not include any substantial “self-generated energy sources” including solar, wind, geothermal, biomass, co-generation, and diesel generator sources.

**Table 6-10- Total Utility Approach for Single Water Delivery Products - Energy Reporting**

<b>Water Delivery Product drop down list (If delivering more than one type of product use Table O-1C)</b>	<b>Retail Potable Deliveries</b>	<b>Only for Water Delivery Products Under the Urban Water Supplier’s Operational Control</b>		
<b>Start Date of Reporting Period</b>	7/1/2024	<b>Sum of All Water Management Processes</b>	<b>Non-Consequential Hydropower</b>	
<b>End Date of Reporting Period</b>	6/30/2025			
<b>Is upstream embedded energy in the values reported?</b>				
<b>Units of Measure for Water</b>	AF	<b>Total Utility</b>	<b>Hydropower</b>	<b>Net Utility</b>
<b>Volume of Water Entering Process</b>	15,324	-	15,324	
<b>Energy Consumed (kWh)</b>	5,335,320	-	5,335,320	
<b>Energy Intensity (kWh/vol. converted to MG)</b>	1,068	-	1,068	

# 7

## Water Service Reliability

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

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### IN THIS SECTION

- Water Service Reliability Assessment
- Drought Risk Assessment

## 7.1 Introduction

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

## 7.2 Water Service Reliability Assessment

Chino's 2025 UWMP water service reliability assessment and DRA results indicate that no water shortages are anticipated within the next 25 years under normal, single dry, and multiple dry water years.

### 7.2.1 Service Reliability - Constraints on Water Sources

The City's sources of supplies consist of groundwater pumped from the Chino Basin; treated groundwater from the Chino Basin produced by CDA; imported surface water from MWD (through IEUA) which is treated by WFA; and recycled water purchased from IEUA as described in Section 6.

Groundwater from Chino Basin has been previously impacted by contamination. However, the City has developed and implemented appropriate treatment which has been approved by the State Water Board. These groundwater supplies are considered reliable from a water quality and quantity standpoint.

Imported water from MWD through IEUA is untreated surface water. Water quality from MWD relating to supply reliability is addressed separately in MWD's 2025 UMWP.

### 7.2.2 Service Reliability – Year Type Characterization

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

#### 7.2.2.1 Types of Years

**DWR defines these years as:**

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

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It is anticipated that future demands and supply will fluctuate from average conditions at the rate they did during historic dry conditions. To determine the percentage of demand fluctuation in dry periods, historic rainfall and production were assessed to determine average and dry years. The percentage differences in production for dry years compared to average are shown in Table 7-1.

**Table 7-1- Water Supply Reliability Assessment - Retail**

Year Type	Base Year	Demand & Supply Changes from Average if Year Type Repeats	
		Volume Available	% of Average
	2012-2025	14,728	100%
Single-Dry Year	2018	14,377	98%
Consecutive Dry Years 1st Year	2012	15,441	105%
Consecutive Dry Years 2nd Year	2013	15,852	108%
Consecutive Dry Years 3rd Year	2014	16,225	110%
Consecutive Dry Years 4th Year	2015	14,578	99%
Consecutive Dry Years 5th Year	2016	12,866	87%

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

Results of the water supply and demand analysis for normal, single dry, and five-year consecutive drought are shown in the following sections. Based on reliability analyses in MWD, IEUA, CDA, and WFA UWMPs, and Chino Basin rights and management practices described in Sections 6.1 and 7.2.4, Chino expects to meet demands under all water year scenarios and continues to promote conservation to ensure reliability throughout the future.

#### 7.2.3.1 Water Service Reliability – Normal Year

As described previously, Chino’s supply portfolio will be managed to meet demand as shown in Table 7-2.

**Table 7-2- Normal Year Supply and Demand Comparison - Retail**

	2030	2035	2040	2045	2050
<b>Supply totals (autofill from Submittal Table 6-9 R)</b>	16,571	16,692	17,004	17,475	18,073
<b>Use totals (autofill from Submittal Table 4-2 R)</b>	16,571	16,692	17,004	17,475	18,073
<b>Surplus/Shortfall</b>	0	0	0	0	0

### 7.2.3.2 Water Service Reliability – Single-Dry Year

Table 7-3 summarizes Chino’s projected demands and supply over the next 25 years in five-year increments during single dry years. Dry year demands are expected to change from average demands by the percentage of average shown in Table 7-1 and are projected to be met by Chino’s available supply.

**Table 7-3- Single Dry Year Supply and Demand Comparison – Retail**

	2030	2035	2040	2045	2050
<b>Supply Totals</b>	16,177	16,295	16,599	17,059	17,643
<b>Use Totals</b>	16,177	16,295	16,599	17,059	17,643
<b>Surplus/(shortfall)</b>	0	0	0	0	0

### 7.2.3.3 Water Service Reliability – Five Consecutive Dry Years

Table 7-4 summarizes Chino’s projected demands and supply over the next 25 years in five-year increments during five consecutive years of drought conditions. Dry year demands are expected to change from average demands by the percentages of average shown in Table 7-1 and are projected to be met by Chino’s available supply.

**Table 7-4- Five Consecutive Dry Years Supply and Demand Comparison – Retail**

		2030	2035	2040	2045	2050
<b>First Year</b>	<b>Supply Totals:</b>	17,374	17,966	18,733	17,298	15,789
	<b>Use Totals:</b>	17,374	17,966	18,733	17,298	15,789
	Surplus/(shortfall)	0	0	0	0	0
<b>Second Year</b>	<b>Supply Totals:</b>	17,836	17,966	18,302	18,809	19,453
	<b>Use Totals:</b>	17,836	17,966	18,302	18,809	19,453
	Surplus/(shortfall)	0	0	0	0	0
<b>Third Year</b>	<b>Supply Totals:</b>	18,256	18,389	18,733	19,252	19,911
	<b>Use Totals:</b>	18,256	18,389	18,733	19,252	19,911
	Surplus/(shortfall)	0	0	0	0	0
<b>Fourth Year</b>	<b>Supply Totals:</b>	16,403	16,523	16,831	17,298	17,890
	<b>Use Totals:</b>	16,403	16,523	16,831	17,298	17,890
	Surplus/(shortfall)	0	0	0	0	0
<b>Fifth Year</b>	<b>Supply Totals:</b>	14,476	14,582	14,855	15,266	15,789
	<b>Use Totals:</b>	14,476	14,582	14,855	15,266	15,789
	Surplus/(shortfall)	0	0	0	0	0

### 7.2.4 Description of Management Tools and Options

As noted in Section 6, the Chino Basin is managed by the Chino Basin Watermaster. During the period of management under the Judgment, significant drought events have occurred. In each drought cycle, the Chino Basin has been managed to maintain water levels. Therefore, based on historical and on-going management practices, the City will be able to rely on the Chino Basin for adequate supply over the next 25 years under single dry years and a five consecutive year drought periods.

While Chino does not anticipate any shortfall during drought periods, the City is committed to supporting the water reliability of the region overall. Some of the management tools and options

available to Chino for increasing its water supply and reducing water demand have been described within other sections of this document. These tools and options include prioritizing maximizing the use of local water resources and minimizing the need for imported water due to the vulnerability of MWD imported water to climate change impacts such as changing precipitation patterns. Chino also has a robust water use efficiency program detailed in Section 9 that identifies the most effective water use efficiency measures and partnerships for implementation in the region. Additional tools available to the region include water agency interconnections and mutual aid agreements with other local agencies.

### 7.3 Drought Risk Assessment

CWC Section 10635 (b) requires a DRA. The DRA provides a quick snapshot of the anticipated surplus or deficit if a five-consecutive year drought were to occur in the next five years. The DRA informs the WSCP and can be modified or updated outside of the UWMP five-year plan cycle, so a description of the data, methodology, and basis for shortage conditions must be included in this 2025 UWMP. The DRA evaluates each water supply's reliability and compares available water supplies and projected demands during a five-consecutive dry years scenario. This short-term analysis can help water suppliers foresee undesired risks, such as upcoming shortages, and provide time to evaluate and implement the necessary response actions needed to mitigate shortages in a less impactful manner to the community and environment.

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

The DRA builds on the water service reliability analysis from Section 7, which incorporated assessment of historical consumption data by customer class, populated from billing records, and historical supply data by source from production reports. Based on this data, historical demand has never exceeded available supply. For this DRA analysis, normal year demand conditions and five-consecutive year drought supply conditions were considered for 2026-2030.

#### 7.3.2 DRA Water Source Reliability

As described previously, Chino does not anticipate any supply shortages within the next five years as shown in Table 7-5.

Table 7-5- Five-Year Drought Risk Assessment - Retail

<b>2026</b>	<b>Total</b>
<b>Total Water Use:</b>	16,328
<b>Total Supplies:</b>	16,328
Surplus/Shortfall w/o WSCP Action	<b>0</b>
<b>2027</b>	<b>Total</b>
<b>Total Water Use:</b>	17,031
<b>Total Supplies:</b>	17,031
Surplus/Shortfall w/o WSCP Action	<b>0</b>
<b>2028</b>	<b>Total</b>
<b>Total Water Use:</b>	17,706
<b>Total Supplies:</b>	17,706
Surplus/Shortfall w/o WSCP Action	<b>0</b>
<b>2029</b>	<b>Total</b>
<b>Total Water Use:</b>	16,156
<b>Total Supplies:</b>	16,156
Surplus/Shortfall w/o WSCP Action	<b>0</b>
<b>2030</b>	<b>Total</b>
<b>Total Water Use:</b>	14,476
<b>Total Supplies:</b>	14,476
Surplus/Shortfall w/o WSCP Action	<b>0</b>

# 8

## Water Shortage Contingency Plan

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

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### IN THIS SECTION

- Overview of WSCP Components
- Water Supply Reliability Analysis
- Annual Water Supply and Demand Assessment
- Six Standard Water Shortage Levels
- Shortage Response Actions
- Communication Protocols
- Compliance, Enforcement, and Legal Authorities
- Implementation

## 8.1 Introduction

The California Water Code (CWC) Section 10632 requires that every urban water supplier shall prepare and adopt a standalone WSCP as part of its Urban Water Management Plan (UWMP). The WSCP is developed independently of Chino's 2025 UWMP and can be amended, as needed, without amending the UWMP.

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

The WSCP provides a process for an annual water supply and demand assessment and structured steps designed to respond to actual conditions. This level of detailed planning and preparation provides accountability and predictability and will help Chino maintain reliable supplies and reduce the impacts of any supply shortages and/or interruptions.

## 8.2 Overview of WSCP Components

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 8.3 Water Supply Reliability Analysis

The City's sources of supply were discussed in Section 6 of the 2025 UWMP and consist of groundwater from the Chino Basin, purchased groundwater from Chino Basin Desalter Authority (CDA), imported water from Metropolitan Water District of Southern California (MWD) (through Inland Empire Utilities Agency (IEUA)) which is treated by Water Facilities Authority (WFA), and recycled water purchased from IEUA. The Chino Basin is adjudicated, and groundwater supplies are managed.

The reliability of the various sources of supply is discussed in Section 7 of the City's UWMP. Based on the adjudication provisions in the Chino Basin, the City can produce groundwater in excess of its rights, provided the City pays assessments to the Chino Basin Watermaster, which are used to purchase water to replenish the Chino Basin.

Imported water supplies (both treated and untreated) may be impacted in the event MWD implements its Water Supply Allocation Plan (WSAP) due to a water supply shortage.

As documented in Section 7 of the City's 2025 UWMP, the City's water supplies are projected to be sufficient to meet planned demands under average and dry year conditions but may be constrained under extended drought or other supply disruption scenarios. These constraints may result from a combination of factors, including but not limited to reduced imported water allocations, declining groundwater availability, regulatory restrictions, or operational limitations.

For purposes of this WSCP, the City has evaluated the conditions under which supply shortfalls may occur and identified objective triggers that reasonably indicate increasing levels of water supply stress as described in Section 8.4.

### 8.4 Annual Water Supply and Demand Assessment

Since July 1, 2022, the City has been required to submit an “Annual Water Supply and Demand Assessment” (Annual Assessment) in accordance with DWR’s guidance and requirements. The Annual Assessment includes a review of the City’s unconstrained water demands (i.e., water demands prior to any projected response actions the City may trigger under this WSCP) for the current year and the upcoming (potential single dry) year. The City also assesses information regarding anticipated shortages, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the City’s WSCP.

For each Annual Assessment, the City plans to prepare a preliminary assessment which evaluates the adequacy of its water supplies for the current and upcoming years. The preliminary assessment will include a review of water supplies for at least a single dry year.

The components of an Annual Assessment consist of the following:

- A written decision-making process.
- Key data inputs and assessment methodology.

#### 8.4.1 Decision Making Process

The City produces groundwater from the Chino Basin as its primary source of water supply and this basin is managed on a Fiscal Year (FY) basis. Consequently, during the third quarter of each FY, the City will review its water demands from the initial six months along with the current groundwater basin conditions and local hydrology. This information will be used to help develop the Annual Assessment. A draft of the Annual Assessment will be circulated internally within the City for peer review and comment. Based on comments received, a redraft will be prepared and provided to the City managers during the Spring of each year. If a new water shortage stage or new shortage response actions are required, a final draft of the Annual Assessment may be provided to City Council for review such that any recommended specific shortage response actions may be enacted. The final Annual Assessment will be provided to the California Department of Water Resources (DWR) no later than July 1 of each year.

The Annual Assessments will be instrumental in providing guidance to the City for decisions regarding potential declarations of a water supply shortage and implementation of water reduction stages, instituting mandatory water restrictions, promoting water use efficiency and conservation programs, water rates and drought rate surcharges, and the necessity of pursuing alternative water supplies. This process will help ensure adequate water supply resources are available to the City.

## 8.4.2 Data Methodologies

The key data inputs and methodologies which will be evaluated by the City during the preparation of the preliminary assessment will include the following:

1. **Evaluation Criteria:** The locally applicable evaluation criteria used to prepare the Annual Assessment will be identified. The evaluation criteria will include, but is not limited to, an analysis of current local hydrology (including rainfall and groundwater levels), current water demands, a review of water system improvement plans which may impact infrastructure availability, and water quality regulations which may impact groundwater availability.
2. **Water Supply:** An assessment of each available water supply source will be conducted. The assessment will include a quantification of each available water supply source based on review of current production capacities, historical production, UWMPs, and prior water supply studies (including Water Supply Assessments and/or Master Plans).
3. **Unconstrained Water Demand:** The potential unconstrained water demands during the current year and the upcoming (potential single dry) year, prior to any special shortage response actions, will be reviewed. The review will include factors such as weather, existing and projected land uses and populations, actual customer consumption and water use factors, Urban Water Supplier Monthly Reports, existing water shortage levels (see Section 8.5), and existing water conservation ordinances (see Section 9 of the City's 2025 UWMP).
4. **Planned Water Use for Current Year Considering Dry Subsequent Year:** The water supplies available to meet the demands during the current year and the upcoming (potential single dry) year will be considered and identified for each source of supply. The evaluation will include factors such as estimated water demands, weather, groundwater basin operating safe yields, water quality results, existing available pumping capacities, imported water allocations, contractual obligations, regulatory issues, use of emergency interconnections, and the costs associated with producing each water supply source.
5. **Infrastructure Considerations:** The capabilities of the water distribution system infrastructure to meet the water demands during the current year and the upcoming (potential single dry) year will be considered. Available production capacities (e.g., groundwater well capacities) and water distribution system losses (see Section 4.2.3 of the City's 2025 UWMP) will be reviewed. In addition, capital improvement and replacement projects, as well as potential projects which may increase water system and production capacities (see Section 6.7 of the City's 2025 UWMP), will be considered.
6. **Other Factors:** Additional local considerations, if any, which can affect the availability of water supplies will be described.

## 8.5 Six Standard Water Shortage Levels

The City will manage water supplies prudently to minimize the adverse impacts of water shortages. The City's plan for water usage during periods of shortage was designed to

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incorporate six standard water shortage levels corresponding to progressive shortage ranges from up to a 10, 20, 30, 40, and 50 percent shortage, and greater than a 50 percent shortage.

For each declared water supply shortage level, customers will be required to reduce their consumption by the percentage specified in the corresponding water supply shortage level. The required percentage reduction for each customer will be based on water usage during the same billing period in the last calendar year during which there were no declared water shortages, or as deemed appropriate by the City.

The City's Ordinance No 2009-04 ("Water Conservation"), adopted in May 2009, and Ordinance No. 2015- 004 ("Additional Conservation Measures"), adopted in June 2015, previously established three (3) water shortage levels. A copy of Ordinance No 2009-04 and Ordinance No. 2015- 004 are linked in Appendix H. In accordance with the CWC, in which urban water suppliers are required to define six standard water shortage levels, the City has developed the crosswalk provided below that translates the City's previously established shortage levels to the mandated standard shortage levels.

**Figure 8-1- Corresponding Relationships Between Supplier's 2015 Shortage Levels and the 2025 WSCP Mandated Shortage Levels**

Established Level	Supply Condition/ Shortage	2020 Standard Level	Shortage Level
1	≤ 10%	1	≤ 10%
2	10 to 20%	2	10 to 20%
3	> 20%	3	20 to 30%
		4	30 to 40%
		5	40 to 50%
		6	> 50%

Table 8-1 provides a description of the six water shortage levels and potential shortage response actions which may be triggered by a shortage in one or more of the City's water supply sources, depending on the severity of the shortage and its anticipated duration.

The City will evaluate water shortage conditions on a case-by-case basis and determine which response actions are appropriate to maintain water supply reliability or mitigate potential impacts. In collaboration with its customers and regional water agencies, the City's response to potential shortages may include increased public outreach, adjustments to water use efficiency programs, changes to typical operations, or promoting voluntary actions to reduce demands or explore additional supply options.

**Table 8-1- Water Shortage Contingency Plan Levels**

<b>Shortage Level</b>	<b>Percent Shortage Range</b>	<b>Shortage Response Actions</b>
<b>1</b>	Up to 10%	Restaurants shall not use non-conserving dish spray valves. Ornamental lakes or ponds shall not be filled or refilled with potable water, except to the extent needed to sustain aquatic life. Outdoor irrigation only every other day from May 1 through September 30.
<b>2</b>	Up to 20%	In addition to Shortage Level 1; Outdoor irrigation of landscape with potable water will only be allowed every other day. Commercial lodging establishments shall not launder towels and linen daily, except when specifically requested by their customer.
<b>3</b>	Up to 30%	In addition to Shortage Level 2; Potable water service will not be provided to new land development projects. Additional restrictions may be implemented as determined by the City, after notice to customers.
<b>4</b>	Up to 40%	In addition to Shortage Level 3; Additional restrictions may be implemented as determined by the City, after notice to customers.
<b>5</b>	Up to 50%	In addition to Shortage Level 4; Additional restrictions may be implemented as determined by the City, after notice to customers.
<b>6</b>	>50%	In addition to Shortage Level 5; Additional restrictions may be implemented as determined by the City, after notice to customers.

## 8.6 Shortage Response Actions

Shortage response actions are dependent on the severity of a declared shortage level. Response actions implement varying improvements and regulations of system infrastructure and operations, water supply augmentation, demand reduction initiatives, and other water use functions to conserve water supplies.

## 8.6.1 Demand Reduction

The City has established water shortage response actions to reduce demand on water supplies. These demand reduction actions include irrigation and other outdoor use restrictions, rate structure changes, and other water use prohibitions. Depending on the percent reduction in the City's water supply and corresponding water shortage level, regulations have been made to conserve water and reduce the shortage gap in normal supply levels. Many demand reduction actions are applicable to all levels of water shortages while others are exclusive to certain levels of shortage. The structure of demand reduction actions under a specific water shortage level are designed to strongly encourage those customers with high per capita usage to achieve proportionally greater reduction than those with low use. Violations of these demand reduction actions will be considered waste and an unreasonable use of water. Table 8-2 describes each demand reduction action and its effect on reducing the shortage gap.

The following activities are hereby prohibited at all times:

- Allowing irrigation water to run off into a gutter, ditch, drain, driveway, sidewalk, street, onto pavement, or other hard surface.
- Outdoor irrigation of landscape for more than fifteen minutes of watering per day per station. This restriction does not apply to landscapes that utilize drip irrigation systems.
- Automated irrigation of landscape during the hours of 6:00 a.m. to 8:00 p.m. Customers are encouraged to avoid the use of sprinklers on windy days. Irrigation by handheld hoses with automatic shutoff nozzles, drip irrigation, or handheld buckets is permitted anytime.
- Outdoor irrigation of landscape on rainy days.
- Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, patios, and alleys, except when necessary to alleviate safety or sanitary hazards.
- Excess use, loss, or escape of water through breaks, leaks, or other malfunctions in the plumbing system or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected.
- Washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment, unless done with a handheld bucket or handheld hose equipped with a positive shutoff nozzle for quick rinses.
- Restaurants serving water to their customers, except when specifically requested by their customers.
- Operating a decorative water fountain or feature, built or installed after the adoption of this WSCP, that does not include re-circulated water.
- Operating a commercial car wash or laundry, built or installed after the adoption of this WSCP, that does not use re-circulated water.
- Operating a single-pass cooling system built or installed after the adoption of this WSCP.

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In addition to the permanent measures described above, additional restrictions are implemented during times of declared water shortage levels or declared water shortage emergencies:

- Cease irrigation of public roadway median turf landscape unless irrigated with recycled water.
- Irrigate only on Monday, Wednesday, Friday, and Saturday between the hours of 8:00p.m. and 6:00 a.m.
- No watering during rain events and for forty-eight (48) hours after rain events.
- Restaurants to provide drinking water only upon request.
- Hotels to provide notice to guests to select the option to not launder their towels and hotel linen daily.

Any landscaping that is installed on the site of a newly constructed building, or landscaping that is a part of a development project, shall only be irrigated through the use of drip and micro spray systems if potable water is used for irrigation. This requirement shall not apply to landscapes irrigated with recycled water.

### Water Supply Shortage Level 1

- Restaurants shall not use non-conserving dish spray valves.
- Ornamental lakes or ponds shall not be filled or refilled with potable water, except to the extent needed to sustain aquatic life.
- Outdoor irrigation of landscape with potable water will only be allowed every other day from May 1 through September 30.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

### Water Supply Shortage Level 2

- In addition to the restrictions identified in Water Supply Shortage Level 1, the following additional water conservation requirements apply:
- Outdoor irrigation of landscape with potable water will only be allowed every other day.
- Hotels, motels, and other commercial lodging establishments shall not launder towels and linen daily, except when specifically requested by their customer.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

### Water Supply Shortage Level 3

In addition to the restrictions identified in Water Supply Shortage Level 2, the following additional water conservation requirements apply:

- Potable water service will not be provided to new land development projects except under the following circumstances:
  - A valid building permit has been issued for the project, or
  - The project is necessary to protect public health, safety, and welfare, or

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- The applicant provides evidence that the project will include conservation offsets prior to the provision of new water service.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

### Water Supply Shortage Level 4

In addition to the restrictions identified in Water Supply Shortage Level 3, the following additional water conservation requirements apply:

- Potable water service will not be provided to new land development projects except under the following circumstances:
  - A valid building permit has been issued for the project, or
  - The project is necessary to protect public health, safety, and welfare, or
  - The applicant provides evidence that the project will include conservation offsets prior to the provision of new water service.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

### Water Supply Shortage Level 5

In addition to the restrictions identified in Water Supply Shortage Level 4, the following additional water conservation requirements apply:

- Potable water service will not be provided to new land development projects except under the following circumstances:
  - A valid building permit has been issued for the project, or
  - The project is necessary to protect public health, safety, and welfare, or
  - The applicant provides evidence that the project will include conservation offsets prior to the provision of new water service.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

### Water Supply Shortage Level 6

In addition to the restrictions identified in Water Supply Shortage Level 5, the following additional water conservation requirements apply:

- Potable water service will not be provided to new land development projects except under the following circumstances:
  - A valid building permit has been issued for the project, or
  - The project is necessary to protect public health, safety, and welfare, or
  - The applicant provides evidence that the project will include conservation offsets prior to the provision of new water service.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

**Table 8-2- Demand Reduction Actions**

<b>Shortage Level</b>	<b>Demand Reduction Actions</b>	<b>How much is this going to reduce the shortage gap?</b>	<b>Additional Explanation or Reference</b>	<b>Penalty, Charge, or Other Enforcement?</b>
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Collective reduction from all Shortage Level 1 actions is up to 1,726 acre-feet per year (AFY).		Yes
1	Landscape - Limit landscape irrigation to specific times	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	Other - Prohibit use of potable water for washing hard surfaces	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	Other - Require automatic shut-off hoses	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	Commercial, Industrial, and Institutional (CII) - Restaurants may only serve water upon request	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	CII - Lodging establishment must offer opt out of linen service	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes

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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	Collective reduction from Shortage Level 1 plus all Shortage Level 2 actions is up to 3,453 AFY.	All actions under Shortage Level 1	Yes
3	Other	Collective reduction from Shortage Level 2 plus all Shortage Level 3 actions is up to 5,179 AFY	All actions under Shortage Level 2	Yes
3	Other - Prohibit use of potable water for construction and dust control	Collective reduction from all Shortage Level 3 actions is up to 5,179 AFY		Yes
4	Other	Collective reduction from Shortage Level 3 plus all Shortage Level 4 actions is up to 6,905 AFY	All actions under Shortage Level 3	Yes
5	Other	Collective reduction from Shortage Level 4 plus all Shortage Level 5 actions is up to 8,632 AFY	All actions under Shortage Level 4	Yes
6	Other	Collective reduction from Shortage Level 6 actions is greater than 8,632 AFY	All actions under Shortage Level 5	Yes

### 8.6.2 Supply Augmentation

The City does not plan to add a new source of water supply to address customer demands but instead will consider increased supplies from existing sources. Instead, the City will focus on demand reduction measures in the event existing sources of supply are not sufficient to meet customer demands. As discussed in Section 6 of the City's 2025 UWMP, the City's sources of water supply include groundwater produced from the Chino Basin, purchased groundwater from CDA, imported water purchased from MWD (through IEUA) which is treated by WFA, and recycled water supplies provided by IEUA. As noted in Section 8.4, since July 1, 2022, the City

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prepares and submits an Annual Assessment which will include a review of water supplies available to meet water demands for the current and upcoming years. In the event the City is currently in, or considers entering into, one of the standard water shortage levels identified in Section 8.5, the City will consider the water supply (augmentation) actions described below.

For each water shortage level discussed in Section 8.5, the City will consider supplementing its existing treated imported water supplies through increased production of groundwater supplies, to the extent possible.

As discussed previously, WFA's and IEUA's source of water supply is strictly imported surface water from MWD purchased through IEUA and treated at WFA's treatment facility. WFA does not anticipate augmenting water supplies. IEUA is limited in its ability to implement water supply augmentation actions. IEUA's supply augmentation actions are described in Table 8-3. MWD's supply augmentation actions, described in MWD's WSCP, capture the supply augmentation actions that are relevant to IEUA. To the extent possible, IEUA would coordinate with MWD and its other member agencies on supply augmentation projects during normal and shortage periods to continue expanding water reliability for the entire region.

**Table 8-3- Supply Augmentation and Other Actions (DWR Table 8-3)**

<b>SHORTAGE LEVEL</b>	<b>SUPPLY AUGMENTATION METHODS AND OTHER ACTIONS BY WATER SUPPLIER</b>	<b>HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?</b>	<b>ADDITIONAL EXPLANATION OR REFERENCE</b>
1-6	MWD Supply Augmentation	0 to 100% of shortage gap	Coordinate with MWD and, if needed, purchase supplemental supplies from MWD

Due to previous critically dry conditions, MWD developed the WSAP whereby available supplies are equitably allocated to its member agencies, including IEUA. The WSAP establishes ten different shortage levels and a corresponding drought allocation to each member agency. Based on the shortage level established by MWD, the WSAP provides a reduced drought allocation to a member agency for its retail demand. The ratio of MWD water supply drought allocation to local water supply will change based on the WSAP stage.

In addition to the WSAP, MWD describes supply augmentation actions in its 2025 UWMP, which is incorporated by reference. MWD's primary first response to any gap between core supplies (from the State Water Project and Colorado River) and demand is to make optimal use of its supply augmentation options, consisting of drawing from flexible supply programs and storage reserves. MWD has developed and actively manages a portfolio of water supply programs including water transfer, storage, and exchange agreements. MWD pursues voluntary water transfer and exchange programs to help mitigate supply/demand imbalances and provide additional dry-year supply sources. In addition, MWD has developed significant storage capacity in reservoirs, conjunctive use, and other groundwater storage programs totaling approximately 6.0 million acre-feet (AF). Pursuant to MWD's "Emergency Storage Objective," updated in 2019,

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approximately 750,000 AF of total stored water is emergency storage reserved by MWD for use in the event of supply interruptions. Based on MWD's historical and on-going water supply and storage programs and management practices, the City will use up to the treated imported water supply made available MWD through IEUA in association with each of the standard water shortage levels identified in Section 8.5. City water demands will be addressed through increased use of the local groundwater supplies and implementation of demand reduction measures through various levels of actions.

The City will consider augmenting its existing water supplies through production of additional groundwater from the Chino Basin. As noted in Section 0 of the City's 2025 UWMP, the Chino Basin is managed by the Chino Basin Watermaster. During the period of management under the Chino Basin Judgment, significant drought events have occurred. In each drought cycle, the Chino Basin has been managed to maintain water levels. Parties to the Chino Basin Judgment, including the City, are authorized to produce groundwater in excess of their rights subject to replenishment requirements. The City has ample production rights and does not anticipate or project that it will need to replenish due to production in excess of its production rights. Groundwater quality is carefully monitored and managed by the Chino Basin Watermaster. Treatment facilities and/or blend plans have been developed by water agencies to meet potable water standards and to prevent the spread of any groundwater contamination. Based on historical and ongoing management practices, the City will be able to continue relying on the Chino Basin for adequate supplies in response to each of the standard water shortage levels identified in Section 8.5.

### 8.6.3 Operational Changes

During a water supply shortage situation, the City will manage its water supply resources to provide sufficient water supplies capable of meeting the demands of its customers. Section 8.6.2 describes the City's water supply sources and water supply augmentation actions available. Section 8.6.1 describes the City's standard water shortage levels and associated demand reduction measures. The supply augmentation actions and demand reduction measures, when implemented, may potentially result in short-term operational changes which are necessary to allow the City to utilize all available water supply sources in response to water shortage situations.

As noted in Section 8.4, beginning on July 1, 2022, the City prepares and submits an Annual Assessment which includes a review of the water supplies available to meet water demands for the current and upcoming years. Preparation of the Annual Assessment will assist the City in determining any potential operational changes. In addition, the City's standard water shortage levels and the associated demand reduction measures, in conjunction with the City's existing Demand Management Measures (discussed in Section 9 of the City's 2025 UWMP), will be essential to the City in reducing water demands during any water shortage period. The operational changes the City will consider in addressing non-catastrophic water shortages on a short-term basis include the following:

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- Improved monitoring, analysis, and tracking of customer water usage to enforce demand reduction measures.
- Optimized production from existing available water supply sources.
- Potential use of emergency supply sources, including emergency interconnections.
- Potential blending of water supply resources.
- Improved monitoring, maintenance, and repairs to reduce water distribution system losses.

### 8.6.4 Additional Mandatory Restrictions

The mandatory restrictions which are implemented by the City to reduce customer demands are discussed in Section 8.6.1. There are no additional mandatory restrictions planned at this time.

### 8.6.5 Emergency Response Plans

Catastrophic water shortages are incorporated in the City's standard water shortage levels (identified in Section 8.5) and the associated demand reduction measures (described in Section 8.6.1). In addition to the water supply augmentation actions (Section 8.6.2) and potential operational changes (Section 8.6.3) which the City may consider in order to continue providing sufficient water supplies, the City will review and implement any necessary steps included in its "Emergency Response Plan".

As part of the "America's Water Infrastructure Act of 2018", community water systems serving a population greater than 3,300 people, including the City, are required to review and update their "Risk and Resilience Assessment" (RRA) and the associated "Emergency Response Plan" (ERP) every five (5) years. However, due to security concerns regarding the submitting of these reports, water systems are required to submit certifications to the United States Environment Protection Agency (USEPA), from March 31, 2025, and December 30, 2026, confirming the current RRA and ERP have been reviewed and updated. The City's RRA certification was due by December 31, 2025, and the ERP certification was due by June 30, 2026.

The City's RRA evaluates the vulnerabilities, threats, and consequences from potential hazards to the City's water system. The City prepared its RRA (which is incorporated by reference) by evaluating the following items:

- Natural hazards and malevolent acts (i.e., all hazards).
- Resilience of water facility infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage, and distribution facilities, and electronic, computer, and other automated systems).
- Monitoring practices.
- Financial systems (e.g., billing systems).
- Chemical storage and handling.
- Operation and maintenance.

The City's RRA evaluated a series of potential malevolent acts, natural hazards, and other threats in order to estimate the potential "monetized risks" (i.e., associated economic

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consequences to both the water system and surrounding region, and the likelihood of occurrence) associated with the City's water facility assets. The cost-effectiveness of implementing potential countermeasures to reduce risks was also reviewed.

The City's ERP provides the management, procedures, and designated actions the City and its employees will implement during emergency situations (including catastrophic water shortages) resulting from natural disasters, system failures, and other unforeseen circumstances. The City's ERP (which is incorporated by reference) provides the guidelines for evaluating an emergency situation, procedures for activating an emergency response, and details of the different response phases in order to ensure that customers receive a reliable and adequate supply of potable water. The scope of the ERP includes emergencies which directly affect the water system and the ability to maintain safe operations (such as a chlorine release, an earthquake, or a threat of contamination). The ERP also incorporates the results of the City's RRA and includes the following:

- Strategies and resources to improve resilience, including physical and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act.
- Actions and equipment to lessen the impact of a natural hazard or malevolent act.
- Strategies to detect natural hazards or malevolent act.

The City will review the ERP for procedures regarding the utilization of alternative water supply sources in response to water supply shortages, including during the standard water shortage levels. The City will also review applicable procedures described in the ERP regarding any necessary temporary shutdown of water supply facilities, including appropriate regulatory and public notifications.

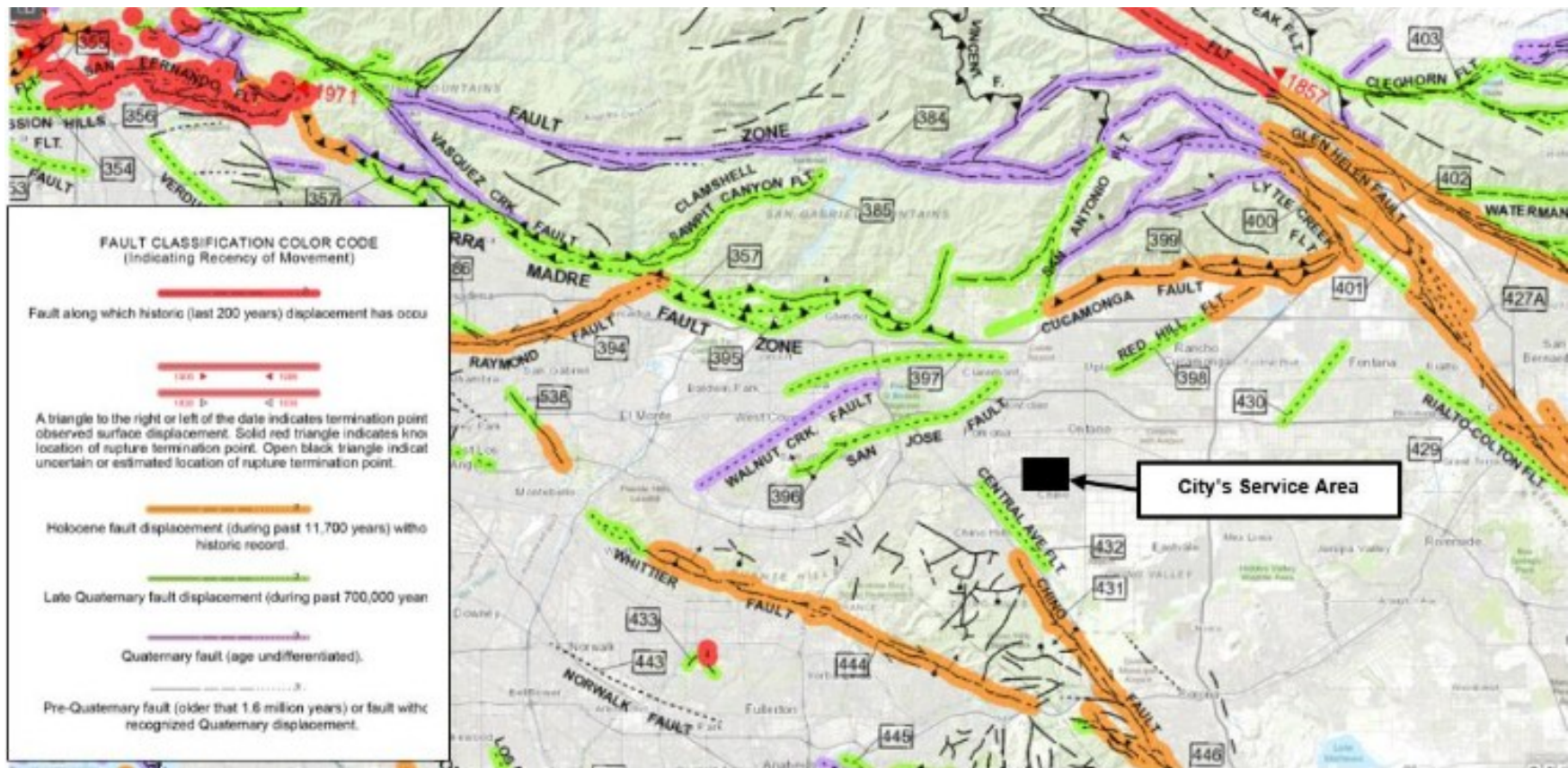
### 8.6.6 Seismic Assessment and Mitigation Plan

The County of San Bernardino prepared a "Multi-Jurisdictional Hazard Mitigation Plan" which was approved by the Federal Emergency Management Agency (FEMA) in 2022. The County's Multi-Jurisdictional Hazard Mitigation Plan identified methods to assess significant natural hazards (including earthquakes) affecting areas throughout San Bernardino County, and the mitigation strategies necessary to reduce risks, including seismic risk. The County's Multi-Jurisdictional Hazard Mitigation Plan is available through the San Bernardino County website ([Multi-Jurisdictional Hazard Mitigation Plan](#)).

The California Geological Survey has published the locations of numerous faults which have been mapped in the Southern California region. Although the San Andreas fault is the most recognized and can produce an earthquake with a magnitude greater than 8 on the Richter scale, some of the lesser-known faults have the potential to cause significant damage. The locations of these earthquake faults in the vicinity of the City's water service area are provided in Figure 8-2 below. The faults that are in proximity to and could potentially cause significant shaking in the City's water service area include the San Andreas fault, the Walnut Creek fault, the Whittier fault, the San Jose fault, the Red Hill fault, the Cucamonga fault, the Chino fault, and the Central Avenue fault.

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Figure 8-2- Location of Earthquake Faults (California Department of Conservation, 2025)

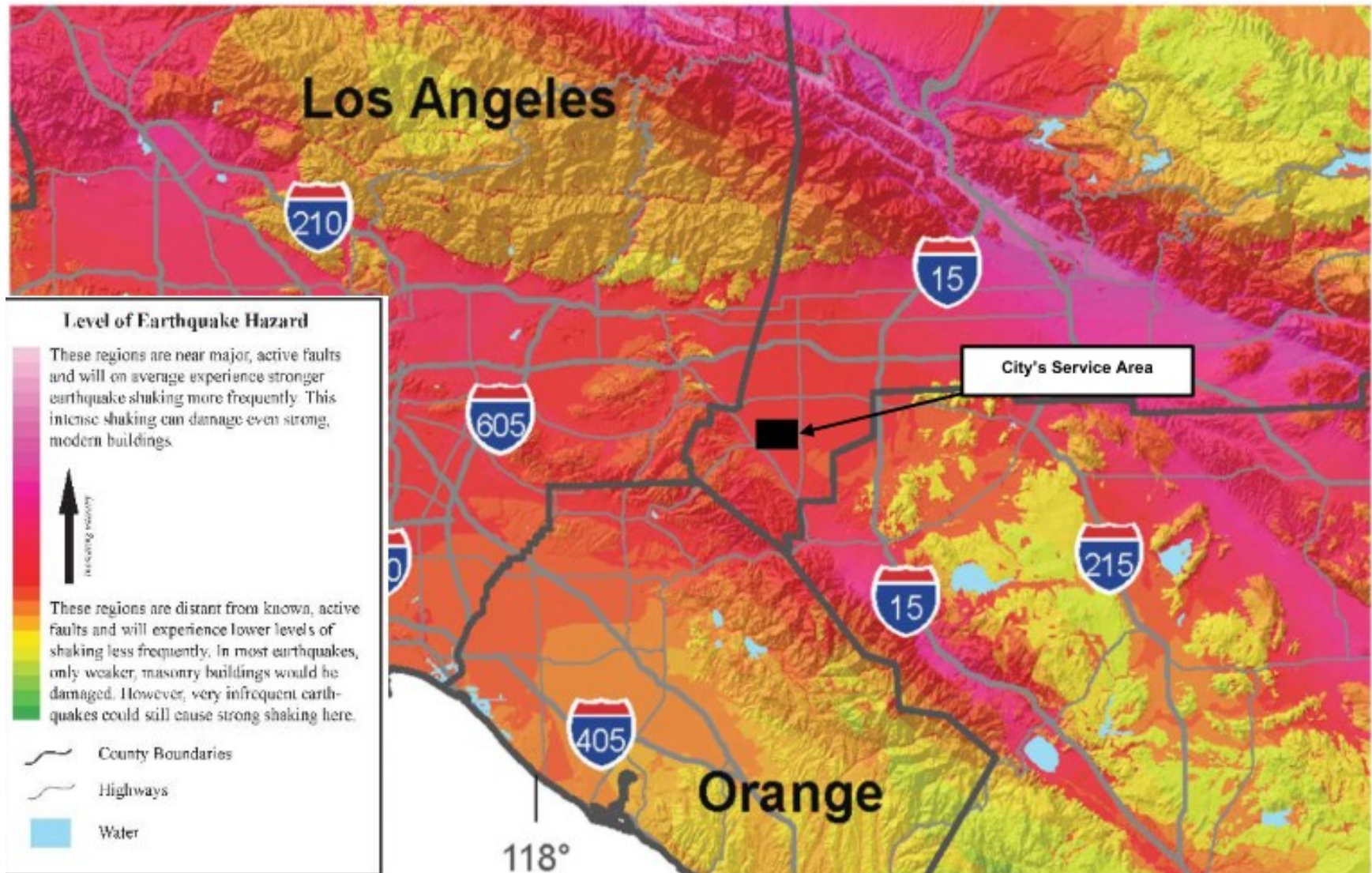


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Figure 8-3 provides the relative intensity of ground shaking in the vicinity of the City's service area from anticipated future earthquakes. The locations of relatively long-period (1.0 second) earthquake shaking, including the City's service area, are provided. Long-period shaking affects tall, relatively flexible buildings, but also correlates with earthquake damage. The shaking potential is calculated based on the level of ground motion that has a 2 percent chance of being exceeded in 50 years (or the level of ground-shaking with an approximate 2,500-year average repeat time). As discussed in Section 8.6.5, the City has prepared an ERP which provides the management, procedures, and designated actions the City and its employees will implement during emergency situations resulting from natural disasters, including during earthquakes, to ensure that customers receive a reliable and adequate supply of potable water. The City's ERP is incorporated by reference.

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Figure 8-3- Earthquake Shaking Potential



### 8.6.7 Shortage Response Action Effectiveness

The effectiveness of the shortage response actions for each of the standard water shortage levels identified in Section 8.5 is evident in the City's historical ability to meet its customer's water demands in response to a water supply shortage. In addition, the City imposes water consumption regulations and restrictions and supports local agencies in efforts to enforce regulations and prohibitions on water use. The effectiveness of each of the City's shortage response actions, to reduce any potential gaps between supply and demand, has been quantified in the expected demand reduction provided in Table 8-2.

Section 6 of the 2025 UWMP provides a tabulation of the City's historical annual water demands for each water supply source. During the past 10 years, the City experienced a five-consecutive year drought within its service area from FY 2011-2012 to FY 2015-2016. Throughout this extended dry year period, the City's annual water production ranged from 20,025 AF to 25,126 AF, with an average of approximately 23,394 AF. In addition, historical records indicate the City previously produced a maximum of up to 25,126 AF during FY 2012-2013. The City has been able to provide sufficient water supplies to its customers, including during long-term droughts and years with historically high water demands. In addition, the City has been able to provide water service to meet maximum day water demands for these years, including during the summer months.

The City's water demands during the most recent five years (from FY 2020-2021 to FY 2024-2025) averaged approximately 19,416 AFY. Due to conservation efforts and demand management measures (discussed in Chapter 9 of the 2025 UWMP), the City's recent water demands have been significantly less than its historical water demands, including during long-term droughts. The City's projected water demands (during a normal year, a single dry year, and a five consecutive year drought) are provided in Section 7 of the 2025 UWMP and are anticipated to incorporate similar reductions in water use rates as a result of the shortage response actions, ongoing conservation efforts, and demand management measures. Because the City's projected water demands are similar to its historical water demands, it is anticipated the City will be able to continue providing sufficient water supplies to its customers to meet projected water demands, including during long-term droughts. In addition, based on historical and ongoing management practices, the City will be able to continue relying on its water supply source from the Chino Basin for adequate supply augmentation in response to each of the standard water shortage levels identified in Section 8.5.

Based on the City's demonstrated ability to meet water demands during past water supply shortages, the adopted water shortage levels, the adjusted operating safe yields, and water supplies during long-term droughts, it is anticipated that the City will be able to provide sufficient water supplies to its customers during each of its standard water shortage levels. The City will enact varying levels of its WSCP to encourage retail customers to reduce water consumption. Notwithstanding, the effectiveness of each of the City's shortage response actions, in order to reduce any potential gaps between supply and demand, has been quantified in the expected demand reduction section provided in Table 8-2. The effectiveness of the City's shortage

response actions is based on the City's water demands prior to 2015 (unconstrained demands). The City reduced its water demands in 2015 in response to the Governor's April 1, 2015, Executive Order B-29-15 which mandated statewide reduction in water use of 25 percent. The City's actual water demand reduction during this period was used to estimate the extent of water use reductions for the City's Water Shortage Stages. The City's Water Shortage Levels 1, 2, 3, 4, 5, and 6 are expected to reduce water demands by up to 10%, 20%, 30%, 40%, 50%, and greater than 50%, respectively.

## 8.7 Communication Protocols

Since July 1, 2022, the City is required to submit an Annual Assessment in accordance with DWR's guidance and requirements. The Annual Assessment will include a review of the City's unconstrained water demands (i.e., water demands prior to any projected response actions the City may trigger under this WSCP) for the current year and the upcoming (potential single dry) year. The City will also include information regarding anticipated shortages, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the City's WSCP.

When any water shortage level is declared by resolution of the City Council, the specific level called for shall be made by public announcement and shall be published at least twice in a newspaper of general circulation and shall become effective immediately on the date specified in the newspaper publications. If the water shortage requires further intervention, the City will declare a water shortage emergency as specified in Water Code Chapter 3. When any other water shortage level is declared or the drought conditions no longer exist, then publication of the applicable portion of this WSCP, or a statement stating that the drought conditions no longer exist, shall be published an additional two times.

A review board is established to review hardship and special cases which cannot follow the letter of this WSCP. The review board shall consist of any two of the following or their respective designees: Director of Development Services, Director of Finance, or Director of Public Works. Appeal of any board decision shall be made to the City Manager.

It is the purpose of the review board to review hardship or special cases and to determine whether or not said case warrants an exemption. The decision of the review board shall be prepared in writing, include terms and conditions, if any, set forth findings in support of the decision, and are promptly sent to the applicant. The board shall consider the facts of each case and decide whether to grant an exemption within five (5) working days of the receipt of a properly completed "Application for Exemption from Mandatory Water Restrictions" form. The application must include pertinent information and a written statement from the applicant. An exemption shall be granted for reasons of economic hardship which is defined as, but not limited to, a threat to an individual business's primary source of income (but under no circumstances shall inconvenience or the potential for damage of landscaping be considered an economic hardship which justifies an exemption.) An exemption may also be granted in instances where the water use restrictions cannot be met without threatening public health or safety, or there has been a significant change in the customer's circumstances. No exemption

will be granted to any customer for any reason in the absence of a demonstration that the customer has achieved the maximum practical reduction in water consumption. The board shall authorize only the implementation of equitable water use restrictions which further the purpose and intent of the emergency water conservation plan. The special water use restrictions authorized by the board in each special or hardship case shall be set forth on the face of the exemption.

An exemption to any element of this WSCP granted under any adequate water shortage level shall not be valid upon implementation of any more severe water shortage level of this WSCP. An exemption expires under its own terms and conditions and/or when the next higher level of the water shortage takes effect. A separate application for exemption must be submitted at each higher water shortage level unless the exemption conditions specifically do not require such separate application.

Any person, corporation, or association who is granted an exemption and makes use of the water utility of the City pursuant to said exemption shall provide proof of said exemption upon demand by any peace officer or person authorized by the City to enforce this WSCP. Upon conviction of any person, corporation, or association for violating any provision of this part, the review board shall revoke any exemption previously granted. However, the board shall notify applicant of the proposed revocation in writing no less than five (5) working days before taking such action, and applicant shall be given the opportunity to be heard by the review board prior to it taking such action.

Persons wishing to appeal the decision of the board shall have the right to appeal to the City Manager. Appeal shall be made in writing within ten (10) working days of the board decision. The decision of the City Manager shall be final.

## 8.8 Compliance and Enforcement

It is unlawful for any water customer to fail to comply with any of the provisions of this WSCP. Notwithstanding any other provision of the City Code, the penalties set forth herein shall be exclusive and not cumulative with any other provisions of this code. Furthermore, any and all violations that occur on any one day shall be treated as one violation for the purposes of determining a penalty. The penalties for failure to comply with the provisions of this WSCP shall be as set out as follows:

1. For the first violation by any customer of any of the provisions of this WSCP, the City shall issue a written notice of the fact of such violation to the customer.
2. For a second violation by any customer of any of the provisions of this WSCP within the same twelve-month period beginning with the first violation, the City shall issue a final written notice of the fact of such violation to the customer.
3. For a third violation by any customer of any of the provisions of this WSCP within the same twelve-month period beginning with the first violation, a surcharge in the amount of fifty dollars shall be added to the customer's water bill.

4. For a fourth violation by any customer of any of the provisions of this WSCP within the same twelve-month period beginning with the first violation, a surcharge in the amount of one hundred dollars shall be added to the customer's water bill that follows the customer's water bill containing the fifty-dollar surcharge for the third violation.
5. For a fifth and any subsequent violation by any customer of any of the provisions of this WSCP within the same twelve-month period beginning with the first violation, a surcharge in the amount of one hundred and fifty dollars shall be added to the customer's water bill that follows the customer's water bill containing the one hundred-dollar surcharge for the fourth violation.
6. After a fifth violation of this WSCP within the same twelve-month period beginning with the first violation, the City may install a flow restricting device of one (1) gallon per minute (GPM) capacity for services up to one and one-half inch size and comparatively sized restrictors for larger services. Such action shall be taken only after a hearing held by the review board where the customer has an opportunity to respond to the City's information or evidence that the customer has repeatedly violated this chapter's rules regarding the conservation of water and that such action is reasonably necessary to assure compliance with this WSCP regarding the conservation of water. Appeal of board decisions shall be made in writing to the City Manager within ten (10) working days of the board hearing. The decision of the City Manager shall be final. Any such restricted service may be restored upon application of the customer made not less than forty-eight (48) hours after the implementation of the action restricting service and only upon a showing by the customer that the customer is ready, willing, and able to comply with the provisions of this WSCP's rules regarding the conservation of water. Prior to any restoration of service, the customer shall pay all City charges for any restriction of service and its restoration as provided for in a separate ordinance.

## 8.9 Legal Authorities

The City Council shall authorize and direct implementation of the applicable provisions of this WSCP upon determination that such implementation is necessary to protect the public health, welfare, and safety, or when the demand for water consumption threatens to exceed the City's available supply of potable water to the customer.

When any water shortage level of this WSCP is declared by resolution of the City Council, the specific level called for shall be made by public announcement and shall be published at least twice in a newspaper of general circulation and shall become effective immediately on the date specified in the newspaper publications. When any other water shortage level is declared or the drought conditions no longer exist, then publication of the applicable portion of this WSCP, or a statement stating that the drought conditions no longer exist, shall be published an additional two times.

This WSCP shall authorize the City Manager to implement the provisions hereof by monitoring progress of the WSCP. Further, the City Manager may adopt any and all revisions that he

deems necessary to meet the intent of this WSCP. Thereafter, the City Manager may promulgate such revisions by signing and dating them.

The City shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency. This includes the County of San Bernardino.

### 8.10 Financial Consequences of WSCP

A primary source of City revenue is user service charges, which consist of charges according to meter size and a volumetric charge per unit of water consumed. As of December 1, 2019, the City implemented water budget-based rates where each customer is given an individual budget based on their own water use. The City's current water rate structure is tiered to promote water conservation by customers. The water rates have been developed to fund the cost of water and are related to the overall cost of water service. Residential, commercial, and landscape customers are billed on separate inclining block rate structures, with a fixed service charge based on meter size, to encourage water conservation and discourage waste. The rate structures include three tiers. The charges have historically accounted for a large portion of the City's water sales revenue.

The City has historically maintained a financial reserve in its Water Fund. The City may use financial reserves for water system expenditures to make up for shortfalls in water revenue associated with reduced water sales.

### 8.11 Monitoring and Reporting

Chino regularly monitors water supply and consumption throughout the service area. During water supply shortages, City staff will monitor overall water consumption on a monthly basis based off the City's metering and accounting system. Rates of consumption will be assessed in comparison with "normal" unrestricted water use rates based on historical consumption during non-shortage periods. In the event system-wide monitoring indicates water use reduction targets are not met, City staff may perform a more detailed review and comparison against normal water use rates for specific water use categories. Outcomes of the categorical review may include additional targeted outreach/communication to categories that have not achieved the appropriate reduction and/or identification of specific meters/users for additional records review.

Customer compliance with the provisions adopted by declaration of a WSCP are monitored and reported through water loss audits performed by the City. Staff prepare annual Distribution System Water Audits to monitor water losses. Staff review the audits to track real and apparent losses. Losses are monitored by comparing water production to sales. The City regularly monitors its system and repairs leaks in a timely manner. To help in its effort to reduce and eliminate losses, The City has implemented a Meter Replacement and Retrofit Program to install meters with advanced metering infrastructure.

## 8.12 WSCP Refinement Procedures

The City's WSCP has been prepared as an adaptive management plan. As discussed in Section 8.9, the City will monitor and report on the implementation of the WSCP. The City will review the implementation results for any current or potential shortage gaps between water supplies and demands. The City will evaluate the need for revising the WSCP to resolve any shortage gaps, as necessary. The City will consider the following potential revisions in the event of a potential shortage gap:

- Implementation of additional public outreach, education, and communication programs (in addition to the programs discussed in Section 9 of the City's 2025 UWMP).
- Implementation of more stringent water use restrictions under the standard water shortage levels (discussed in Section 8.5).
- Implementation of stricter enforcement actions and penalties (discussed in Section 8.6).
- Improvements to the water supply augmentation responses (discussed in Section 8.6.2), as well as any associated operational changes (discussed in Section 8.6.3) which may be required.
- Incorporation of additional actions recommended by City staff or other interested parties.

The City will use the monitoring and reporting data to evaluate the ability for these potential revisions to resolve any shortage gaps which may occur within the standard water shortage levels.

This WSCP is adopted as part of the City's 2025 UWMP adoption process discussed in Section 10 of the City's 2025 UWMP. It is anticipated the City will review, revise, and adopt an updated WSCP as part of preparing its 2025 UWMP, as necessary. However, the City will continue to review the monitoring and reporting data, and if needed, update the WSCP more frequently. Any updates to the City's WSCP will include a public hearing and adoption process by City Council (see Section 8.14).

## 8.13 Special Water Feature Distinction

The City's WSCP defines "decorative water features" as water features which are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, but excluding pools and spas. In general, there are additional health and safety considerations in the water supplied to pools and spas compared to decorative water features. As a result, the City's WSCP has reviewed the response actions, enforcement actions, and monitoring and reporting programs separately for decorative water features and for pools and spas, as applicable.

## 8.14 UWMP Adoption, Submittal, and Availability

The City's WSCP is adopted as part of the City's 2025 UWMP adoption process discussed in Section 10 of the City's 2025 UWMP. The process for adopting the City's WSCP includes the following:

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- The City will conduct a public hearing and make the WSCP available for public inspection.
- The City will provide notification of the time and place of the public hearing to any city or county in which water is provided.
- The City will publish notice of public hearing in a newspaper once a week, for two successive weeks (with at least five days between publication dates).
- The City Council will adopt the 2025 UWMP and the WSCP.
- As part of submitting the 2025 UWMP to DWR, the City will also submit the WSCP (electronically through DWR's online submittal tool) within 30 days of adoption and by July 1, 2026.
- The City will submit a copy of the WSCP to the California State Library and to any city or county in which water is provided within 30 days of adoption.
- In addition, the City will make the WSCP available for public review within 30 days of adoption.

If there are any subsequent amendments required, the process for adopting an amended WSCP includes the following:

- The City will conduct a public hearing and make the amended WSCP available for public inspection.
- The City Council will adopt the amended WSCP.
- The City will submit the amended WSCP to DWR (electronically through DWR's online submittal tool) within 30 days of adoption.

Additional information regarding the adoption, submittal, and availability of the City's WSCP (and 2025 UWMP) is provided in Section 10 of the City's 2025 UWMP.

# 9

## Demand Management Measures

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

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### IN THIS SECTION

- Existing Demand Management
- Reporting Implementation
- Water Use Objectives

## 9.1 Introduction

This section outlines Chino's water conservation efforts over the past five years, current initiatives, and future plans to meet State efficiency standards from DWR. Key takeaways from each section are as follows:

- The City has implemented “DMMs” to reduce its water demands and achieve its water use targets.
- The City's DMMs include public education and outreach programs regarding water conservation.
- The City's DMMs include staffing of its water conservation program.
- Additional DMMs including rebate, conservation, asset management, and wholesale supplier assistance programs are discussed.
- The City's DMMs include adoption of ordinances to prevent water waste.
- The City's DMMs include metering of all customer connections, including separate metering for single-family residential, commercial, industrial, large landscape and institutional/governmental facilities.
- The City's DMMs include conservation pricing. The City's current water rate structure is tiered to promote water conservation by customers.
- The City's DMMs include various actions to assess and manage water distribution system losses.

A summary of the DMMs the City has implemented over the past five (5) years is provided. The City met the 2020 Water Use Target (discussed in Section 5) through the implementation of these DMMs.

## 9.2 Existing Demand Management Measures

The City is committed to implementing water conservation programs. The City also works collaboratively with IEUA to provide water conservation programs for the City's residents. As a customer agency of IEUA, the City's residents have the benefit of participating in IEUA's conservation efforts. The City works closely with IEUA to facilitate the installation of water saving technology and devices and implementation of public outreach and education programs. Water use efficiency programs are a significant part of IEUA's Water Resources Program. The following sections describe the City's implementation of the DMMs required in the UWMP Act.

### 9.2.1 Water Waste Prevention Ordinances

The City has adopted ordinances in support of water conservation efforts to prevent water waste. Copies of these ordinances are provided in Appendix H.

The City adopted Ordinance No 2009-04 (“Water Conservation Program”) in May 2009, which established regulations to prevent water waste. Ordinance No 2009-04 includes the following restrictions (Municipal Code § Title 13 - WATER, SEWERS AND UTILITIES Chapter 13.04 - WATER, 2025):

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- Allowing irrigation water to run off into a gutter, ditch, drain, driveway, sidewalk, street, or onto pavement or other hard surface.
- Outdoor irrigation of landscape for more than fifteen minutes of watering per day per station. This restriction does not apply to landscapes that utilize drip irrigation systems.
- Automated irrigation of landscape during the hours of 6:00 a.m. to 8:00 p.m. Customers are encouraged to avoid the use of sprinklers on windy days. Irrigation by handheld hoses with automatic shutoff nozzles, drip irrigation, or handheld buckets is permitted anytime.
- Outdoor irrigation of landscape on rainy days.
- Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, patios, and alleys, except when necessary to alleviate safety or sanitary hazards.
- Excess use, loss or escape of water through breaks, leaks, or other malfunctions in the plumbing system or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected.
- Washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment, unless done with a handheld bucket or handheld hose equipped with a positive shutoff nozzle for quick rinses.
- Restaurants serving water to their customers, except when specifically requested by their customers.
- Operating a decorative water fountain or feature, built or installed after the adoption of this ordinance, that does not include re-circulated water.
- Operating a commercial car wash or laundry, built or installed after the adoption of this ordinance, that does not use re-circulated water.
- Operating a single-pass cooling system built or installed after the adoption of this ordinance.

Since then, the City adopted Urgency Ordinance No. 2015-004 in June 2015, which established additional regulations and penalties to the Water Conservation Program. Ordinance No 2015-004 includes the following restrictions:

- Prohibitions on serving drinking water at eating or drinking establishments (unless requested).
- Commercial lodging establishments must provide the option to not launder daily.
- Irrigation only on Monday, Wednesday, Friday, and Saturday between the hours of 8 p.m. and 6 a.m.

The City also adopted Ordinance No. 2015-008 in October 2015, pertaining to water efficient landscapes to reduce or eliminate water waste. This ordinance implements DWR's Model Water Efficient Landscape Ordinance as adopted by the California Water Commission.

### 9.2.2 Metering

The City meters all customer connections, including separate metering for single-family residential, commercial, industrial, and landscape customers. The City has implemented a Meter Replacement and Retrofit Program to install meters with Advanced Metering Infrastructure (AMI). Furthermore, if there is new development within the City, each facility is individually metered. Service charges for the City are based on the customers' connection size. Further information regarding the City's service fees and conservation pricing is provided in Section 9.2.3.

### 9.2.3 Conservation Pricing

As of December 1, 2019, the City implemented water budget-based rates where each customer is given an individual budget based on their own water use. The City's current water rate structure is tiered to promote water conservation by customers. The water rates have been developed to fund the cost of water and are related to the overall cost of water service. Residential, commercial, and landscape customers are billed on separate inclining block rate structures, with a fixed service charge based on meter size, to encourage water conservation and discourage waste. The rate structures include three tiers.

### 9.2.4 Public Education and Outreach

The City offers public information programs for its customers to promote water conservation. The City provides marketing and outreach materials to its customers using social media platforms, the City's website, community outreach events, school education programs, and direct communication to customers regarding their water use. Customers can learn about rebates and additional programs through the City's website.

The City conducts water conservation school education programs to Chino elementary schools. Programs include school assemblies, water efficient gardens, and other lesson materials to educate students on the topics of water conservation. The City is also a member of the Water Education Water Awareness Committee (WEWAC) that promotes the education of water issues to local schools. WEWAC hosts digital media and essay contests and provides financial support for lesson plan materials about water issues. The City will continue the school education programs to promote water conservation.

The City provides public information programs to promote and educate customers on water conservation by hosting and participating in City and regional community events, providing bill inserts, and attending community meetings. Events include the Chino Youth Museum Water Exhibit, Earth Day, the City Business Fair, and the Compost and Mulch Giveaway events, Gardening and Landscape training workshops, and the Water Conservation Festival in partnership with CBWCD. All outreach event flyers, rebate information, and general conservation program information are provided at City Hall or on the City's website. The City will continue these programs to promote water conservation.

### 9.2.5 Programs to Assess and Manage Distribution System Real Losses

The City has water conservation literature that alerts customers to be on the lookout for water system leaks and to correct them promptly. Customers are encouraged to regularly check their usage on the City's website. The City is available to assist customers in answering questions regarding system leaks or higher than expected water usage.

The City prepares annual Distribution System Water Audits (discussed in Section 4.2.3) to monitor water losses. City staff review the audits to track real and apparent losses. Losses are monitored by comparing water production to sales. The City regularly monitors its system and repairs leaks in a timely manner. To help in its effort to reduce and eliminate losses, the City uses AMI for accurate consumption data. In areas where a leak is visible, staff are dispatched to a site to pinpoint the leak to minimize the excavation area and save resources.

### 9.2.6 Water Conservation Program Coordination and Staffing Support

Staff from multiple City departments (Public Works, Finance, Development Services) are involved in the implementation of the water conservation program. These include water utility maintenance and operations personnel and administrative staff who coordinate activities, answer billing and usage questions, and respond to public inquiries.

### 9.2.7 Other Demand Management Measures

In addition to the above DMMs, the City implements programs in collaboration with regional partners.

Through IEUA's Regional Water Use Efficiency Program, member agencies, including the City, are encouraged to adopt approaches and technologies to encourage customers to increase water efficiency. Approaches include the implementation of advanced monitoring infrastructure to increase customer engagement on their individual water usage. Locally implemented water conservation programs include: the Residential Landscape Tune Up Program; the Residential Landscape Retrofit Program; the Weather-Based Irrigation Control Update Program; and the Pressure Regulation Program. IEUA maintains staff for program coordination and annual reporting of the effectiveness of implemented programs.

The City participates in MWD's Landscape Design Assistance Program through IEUA where customers are provided landscape design services for free. Additionally, the City participates in MWD's Residential Landscape Transformation Program to reward customers whose landscape designs utilize water-saving plants, technology, irrigation systems, and hardware.

The City also participates in MWD's regional rebate program, the SoCal WaterSmart Program which is available to the City's residential and commercial customers. There are rebates available for the purchase of high-efficiency clothes washers (HECW), premium high-efficiency toilets (PHET), weather-based irrigation controllers (Smart Controllers), rain barrels, rain cisterns, and turf removal to both residential and commercial customers to promote water

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conservation. The City's commercial customers are offered plumbing, landscaping, Heating, Ventilation, and Air Conditioning (HVAC), and medical and dental equipment rebates. The City provides information about these programs to customers on its website.

The City plans to continue implementation of these programs to promote water conservation.

## 9.3 Reporting Implementation

### 9.3.1 Implementation over the Past Five Years

The highlights of DMM implementation over the past five years are described in previous sections. Additionally, the City is committed to implementing water conservation programs and works collaboratively with IEUA to provide water conservation programs for its residents. As a customer agency of IEUA, the City's residents have the benefit of participating in IEUA's conservation efforts as well as those provided through MWD's SoCal Water\$mart and CBWCD programs. A summary of Chino's program participation over the last five years is provided in Table 9-1.

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**Table 9-1- Rebate Program Participation FY 2021 through FY 2025**

<b>SoCal Water\$mart Residential Rebates</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>Total</b>
High-Efficiency Toilets (HET)	5		38	80	19	142
High-Efficiency Clothes Washers (HECW)	72	74	56	122	34	358
Rotating Nozzles for Pop-up Spray Heads (Nozzles)	75	75				150
Weather-based Irrigation Controllers (WBIC)	45	42	25	28	19	159
Hose Bib Controller	1	4		2		7
Turf Replacement (sq. ft.)	8522	5300	19752	17,258		50832
Rain Barrels	1		2	6		9
Low-flow Showerheads			26	232	133	391
Faucet Aerators			24	76	88	188
<b>IEUA Locally Implemented Residential Programs</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>Total</b>
Landscape Tune-Up Program	189	101	377	291	124	1082
Nozzles			2540	1872	876	5288
Residential Landscape Retrofit Program	33	15				48
WBIC	44	23				67
Nozzles	114	6				120
Large Landscape Retrofit Program			23	22	2	47
WBIC			33	29	3	65
Nozzles			2	64		66
Small Site Controller Upgrade Program			224	90	95	409
WBIC			256	100	111	467
Res. Education, Survey, and Controller Upgrade Program	133	113				246
WBIC	150	127				277
Residential Pressure Regulation Program	2	76				78
<b>SoCal Water\$mart Commercial Rebates</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>Total</b>
High-Efficiency Toilets (HET)			96			96
Irrigation Controller + Add on					1	1
Controllers					3	3
Stations					20	20
Laminar Flow Restrictor				194		194
Turf Replacement	33829				34717	68546
Plumbing Flow Control				58		58
<b>Additional Water Use Efficiency Programming</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>Total</b>
CBWCD Landscape Evaluation Audit Program			6	6	3	15

**Source:** (Inland Empire Utilities Agency, 2025)

**Table 9-2- IEUA DMM Education and Outreach Program**

Program	FY 21	FY 22	FY 23	FY 24	FY 25
Water-saving technologies/ services	Owlie's Virtual Adventures	4,595	11,221	19,360	15,250
Discover the Environment and Water (DEW) Field Trip	Owlie's Virtual Adventures	Owlie's Virtual Adventures	1,946	2,350	2,086
Water Scout Badge Program				51	60
Annual Earth Day – Student Day (includes K-5 students, chaperones, and educators)	Virtual due to COVID-19	Virtual due to COVID-19	700	1,107	1100
Annual Earth Day (includes community members, scout troops, and after-school program participants)	Virtual due to COVID-19	Virtual due to COVID-19	1000	964	860
Virtual Earth Week	5,000 page views / 500 students	8,100 page views / 450 students			
Owlie's Virtual Adventures	1,000 students	1,500 students			
Water is Life Annual Poster Contest entries				800	522
Water Engineering 4 Good (WE4G) (previously Solar Cup) participants	Chino Hills High School	Chino Hills, Colony High School, Upland High School	Chino Hills High School, Upland High School		Vina Danks Middle School
<b>National Theatre for Children (NTC)</b>					
School assembly performances	16 virtual	14 live stream performances	69	71	59
Schools	38	52	37	37	36
Students	18,051	20,527	14,893	14,373	10,690
Teachers	823		567	577	542

**Note:** IEUA Programs are not limited to the City of Chino. The data reported here are inclusive of all IEUA programs for this period.

**Source:** (Inland Empire Utilities Agency, 2025)

## 9.4 Implementation to Achieve Water-Use Targets

As discussed in Section 5, the City met its SBX7-7 target in 2020 and has continued to do so in large part due to DMMs implementation. Water use efficiency standards from the CWOL Regulation supersede SBX7-7 standards. Water agencies, including the City, are required to begin reporting compliance consisting of indoor residential water use, outdoor residential water use, commercial, industrial, and institutional, irrigation with dedicated meters, water loss, and other unique local uses. Continued implementation of these DMMs will assist the City in meeting future water use targets and objectives, as discussed in Section 4.2.5.

# 10 Plan Adoption, Submittal, and Implementation

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

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## IN THIS SECTION

- Completed Steps for UWMP and WSCP

## 10.1 Completed Steps for UWMP and WSCP

As discussed in Section 2.3, Chino coordinated the preparation of the 2025 UWMP with multiple agencies. Chino notified these agencies, as well as the cities and county within which Chino provides water supplies, at least sixty (60) days prior to the public hearing of the preparation of the 2025 UWMP and WSCP and invited them to participate in the development of the UWMP and WSCP. A copy of the notification letters sent to these agencies is provided in Appendix B.

The UWMP and WSCP were made available for public review in May 2026, and a public hearing was held on June 2, 2026, to receive public input on the draft documents.

Chino City Council adopted the 2025 UWMP and the WSCP at a public meeting on June 2, 2026. The resolution of adoption is included as Appendix D.

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

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

## 10.2 Plan Submittal

Chino's City Council adopted the 2025 UWMP on June 2, 2026, and within 30 days, Chino submitted the adopted 2025 UWMP (including the WSCP) to DWR. The 2025 UWMP and WSCP were submitted through DWR's "Water Use Efficiency (WUE) Data Portal" website.

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

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

## 10.3 Public Availability

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

## 10.4 Amending an Adopted UWMP or WSCP

If Chino amends the adopted 2025 UWMP (and/or the WSCP), the amended UWMP or WSCP will undergo adoption by Chino's governing board. Within 30 days of adoption, the amended

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UWMP will then be submitted to DWR, the State of California Library, and the County of San Bernardino's Assessor- Recorder/Clerk's office.

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# Appendix A DWR Tables



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

Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
Add additional rows as needed			
CA3610012	City of Chino	23,420	15,324
<b>Total</b>		23,420	15,324

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

**NOTES:**

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

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

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

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

The retail Supplier has informed the following wholesale supplier(s) of projected water use.

Wholesale Water Supplier Name

Add additional rows as needed

Inland Empire Utilites Agency

Water Facilities Authority

Chino Basin Desalter Authority

**NOTES:**

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

Population Served	2025	2030	2035	2040	2045	2050(opt)
	95,744	98,820	101,897	106,040	110,183	114,327

**NOTES:**

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

Use Type	Additional Description (as needed)	2025 Actual Water Use	
<b>Drop down list</b> May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		<b>Potable or Non- Potable</b> (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family		Potable	7,230
Multi-Family		Potable	1,383
Commercial		Potable	2,188
Industrial		Potable	470
Landscape		Potable	2,584
Agricultural		Potable	24
Other (optional)		Potable	44
Distribution System Water Loss		Potable	1,400
		Subtotal Potable	15,323
		Subtotal Non-Potable	0
		<b>Total</b>	15,323

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

**NOTES:**

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

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
<b>Drop down list</b> May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		<b>Potable or Non-Potable</b> (OPTIONAL) Drop down list	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 opt (AF)
Add additional rows as needed.							
Single Family		Potable	8,070	8,009	8,070	8,230	8,472
Multi-Family		Potable	1,437	1,371	1,327	1,302	1,292
Commercial		Potable	2,395	2,599	2,803	3,007	3,211
Industrial		Potable	524	554	584	615	645
Landscape		Potable	2,513	2,197	1,966	1,804	1,699
Agricultural		Potable	38	51	64	77	90
Other (optional)		Potable	26	8	-10	-29	-46
Distribution System Water Loss		Potable	1,538	1,705	1,873	2,041	2,208
Subtotal Potable			16,541	16,494	16,677	17,047	17,571
Subtotal Non-Potable			0	0	0	0	0
<b>Total</b>			16,541	16,494	16,677	17,047	17,571

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

**NOTES:**

<b>Submittal Table 4-3 Retail: Inclusion in Water Use Projections</b> <b>Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)</b>	
<b>Are Future Water Savings Included in Projections?</b> Drop down list (y/n)	Yes
If "Yes" to above, <b>state the section or page number</b> , in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. <b>Optional</b> Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	Section 4.3/ 4.2.5
<b>Are Lower Income Residential Demands Included In Projections?</b> Drop down list (y/n)	Yes
<b>Optional</b> If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	
<b>DWR NOTES:</b> Additional guidance is provided in Appendix K.	
<b>NOTES:</b>	

**Submittal Table 4-5 Retail: Water Loss Audit Reporting  
Water Code Section 10631(d)(3)(A)**

Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
--	------------------	--

**Report submittal status for all five years for each Public Water System as available. Add rows as needed**

CA3610012	2020	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes

**DWR NOTES:** Suppliers will provide a link to the WUEdata submittals of their Water Loss Audit Reports.

**NOTES:** See Section 4.2.3 for direct links to AWWA Water Audits.

**Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard  
Water Code Section 10631(d)(3)(C)**

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss <small>Drop down list</small>	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
Add additional rows as needed.											
CA3610012	Yes	19	Gallons per Service Connection per Day (GPSCD)	23,052	1038	40.2	8.5	Gallons per Service Connection per Day (GPSCD)	23,052	201	7.8

[Water Board's Calculated Water Loss Standards](#)

**DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss MUST remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.**

**NOTES:**

**Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress**  
**Water Code Section 10608.40**

Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.

Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	Only for suppliers that did not meet the Target in 2020 See DWR NOTES below.	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	189	169	Yes		NA

**DWR NOTES:**  
**Suppliers calculating a 2025 GPCD** will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies.  
**Suppliers that were part of a merger or consolidation since 2020** see Chapter 5 and Appendix P for guidance.

**NOTES:**

**Submittal Table 6-1 Retail: Groundwater Volume Pumped  
Water Code Section 10631(4) and 10631(4)(c)**

Check the box if the Supplier does not pump groundwater.  
Proceed to the next table.

Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)

Groundwater Type <b>Drop Down List</b> May use each category multiple times	Potable or Non-Potable (OPTIONAL) <b>Drop down list</b>	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
---	--	------------------------	-----------	-----------	-----------	-----------	-----------

**Add additional rows as needed**

Alluvial Basin	Potable	Chino Basin	6,133	6,193	5,569	5,872	6,186
<b>Total</b>			6,133	6,193	5,569	5,872	0

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

**NOTES**

**Submittal Table 6-2 Retail: Wastewater Collected Within Service Area**  
**Water Code Section 10633(a)**

<input type="checkbox"/>	Check the box if there is no wastewater collection system. Proceed to the next table.
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)

Wastewater Collection			Recipient of Collected Wastewater	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL Drop Down List	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number Drop down list	Is WWTP Located Within UWMP Area? Drop Down List
Add additional rows as needed				
IEUA	Estimated	3,453	IEUA Carbon Canyon WWRF, Place ID 259184	Yes
IEUA	Estimated	0	IEUA Carbon Canyon WWRF, Place ID	Yes
IEUA	Estimated	3,187	IEUA Carbon Canyon WWRF, Place ID 259186	Yes
<b>Total Wastewater Received from UWMP Service Area in 2025:</b>		6,640		

**DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.**  
**Additional Guidance:** See Appendix M, Section M.21 for detailed guidance on this table.

**NOTES: Row 2 and 3 of table describe facility RP-2 and RP-5 respectively.**

**Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area**  
**Water Code Section 10633(b)**

Check the box if no wastewater is treated or disposed of within the UWMP service area. Proceed to the next table.

Wastewater Treatment Plant Name and Place ID Number Drop down list	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) Drop down list	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	2025 Outcomes of Treated Wastewater										
				Water Recycled Within UWMP Service Area (enter data as applicable)		Water Recycled Outside of UWMP Service Area (enter data as applicable)		Effluent Discharge that is not a Permitted Recycled Water Use (enter data as applicable)		Required Discharge for Instream Flow (enter data as applicable)		Delivered to Another Entity for Additional Treatment (enter data as applicable)		
				Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Name of other entity
IEUA Carbon Canyon WWRF, Place ID 259184	Yes	3,453	3,453		1,806		480		1,168					
IEUA Carbon Canyon WWRF, Place ID 259185	Yes	0	-		-		-		0					
IEUA Carbon Canyon WWRF, Place ID 259186	Yes	3,187	3,187		1,702		439		1,047					
<b>Total</b>		<b>6,640</b>	<b>6,640</b>		<b>3,508</b>		<b>919</b>		<b>2,215</b>		<b>0</b>		<b>0</b>	

**DWR NOTES:**  
**Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.  
**IPR:** Indirect Potable Reuse would have the treatment level of its end use requirement in the Level of Treatment drop-down.  
**Additional Guidance:** See Appendix M, Section M.21 for detailed guidance on this table.

**NOTES :**Row 2 and 3 of table describe facility RP-2 and RP-5 respectively.

**Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area  
Water Code Section 10633 (c),(d),(e)**

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

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	IEUA
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	City of Chino Hills
Volume of Supplemental Water Added in 2025 (OPTIONAL) :	
Source of 2025 Supplemental Water (OPTIONAL) :	

Use Type Drop down list	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	Potential Recycled Water Use	
									Volume	Narrative page number (OPTIONAL)
Add additional rows as needed										
Agricultural irrigation	Non-Potable		1,223	1,450	1,300	1,100	900	700		
Landscape irrigation (exc golf courses)	Non-Potable		2,166	2,369	2,615	2,887	3,188	3,520		
Industrial use	Non-Potable		19	21	23	26	28	31		
Groundwater recharge (IPR)			2,151	2,375	2,622	2,895	3,196	3,529		
Other (Description Required)	Non-Potable	Hydrant meter	96	100	105	110	115	120		
		Subtotal Potable	-	-	-	-	-	-	-	
		Subtotal Non-Potable	3,504	3,940	4,043	4,123	4,231	4,371	-	
		<b>Total</b>	5,655	6,315	6,665	7,018	7,427	7,900	-	0

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

**NOTES:**

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

Check the box if recycled water was not used in 2025 nor previously projected for use in 2020.  
Proceed to the next table.

<b>Use Type</b> Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Add additional rows as needed		
Agricultural irrigation	2,197	1,223
Landscape irrigation (exc golf courses)	2,302	2,166
Golf course irrigation		19
Groundwater recharge (IPR)		2,151
Other (Description Required)		96
<b>Total</b>	4,500	5,655

**DWR NOTES:**

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

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

**NOTES:**

**Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use**  
**Water Code Section 10633(f)**

<input type="checkbox"/>	Check the box if the 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 the UWMP
--	--

Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Add additional rows as needed			
Retrofits	Retrofit landscape irrigation systems	Ongoing	0
Recycled Water Distribution System Expansion	Expand existing recycled water distribution system	Ongoing	0
<b>Total (AF)</b>			0
<b>Unit Conversion to AF</b>			0

**DWR NOTES:**  
**Units of measure** (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.  
**The unit conversion to Acre Feet** addresses the Water Code's requirement that this value be provided in acre-feet.

**NOTES:**

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

Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.

Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.

Provide page location of narrative in the UWMP

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

Add additional rows as needed

State Street Water Treatment Plant	No			Potable	2026		6,452
Wel 17	No			Potable	2026		1,774
Well 16	No			Potable	2026		1,452
Well 11	No			Potable	2026		2,742

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

**NOTES:**

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

Water Supply		2025		
<b>Drop down list</b> May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	<b>Potable or Non-Potable</b> (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed				
Groundwater (not desalinated)	Chino Basin	Potable	6,186	
Purchased or Imported Water	Chino Basin Desalter Authority	Potable	5,086	
Purchased or Imported Water	Water Facilities Authority	Potable	4,052	
Recycled Water	Inland Empire Utilities Agency	Non-Potable	3,508	
Subtotal Potable			15,324	
Subtotal Non-Potable			3,508	
<b>Total</b>			18,832	
<b>DWR NOTES:</b> <b>Units of measure (AF, CCF, MG)</b> must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. <b>Total Entitlement:</b> e.g. Water Right, Groundwater Allocation, Contracted Amount.				
<b>NOTES:</b>				

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

Water Supply	Additional Detail on Water Supply	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop Down list	Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
			Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed												
Groundwater (not desalinated)	Chino Basin	Potable	7,669		7,790		8,102		8,573		9,171	
Purchased or Imported Water	Chino Basin Desalter Authority	Potable	5,000		5,000		5,000		5,000		5,000	
Purchased or Imported Water	Water Facilities Authority	Potable	3,902		3,902		3,902		3,902		3,902	
Recycled Water	Inland Empire Utilities Agency	Non-Potable	6,314		6,665		7,018		7,427		7,900	
		Subtotal Potable	16,571	0	16,692	0	17,004	0	17,475	0	18,073	0
		Subtotal Non-Potable	6,314	0	6,665	0	7,018	0	7,427	0	7,900	0
		<b>Total</b>	<b>22,885</b>	<b>0</b>	<b>23,357</b>	<b>0</b>	<b>24,022</b>	<b>0</b>	<b>24,902</b>	<b>0</b>	<b>25,973</b>	<b>0</b>

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

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

<b>Water Delivery Product</b> drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	<b>Only for Water Delivery Products Under the Urban Water Supplier's Operational Control</b>		
Start Date of Reporting Period	7/1/2024	<b>Sum of All Water Management Processes</b>	<b>Non-Consequential Hydropower</b>	
End Date of Reporting Period	6/30/2025			
Is upstream embedded energy in the values reported?				
Units of Measure for Water	AF	<b>Total Utility</b> See DWR NOTES	<b>Hydropower</b>	<b>Net Utility</b>
Volume of Water Entering Process		15,324		15,324
Energy Consumed (kWh)		5,335,320		5,335,320
Energy Intensity (kWh/vol. converted to MG)		1,068	-	1,068

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

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

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

**Data Quality Narrative:**

**Narrative:**

**NOTES:**

**Optional 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 2024-2025, use 2025	Available Supplies if Year Type Repeats	
		<input type="checkbox"/>	Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. <b>Location:</b> [insert location from UWMP]
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	% of Average Supply
Average Year	2012-2025	14,728	100%
Single-Dry Year	2018	14,377	97%
Consecutive Dry Years 1st Year	2012	15,441	105%
Consecutive Dry Years 2nd Year	2013	15,852	108%
Consecutive Dry Years 3rd Year	2014	16,225	110%
Consecutive Dry Years 4th Year	2015	14,578	99%
Consecutive Dry Years 5th Year	2016	12,866	87%
<p><b>DWR NOTES:</b> Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table.</p> <p><b>Units of measure (AF, CCF, MG)</b> must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.</p>			
<p><b>NOTES:</b></p>			

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

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals (autofill from Submittal Table 6-9 R)	16,571	16,692	17,004	17,475	18,073
Use totals (autofill from Submittal Table 4-2 R)	16,571	16,692	17,004	17,475	18,073
Surplus/(shortfall)	0	0	0	0	0

**OPTIONAL Planned WSCP Actions**

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

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

**NOTES:**

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

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals	16,177	16,295	16,599	17,059	17,643
Use totals	16,177	16,295	16,599	17,059	17,643
Surplus/(shortfall)	0	0	0	0	0
<b>OPTIONAL Planned WSCP Actions</b>					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
<b>DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.</b>					
NOTES					

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

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	17,374	17,966	18,733	17,298	15,789
	Use totals	17,374	17,966	18,733	17,298	15,789
	Surplus/(shortfall)	0	0	0	0	0
	<b>OPTIONAL Planned WSCP Actions</b>					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)						
Second year	Supply totals	17,836	17,966	18,302	18,809	19,453
	Use totals	17,836	17,966	18,302	18,809	19,453
	Surplus/(shortfall)	0	0	0	0	0
	<b>OPTIONAL WSCP Actions</b>					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)						
Third year	Supply totals	18,256	18,389	18,733	19,252	19,911
	Use totals	18,256	18,389	18,733	19,252	19,911
	Surplus/(shortfall)	0	0	0	0	0
	<b>OPTIONAL Planned WSCP Actions</b>					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)						
Fourth year	Supply totals	16,403	16,523	16,831	17,298	17,890
	Use totals	16,403	16,523	16,831	17,298	17,890
	Surplus/(shortfall)	0	0	0	0	0
	<b>OPTIONAL Planned WSCP Actions</b>					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)						
Fifth year	Supply totals	14,476	14,582	14,855	15,266	15,789
	Use totals	14,476	14,582	14,855	15,266	15,789
	Surplus/(shortfall)	0	0	0	0	0
	<b>OPTIONAL Planned WSCP Actions</b>					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)						

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

**NOTES:**

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

<b>2026</b>	<b>Total</b>
Total Water Use (AF)	16,328
Total Supplies (AF)	16,328
Surplus/Shortfall w/o WSCP Action	0
<b>OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
<b>2027</b>	<b>Total</b>
Total Water Use (AF)	17,031
Total Supplies (AF)	17,031
Surplus/Shortfall w/o WSCP Action	0
<b>OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
<b>2028</b>	<b>Total</b>
Total Water Use (AF)	17,706
Total Supplies (AF)	17,706
Surplus/Shortfall w/o WSCP Action	0
<b>OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
<b>2029</b>	<b>Total</b>
Total Water Use (AF)	16,156
Total Supplies (AF)	16,156
Surplus/Shortfall w/o WSCP Action	0
<b>OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
<b>2030</b>	<b>Total</b>
Total Water Use (AF)	14,476
Total Supplies (AF)	14,476
Surplus/Shortfall w/o WSCP Action	0

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

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

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

**NOTES:**

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

<input checked="" type="checkbox"/>	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.
-------------------------------------	---

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

**NOTES:**

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

Yes Is the Supplier completing this table using the standard six levels? (yes/no)

Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier <b>Drop down list</b> These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	

Add additional rows as needed

1	Transfers			Not applicable (see Notes)
1	Stored Emergency Supply			Not applicable (see Notes)
2	Transfers			Not applicable (see Notes)
2	Stored Emergency Supply			Not applicable (see Notes)
3	Transfers			Not applicable (see Notes)
3	Stored Emergency Supply			Not applicable (see Notes)
4	Transfers			Not applicable (see Notes)
4	Stored Emergency Supply			Not applicable (see Notes)
5	Transfers			Not applicable (see Notes)
5	Stored Emergency Supply			Not applicable (see Notes)
6	Transfers			Not applicable (see Notes)
6	Stored Emergency Supply			Not applicable (see Notes)

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

NOTES: The City will consider increased production from the Chino Basin using existing facilities to address increased demands. In addition, as discussed in Section 4.4 and 6.1, the City has a storage account to the Chino Basin. The City's current amount of water in managed storage is approximately 126,000 AF which can be recovered in the future as the need arises. As noted on Table 8-3, the City plans to implement demand reduction measures in the event water supplies from existing sources are not sufficient to meet anticipated demands.

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

No	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions <b>Drop down list</b> These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? For Retail Suppliers Only Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
Add additional rows as needed					
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Volume	1,726		Yes
1	Landscape - Limit landscape irrigation to specific times	Volume	1,726		Yes
1	Other - Prohibit use of potable water for washing hard surfaces	Volume	1,726		Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Volume	1,726		Yes
1	Other - Require automatic shut of hoses	Volume	1,726		Yes
1	CII - Restaurants may only serve water upon request	Volume	1,726		Yes
1	CII - Lodging establishment must offer opt out of linen service	Volume	1,726		Yes
1	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Volume	1,726		Yes
2	Other	Volume	3,453	All actions under Shortage Level 1	Yes
3	Other	Volume	5,179	All actions under Shortage Level 2	Yes
3	Other - Prohibit use of potable water for construction and dust control	Volume	5,179		Yes
4	Other	Volume	6,905	All actions under Shortage Level 3	Yes
5	Other	Volume	8,632	All actions under Shortage Level 4	Yes
6	Other	Volume	8,632	All actions under Shortage Level 5	Yes

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

NOTES:

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

City Name	60 Day Notice Drop Down (yes/no)	Notice of Public Hearing Drop Down (yes/no)
Add additional rows as needed		
City of Chino Hills	Yes	Yes
City of Ontario	Yes	Yes
County Name Drop Down List	60 Day Notice Drop Down (yes/no)	Notice of Public Hearing Drop Down (yes/no)
Add additional rows as needed		
San Bernardino County	Yes	Yes
<b>NOTES:</b>		

# Appendix B 60 Day Notifications



EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

03/11/2026

Ms. Elizabeth Willis  
General Manager  
Chino Basin Water Conservation District  
[ewillis@cbwcd.org](mailto:ewillis@cbwcd.org)

Delivered via Email

### City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Ms. Willis,

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

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

A copy of City of Chino's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at City of Chino's office located at 13220 Central Ave, Chino, CA 91710 and online at [City Council | Chino, CA \(cityofchino.org\)](http://City Council | Chino, CA (cityofchino.org)) link. City of Chino will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP anticipated to occur as follows:

Date: 5/19/2026

Time: 6:00 P.M.

Place: 13220 Central Ave, Chino, CA 91710

City of Chino invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Ben Orosco, via email at [BOrosco@cityofchino.org](mailto:BOrosco@cityofchino.org) or by phone at 909-334-3445.

Sincerely,

**Hye Jin Lee, PE**

Director of Public Works  
City of Chino

13220 Central Avenue, Chino, California 91710  
Mailing Address: P.O. Box 667, Chino, California 91708-0667  
(909) 334-3250 • (909) 334-3720 Fax  
Web Site: [www.cityofchino.org](http://www.cityofchino.org)



EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

03/11/2026

Mr. Tom O'Neil  
General Manager/CEO  
Chino Basin Desalter Authority  
[toneill@chinodesalter.org](mailto:toneill@chinodesalter.org)

Delivered via Email

### City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. O'Neil,

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

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Time: 6:00 P.M.

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Sincerely,

**Hye Jin Lee, PE**  
Director of Public Works  
City of Chino



13220 Central Avenue, Chino, California 91710  
Mailing Address: P.O. Box 667, Chino, California 91708-0667  
(909) 334-3250 • (909) 334-3720 Fax  
Web Site: [www.cityofchino.org](http://www.cityofchino.org)

EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

03/17/2026

Eric Mejia  
Acting Warden  
California Institution for Men

### City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Mejia,

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

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Sincerely,

**Hye Jin Lee, PE**

Director of Public Works  
City of Chino



EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

03/11/2026

Mr. Todd Corbin  
General Manager  
Chino Basin Watermaster  
[tcorbin@cbwm.org](mailto:tcorbin@cbwm.org)

Delivered via Email

### City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Corbin,

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

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Date: 5/19/2026

Time: 6:00 P.M.

Place: 13220 Central Ave, Chino, CA 91710

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Sincerely,

**Hye Jfn Lee, PE**  
Director of Public Works  
City of Chino



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Mailing Address: P.O. Box 667, Chino, California 91708-0667  
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EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

03/11/2026

Mr. Daniel Bobadilla  
Public Works Director  
City of Chino Hills  
[dbobadilla@chinohills.org](mailto:dbobadilla@chinohills.org)

Delivered via Email

### City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Bobadilla,

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

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A copy of City of Chino's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at City of Chino's office located at 13220 Central Ave, Chino, CA 91710 and online at [City Council | Chino, CA \(cityofchino.org\)](http://City Council | Chino, CA (cityofchino.org)) link. City of Chino will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP anticipated to occur as follows:

Date: 5/19/2026

Time: 6:00 P.M.

Place: 13220 Central Ave, Chino, CA 91710

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Sincerely,

**Hye Jin Lee, PE**

Director of Public Works  
City of Chino



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EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

03/11/2026

Ms. Christiana Daisy  
Inland Empire Utilities Agency  
Interim General Manager  
[Cdaisy@ieua.org](mailto:Cdaisy@ieua.org)

Delivered via Email

### City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Ms. Daisy,

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

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Date: 5/19/2026

Time: 6:00 P.M.

Place: 13220 Central Ave, Chino, CA 91710

City of Chino invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Ben Orosco, via email at [BOrosco@cityofchino.org](mailto:BOrosco@cityofchino.org) or by phone at 909-334-3445.

Sincerely,



**Hye Jin Lee, PE**  
Director of Public Works  
City of Chino



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EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

03/11/2026

Mr. Justin Scott-Coe  
Monte Vista Water District  
General Manager  
[jscottcoe@mvwd.org](mailto:jscottcoe@mvwd.org)

Delivered via Email

### City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Scott-Coe,

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

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Time: 6:00 P.M.

Place: 13220 Central Ave, Chino, CA 91710

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Sincerely,

**Hye Jin Lee, PE**  
Director of Public Works  
City of Chino



13220 Central Avenue, Chino, California 91710  
Mailing Address: P.O. Box 667, Chino, California 91708-0667  
(909) 334-3250 • (909) 334-3720 Fax  
Web Site: [www.cityofchino.org](http://www.cityofchino.org)

EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

03/11/2026

Mr. Scott Burton, PE  
Utilities General Manager  
City of Ontario  
[SBurton@ontarioca.gov](mailto:SBurton@ontarioca.gov)

Delivered via Email

### City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Burton,

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

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Sincerely,

**Hye Jin Lee, PE**  
Director of Public Works  
City of Chino



13220 Central Avenue, Chino, California 91710  
Mailing Address: P.O. Box 667, Chino, California 91708-0667  
(909) 334-3250 • (909) 334-3720 Fax  
Web Site: [www.cityofchino.org](http://www.cityofchino.org)

EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

03/17/2026

Mr. Luther Snoke  
Chief Executive Officer  
San Bernardino County

### City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Snoke,

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

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

A copy of City of Chino's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at City of Chino's office located at 13220 Central Ave, Chino, CA 91710 and online at [City Council | Chino, CA \(cityofchino.org\)](http://City Council | Chino, CA (cityofchino.org) link) link. City of Chino will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP anticipated to occur as follows:

Date: 5/19/2026

Time: 6:00 P.M.

Place: 13220 Central Ave, Chino, CA 91710

City of Chino invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Ben Orosco, via email at [BOrosco@cityofchino.org](mailto:BOrosco@cityofchino.org) or by phone at 909-334-3445.

Sincerely,

Hye Jih Lee, PE

Director of Public Works  
City of Chino



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Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

03/11/2026

Mr. Van Jew  
Water Facilities Authority  
General Manager  
[VJew@wfajpa.org](mailto:VJew@wfajpa.org)

Delivered via Email

### City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Jew,

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

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# Appendix C Public Notices



Documents to be added after public hearing and adoption.

# Appendix D Adoption Resolution



Documents to be added after public hearing and adoption.

# Appendix E DWR Checklist



Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
1	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and overview	n/a	Section 1 , Section 1.2
1	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan preparation	n/a	Section 1.2
2.1	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan preparation	n/a	Sections 1.1
2.5	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan preparation	2-1	Section 2.1
2.5	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan preparation	2-2	Section 2.2
2.5	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan preparation	2-3	Section 2.2
2.4	Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan preparation	n/a	Section 2.3
2.4	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan preparation	n/a	Section 2.3
2.4	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan preparation	2-4 R	Section 2.3/ 2.3.1
2.4	Section 2.4.1	10631(h)	Wholesale Suppliers will provide their Suppliers with identification and quantification of the existing and planned sources of water available from the Wholesale Supplier to the Supplier during various water year types.	Plan preparation	2-4 W	N/A
3	Chapter 3.0	10631(a)	Describe the Supplier service area.	System description	n/a	Section 3.1/ 3.2
3.3	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System description	n/a	Section 3.3
3.4	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System description	3-1	Section 3.4
3.4	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System description	n/a	Section 3.4
3.5	Section 3.5	10631(a)	Describe the land uses within the service area... include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System description and baselines	n/a	Section 3.5
4.2	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System water use	4-1 and 4-2	Section 4.2
4.3	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System water use	4-5	Section 4.2.3
4.3	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System water use	4-6	Section 4.2.3
4.2	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System water use	4-3	Section 4.3
4.2	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System water use	4-3	Section 4.3
4.2	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System water use	4-3	Section 4.2.5 / Section 4.3
4.2	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall... Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System water use	4-3	Section 4.3
4.2	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System water use	n/a	Section 4.4
5.1	Section 5.1	10608.36	Wholesale Suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their Retail Suppliers achieve targeted water use reductions.	Baselines and targets	n/a	N/A
5.2	Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: - Was considered an urban retail water supplier in 2020, - Met its 2020 target in 2020, or - Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and targets	5-1	Section 5.1
6.1	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	n/a	Section 6.1

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
6.1	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	n/a	Sections 6.1, 6.2, 6.9 and 7.2.3
6.2	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water... (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	6-1	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins... (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin...	Water supplies and recycled water	n/a	N/A
6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins... describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	n/a	N/A
6.2	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water... (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	6-9	Section 6.8
6.1	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	6-8 and 6-9	Section 6.8
6.2	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	n/a	Section 6.5
6.2	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	6-2	Section 6.3
6.2	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System supplies (recycled water)	6-3	Section 6.3
6.2	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	6-4	Section 6.3 / 6.3.2
6.2	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	6-4	Section 6.3 / 6.3.2
6.2	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	6-4 and 6-5	Section 6.3 / 6.3.2
6.2	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System supplies (recycled water)	6-6	Section 6.3 / 6.3.2
6.2	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	n/a	Section 6.3 / 6.3.2
6.2	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	6-7	Section 6.4
6.2	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	6-7	Section 6.7
6.3	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System suppliers, energy intensity	O-1A, O-1B, O-1C, and O-2	Section 6.10
7.1	Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	n/a	Section 7.2.1
7.2	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	7-2, 7-3, and 7-4	Section 7.2.3
7.2	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	n/a	Section 7.2.4
7.3	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	n/a	Section 7.3
7.3	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	n/a	Section 7.3.1

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
7.3	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	n/a	Section 7.2
7.3	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	7-5	Section 7.3
7.3	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	n/a	Sections 7.2.1 and 6.9
8	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	n/a	Section 8
8	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	n/a	Section 8.3
8.2	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	n/a	Section 8.4
8.2	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	n/a	Section 8.4.2
8.3	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	n/a	Section 8.5
8.3	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	8-1	Section 8.5
8.4	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	8-2	Section 8.6
8.4	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	8-3	Section 8.6 / 8.6.1
8.4	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning	8-2	Section 8.6.3
8.4	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	Table 8-3	Section 8.6.4
8.4	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	8-2 and 8-3	Section 8.6.5
8.4	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency plan	n/a	Section 8.6.6
8.5	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	n/a	Section 8.6.7
8.5	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	n/a	Section 8.7
8.6	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	n/a	Section 8.8
8.7	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	n/a	Section 8.9
8.7	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. <i>Water Shortage Emergencies</i> .	Water shortage contingency planning	n/a	Section 8.9
8.7	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	n/a	Section 8.9
8.8	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Section 8.10
8.8	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Section 8.10
8.8	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, <i>Excessive Residential Water Use During Drought</i> .	Water shortage contingency planning	n/a	Section 8.10
8.9	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	n/a	Section 8.11
8.10	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	n/a	Section 8.12
8.11	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	n/a	Section 8.13

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
8.12	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	n/a	Section 8.14
9.1	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	n/a	Section 9.2
9.2	Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand management measures	n/a	N/A
10	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	n/a	Section 10.1
10.2	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	10-1	Section 10.1
10.4	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 2026.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.2	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	n/a	Section 10.1
10.2	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	10-1	Section 10.1
10.3	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.4	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.4	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	n/a	Section 10.3
10.4	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.7	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	n/a	Section 10.4
10.5	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 10.3
10.5	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 10.3
10.6	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	n/a	N/A

# Appendix F Chino Basin Judgment



The Chino Basin 1978 Judgement can be found [here](#).

# Appendix G WFA and City of Chino Purchase Agreement

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Recording requested by  
and return to:

BEST BEST & KRIEGER LLP  
(Richard T. Anderson)  
P. O. Box 1028  
Riverside, CA 92501

**COPY** of Document Recorded  
on OCT 15 1997 as No. 19970377754  
Has not been compared with original.  
SAN BERNARDINO COUNTY RECORDER

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SECOND REVISED AND RESTATED INSTALLMENT PURCHASE  
AGREEMENT RELATING TO WATER FACILITIES  
AUTHORITY WATER TREATMENT PLANT AND  
REFUNDING OF OUTSTANDING REFUNDING CERTIFICATES  
OF PARTICIPATION, 1986 SERIES A  
(AGUA DE LEJOS PROJECT)

by and between

WATER FACILITIES AUTHORITY, as Seller

and

CITY OF CHINO, as Purchaser

Dated as of September 1, 1997

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(Exempt from filing fee pursuant to  
Government Code Section 6103)



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SECOND REVISED AND RESTATED  
INSTALLMENT PURCHASE AGREEMENT  
RELATING TO WATER FACILITIES AUTHORITY  
WATER TREATMENT PLANT AND REFUNDING OF  
OUTSTANDING CERTIFICATES OF PARTICIPATION  
1986 SERIES A (AGUA DE LEJOS PROJECT)

THIS SECOND REVISED AND RESTATED INSTALLMENT PURCHASE AGREEMENT, made and entered into as of September 1, 1997, by and between the City of Chino (herein called "Purchaser"), a municipal corporation organized and existing under the laws of the State of California, and the Water Facilities Authority, a joint exercise of powers authority (herein called "Seller" or "Authority"):

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter contained and for other valuable consideration, the parties hereto do agree as follows:

ARTICLE I

RECITALS

101. Purpose of this Second Revised and Restated Installment Purchase Agreement.

The Cities of Chino, Ontario and Upland, the San Bernardino County Water Works District No. 8, the Monte Vista Water District and the Cucamonga County Water District have formed the Water Facilities Authority (the "Authority"), and the Cities of Chino, Ontario and Upland, the San Bernardino County Water Works District No. 8 and the Monte Vista Water District (the "Participants" or "Purchasers") have formed Project Committee No. 1 thereof for the purpose of financing the acquisition and construction of the Water Facilities Authority Water Treatment Plant, certain water transmission lines and energy recovery stations (the "Project") and selling the Project to the Participants.

The Authority entered into agreements entitled "Installment Purchase Agreement Relating to Water Facilities Authority Water Treatment Plant" (the "1985 Installment Purchase Agreements") by and between the Authority, as Seller, and each of the Participants, as a Purchaser, each dated as of October 1, 1985.

The Authority assigned the Installment Purchase Payments which were to be made by the Participants pursuant to the 1985 Installment Purchase Agreements to Bank of America National Trust and Savings Association, as Trustee (the "Initial Trustee"), and to the Letter of Credit Bank

pursuant to an agreement entitled "Assignment Agreement Relating to the Water Facilities Authority Water Treatment Plant" dated as of October 1, 1985 (the "1985 Assignment Agreement").

The Initial Trustee issued Variable Rate Demand Certificates of Participation (Water Facilities Authority 1985 Series A) (the "1985 Certificates") secured by said Installment Payments for the purpose of raising money to pay for the acquisition and construction of the Project and other related expenses. The 1985 Certificates were issued and secured as provided in the agreement entitled "Trust Agreement among the Cities of Chino, Ontario and Upland, the San Bernardino County Water Works District No. 8 and the Monte Vista Water District, as Purchasers, Bank of America National Trust and Savings Association, as Trustee, Water Facilities Authority, as Seller, and Bank America Trust Company of New York, as Paying Agent, dated as of October 1, 1985 Relating to the Water Facilities Authority Water Treatment Plant" (the "1985 Trust Agreement").

In order to refund the 1985 Certificates and thereby reduce the amounts of the Installment Payments of the Participants, the Authority and the Participants entered into the following agreements:

(a) "Revised and Restated Installment Purchase Agreement Relating to the Water Facilities Authority Water Treatment Plant" (the "1986 Installment Purchase Agreements") by and between the Authority, as Seller, and each of the Participants, as Purchaser, each dated as of October 1, 1986; and

(b) "Assignment Agreement Relating to the Water Facilities Authority Water Treatment Plant" by and between the Authority and Bank of America National Trust and Savings Association, as Trustee, dated as of October 1, 1986 (the "1986 Assignment Agreement"); and

(c) "Trust Agreement by and among the Cities of Chino, Ontario and Upland, the San Bernardino Water Works District No. 8, and the Monte Vista Water District, as Purchasers, and Bank of America National Trust and Savings Association, as Trustee (the "Subsequent Trustee"), and Water Facilities Authority, as Seller, Dated as of October 1, 1986 Relating to the Water Facilities Authority Water Treatment Plant" (the "1986 Trust Agreement").

The 1986 Installment Purchase Agreements amended the 1985 Installment Purchase Agreements for the purpose of deleting references to the 1985 Certificates and the security agreements relating thereto, to redefine the Project and each of the Participant's interest therein and to make an adjustment in the Installment Payments to be made by each of the Participants based on the issuance of fixed interest rate certificates of participation and the revised participation of each of the Participants in the Project.

Pursuant to the 1986 Trust Agreement, the Subsequent Trustee executed and delivered certificates of participation designated "Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" (the "1986 Certificates") and the proceeds of the sale of the 1986 Certificates were used to refund the 1985 Certificates on November 5, 1986, to fund a reserve fund for the 1986 Certificates and to pay costs associated with the execution and delivery of the 1986 Certificates.

On December 1, 1991 the San Bernardino County Water Works District No. 8 was dissolved upon the incorporation of the City of Chino Hills with the effect that said City succeeded to all of the rights and obligations of said district, including the rights and obligations of said district pursuant to its 1986 Installment Purchase Agreement.

On March 21, 1996 the Board of Directors of the Seller approved the prepayment by the City of Chino Hills of its Installment Payment Obligation (as successor in interest to the San Bernardino County Water Works District No. 8) pursuant to the 1986 Installment Purchase Agreement between the Authority and such district, and as a result of such prepayment, outstanding 1986 Certificates were redeemed on October 1, 1996 in the aggregate principal amount of \$2,145,000.

As a result of such prepayment and the redemption of such 1986 Certificates, the City of Chino Hills has no further obligation for the payment of Installment Payments to the Authority for the purchase of capacity in the Project and shall therefore no longer be considered to be a Purchaser or a Participant for purposes of defeasing and refunding the outstanding 1986 Certificates.

The Authority and the Participants desire to defease and refund the outstanding 1986 Certificates in order to effect a further reduction in the amounts of the Installment Payments of the Participants, and for that purpose will enter into the following agreements:

(a) "Second Revised and Restated Installment Purchase Agreement Relating to the Water Facilities Authority Water Treatment Plant and Refunding of the Outstanding Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" by and between the Authority, as Seller, and each of the Participants, as Purchaser, each dated as of September 1, 1997 (the "Installment Purchase Agreements");

(b) "Assignment Agreement Relating to the Water Facilities Authority Water Treatment Plant and Refunding of the Outstanding Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" by and between the Authority and First Trust of California, National Association, as Trustee, dated as of September 1, 1997 (the "Assignment Agreement"); and

(c) "Trust Agreement among the Cities of Chino, Ontario and Upland and the Monte Vista Water District, as Purchasers, and First Trust of California, National Association, as Trustee (the "Trustee"), and Water Facilities Authority, as Seller, Dated as of September 1, 1997 Relating to the Water Facilities Authority Water Treatment Plant and Refunding of the Outstanding Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" (the "Trust Agreement").

In order to provide for the payment of the principal of and the interest on the outstanding 1986 Certificates until October 1, 1997, which is the first date upon which the outstanding 1986 Certificates can be called and redeemed, and the call and redemption of and the payment of the redemption prices for the 1986 Certificates which are outstanding on that date, the Participants, the Authority and First Trust of California, National Association, as Escrow Agent, will enter into an agreement entitled "Escrow Agreement Relating to Defeasance and Refunding of Outstanding

Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" dated as of September 1, 1997 ( the "Escrow Agreement").

Pursuant to the Trust Agreement, the Trustee will execute and deliver certificates of participation designated "Refunding Certificates of Participation, 1997 Series A" (the "Certificates") to provide money for deposit in the Escrow Fund to be established pursuant to the Escrow Agreement, fund or otherwise provide for a reserve fund for the Certificates, and pay costs associated with the execution and delivery of the Certificates.

This Agreement and the other Installment Purchase Agreements amend and restate the 1985 Installment Purchase Agreements and the 1986 Installment Purchase Agreements by deleting references to the 1986 Certificates and the security agreements relating thereto, to acknowledge that construction of the Project has been completed and that the Project is in operation, to provide for the execution and delivery of the Certificates for the purpose of defeasing and refunding the 1986 Certificates in order to further reduce the amounts of the Installment Payments to be made by the Participants for the purchase of their respective capacity rights in the Project, and to make adjustments in the amounts of such Installment Payments based on the interest rates of the Certificates.

102. Status and Powers of Authority. Seller is a California joint exercise of powers authority organized and existing under Chapter 5, Division 7, Title 1 (commencing at Section 6500) of the Government Code of the State of California, and is authorized to acquire and construct the Project, to sell capacity therein to Purchaser and perform the actions and duties more particularly described herein. The member entities comprising Seller are the Cities of Chino, Chino Hills, Ontario and Upland, the Monte Vista Water District, and the Cucamonga County Water District. The Cities of Chino, Chino Hills, Ontario and Upland, and the Monte Vista Water District have formed Project Committee No. 1 of Seller (collectively, the "Participants" or "Purchasers"), each of which Purchasers has purchased certain capacity rights in the Project. Construction of the Project has been completed and the Project is to be owned, operated and maintained by Seller for the benefit of the Purchasers.

103. Status and Powers of Purchaser. Purchaser is a municipal corporation organized and existing under the laws of the State of California. Purchaser is desirous of purchasing capacity in the Project in order to provide treated water to its customers and thereby to further its public purpose. Purchaser is authorized to purchase real and personal property for the common benefit in order to achieve its public purposes. Pursuant to Resolution No. 97-28 and Resolution No. 97-39 of the City Council of Purchaser adopted on June 17, 1997, and September 2, 1997, respectively, Purchaser is authorized to enter into this Agreement.

104. Purpose of Agreement. Purchaser desires to purchase certain capacity in the Project from Seller and Seller desires to sell such capacity in the Project to Purchaser in consideration of the payment by Purchaser of installments of principal and interest on the unpaid purchase price therefor. The capacity to be acquired by Purchaser in each portion of the Project, together with the capacities to be acquired by the other Purchasers, and a description of the Project, are set forth in Exhibit A attached hereto and by this reference incorporated herein. The purpose of this Agreement is to effectuate said transaction by setting forth the terms and conditions relating thereto. Another

purpose of this Agreement is to provide for the defeasance and refunding of the outstanding 1986 Certificates in order to effect a further reduction in the amounts of the Installment Payments of Purchaser and the other Purchasers.

105. Funding of Refunding of the 1986 Certificates. To provide Seller with the funds to defease and refund the 1986 Certificates, Seller will assign its right to receive the Installment Payments from the Purchasers to First Trust of California, National Association, as Trustee, and the Trustee will execute and deliver the Certificates which will represent proportionate interests in the Installment Payments, and a portion of the proceeds from the sale of the Certificates will be transferred and delivered to First Trust of California, National Association, as Escrow Agent, for deposit in the Escrow Fund to be established pursuant to the Escrow Agreement, which together with money to be transferred and delivered to said Escrow Agent from the Reserve Fund established pursuant to the 1986 Trust Agreement for deposit in said Escrow Fund, will be used to defease and refund the 1986 Certificates. Purchaser agrees to pay the Installment Payments to Seller and Seller agrees to pay the Installment Payments to the Trustee for the benefit of the Owners of the Certificates.

106. Acknowledgment of Assignment Agreement. Seller and Purchaser acknowledge that Seller on the date hereof is entering into the Assignment Agreement with First Trust of California, National Association, as Trustee; that pursuant to the Assignment Agreement, Seller is assigning and transferring to the Trustee all of its rights under this Agreement, including, among others, its rights to exercise its remedies to enforce the payment and receipt of such Installment Payments, as such rights and remedies are provided by this Agreement; and that the Trustee constitutes the assignee of Seller as described herein.

107. Acknowledgment of Status of Project. Seller and Purchaser acknowledge that Seller is the owner of the Property more particularly described in Exhibit C attached hereto and by this reference incorporated herein and is the owner of the Project, which includes the Property, and will retain title to the Project, and Purchaser will, by payment of the Installment Payments, acquire only capacity in the Project.

## ARTICLE II

### DEFINITIONS AND GENERAL PROVISIONS

201. Definitions in General. The terms defined in this Section shall, for all purposes of this Agreement and the Trust Agreement, have the meanings ascribed to them, unless the context clearly requires some other meaning.

“Agreements” shall mean, collectively, the Installment Purchase Agreements, and any and all modifications, alterations, amendments and supplements thereto made in accordance with the provisions of each Installment Purchase Agreement and the Trust Agreement, as assigned to the Trustee pursuant to the Assignment Agreement. The term “Agreement” shall individually refer to

this Agreement or the Installment Purchase Agreement between Seller and another specified Purchaser, depending on the context in which the term is used.

“Agreements Term” shall mean the period during which the Agreements are in effect as specified in the Agreements.

“Assignment Agreement” shall mean the Assignment Agreement entered into by and between Seller and the Trustee dated as of September 1, 1997, pursuant to which Seller assigns its rights under all the Agreements to the Trustee on behalf of the Owners of the Certificates.

“Authorized Newspaper” shall mean a newspaper customarily published at least once a day for at least five days (other than legal holidays) in each calendar week, printed in the English language, and of general circulation in Los Angeles, California and New York, New York.

“Authorized Representative of the City of Chino” shall mean the City Manager or Assistant City Manager or any person or persons designated by the City Council of the City of Chino to act on behalf of the City as certified by a written certificate signed on behalf of the City by the Mayor and containing the specimen signature of each such person.

“Authorized Representative of Monte Vista Water District” shall mean the General Manager or Assistant General Manager or any person or persons designated by the Board of Directors of the Monte Vista Water District to act on behalf of the District as certified by a written certificate signed on behalf of the District by the President of the Board of Directors and containing the specimen signature of each such person.

“Authorized Representative of the City of Ontario” shall mean the City Manager or Assistant City Manager or any person or persons designated by the City Council of the City of Ontario to act on behalf of the City as certified by a written certificate signed on behalf of the City by the Mayor and containing the specimen signature of each such person.

“Authorized Representative of the City of Upland” shall mean the City Manager or Assistant City Manager or any person or persons designated by the City Council of the City of Upland to act on behalf of the City as certified by a written certificate signed on behalf of the City by the Mayor and containing the specimen signature of each such person.

“Authorized Representative of Seller” shall mean the Chairman of the Board of Directors of Seller or any person or persons designated by the Board of Directors of Seller and authorized to act on behalf of Seller as certified by a written certificate signed on behalf of Seller by the Chairman of the Board of Directors of Seller and containing the specimen signature of each such person.

“Bond Counsel” shall mean a nationally recognized law firm specializing in the area of tax-exempt municipal finance.

**“Bond Insurance”** shall mean the municipal bond issue insurance policy issued by the Insurer with respect to the Certificates .

**“Business Day”** shall mean any day other than (i) a Saturday or Sunday or legal holiday or a day on which banking institutions in the city in which the principal office of the Trustee is located are authorized or required by law or regulation to close, or (ii) a day on which the New York Stock Exchange is closed.

**“Certificate”** or **“Certificates”** or **“Certificates of Participation”** shall mean any certificate or certificates of participation executed and delivered by the Trustee pursuant to the Trust Agreement, each such Certificate representing a proportionate interest in the principal portion of the Installment Payments payable on the Installment Payment Date which coincides with the maturity upon which date thereof and in the interest portion of the Installment Payments due and payable on each Interest Payment Date to and including the maturity date thereof.

**“Certificateowner”** or **“Owner of Certificates”** shall mean the registered owner of any Certificate or Certificates.

**“Certificate Year”** shall mean the twelve-month period which commences on October 1 in every year and ends on September 30 of the succeeding year.

**“Construction Fund”** shall mean the Construction Fund held by Seller pursuant to the 1986 Installment Purchase Agreements and the 1986 Trust Agreement.

**“Continuing Disclosure Agreement”** shall mean the Continuing Disclosure Agreement between Purchaser and the Trustee dated the date of execution and delivery of the Certificates, as originally executed and as it may be amended from time to time as provided therein.

**“Cost”** shall mean and be deemed to include, with respect to the Project, but on a pro-rata basis with respect thereto together with any other proper item of cost not specifically mentioned in the Agreements, whether incurred prior to or after the date of the Agreements, (a) costs of payment of, or reimbursement for, acquisition, design, construction, installation and financing of the Project, including, but not limited to, administrative costs and capital expenditures relating to acquisition, construction, installation and financing payments, inspection costs, filing and recording costs, printing costs, reproduction and binding costs, fees and charges of the Trustee pursuant to the Trust Agreement, financing documents, legal fees and charges, financial, accounting and other professional consultant fees, the cost of obtaining municipal bond insurance, fees of rating agencies or costs of obtaining credit ratings, fees for the execution, transportation and safekeeping of Certificates, and charges and expenses in connection with the foregoing; (b) all other costs which Seller shall be required to pay under the terms of any contract or contracts for the acquisition, construction and installation of the Project, including, but not limited to the cost of any insurance required under the Agreements; (c) any sums required to reimburse Purchasers for advances made for any costs incurred as described in clause (a) or clause (b) above, or for any other costs incurred and for work done, or property conveyed, which are properly chargeable to the Project; and (d) such other expenses not specified herein as may be necessary or incidental to the acquisition, construction,

rehabilitation and installation of the Project, the financing thereof and the placing of the same in use and operation. Cost as defined herein shall be deemed to include the cost and expenses incurred by any agent of Seller for any of the above-mentioned items.

**“Enterprise”** shall mean the entire water system of each Purchaser, including without limitation all improvements, works or facilities owned, controlled or operated by Purchaser to provide water, as such improvements, works or facilities now exist, together with all additions to be acquired, constructed and financed with funds derived from the sale of the Certificates, together with all improvements and extensions to said water system later constructed or organized.

**“Escrow Agent”** shall mean First Trust of California, National Association, or its successor or successors, or any other corporation which may at any time be substituted in his place pursuant to the provisions of the Escrow Agreement.

**“Escrow Agreement”** shall mean the Escrow Agreement entered into by and among Seller, the Purchasers and the Escrow Agent entitled the Escrow Agreement Relating to Defeasance and Refunding of Outstanding Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project) dated as of September 1, 1997, and any and all amendments and supplements thereto made in accordance with the provisions thereof.

**“Escrow Fund”** shall mean the Escrow Fund to be established pursuant to the Escrow Agreement.

**“Fiscal Year”** shall mean the twelve-month fiscal period of Seller which commences on July 1 in each calendar year and ends on June 30 of the following calendar year.

**“Gross Revenues of the Enterprise or Gross Revenues”** means all revenues, an all money secured or collected from or arising out of the use or operation of the Enterprise or arising from the Enterprise, including, without limitation, all charges, rentals, and fees required to be paid for services as permitted or required by law, resolution or order, to Purchaser for operation of the Enterprise, excepting only all customer deposits.

**“Installment Payment Accounts”** shall mean the Installment Payment Accounts to be established and maintained by Seller for the Purchasers and into which Seller shall deposit the Installment Payments received from the Purchasers.

**“Installment Payment Dates”** shall mean the respective dates on which Installment Payments are scheduled to be made, as set forth in Exhibit B to each Agreement.

**“Installment Payments”** shall mean the aggregate of amounts set forth in the respective Agreements corresponding to the Installment Payment Dates set forth therein and designated the principal components of such Installment Payments, plus the interest components of such Installment Payments and all other amounts payable by the Purchasers pursuant to the terms of the respective Agreements.

**“Insurer”** shall mean Financial Guaranty Insurance Company, and its successors, the insurer of the principal and interest payments with respect to the Certificates.

**“Interest Payment Date”** shall mean April 1 and October 1 of each year.

**“Interest Payment Fund”** shall mean the Interest Payment Fund established in Section 401 of the Trust Agreement.

**“Interest Period”** shall mean the period from and including September 1, 1997 until the succeeding September 30th and thereafter from the next succeeding April 1 or October 1 to the following March 31 or September 30, respectively.

**“Interest Rate”** shall mean the fixed annual interest rate on the Certificates as set forth in Section 303(4) of the Trust Agreement.

**“Investment Securities”** shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of Authority funds:

- (1) direct noncallable obligations of the United States of America; and
- (2) obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Government National Mortgage Association, Federal Home Loan Mortgage Corporation or Federal Housing Administration Farm Credit Bank;
- (3) interest-bearing demand or time deposits (including certificates of deposit) in banks (including the Trustee) and savings and loan associations, having combined capital and surplus of at least Seventy-Five Million Dollars (\$75,000,000);
- (4) deposits in the Local Agency Investment Fund established pursuant to Section 16429.1 of the California Government Code, but, to the extent utilized by the Trustee, only to the extent such moneys are held solely in the name of and for the benefit of the Trustee;
- (5) obligations the interest on which is exempt from federal income taxation under Section 103 of the Code and which are authorized by law as an investment under the Trust Agreement;
- (6) money market funds rated in the highest category by Moody’s or by Standard & Poor’s; and

(7) investment agreements with domestic or foreign banks or corporations (other than a life or property casualty insurance company) the long-term debt of which or, in the case of a guaranteed corporation, the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by Standard & Poor's and "Aa" by Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service on the Certificates;

(b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days' prior notice;

(c) the investment agreement shall provide that is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) Seller and the Trustee receive the opinion of domestic counsel (which opinion shall be addressed to Seller) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, Seller;

(e) the investment agreement shall provide that if during its term

(1) the provider's rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to Seller, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to Standard & Poors and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the invested funds; and

(2) the provider's rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of Seller or the Trustee, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to Seller or the Trustee; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral);

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of Seller or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the Seller or Trustee, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc., the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to Seller or the Trustee, as appropriate.

"Maximum Annual Debt Service" shall mean as of any date of calculation the sum of (a) the interest coming due on the Outstanding Certificates and (b) the amount of all sinking payment installments and principal maturities coming due on the Outstanding Certificates, all as computed for the Certificate Year in which such sum shall be largest. Maximum Annual Debt Service shall be determined on October 1 of each year.

"Maximum Interest Rate" shall mean 12% per annum.

"Moody's" shall mean Moody's Investors Service, Inc., a national rating service with offices in New York, New York.

"Maintenance and Operation Costs of the Enterprise" shall mean the reasonable expenses of management and other expenses necessary to operate, maintain and preserve each respective Enterprise in good repair and working order, excluding depreciation.

"Net Proceeds" shall mean any insurance or condemnation proceeds paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

"Net Revenues of the Enterprise" or "Net Revenues" shall mean the amounts of Gross Revenues of the Enterprise remaining after payment therefrom of the Maintenance and Operation Costs of the Enterprise.

**“1985 Installment Purchase Agreements”** shall mean the Installment Purchase Agreements Relating to Water Facilities Authority Water Treatment Plant by and between Seller and each of the Purchasers, each dated as of October 1, 1985.

**“1985 Trust Agreement”** shall mean the Trust Agreement among the Cities of Chino, Ontario and Upland, the San Bernardino County Water Works District No. 8 and the Monte Vista Water District as Purchasers, Bank of America National Trust and Savings Association, as Trustee, Water Facilities Authority, as Seller, and Bank of America Trust Company of New York, as Paying Agent, dated as of October 1, 1985 Relating to Water Facilities Authority Water Treatment Plant.

**“1986 Installment Purchase Agreements”** shall mean the Revised and Restated Installment Purchase Agreements Relating to the Water Facilities Authority Treatment Plant by and between Seller and each of the Purchasers, each dated as of October 1, 1986.

**“1986 Certificates”** shall mean the certificates of participation designated "Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" dated as of October 1, 1986 which were executed and delivered by the trustee under the 1986 Trust Agreement.

**“1986 Reserve Fund”** shall mean the Reserve Fund established and held by the trustee pursuant to the 1986 Trust Agreement.

**“1986 Trust Agreement”** shall mean the Trust Agreement among the Cities of Chino, Ontario and Upland, the San Bernardino Water Works District No. 8 and the Monte Vista Water District, as Purchasers, Bank of America National Trust and Savings Association, as trustee, and Water Facilities Authority, as Seller, dated as of October 1, 1986 Relating to Water Facilities Authority Water Treatment Plant.

**“Outstanding,”** when used with reference to Certificates, shall mean, as of any date, Certificates theretofore or thereupon being executed and delivered under the Trust Agreement except:

- (i) Certificates canceled by the Trustee on or prior to such date;
- (ii) Certificates (or portions of Certificates) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under the Trust Agreement and set aside for such payment or redemption, (whether at or prior to the maturity or redemption date), provided that if such Certificates (or portions of Certificates) are to be redeemed, notice of such redemption shall have been given as in Article III of the Trust Agreement provided or provision satisfactory to the Trustee shall have been made for the giving of such notice; and
- (iii) Certificates in lieu of or in substitution for which other Certificates shall have been executed and delivered pursuant to Article III of the Trust Agreement.

“Parity Indebtedness”(and “Existing Parity Indebtedness”) shall mean any indebtedness created or incurred by Purchaser, evidenced by revenue bonds, revenue notes or any other evidences of indebtedness, which is secured by a pledge of and a charge and lien upon the Net Revenues of the Enterprise which is on a parity with the pledge of and charge and lien upon the Net Revenues which secures payment of the Installment Payments. “Existing Parity Indebtedness” shall mean Purchaser’s obligation to make installment payments with respect to the Installment Sale Agreement (Water System Improvement Project) by and between the Redevelopment Agency of the City of Chino, as Seller, and Purchaser, as Purchaser, dated as of February 1, 1993, and its obligation to make lease payments under the Lease Purchase Agreement Relating to Water Facilities Project by and between Purchaser, as lessee, and San Bernardino County Waterworks District No. 8, as lessor, dated as of June 1989.

“Permitted Encumbrances” shall mean as of any particular time:

- (i) liens for ad valorem taxes and assessments, if any, not delinquent or which the Purchasers may, pursuant to Section 415 of the Agreements, permit to remain unpaid;
- (ii) the Agreements;
- (iii) the Assignment Agreement;
- (iv) the Trust Agreement; and
- (v) easements, rights of way and other rights, reservations, covenants, conditions or restrictions which do not impair or impede construction or operation of the Project as evidenced by the certificate of an Authorized Representative of Seller filed with the Trustee.

“Principal Corporate Trust Office” shall mean the principal corporate trust office of the Trustee in Los Angeles, California provided, however, that with respect to the transfer, registration, exchange, payment and surrender of Certificates such term means care of the corporate trust office of First Trust National Association in St. Paul, Minnesota.

“Principal Payment Date” shall mean the date on which a principal amount is paid with respect to the Certificates as provided in Sections 303(4) and 303(8) of the Trust Agreement.

“Principal Payment Fund” shall mean the Principal Payment Fund established by Section 401 of the Trust Agreement.

“Project” shall mean the water treatment plant and water transmission lines and energy recovery stations more particularly described in Exhibit A hereto.

“Property” shall mean the parcels of land described in Exhibit B hereto.

**"Purchaser's Percentage Share"** shall mean the percentage share of Purchaser of the Installment Payments, the Reserve Requirement and other amounts for which the Purchasers are responsible pursuant to the Agreements and the Trust Agreement, based on the percentage interest of Purchaser, as compared to the percentage interests of all of the Purchasers (other than the City of Chino Hills), in the capacity of the Project as set forth in Exhibit A hereto.

**"Purchase Price"** shall mean as to each Purchaser, such Purchaser's share of the Cost to acquire its capacity in the Project, as set forth in Exhibit A to its Agreement.

**"Record Date"** shall mean the fifteenth (15th) day of the month immediately preceding an Interest Payment Date.

**"Redemption Fund"** shall mean the Redemption Fund established by Section 401 of the Trust Agreement.

**"Redemption Price"** shall mean, with respect to any Certificate, the principal amount thereof payable upon redemption thereof pursuant to such Certificate or the Trust Agreement, and any premium payable in connection therewith.

**"Reserve Fund"** shall mean the Reserve Fund established by Section 401 of the Trust Agreement.

**"Reserve Requirement"** shall mean on any date in any Certificate Year the lesser of (i) ten percent (10%) of the sale price of the Certificates, (ii) Maximum Annual Debt Service, or (iii) one hundred twenty-five percent (125%) of average annual debt service with respect to the Certificates.

**"Standard & Poor's"** shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

**"State"** shall mean the State of California.

**"Supplemental Trust Agreement"** shall mean any agreement supplemental or amendatory of the Trust Agreement.

**"Trust Agreement"** shall mean the Trust Agreement entered into by and among the Purchasers, the Trustee and Seller dated as of September 1, 1997 Relating to the Water Facilities Authority Water Treatment Plant and Refunding of the Outstanding Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project) and any and all amendments and supplements thereto made in accordance with the provisions of the Trust Agreement.

**"Trust Estate"** shall mean all right, title and interest of the Trustee in and to the Installment Payments, the Project and the Agreements, including, without limitation: all amounts from time to time deposited in the accounts and subaccounts created pursuant to the Trust Agreement, other than amounts in the Rebate Fund established pursuant to the Trust Agreement, in

accordance with the provisions of Article IV of the Trust Agreement, including all investments and investment earnings thereon, and all amounts received by the Trustee pursuant to the Bond Insurance.

"Trustee" shall mean First Trust of California, National Association, or its successor or successors or any other corporation which may at any time be substituted in its place pursuant to the provisions of the Trust Agreement.

202. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons, shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.

203. Continuation of Installment Payment Obligation. The obligation of Purchaser to pay the Installment Payments pursuant to the 1986 Installment Purchase Agreement continues without interruption as a result of Seller and Purchaser entering into this Agreement. The defeasance and refunding of the 1986 Certificates does not extinguish Purchaser's obligation to make the Installment Payments, and the sole effect of this Agreement insofar as it relates to Purchaser's obligation to make the Installment Payments is to reduce the amounts of the Installment Payments, as such amounts are set forth in Exhibit B attached hereto. Purchaser and Seller acknowledge and agree that they would not have entered into this Agreement and the Trust Agreement and that Seller would not have entered into the Assignment Agreement if by doing so they would have interrupted or extinguished Purchaser's obligation to make the Installment Payments, and that the sole purpose for the execution and delivery of this Agreement and the Agreements between Seller and the other Purchasers, the Trust Agreement and the Assignment Agreement is to reduce the amounts of the Installment Payments of Purchaser and the other Purchasers by defeasing and refunding the 1986 Certificates through the execution, delivery and sale of the Certificates as provided in this Agreement and the Trust Agreement.

### ARTICLE III

#### SALE OF CAPACITY IN THE PROJECT; PURCHASE PRICE

301. Deposit of Moneys. In order to induce Purchaser to purchase capacity in the Project from Seller and to assure Purchaser that the moneys needed to pay the Cost of the Project would be available for that purpose without delay, Seller, immediately following recordation by Seller of the 1985 Installment Purchase Agreement between Seller and Purchaser, and the 1985 Installment Purchase Agreements between Seller and the other Purchasers, deposited with the Trustee, or caused to be deposited with the Trustee, the sum of \$34,006,000. Of this amount, \$29,421,221 was deposited in the Construction Fund held by Seller pursuant to the 1985 Trust Agreement; \$3,770,000 was deposited in the Reserve Fund, and \$814,799 was deposited in the Interest Payment Fund held

by the Trustee pursuant to the 1985 Trust Agreement for Purchaser. Upon the sale of the 1986 Certificates, \$1,085,025 was transferred from said Reserve Fund and \$3,167,490 from the Construction Fund which together with \$30,447,485 from the 1986 Certificate proceeds was used to reimburse the Letter of Credit Bank (as identified in the 1985 Trust Agreement) the amount advanced by said Letter of Credit Bank to redeem the 1985 Certificates. Construction of the Project has been completed and the Project is in operation. Upon the execution and delivery of the Certificates and receipt of the proceeds of the sale thereof, in order to defease and refund the outstanding 1986 Certificates and effect a further reduction in the amounts of the Installment Payments of Purchaser and the other Purchasers, \$2,708,658 from the Reserve Fund established pursuant to the 1986 Trust Agreement, \$1,794,861 from the Construction Fund, \$1,531,927.50 from the Installment Payment Accounts and \$21,696,511.15 of the proceeds of the sale of the Certificates will be transferred to the Escrow Agent for deposit in the Escrow Fund to be established pursuant to the Escrow Agreement for the purpose of paying the principal of and the interest on the 1986 Certificates until October 1, 1997, the next date upon which the 1986 Certificates can be redeemed, and redeeming and paying the Redemption Prices of and interest on the 1986 Certificates which remain outstanding on that date.

302. Construction of Project. Purchaser and Seller agree that construction of the Project has been completed in accordance with the following agreements from the 1985 Installment Purchase Agreements and the 1986 Installment Purchase Agreements, and that Seller has fully satisfied its obligations with respect thereto:

Seller agrees to acquire and construct or cause the acquisition and construction of the Project pursuant to the plans and specifications on file in the office of Seller. Seller shall cause contractors under any construction contracts to comply with workers' compensation insurance laws and to pay prevailing wages in accordance with the requirements of Article 2 (commencing with Section 1770) of Chapter 1, Part 7, Division 2 of the California Labor Code. Seller shall provide for supervision of construction of the Project until completion of construction of the Project. Seller shall cause the construction to be performed diligently to the end and covenants that the Project will be substantially completed by September 1, 1988. Purchaser and Seller agree that upon substantial completion of the Project, Seller will maintain and operate the Project under the terms and provisions of this Agreement and such other agreements to be made between Seller and the Purchasers. No changes shall be made in such plans and specifications which increase the pro rata portion of Project Cost attributable to Purchaser's capacity in the Project in excess of the funds available in the Construction Fund unless Purchaser deposits or causes to be deposited in the Construction Fund moneys in an amount deemed by Seller and Purchaser to be sufficient to pay such increase.

Upon completion of construction of the Project, Seller shall deliver or cause to be delivered to the Trustee an Acceptance Certificate thereof executed by an Authorized Officer of Seller.

On the date of the filing of the Acceptance Certificate or on September 27, 1988, whichever is earlier, Seller shall notify Purchaser and the Trustee of its pro rata share of excess funds not encumbered to pay Project Cost then on deposit in the Construction Fund. All such excess funds shall be transferred to the Trustee for deposit in Purchaser's Principal Payment Accounts and Interest Payment Accounts as provided in Section 402 of the Trust Agreement. Any money held in the

Construction Fund after October 1, 1988 may be invested at a yield not to exceed the yield on the Certificates.

303. Payment of Project Cost. Purchaser and Seller agree that payment for the construction of the Project has been completed in accordance with the following provisions of the 1985 Installment Purchase Agreements and the 1986 Installment Purchase Agreements:

Payment for the construction of the Project, as well as all other Project Cost, up to the total amount in the Construction Fund, shall be made from the moneys held by Seller in the Construction Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Article IV of the Trust Agreement. Purchaser may at any time during construction contribute cash or its equivalent (as agreed upon between Seller and Purchaser) to the Project which amount will be credited against the Purchase Price to be paid by Purchaser. As an alternative, if Seller and Purchaser agree, Purchaser may be reimbursed from the Construction Fund any Project Cost heretofore or hereafter advanced by Purchaser.

304. Sale of Capacity in the Project: Term.

(a) Sale of Capacity in the Project. In consideration of the payment, or the causing of the payment, of Installment Payments provided for in Section 305 of this Agreement by Purchaser to Seller or its assignee, Seller hereby grants, conveys, bargains and sells to Purchaser, effective upon the date of the Trust Agreement, the capacity in the Project described in Exhibit A, upon the terms and conditions set forth in this Agreement and Purchaser hereby accepts said grant, conveyance, bargain and sale upon said terms and conditions.

(b) Term of Agreement. The term of this Agreement shall commence upon the date of the Trust Agreement and shall terminate upon the occurrence of either of the following events: (a) payment in full of the Installment Payments by Purchaser pursuant to the provisions of this Agreement; or (b) a default by Purchaser and termination pursuant to Article VI hereof.

305. Installment Payments. For the purchase of the stated capacity in the Project, Purchaser shall pay to Seller, its successors and assigns, the Installment Payments set forth in Exhibit B attached hereto and by this reference incorporated herein from, but only from, the Net Revenues of Purchaser's Enterprise. Installment Payments shall be made to Seller in sufficient time for Seller to make the Installment Payments to the Trustee, as hereinafter provided, which Installment Payments shall be held by Seller in segregated Installment Payment Accounts to be established by Seller in the name of each Purchaser until paid to the Trustee prior to each Interest Payment Date and/or Principal Payment Date, as the case may be. Installment Payments received by Seller shall be invested in Investment Securities and any earnings thereon shall be credited pro rata to each Purchaser's Principal Payment Account.

Each Installment Payment shall constitute payment in part for the title to the specified capacity of Purchaser in the Project as described in Exhibit A hereto. For each such annual period commencing with the period beginning on the date of the Trust Agreement, Purchaser shall make Installment Payments to Seller on the Installment Payment Dates during said annual periods as more

particularly set forth in Exhibit B hereto. Seller shall pay the Installment Payments to the Trustee not less than three (3) days before an Interest Payment Date.

Installment Payments for each Installment Payment Date during the term of this Agreement shall constitute the total amount due for said payment period, and shall be paid by Purchaser for and in consideration of Seller selling to Purchaser the percentage interest of Purchaser in the capacity of the Project as set forth in Exhibit A hereto.

In determining the amount of each Installment Payment, Seller shall give Purchaser a credit against the amount due from and payable by Purchaser specified in Exhibit B hereto by (i) an amount equal to the amounts on deposit in Purchaser's Installment Payment Account held by Seller and by the Trustee in similar accounts established pursuant to the Trust Agreement; (ii) the investment earnings received by the Trustee from the investment of money in Purchaser's Reserve Account as reported to Purchaser pursuant to Section 407(4) of the Trust Agreement; (iii) the amount, if any, on deposit in Purchaser's Reserve Account in excess of Purchaser's Percentage Share of the Reserve Requirement; and (iv) the amount in Purchaser's Reserve Account on the Interest Payment Date for the last Installment Payment remaining prior to the expiration of the term of this Agreement. In no event shall money be held by Seller in Purchaser's Installment Payment Account longer than thirteen (13) months.

Purchaser agrees to deposit with the Trustee such amounts as are necessary to pay the interest and principal due on the Certificates on the next Interest Payment Date and Principal Payment Date.

In addition to the Installment Payments, Purchaser agrees to pay its proportionate share, based on its Percentage Share of the Installment Payments as set forth in Exhibit A hereto, of all fees and expenses of the Trustee incurred in connection with the performance of its duties under the Trust Agreement.

306. Interest Component. A portion of each Installment Payment shall be paid as, and represents, the payment of a portion of the unpaid Purchase Price and interest on the unpaid Purchase Price. The interest component of each Installment Payment is set forth in Exhibit B hereto.

307. Payment in Lawful Money; No Set-Off. Each Installment Payment shall be paid or caused to be paid by Purchaser in lawful money of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, to Seller or its assignee at the office of Seller in Upland, California, or such other place as Seller or its assignee shall designate. Any such Installment Payments accruing hereunder which shall not be paid on or prior to each Installment Payment Date shall bear interest at the rate of twelve percent (12%) per annum from the Installment Payment Date until the same shall be paid. The obligation of Purchaser to make Installment Payments from the Net Revenues of the Enterprise shall be absolute and unconditional and shall not be dependent upon performance of Seller under the Trust Agreement or this Agreement or any other agreement or instrument or the validity or enforceability of any other Installment Purchase Agreement between Seller and any other Purchaser; Installment Payments shall be made whether or not the Project is operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the capacity of or water from the Project for any reason whatsoever, in

whole or in part, and the Installment Payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise.

308. Pledge of Net Revenues. The Installment Payments shall be equally secured by a pledge, charge and lien upon the Net Revenues of the Enterprise, and (except as permitted by this Agreement), all of the Net Revenues of the Enterprise are hereby pledged, charged and assigned for the security of said Installment Payments and such Net Revenues and any interest earned on the Net Revenues shall constitute a trust fund for the security and payment of the Installment Payments and so long as any of the Installment Payments are owing and unpaid such Net Revenues and earnings thereon shall not be used for any other purpose (except to satisfy Purchaser's obligations with respect to the payment of the Existing Parity Indebtedness), and shall be held in trust for the benefit of Seller and the Owners of the Certificates and shall be applied pursuant to this Agreement, or to this Agreement as amended pursuant to provisions herein. The Net Revenues of the respective Enterprises of the other Purchasers are not pledged hereunder.

309. Title. From and after the date of the Trust Agreement, title to Purchaser's specified capacity in the Project, and each and every portion thereof, shall vest in Purchaser, provided, however, that title to Purchaser's specified capacity in the Project and each and every portion thereof shall be subject to the subsequent payment of Installment Payments as described in Section 305 of this Agreement and to the remedies of Seller and its assignee in the event of default as provided in Article V of the Trust Agreement and to Permitted Encumbrances.

310. Disclaimer of Warranties. SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT, OR WARRANTY WITH RESPECT THERETO. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Purchaser's use of any item, product or service provided for in this Agreement.

311. Manufacturers' Warranties. Seller appoints Purchaser its agent and attorney-in-fact during the Agreements Term, so long as Purchaser shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties concerning the Project, which Seller may have against the manufacturer or supplier of the Project or any portion thereof. As between Seller and Purchaser, Purchaser's sole remedy for the breach of any such warranty, indemnification or representation shall be against the manufacturer or supplier of the Project, and not against Seller, nor shall such matter have any effect whatsoever on the rights of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that neither Seller nor the Trustee makes, or has made, any representation or warranty whatsoever as to the existence or availability of such warranties of the manufacturer of or supplier for any part of the Project.

312. Purchaser's Option to Prepay the Installment Payments. Except as provided herein, Purchaser shall not have the option to prepay the remaining Installment Payments. Purchaser may, at its option, prepay Purchaser's Percentage Share of the principal component of the remaining

Installment Payments, in whole or in part, on October 1, 2007 and on any Interest Payment Date thereafter, with a prepayment premium of two percent (2.00%) of the principal amount of Certificates to be redeemed if such prepayment occurs on October 1 or April 1, 2007, and which prepayment premium shall be reduced by one-half of one percent (.50%) on each subsequent October 1 until it reaches zero on October 1, 2011, so that no prepayment premium shall be owing after that date, together with accrued interest to the date on which Certificates will be redeemed with such prepayment.

313. Tax Covenants. Purchaser and Seller hereby covenant with the Owners of the Certificates that:

(a) They will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial execution and delivery of the Certificates, would have caused any of the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended from time to time (the "Code");

(b) They will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial execution and delivery of the Certificates, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code, of interest paid with respect to the Certificates;

(c) They will not take any action or omit to take any action, which action or omission if reasonably expected on the date of initial execution and delivery of the Certificates, would have caused any of such Certificates to be "private activity bonds" within the meaning of Section 141 of the Code; and

(d) In order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Certificates, they will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

## ARTICLE IV

### COVENANTS RELATING TO THE PROJECT

401. Maintenance and Operation of the Project. Seller shall maintain the Project or cause the Project to be maintained and operated on behalf of Purchaser and the other Purchasers. Notwithstanding the covenants hereunder made by Seller, it is understood that the Purchasers shall pay their proportionate shares of the cost of the maintenance and operation of the Project. The obligations of the Purchasers may be more fully set forth in further agreements among the Purchasers and Seller.

402. Utilities; Repairs. Seller shall pay for, or otherwise arrange for the payment of, all utility services supplied to the Project (which services shall include electric power, gas, telephone and

all other utility services), all cost of operation of the Project and all cost of repair and replacement of the Project resulting from ordinary wear and tear or want of care.

403. Public Liability Insurance. Seller shall maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Project, such insurance to afford protection to a limit of not less than \$5,000,000 combined single limit bodily injury and property damage. Such insurance may be maintained in conjunction with or separate from any other similar insurance carried by Seller. Any such insurance carried by Seller shall name the Purchasers and the Trustee as additional insureds.

404. Workers' Compensation Insurance. Seller shall be responsible for compliance, including all financial payments, with the laws of the State regarding workers' compensation and employee safety.

405. Fire and Special Extended Coverage Endorsement. Seller shall maintain or cause to be maintained, throughout the term of this Agreement, fire and lightning insurance, earthquake insurance, subject to deductible conditions not to exceed ten percent (10%) of the full insurable value of the above ground structures of the Project, and special extended coverage endorsement which includes vandalism and malicious mischief endorsement, on all above-ground structures constituting any part of the Project in an amount equal to at least one hundred percent (100%) of the replacement cost of such structures (less a deductible amount of not more than \$5,000). All insurance required to be maintained pursuant to this Section may be subject to deductible clauses as may be approved by the Purchasers, provided deductible amounts for fire and extended coverage shall not exceed \$5,000 for any one loss. Each such policy of insurance shall contain an inflation cost endorsement, a standard replacement cost endorsement providing for no deduction for depreciation, and a stipulated amount endorsement. Such insurance may be maintained in conjunction with or separate from any other similar insurance carried by Seller.

In addition, Seller shall maintain or cause to be maintained use and occupancy or business interruption or rental income insurance against the perils of fire, lightning, earthquake, vandalism and malicious mischief and such other perils ordinarily defined as "extended coverage" on the above-ground structures of the Project in an amount equal to not less than eighteen (18) months' aggregate Installment Payments due from the Purchasers under all of the Agreements.

406. Form of Insurance Policies; Delivery.

(a) All policies of insurance required by Section 405 of this Agreement shall provide (or Seller shall separately agree) that all proceeds thereunder relating to that portion of the Project damaged or destroyed shall be payable to the Trustee pursuant to a lender's loss payable endorsement, substantially in accordance with the form of endorsement approved by the California Bankers Association. The Trustee may adjust, collect and receive all moneys relating to the Project which may become due and payable under any such policies, may compromise any and all claims thereunder and shall apply the Net Proceeds of such insurance as provided in this Agreement, subject to the terms of the Trust Agreement. All policies of insurance required by Section 405 of this Agreement shall be delivered to the Trustee and shall provide that Seller or its assignee and the

Purchasers, shall be given thirty (30) days' notice of any intended cancellation thereof or reduction of the coverage provided thereby.

(b) Seller shall deliver, or cause to be delivered, to Purchaser and the Trustee in the month of December in each year a Certificate of an Authorized Representative of Seller verifying that the insurance requirements as herein provided have been met. If so requested in writing by Purchaser or the Trustee, Seller shall also deliver, or cause to be delivered to Purchaser or to the Trustee duplicate originals or certified copies of each insurance policy described in such certificate; provided, however, that delivery of the insurance policies under the provisions of this Section shall confer no responsibility upon Purchaser or the Trustee as to the sufficiency of coverage or amounts of said policies. In the event of the failure of Seller to obtain or cause to be obtained the insurance required by Sections 403 through 405 of this Agreement, Purchaser may obtain such insurance on behalf of Seller and may collect premiums thereof from Seller with interest at the rate of twelve percent (12%) on unpaid premiums.

407. Inability to Obtain Insurance. Notwithstanding the provisions of Sections 403 through 405 of this Agreement, if at any time Seller shall be unable to obtain or maintain insurance to the extent required by such Sections on reasonable terms, as to amounts, costs or as to risks, the failure to maintain such insurance shall not constitute a default under this Agreement if Seller shall employ or cause the employment of an independent insurance consultant having a favorable reputation for skill and experience in such matters, for the purpose of reviewing such insurance requirements and making recommendations respecting the types, amounts and provisions of reasonably obtainable insurance, including self-insurance, or the establishment of other generally accepted forms of alternative protection that should be carried or provided in lieu thereof, or the infeasibility of obtaining insurance, and if Seller shall comply with the recommendations of such consultant. A signed copy of the report of the insurance consultant shall be filed with the Trustee and the Insurer, and the insurance requirements specified in Sections 403 through 405 of this Agreement shall be deemed to be modified to conform with the recommendations in such report.

408. Application of Net Proceeds of Insurance. The Net Proceeds of any insurance required by this Agreement relating to the loss or destruction of any part of the Project which are collected by the Trustee and paid to Seller or which are paid directly to Seller by the insurer shall be deposited in the Construction Fund and shall be applied and disbursed as set forth below:

(a) If Seller determines that such Net Proceeds are sufficient to repair, reconstruct or replace the damaged or destroyed portion of the Project, which determination shall be evidenced by a certificate executed by an Authorized Representative of Seller and filed with the Trustee as assignee of Seller, then Seller shall cause such portion of the Project to be repaired, reconstructed or replaced to at least the same good order, repair and condition as it was in prior to the damage or destruction, insofar as the same may be accomplished by the use of said Net Proceeds. Any balance of said Net Proceeds not required for such repair, reconstruction or replacement shall be transferred by Seller to the Trustee for deposit in the Redemption Fund to be applied as prepayment of Installment Payments and shall be used to redeem Certificates as provided in Section 405 of the Trust Agreement.

(b) In the event that such Net Proceeds are not sufficient to repair, reconstruct or replace the damaged or destroyed portion of the Project, as evidenced by a certificate executed by an Authorized Representative of Seller and filed with the Trustee, Seller shall disburse the Net Proceeds to the Trustee and direct the Trustee to apply such Net Proceeds to the prepayment in full, on the next succeeding Installment Payment Date, of Installment Payments, or if such Net Proceeds are insufficient to prepay the Installment Payments of all of the Purchasers in full, then Seller shall direct the Trustee to apply such Net Proceeds to prepayment of a portion of the Installment Payments, except that no such prepayment shall be in an amount less than \$5,000.

Unless Purchaser's Installment Payments have been paid in full as provided in subsection (b) of this Section 408, Purchaser shall be obligated to continue to make the Installment Payments required by this Agreement notwithstanding damage to or destruction of all or a portion of the Project; provided, however, that in the event that only a portion of the Installment Payments are prepaid as provided in subsection (b) of this Section 408, the Installment Payment obligations of Purchaser and the other Purchasers shall be reduced proportionately based on their respective Percentage Shares of the Installment Payments as set forth in Exhibit A hereto.

Notice of the receipt of Net Proceeds and the intended application thereof shall be given by Seller to the Insurer.

409. Application of Net Proceeds of Condemnation. All Net Proceeds received in any condemnation or eminent domain proceeding undertaken by any governmental agency relating to all or a portion of the Project shall be paid by the Purchasers, if received by the Purchasers, to the Trustee for deposit in the Principal Payment Fund and deposited in the appropriate Principal Payment Accounts of the Purchasers and Seller shall assure that such Net Proceeds are applied and disbursed as set forth below:

(a) If Seller determines that such condemnation has not materially adversely affected the operation of the Project, as set forth in a certificate executed by an Authorized Representative of Seller and filed with the Trustee, as assignee of Seller, and if such Net Proceeds are insufficient to enable the Purchasers to prepay the Installment Payments in full on the next succeeding Installment Payment Date, Seller shall direct the Trustee to retain such Net Proceeds in the Principal Payment Fund and to cause such Net Proceeds to be applied as a credit against the next succeeding Installment Payments of the appropriate Purchasers.

(b) If Seller determines that such condemnation has materially adversely affected the operation of the Project, as set forth in a certificate executed by an Authorized Representative of Seller and filed with the Trustee, or if such Net Proceeds are sufficient to enable the Purchasers to prepay the Installment Payments in full on the next succeeding Installment Payment Date, Seller shall direct the Trustee to deposit the Net Proceeds in the Redemption Fund and to apply such Net Proceeds to the prepayment in full or (to the extent that such condemnation pertains only to a portion of the Project) in part on the next succeeding Installment Payment Date of Installment Payments of the appropriate Purchasers, and the Installment Payment obligations of Purchaser and the other Purchasers shall be reduced proportionately based on their respective percentage shares of the Installment Payments as set forth in Exhibit A hereto.

Unless the Installment Payments shall have been paid in full as provided in subsection (b) of this Section 409, Purchaser shall be obligated to continue to make the Installment Payments required by this Agreement, notwithstanding condemnation of all or a portion of the Project.

Notice of the receipt of Net Proceeds and the intended application thereof shall be given by Seller to the Insurer.

410. Payment of Installment Payments. Purchaser shall duly and punctually pay or cause to be paid the Installment Payments and the other amounts due hereunder on the dates and at the places and in the manner provided in this Agreement according to the true intent and meaning hereof and of the Trust Agreement, and shall not directly or indirectly extend or assent to the extension of the Installment Payment Dates for any Installment Payments.

411. Compliance with this Agreement. Seller and Purchaser will faithfully observe and perform or cause to be faithfully observed and performed all the covenants, conditions and requirements of this Agreement, and will not suffer or permit any default to occur hereunder, nor do or permit to be done in, upon or about the Project, or any part thereof, anything that might in any way diminish or impair the operation thereof. Neither Seller nor Purchaser will do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of this Agreement (other than by prepayment of the Installment Payments).

412. Payment of Taxes. Purchaser will pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon Purchaser's capacity in the Project promptly as and when the same shall become due and payable; provided, however, that Purchaser shall not be required to pay any such tax, assessment, or charge, if the validity thereof shall concurrently be contested in good faith by appropriate proceedings, if Purchaser shall set aside, or cause to be set aside, reserves agreed by Purchaser and Seller or its assignee to be in a form and amount which is adequate with respect thereto and if Purchaser shall hold Seller and its assignee harmless as to any loss or forfeiture which might arise from the nonpayment of any such item; and provided further, that Purchaser, upon the commencement of any proceedings to foreclose the lien of any such tax, assessment, or charge, will forthwith pay, or cause to be paid, any such tax, assessment or charge, unless contested in good faith as aforesaid. Purchaser will not suffer Purchaser's capacity in the Project or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor. Nothing herein contained shall be deemed to impose any liability to pay taxes, assessments or charges where none is imposed by law.

413. Observance of Laws and Regulations. Seller and Purchaser will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations or requirements now or hereafter imposed on either of them by contract, or prescribed by any law or regulation of the United States, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by Purchaser and enjoyed by Seller, including Seller's and Purchaser's right to exist and carry on business as a public body,

corporate and politic, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

414. Maintain and Preserve the Project. Seller will operate, maintain and preserve, or will cause to be operated, maintained and preserved, the Project in good repair and working order and will operate or cause the Project to be operated in an efficient and economical manner.

415. Other Liens. Seller and Purchaser shall keep, or cause to be kept, the Project and all parts thereof free from judgments, from mechanics and materialmen's liens (except those arising from construction of the Project) and free from all liens, claims, demands and encumbrances of whatsoever nature or character, other than Permitted Encumbrances, and Seller and Purchaser shall keep or cause to be kept the Project free from any claim or liability which might impair or impede the operation of the Project; provided, however, that Seller or Purchaser shall not be required to pay any such liens, claims or demands if the validity thereof shall concurrently be contested in good faith by appropriate proceedings, and if Seller or Purchaser shall set aside, or cause to be set aside, reserves deemed by it to be adequate with respect thereto; and provided further, that Seller or Purchaser upon the commencement of any proceedings to foreclose the lien of any such charge or claim, will forthwith pay, or cause to be paid, any such charge or claim unless contested in good faith as aforesaid. Seller, Purchaser or the Trustee, may, (after first giving the other parties ten (10) days' written notice to comply therewith and failure of the party liable to so comply) defend against any and all actions or proceedings in which the validity of this Agreement is or might be questioned, or may pay or compromise any claim or demand asserted in any such actions or proceedings; provided, however, that, in defending against such actions or proceedings or in paying or compromising such claims or demands, Seller shall not in any event be deemed to have waived or released Purchaser from liability for or on account of any of its covenants and warranties contained herein, or from its liability hereunder to defend the validity of this Agreement and the pledge herein made and to perform such covenants and warranties.

416. Against Encumbrances or Sales. Neither Seller nor Purchaser shall create or suffer to be created any mortgage, pledge, lien, charge or encumbrance upon the Project, or upon any real or personal property essential to the operation of the Project except Permitted Encumbrances. Except as expressly provided in this Article IV, Purchaser shall promptly, at its own expense, take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, charge or encumbrance for which it is responsible, if the same shall arise at any time. Neither Seller nor Purchaser shall sell or otherwise dispose of any property essential to the proper operation of the Project, except as otherwise permitted by this Agreement.

417. Prosecution and Defense of Suits. Purchaser shall, promptly upon request of Seller or its assignee, from time to time take such action, or cause such action to be taken, as may be necessary or proper to remedy or cure any defect in or cloud upon its interest in the Project whether now existing or hereafter developing and shall prosecute, or cause to be prosecuted, all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save Seller and its assignee harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceedings.

418. Recordation and Filing. Purchaser shall record and file, or shall cause to be recorded and filed, this Agreement and all such documents as may be required by law (together with whatever else may be necessary or be reasonably required by Seller or its assignee), in such manner, at such times and in such places as may be required by law in order fully to preserve and protect the rights of Seller and its assignee under this Agreement.

419. Waiver of Laws. Purchaser shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, or suffer, any stay or extension by law now or at any time hereafter in force which may adversely affect the covenants and agreements contained in this Agreement and the benefit and advantage of any such law is hereby expressly waived by Purchaser to the extent that Purchaser may legally make such waiver.

420. Compliance with Conditions Precedent. Upon the date of delivery of this Agreement, all conditions, acts and things required by law or by this Agreement to have happened or to have been performed precedent to or in the execution of this Agreement shall exist, have happened and have been performed, and this Agreement shall be within every limit prescribed by law.

421. Power to Enter Into Agreements.

(a) Purchaser is duly authorized to enter into this Agreement and the Trust Agreement. The provisions of this Agreement are and will be the valid and legally enforceable obligations of Purchaser in accordance with their terms and the terms of this Agreement.

(b) Seller is duly authorized to enter into this Agreement, the Assignment Agreement and the Trust Agreement and to enter into the transactions contemplated by this Agreement, the Assignment Agreement and the Trust Agreement. Seller has duly authorized the execution and delivery of this Agreement, the Assignment Agreement and the Trust Agreement.

422. Further Assurances. Whenever and so often as requested so to do by Seller or its assignee, Purchaser will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order further and more fully to vest in Seller or its assignee all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon Seller and its assignee by this Agreement.

423. Seller Not Liable. Neither Seller nor its assignee nor its members, officers, agents or employees shall be liable to Purchasers or to any other person whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Project. Purchaser shall indemnify, or cause indemnification of, and hold Seller, its assignee, its and their members, officer, agents and employees harmless from, and defend each of them against, any and all claims, liens and judgments for death of or injury to any person or damage to property whatsoever occurring in, on or about the Project.

424. Indemnification Due to Trustee. Purchaser shall pay, or cause to be paid, to Seller or the Trustee, as assignee of Seller, fees, compensation and expenses due under the Trust Agreement

upon periodic billing therefor by Seller or the Trustee. In addition, Purchaser shall and hereby agrees to indemnify, or cause indemnification of, and hold, or cause to be held, Seller and the Trustee, as assignee of Seller, harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Project by Purchaser, (ii) any breach or default on the part of Purchaser in the performance of any of its obligations under this Agreement, (iii) any act of negligence of Purchaser, or of any of its agents, contractors, servants, employees or licensees with respect to the Project, (iv) the authorization of payment of the Cost of the Project by Purchaser, or (v) the defense (pursuant to Section 417 of this Agreement or Section 511 of the Trust Agreement) against actions or proceedings in which the validity of this Agreement is or might be questioned and the payment or compromise of claims or demands asserted in any such actions or proceedings, all to the extent permitted by law. Indemnification for any tort mentioned in this Section shall be limited to the extent and in the amounts provided for by California law. No indemnification will be made under this Section or elsewhere in this Agreement for wilful misconduct, gross negligence, or negligence by the Trustee, its officers, agents, employees, successors or assigns.

425. Authority to Operate the Project. Seller shall assure that the Property, including the Project, is operated pursuant to complete and lawful authority. No permits, rights, franchises or privileges relating thereto shall be allowed to lapse or be forfeited so long as the same shall be necessary for the ownership or operation of the Project. Seller shall procure, or cause to be procured, the extension or renewal of each and every permit, right, franchise or privilege so expiring and necessary or desirable for the ownership or operation of the Project as such.

426. Operation and Equipping of the Project. Seller shall continuously furnish and equip the Project, or cause the Project to be furnished and equipped, so that the Project shall at all times constitute complete and operational water treatment and distribution facilities which are conducted, operated and maintained in an efficient and economical manner. All costs of operating and maintaining the Project shall be borne by the Purchasers pro rata or as may otherwise be set forth in further agreements between Seller and the Purchasers.

427. Furnishing Additional Information. Purchaser shall, from time to time, furnish or cause to be furnished to Seller or its assignee such data regarding the Project as shall be reasonably requested in order to enable Seller and the Trustee, as assignee of Seller, to determine whether there has been compliance with the covenants, terms and provisions of this Agreement and of the Trust Agreement.

428. Quiet Enjoyment. The parties hereto mutually covenant that Purchaser, so long as it shall keep and perform the covenants and agreements herein contained, shall at all times during the term of this Agreement peaceably and quietly, have, hold and enjoy its interest in the Project without suit, trouble or hindrance from Seller.

429. Restriction Against Pledge. Seller shall not pledge the Installment Payments or other amounts derived from the Project or from rights of Seller under this Agreement nor shall Seller encumber or place any lien upon the Project, except as otherwise provided in this Agreement and the Trust Agreement.

430. Assignment by Seller. Except pursuant to the Assignment Agreement and except as otherwise set forth herein, Seller shall not assign this Agreement, its rights to receive the Installment Payments or its duties and obligations hereunder.

431. No Violation of Other Agreements.

(a) Purchaser hereby represents that neither the execution and delivery of this Agreement and the Trust Agreement, nor the fulfillment of and compliance with the terms and conditions hereof or of the Trust Agreement, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of terms or violation of any other agreement to which Purchaser is a party or by which Purchaser is bound, or constitutes a default under any of the foregoing, or is a violation of any law, regulation or order of the State.

(b) Seller hereby represents that neither the execution and delivery of this Agreement, the Assignment Agreement or the Trust Agreement, nor the fulfillment of and compliance with the terms and conditions hereof or of the Trust Agreement, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of terms or violation of any other agreement to which Seller is a party or by which Seller is bound, or constitutes a default under any of the foregoing, or is in violation of any law, regulation or order of the State.

## ARTICLE V

### WATER REVENUES: PURCHASER'S COVENANTS

501. Water Revenue Fund. Purchaser agrees to establish a Water Revenue Fund to be held by the Treasurer or other appropriate financial officer of Purchaser (the "Treasurer"). All Gross Revenues of the Enterprise shall be deposited with the Treasurer and credited to the Water Revenue Fund. The Treasurer shall transfer moneys from the Water Revenue Fund to pay the Installment Payments in accordance with Section 305 of this Agreement. Any Gross Revenues in excess of the amounts budgeted, as required, for the payment of the Installment Payments, the Existing Parity Indebtedness and any other Parity Indebtedness, and the Maintenance and Operation Costs of the Enterprise shall constitute surplus revenues in the Water Revenue Fund. After all covenants contained herein have been duly performed, and provided that there are no amounts then owing to Seller or the Trustee by Purchaser, such surplus revenues may be used for: (1) extensions and betterments of the Enterprise; or (2) any lawful purpose of Purchaser.

502. Covenants. So long as the Installment Payments are unpaid, Purchaser makes the following covenants with Seller and its assigns, which covenants are necessary, convenient and desirable to secure the payment of the Installment Payments; provided, however, that said covenants do not require Purchaser to expend any funds other than the Net Revenues received or receivable from the Enterprise.

Covenant 1. Discharge of Claims. Purchaser covenants that in order fully to preserve and protect the priority and security of the Installment Payments, Purchaser shall pay from the Water Revenue Fund and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Enterprise which, if unpaid, may become a lien or charge upon Net Revenues of the Enterprise prior or superior to the lien of the Installment Payments and impair the security of the Installment Payments. Purchaser shall also pay from the Water Revenue Fund all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of the Enterprise or upon any part thereof or upon any of the Net Revenues therefrom.

Covenant 2. Operation of the Enterprise. Purchaser covenants and agrees to operate the Enterprise in an efficient and economical manner and to operate, maintain and preserve the Enterprise in good repair and working order.

Covenant 3. Against Encumbrance; Eminent Domain. Purchaser covenants that the Enterprise shall not be mortgaged or otherwise encumbered, sold, leased, pledged, or have any charge placed thereon, or disposed of as a whole or substantially as a whole unless such sale or other disposition be so arranged as to provide for a continuance of payments into the Water Revenue Fund sufficient in amount to permit payment therefrom of the Installment Payments, payment of which is required to be made out of the Net Revenues of the Enterprise. Provided that there is such continuance of payments into the Water Reserve Fund, the sale of a portion of the Enterprise to another Purchaser shall be permitted. The Net Revenues of the Enterprise shall not be mortgaged, encumbered, sold, leased, pledged, or have any charge placed thereon, or disposed of or used except as authorized by the terms of this Agreement. Purchaser further covenants that it will not enter into any agreement which impairs the operation of the Enterprise or any part of it necessary to secure adequate Net Revenues to pay the Installment Payments or which otherwise would impair the rights of Purchaser with respect to the Net Revenues or the operation of the Enterprise. If any substantial part of the Enterprise is sold, the purchase price therefor shall either be used for the acquisition and/or construction of improvements and extensions of the Enterprise or be placed in the appropriate funds and used to pay the Installment Payments in the manner provided in this Agreement.

Purchaser covenants that any amounts received as awards as a result of the taking of all or any part of the Enterprise by the lawful exercise of the power of eminent domain, if any, either shall be used for the acquisition and/or construction of improvements and extensions of the Enterprise or shall be placed in the appropriate funds and used to pay the Installment Payments in the manner provided in this Agreement.

Covenant 4. Insurance. Purchaser covenants that it shall at all times maintain with responsible insurers all such insurance on the Enterprise as is customarily maintained with respect to facilities and properties of like character against accident to, loss of or damage to the Enterprise. If any useful part of the Enterprise shall be damaged or destroyed, such part shall be restored by Purchaser to the same good working condition it was in prior to its damage or destruction. The money collected from insurance against accident to or destruction of the Enterprise shall be used for repairing or rebuilding the damaged or destroyed Enterprise, and to the extent not so applied, shall be applied to the prepayment of the Installment Payments.

Purchaser shall also maintain with responsible insurers workers' compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect Purchaser and the Net Revenues.

Purchaser may be self-insured up to \$5,000,000 for any single event. The term "responsible insurer" may include participation in a joint public entity insurance program.

Covenant 5. Records and Accounts. Purchaser covenants that it shall keep proper books of records and accounts of the Enterprise, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Enterprise. Said books shall at all reasonable times be subject to the inspection of Seller or its assigns and the Insurer.

Covenant 6. No Free Service. Purchaser covenants that, except to the extent that Purchaser is required under agreements and/or contracts existing on the effective date of this Agreement, no water or other service from the Enterprise may be furnished or rendered to the United States of America, the State, or any private corporation or person free of charge, and that, except to the extent that Purchaser is required under agreements and/or contracts existing on the effective date of this Agreement, no such service shall be rendered to the United States of America, the State, or any private corporation or person at rates or for consideration lower than those charged other persons for similar service. Purchaser covenants that it shall at all times during the period any of the Certificates are Outstanding maintain and enforce valid regulations for the payment of bills for water service and that such regulations shall at all times during such period provide that Purchaser shall discontinue water service to any user whose water bill has not been paid within the time fixed by said regulations, which shall not be more than two months from the date the water bill became delinquent.

Covenant 7. Rates and Charges. Purchaser shall and hereby covenants that it shall prescribe, revise and collect rates and charges for the services and facilities of the Enterprise which, after making allowances for contingencies and error in estimates, shall be at least sufficient, when added to funds on hand, to pay the following amounts in the order set forth:

(a) The Installment Payments and payments with respect to the Existing Parity Indebtedness as they become due and payable and any debt service payable on additional Parity Indebtedness incurred pursuant to Covenant 9 below;

(b) All current expenses for the Maintenance and Operation Costs of the Enterprise; and

(c) All payments required to meet any other obligations of Purchaser which are charges, liens, encumbrances upon or payable from the Gross Revenues of the Enterprise, including the Trustee's fees;

and that such rates and charges shall be so fixed that the Net Revenues of the Enterprise shall be at least 1.25 times the amounts payable under paragraph (a) above, and that the Gross Revenues of the Enterprise shall be at least 1.00 times the amounts payable under paragraphs (a), (b) and (c) above.

Covenant 8. No Priority for Additional Obligations. Purchaser covenants that no additional bonds, notes or obligations shall be issued by Purchaser pursuant to any law of the State which will have any priority in payment of principal or interest out of the Gross Revenues of the Enterprise over the Installment Payments.

Covenant 9. Limits on Additional Debt. Purchaser covenants that, except for obligations issued to refund the Certificates, no additional Parity Indebtedness shall be created or incurred unless:

First: Purchaser is not in default under the terms of this Agreement; and

Second: The Net Revenues of the Enterprise, calculated on sound accounting principles, as shown by the books of Purchaser for the latest fiscal year or the last completed twelve (12) month period ended at least sixty (60) days prior to the adoption of the resolution of issuance for such additional indebtedness as shown by an audit certificate or opinion of an independent certified public accountant or firm of certified public accountants employed by Purchaser, plus, at the option of Purchaser, any or all of the items permitted in paragraphs (a) and (b) below, shall have amounted to at least 1.25 times the total of (i) the Installment Payments which are due, (ii) payments with respect to the Existing Parity Indebtedness which are due, and (iii) payments to become due on such additional Parity Indebtedness in the next fiscal year immediately subsequent to the incurring of such additional indebtedness.

The items any or all of which may be added to such Net Revenues of the Enterprise for the purpose of applying the restriction contained in this covenant are the following:

(a) An allowance for Net Revenues of the Enterprise from any additions to or improvements or extensions of the Enterprise to be made with the proceeds of such additional indebtedness, and also for Net Revenues of the Enterprise from any such additions, improvements or extensions which have been made from moneys from any source but which, during all or any part of such fiscal year or last completed twelve (12) month period, were not in service, all in an amount equal to seventy-five percent (75%) of the estimated additional average annual Net Revenues of the Enterprise to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension, respectively, is expected to be in operation, all as shown by the certificate or opinion of a qualified independent engineer employed by Purchaser; and

(b) An allowance for earnings arising from any increase in the charges made for service from the Enterprise which has become effective prior to the incurring of such additional indebtedness but which, during all or any part of such fiscal year or last completed twelve (12) month period, was not in effect, in an amount equal to seventy-five percent (75%) of the amount by which the Net Revenues of the Enterprise would have been increased if such increase in charges had been in effect during the whole of such fiscal year or last completed twelve (12) month period, as shown by the certificate or opinion of a qualified independent engineer employed by Purchaser.

Nothing herein shall preclude Purchaser from issuing obligations which are subordinate to the payment of the Installment Payments.

In the event the additional indebtedness bears interest at a variable rate for purposes of the rate covenant (Covenant 7 above) and determining compliance with the tests for issuance of additional indebtedness under this Covenant 9, debt service payable on variable rate additional indebtedness shall be computed assuming such additional indebtedness bears interest at the rate quoted in *The Bond Buyer 25 Revenue Bond Index* for the last week of the month preceding the date when the Purchaser incurs such additional indebtedness, as published in *The Bond Buyer*, plus one-half of one percent (0.50%), or if such index is no longer published, another similar index to be selected by the Seller, or if the Seller fails to select a replacement index, an interest rate equal to eighty percent (80%) of the yield for outstanding United States Treasury bonds having a maturity equivalent to that of the additional indebtedness proposed to be incurred, or if there are no such Treasury bonds having equivalent maturities, eighty percent (80%) of the lowest prevailing prime rate of any of the five largest commercial banks in the United States ranked by assets.

**Covenant 10. Against Competing Utility.** Purchaser will not acquire, construct, operate or maintain, and will not, within the scope of its powers, permit any other private or public corporation, political subdivision, district or agency, or any person whomsoever to acquire, construct, operate or maintain within Purchaser's boundaries, or any part thereof, any system or utility in competition with the Enterprise.

**Covenant 11. Financial Reports.** Within two hundred and ten (210) days after the close of each fiscal year of Purchaser, Purchaser will furnish, or cause to be furnished, to Seller or its assignee and to the Insurer detailed certified reports of audit, based on an examination sufficiently complete, prepared by an independent certified public accountant, covering Purchaser's Water Revenue Fund and the operations of the Enterprise for said fiscal year. Such audit report shall include statements of the status of each account pertaining to the Enterprise, showing the amount and source of deposits therein, the amount and purpose of the withdrawals therefrom and the balance therein at the beginning and end of the fiscal year.

**Covenant 12. Purchase of Additional Capacity.** In the event of default by another Purchaser, as provided in Section 601 hereof, and if the capacity of that defaulting Purchaser has not been acquired by another Purchaser or entity, Purchaser agrees to purchase a portion of said defaulting Purchaser's capacity on the following conditions:

1. The purchase price for said capacity shall be not less than the payment of the balance of the Installment Payments of the defaulting Purchaser attributable to the capacity being purchased.
2. The aggregate amount of the defaulting Purchaser's capacity to be purchased does not exceed twenty-five percent (25%) of the original capacity of Purchaser in the Project.

Covenant 13. Purchase of Water. Should an event of default occur hereunder, Purchaser covenants that it will obtain and pay for water from Seller up to the amount of its originally purchased capacity interest in the Project before it will obtain, purchase, rent, lease or otherwise acquire water, or an interest in water, from any public or private entity other than Seller.

Covenant 14. Continuing Disclosure Agreement. Purchaser covenants that it will enter into and comply with all of the provisions of the Continuing Disclosure Agreement.

Covenant 15. Sale or Lease of Enterprise.

(a) Purchaser covenants that it will not sell the Enterprise unless the purchase price which Purchaser will receive upon the sale of the Enterprise will be in an amount sufficient to fully prepay Purchaser's Percentage Share, as set forth in Exhibit A attached hereto, of the principal component of the remaining Installment Payments pursuant to Section 312 hereof, the portion of the interest component of the remaining Installment Payments which has accrued and is owing on the Interest Payment Date upon which such prepayment will occur, and any prepayment premium that may be payable pursuant to Section 312 hereof. Purchaser further covenants that the purchase price which it may receive for any such sale of the Enterprise, will be applied to the full extent thereof to the prepayment of Purchaser's Percentage Share of the principal component of such remaining Installment Payments, such portion of such interest component and any such prepayment premium.

(b) Purchaser further covenants that it will not lease the Enterprise to any person or entity unless the amount of the rental income or lease payments which Purchaser will receive from the lessee of the Enterprise in any calendar year will be 1.00 times the amounts payable under paragraphs (a), (b) and (c) of Covenant 7 above, and that such annual rental income or lease payments shall be considered and constitute Gross Revenues of the Enterprise.

(c) Purchaser further covenants that it will not sell or lease the Enterprise, or any portion thereof, if such a sale or lease would be inconsistent with the covenants of Purchaser and Seller contained in Section 313 hereof.

## ARTICLE VI

### EVENTS OF DEFAULT AND REMEDIES

601. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, with respect to Purchaser, or any other Purchaser, any one or more of the following events, namely:

(a) Failure by Purchaser to pay any Installment Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Purchaser by Seller or its assignee or by the Insurer; provided, however, that Seller or its assignee may, upon written request of Purchaser prior to the expiration of such thirty (30) day period, consent to an extension of such time in order to cure such failure if corrective action has been instituted by Purchaser and is being diligently pursued and will, in the judgment of Seller or its assignee, be diligently pursued until the default is corrected;

(c) A court having jurisdiction in the Project shall enter a decree or order for relief in respect of Purchaser in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Purchaser or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) days;

(d) Purchaser shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Purchaser or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of any of the foregoing.

Seller shall give written notice of a default by Purchaser to the Trustee and the Insurer. The Insurer shall be included as a party in interest and as a party entitled to (i) notify Seller, the Trustee or any applicable receiver of the occurrence of an event of default and (ii) request the Trustee or such receiver to intervene in judicial proceedings that affect the Certificates or the security therefor. The Trustee or such receiver shall accept notice of default from the Insurer.

602. Remedies on Default. Upon the happening of any of the events of default specified in Section 601 hereof, Seller or its assignee may, and shall if directed by the Insurer, exercise any and all remedies available pursuant to law or granted pursuant to this Agreement. Seller or its assignee is expressly authorized hereby to take over for the benefit of Seller or its assignee Purchaser's interest in the Project described in Exhibit A hereto, and, in addition, at its option, to terminate this Agreement. In the event of default and notwithstanding the take-over of Purchaser's interest in the Project by Seller or its assignee, Purchaser shall, as herein expressly provided, continue to remain liable for the payment of the Installment Payments and/or damages for breach of this Agreement and the performance of all conditions herein contained and, in any event, the Installment Payments and/or such damages shall be payable to Seller or its assignee at the time and in the manner set forth in subparagraphs (a) and (b) below.

(a) In the event that Seller or its assignee does not elect to terminate this Agreement pursuant to subparagraph (b) below, Purchaser agrees to and shall remain liable for the payment of the Installment Payments and the performance of all conditions herein contained and shall reimburse

Seller or its assignee for any deficiency arising out of the sale or leasing of Purchaser's capacity in the Project, or, in the event that Seller or its assignee is unable to sell or lease Purchaser's capacity in the Project, then for the full amount of the Installment Payments to the end of the term of this Agreement, but, unless the Trustee declares an acceleration of Purchaser's pro rata share of the unpaid principal of the Outstanding Certificates as provided in Section 504 of the Trust Agreement, such Installment Payments and/or deficiency shall be payable only at the same time and in the same manner as provided in Section 305 of this Agreement, notwithstanding such take-over of Purchaser's capacity in the Project by Seller or its assignee or any suit in unlawful detainer, or otherwise, brought by Seller or its assignee for the purpose of effecting such take-over of Purchaser's capacity in the Project or the exercise of any other remedy by Seller or its assignee. Purchaser hereby irrevocably appoints Seller or its assignee as the agent and attorney-in-fact of Purchaser to sell or lease Purchaser's capacity in the Project in the event of default by Purchaser. Purchaser hereby exempts and agrees to save harmless Seller and its assignee from any cost, loss or damage whatsoever arising or occasioned by any such entry upon and the sale or the leasing of Purchaser's capacity in the Project. Purchaser hereby waives any and all claims for damages caused, or which may be caused, by Seller or its assignee in entering and taking possession of Purchaser's capacity in the Project, for all claims for damages that may result from the destruction of or injury to the Project, and all claims for damages to or loss of any property belonging to Purchaser that may be in or upon the Project. Purchaser agrees that the terms of this Agreement constitute full and sufficient notice of the right of Seller or its assignee to sell or lease Purchaser's capacity in the Project in the event of such taking of possession without effecting a surrender of this Agreement, and further agrees that no acts of Seller or its assignee in effecting such sale or leasing shall constitute a surrender or termination of this Agreement irrespective of the term for which such sale or leasing is made, or of the terms and conditions of such sale or leasing, or otherwise, but that, on the contrary, in the event of such default by Purchaser, the right to terminate this Agreement shall vest in Seller or its assignee to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) below. Purchaser shall have the right to any sale proceeds or rental obtained by Seller or its assignee in excess of the full amount of the Installment Payments herein specified.

(b) In the event of default by Purchaser and consequent termination of this Agreement at the option of Seller or its assignee in the manner hereinafter provided (and notwithstanding the taking of possession of Purchaser's capacity in the Project by Seller or its assignee in any manner whatsoever or the sale or leasing of Purchaser's capacity in the Project), Purchaser nevertheless agrees to pay to Seller or its assignee all cost, loss or damages howsoever arising or occurring payable at the same time and in the same manner as in the case of payment of Installment Payments pursuant to Section 305 of this Agreement. Neither notice to pay the Installment Payments or to deliver up possession of Purchaser's capacity in the Project given pursuant to law nor any proceeding in unlawful detainer taken by Seller or its assignee shall itself operate to terminate this Agreement, and no termination of this Agreement on account of default by Purchaser shall be or become effective by operation of law, or otherwise, unless and until Seller or its assignee shall have given written notice to Purchaser of the election on the part of Purchaser or its assignee to terminate this Agreement.

Each and all of the remedies given to Seller and its assignee hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of Seller or its assignee to exercise any or all other remedies.

603. Suits at Law or in Equity and Mandamus. In addition to the remedies set forth in Section 602 hereof, in case one or more of the events of default shall happen, then and in every such case, Seller or its assignee, or Seller or its assignee at the direction of the Insurer, shall be entitled to proceed to protect and enforce the rights vested in Seller by this Agreement by such appropriate judicial proceeding as Seller or its assignee, or the Insurer shall deem most effectual to protect and enforce any such right, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in this Agreement or by law. The provisions of this Agreement and the duties of Purchaser and of the officers, agents and employees of Purchaser shall be enforceable by Seller or its assignee by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, Seller and its assignee shall have the right:

(a) Accounting. By action or suit in equity to require Purchaser and its officers, agents and employees to provide an accounting as the trustee of an express trust.

(b) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of Seller or its assignee.

(c) Mandamus. By mandamus or other suit, action or proceeding at law or equity to enforce its or their rights against Purchaser and any of its officers, agents, and employees, and to compel it or them to perform and carry out its and their duties and obligations under the law and its and their covenants and agreements with Purchaser as provided herein.

604. Non-Waiver. Nothing in this Article VI or in any other provision of this Agreement shall affect or impair the obligation of Purchaser, which is to pay the Installment Payments, as herein provided. No delay or omission of Seller or its assignee to exercise any right or power arising upon the happening of any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or any acquiescence therein, and every power and remedy given by this Article VI to Seller and its assignee may be exercised from time to time and as often as shall be deemed expedient by Seller or its assignee.

605. Remedies Not Exclusive. No remedy herein or by law conferred upon or reserved to Seller or its assignee is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy, and every remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, may be exercised without exhausting and without regard to any other remedy conferred by any law.

606. Status Quo. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Seller and its assignee, then, and in every such case, Seller and its assignee shall be

restored to Seller's former position and rights and remedies as if no such suit, action or proceedings had been brought or taken.

## ARTICLE VII

### ADMINISTRATIVE PROVISIONS

701. Relationship of Agreements: Affect on Rights and Obligations of Seller and Purchasers. As provided in Section 104 hereof, this Agreement and the Agreements between Seller and the other Purchasers are entered into for the purpose of accomplishing the defeasance and refunding of the outstanding 1986 Certificates in order to further reduce the amounts of the Installment Payments to be paid by Purchaser and the other Purchasers for the purchase of capacity in the Project. This Agreement and the Agreements between Seller and the other Purchasers are intended to and shall revise and restate the 1986 Installment Purchase Agreements in their entirety with the effect that this Agreement and the Agreements between Seller and the other Purchasers will supersede the 1986 Installment Purchase Agreements with respect to the rights and obligations of Seller and Purchaser and such other Purchasers regarding the Project, including the obligations of Purchaser and such other Purchasers to pay the Installment Payments and the amounts thereof, and the rights of Purchaser and such other Purchasers with respect to capacity in the Project, will be governed in all respects by this Agreement and such other Agreements. It is further intended, however, by Seller and Purchaser and all other Purchasers that, notwithstanding the provisions of this Agreement and the Agreements between Seller and the other Purchasers, and as provided in Section 203 hereof, the obligations of Purchaser and such other Purchasers to pay the Installment Payments pursuant to the 1986 Installment Purchase Agreements shall continue without interruption, and that the only effect of this Agreement and such other Agreements with respect to such Installment Payments will be to further reduce the amounts thereof as a result of the defeasance and refunding of the 1986 Certificates, and that Purchaser and such other Purchasers shall pay the Installment Payments in such reduced amounts as set forth in Exhibit B attached hereto and in Exhibit B attached to the Agreements between Seller and the other Purchasers.

702. Preservation and Inspection of Documents. All documents received by Seller or its assignee or Purchaser under the provisions of this Agreement shall be retained in their respective possessions and shall be subject at all reasonable times to the inspection of the other party hereto and its assigns, agents and representatives, any of whom may make copies thereof.

703. Parties of Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party other than Seller, Purchaser, the Trustee and the Insurer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations of the Trust Agreement; and all covenants, conditions, stipulations, promises and agreements in this Agreement made by or on behalf of Seller, Purchaser, the Trustee or the Insurer shall be for the sole and exclusive benefit of Seller and its assignee, the Trustee, the Insurer and Purchaser.

704. No Recourse Under Agreement. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had under this Agreement for the payment of the Installment Payments or for any claim based thereon or under this Agreement against any member, officer, employee or agent of the parties hereto.

705. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail by first class mail with postage fully prepaid:

If to Seller:

Water Facilities Authority  
1775 Benson Avenue  
Upland, California 91768  
Attn: Treasurer  
(909) 981-9454

If to the Trustee:

First Trust of California, National Association  
550 South Hope Street  
Suite 500  
Los Angeles, CA 90071  
Attn: Leticia Ramos  
(213) 533-8762

If to Chino:

City of Chino  
13220 Central Avenue  
Chino, California 91710  
Attn: City Manager  
(909) 627-7577

If to Ontario:

City of Ontario  
303 East B Street  
Ontario, California 91764  
Attn: City Manager  
(909) 986-1151

If to Upland:

City of Upland  
460 N. Euclid Avenue  
P.O. Box 460  
Upland, California 91786  
Attn: City Manager  
(909) 931-4102

If to Monte Vista:

Monte Vista Water District  
10575 Central Avenue  
Montclair, California 91763  
Attn: General Manager  
(909) 624-0035

If to the Insurer:

Financial Guaranty Insurance Company  
115 Broadway  
New York, New York 10006  
Attention: Risk Management

and

State Street Bank and Trust Company, N.A.  
61 Broadway, New York, New York 10006  
Attention: Corporate Trust Department.

The parties hereto, by notice given hereunder, may, respectively designate different addresses to which subsequent notices, certificates or other communications will be sent.

706. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

707. **Severability.** If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Agreement on the part of Seller or Purchaser to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Agreement.

708. **Headings.** Any headings preceding the text of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement,

shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

709. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

710. Seller and Purchaser Representatives. Whenever under the provisions of this Agreement the approval of Seller or its assignee or Purchaser is required, or Seller or its assignee or Purchaser are required to take some action at the request of the other, such approval or such request may be given for Seller by an Authorized Representative of Seller, for assignees of Seller by an authorized representative thereof, and for Purchaser by an Authorized Representative of Purchaser, and any party hereto shall be authorized to rely upon any such approval or request.

711. Form of Certificate of Officers. Every certificate with respect to compliance with a condition or covenant provided for in this Agreement and which is precedent to the taking of any action under this Agreement shall include:

(a) A statement that the person making or giving such certificate has read such covenant or condition and the definitions herein relating thereto;

(b) A brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate are based;

(c) A statement that, in the opinion of the signer, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) A statement as to whether, in the opinion of the signer, such condition or covenant has been complied with.

A certificate may be based, insofar as its relates to legal matters, upon a certificate or opinion of or representations by counsel, unless the persons providing the certificate know that the certificate, opinion or representations with respect to the matters upon which the certificate may be based is/are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

712. Effective Date. This Agreement shall be effective when the 1986 Certificates have been paid or provision for their payment has been made as provided in Article IX of the 1986 Trust Agreement.

713. Counterpart. This Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

WATER FACILITIES AUTHORITY, as Seller

By: James L. Thalman  
Chairman

ATTEST:

William C. Walber  
Secretary

CITY OF CHINO, as Purchaser

By: Lucille M. Silva  
Mayor

ATTEST:

Karen M. Ruckman, Deputy  
City Clerk

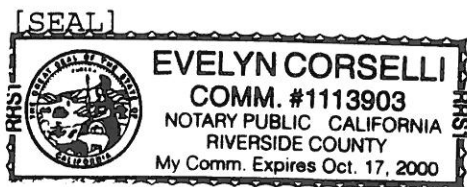


STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SAN BERNARDINO )

On September 24, 1997, before me, Evelyn Corselli, personally appeared James S. Thalman and William C. Walker, Jr.  personally known to me OR  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Evelyn Corselli*  
\_\_\_\_\_  
Signature of Notary



STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SAN BERNARDINO )

On September 25, 1997, before me, Evelyn Corseelli, personally appeared Eunice M. Ulloa and Karen M. Ruckman  personally known to me OR  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Evelyn Corseelli*  
\_\_\_\_\_  
Signature of Notary

[SEAL]



**EXHIBIT A**

**DESCRIPTION OF THE PROJECT AND PURCHASERS'  
PERCENTAGE INTERESTS IN THE PROJECT AND  
SHARES OF THE INSTALLMENT PAYMENTS**

<u>COMPONENT</u>	<u>UPLAND</u>	<u>MVWD</u>	<u>ONTARIO</u>	<u>CHINO</u>	<u>CHINO HILLS</u>
Land	29.4118	14.7059	29.4118	11.7647	14.7059
MWD Connection	23.4375	23.4375	31.2500	6.2500	15.6250
Treatment Plant	29.4118	14.7059	29.4118	11.7647	14.7059
Expand to 77MGD	16.6666	33.3333	33.3333	0	16.6666
46-inch PL to 8th St.	0	19.2307	38.4615	23.0769	19.2307
30-inch & 16-inch to Ontario	0	0	0	0	0
PL 8th to Chino	0	0	0	100	0
(5) Turnouts	20	20	40	20	0
ERS-Ontario	0	0	100	0	0
ERS-Chino	0	0	0	100	0
ERS-Ontario & Chino	0	0	55.5555	44.4445	0

**Purchasers' Percentage Interests in the Project**

Chino	17.64947%
Ontario	37.84047%
Upland	20.54832%
Chino Hills	8.87066%
Monte Vista	<u>15.09108%</u>
<b>Total</b>	<b>100.00000%</b>

**Purchasers' Percentage Shares of the Installment Payments**

Chino	19.33760%
Ontario	41.51681%
Upland	22.53774%
Monte Vista	<u>16.60785%</u>
<b>Total</b>	<b>100.00000%</b>



## EXHIBIT B

### City of Chino Schedule of Installment Payments

Percentage Share of Installment Payments 22.5377%

		Principal Component	Interest Component	Quarterly Installment Payment	Semi-annual Payments to Trustee
Oct	1997	\$ 41,576	\$ 57,163	\$ 98,739	
Jan	1998	\$ 41,576	\$ 57,163	\$ 98,739	
Apr	1998	\$ 41,576	\$ 56,847	\$ 98,423	\$ 114,327
July	1998	\$ 41,576	\$ 56,847	\$ 98,423	
Oct	1998	\$ 44,718	\$ 55,184	\$ 99,903	\$ 279,998
Jan	1999	\$ 44,718	\$ 55,184	\$ 99,903	
Apr	1999	\$ 44,718	\$ 55,184	\$ 99,903	\$ 110,369
July	1999	\$ 44,718	\$ 55,184	\$ 99,903	
Oct	1999	\$ 45,443	\$ 53,396	\$ 98,839	\$ 289,242
Jan	2000	\$ 45,443	\$ 53,396	\$ 98,839	
Apr	2000	\$ 45,443	\$ 53,396	\$ 98,839	\$ 106,791
July	2000	\$ 45,443	\$ 53,396	\$ 98,839	
Oct	2000	\$ 48,344	\$ 51,578	\$ 99,922	\$ 288,565
Jan	2001	\$ 48,344	\$ 51,578	\$ 99,922	
Apr	2001	\$ 48,344	\$ 51,578	\$ 99,922	\$ 103,156
July	2001	\$ 48,344	\$ 51,578	\$ 99,922	
Oct	2001	\$ 50,036	\$ 49,596	\$ 99,632	\$ 296,532
Jan	2002	\$ 50,036	\$ 49,596	\$ 99,632	
Apr	2002	\$ 50,036	\$ 49,596	\$ 99,632	\$ 99,192
July	2002	\$ 50,036	\$ 49,596	\$ 99,632	
Oct	2002	\$ 51,245	\$ 47,569	\$ 98,814	\$ 299,336
Jan	2003	\$ 51,245	\$ 47,569	\$ 98,814	
Apr	2003	\$ 51,245	\$ 47,569	\$ 98,814	\$ 95,139
July	2003	\$ 51,245	\$ 47,569	\$ 98,814	
Oct	2003	\$ 54,870	\$ 45,443	\$ 100,313	\$ 300,117
Jan	2004	\$ 54,870	\$ 45,443	\$ 100,313	
Apr	2004	\$ 54,870	\$ 45,443	\$ 100,313	\$ 90,886
July	2004	\$ 54,870	\$ 45,443	\$ 100,313	
Oct	2004	\$ 58,013	\$ 43,111	\$ 101,124	\$ 310,367
Jan	2005	\$ 58,013	\$ 43,111	\$ 101,124	
Apr	2005	\$ 58,013	\$ 43,111	\$ 101,124	\$ 86,222
July	2005	\$ 58,013	\$ 43,111	\$ 101,124	
Oct	2005	\$ 61,397	\$ 40,587	\$ 101,984	\$ 318,273
Jan	2006	\$ 61,397	\$ 40,587	\$ 101,984	
Apr	2006	\$ 61,397	\$ 40,587	\$ 101,984	\$ 81,174
July	2006	\$ 61,397	\$ 40,587	\$ 101,984	
Oct	2006	\$ 64,781	\$ 37,517	\$ 102,298	\$ 326,762
Jan	2007	\$ 64,781	\$ 37,517	\$ 102,298	
Apr	2007	\$ 64,781	\$ 37,517	\$ 102,298	\$ 75,035
July	2007	\$ 64,781	\$ 37,517	\$ 102,298	
Oct	2007	\$ 68,407	\$ 34,278	\$ 102,685	\$ 334,159

## EXHIBIT B

### City of Chino Schedule of Installment Payments

Percentage Share of Installment Payments 22.5377%

		Principal Component	Interest Component	Quarterly Installment Payment	Semi-annual Payments to Trustee
Jan	2008	\$ 68,407	\$ 34,278	\$ 102,685	
Apr	2008	\$ 68,407	\$ 34,278	\$ 102,685	\$ 68,557
July	2008	\$ 68,407	\$ 34,278	\$ 102,685	
Oct	2008	\$ 71,791	\$ 30,858	\$ 102,649	\$ 342,184
Jan	2009	\$ 71,791	\$ 30,858	\$ 102,649	
Apr	2009	\$ 71,791	\$ 30,858	\$ 102,649	\$ 61,716
July	2009	\$ 71,791	\$ 30,858	\$ 102,649	
Oct	2009	\$ 76,142	\$ 27,125	\$ 103,267	\$ 348,879
Jan	2010	\$ 76,142	\$ 27,125	\$ 103,267	
Apr	2010	\$ 76,142	\$ 27,125	\$ 103,267	\$ 54,250
July	2010	\$ 76,142	\$ 27,125	\$ 103,267	
Oct	2010	\$ 80,493	\$ 23,165	\$ 103,658	\$ 358,817
Jan	2011	\$ 80,493	\$ 23,165	\$ 103,658	
Apr	2011	\$ 80,493	\$ 23,165	\$ 103,658	\$ 46,331
July	2011	\$ 80,493	\$ 23,165	\$ 103,658	
Oct	2011	\$ 83,393	\$ 18,980	\$ 102,373	\$ 368,302
Jan	2012	\$ 83,393	\$ 18,980	\$ 102,373	
Apr	2012	\$ 83,393	\$ 18,980	\$ 102,373	\$ 37,960
July	2012	\$ 83,393	\$ 18,980	\$ 102,373	
Oct	2012	\$ 88,711	\$ 14,643	\$ 103,355	\$ 371,533
Jan	2013	\$ 88,711	\$ 14,643	\$ 103,355	
Apr	2013	\$ 88,711	\$ 14,643	\$ 103,355	\$ 29,287
July	2013	\$ 88,711	\$ 14,643	\$ 103,355	
Oct	2013	\$ 93,546	\$ 10,030	\$ 103,576	\$ 384,132
Jan	2014	\$ 93,546	\$ 10,030	\$ 103,576	
Apr	2014	\$ 93,546	\$ 10,030	\$ 103,576	\$ 20,061
July	2014	\$ 93,546	\$ 10,030	\$ 103,576	
Oct	2014	\$ 99,347	\$ 5,166	\$ 104,513	\$ 394,243
Jan	2015	\$ 99,347	\$ 5,166	\$ 104,513	
Apr	2015	\$ 99,347	\$ 5,166	\$ 104,513	\$ 10,332
July	2015	\$ 99,347	\$ 5,166	\$ 104,513	
Oct	2015				\$ 407,720

**EXHIBIT C**

**DESCRIPTION OF WATER FACILITIES AUTHORITY  
WATER TREATMENT PLANT PROPERTY**

The property situated in the County of San Bernardino, State of California, described as follows:

Lots 15, 22 and the east 347.50 feet of Lot 21, Tract No. 1836, as per plat recorded in Book 26 of Maps, Page(s) 60, records of said County.

Excepting therefrom the north 75.00 feet of Lot 15, measured at right angles to the north line of said lot.

Also, excepting therefrom the east 350.00 feet and the south 313.25 feet of said Lot 22.

Also, excepting therefrom the northerly 100.00 feet of the southerly 389.31 feet of the westerly 75.00 feet of the easterly 347.50 feet of said Lot 21.



# Appendix H Water Conservation Ordinances



Ordinance No. 2009-04 can be found [here](#). Ordinance No. 2015-04 can be found [here](#).