

CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

AGENDA PACKAGE

**CHINO BASIN WATERMASTER
ADVISORY COMMITTEE MEETING**

9:00 a.m. – May 27, 2004

At The Offices Of

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

AGENDA - ADDITIONS/REORDER

I. CONSENT CALENDAR

Note: All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by one motion in the form listed below. There will be no separate discussion on these items prior to voting unless any members, staff, or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

A. MINUTES

1. Minutes of the Advisory Committee meeting held April 22, 2004 *(Page 1)*

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of April 2004 *(Page 13)*
2. Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2003 through March 31, 2004 *(Page 17)*
3. Treasurer's Report of Financial Affairs for the Period March 1 through March 31, 2004 *(Page 19)*
4. Profit & Loss Budget vs. Actual July 2003 through March 2004 *(Page 21)*

C. STATUS REPORT #10

Authorize Staff and Counsel to File Report with Court for December 2003 to February 2004 Period *(Page 23)*

D. WATER TRANSACTION

1. Consider Approval for Transaction of Notice of Sale or Transfer from Southern California Water Company to Fontana Water Company the Amount of 2000 acre-feet *(Page 45)*
2. Consider Approval for Transaction of Notice of Sale or Transfer from West Valley Water District to Monte Vista Water District the Amount of 650 acre-feet *(Page 59)*
3. Consider Approval for Transaction of Notice of Sale or Transfer from City of Pomona to Fontana Water Company the Amount of 500 acre-feet *(Page 71)*

II. BUSINESS ITEMS

A. 2004/2005 WATERMASTER BUDGET

Consider Approval of the Fiscal 2004/2005 Budget *(Page 87)*

- B. CONSIDER AGREEMENT FOR BASIN MONITORING PROGRAM FOR NITROGEN/TDS IN THE SANTA ANA RIVER WATERSHED**
Consider Agreement Amongst Watershed Dischargers for Monitoring Requirements for Basin Plan *(Page 107)*
- C. DISCUSS AGREEMENT BETWEEN IEUA AND WATERMASTER FOR BASIN MONITORING ACTIVITIES**
Staff Will Present Highlights of Cooperative Monitoring Agreement *(Page 123)*
- D. CONSIDER AGREEMENT BETWEEN OCWD, MWDOC, IEUA, AND WATERMASTER FOR THE JOINT USE OF SERVICE CONNECTION OC-59**
Consider Update Agreement for Joint Use of Imported Water Turnout *(Page 141)*

III. REPORTS/UPDATES

- A. WATERMASTER GENERAL LEGAL COUNSEL REPORT**
 - 1. Attorney/Manager Meeting – April 28, 2004
 - 2. Patent Issue
 - 3. Wilson v. Watermaster
 - 4. Hearing Date For Approval Of DYY Storage Agreement
- B. CEO/STAFF REPORT**
 - 1. Discuss Draft Recharge Operating Plan *(Page 151)*
 - 2. Discuss the Draft Chino I and Chino II Desalter Projects Groundwater Monitoring and Mitigation Plan *(Page 153)*
- C. INLAND EMPIRE UTILITIES AGENCY**
 - 1. Rialto Pipeline Shutdown Next Winter (Repairs)
 - 2. State Budget Impacts on IEUA (oral)
 - 3. MWD DYY Project Status & Planned Replenishment Deliveries During FY 2004/05 (oral)
 - 4. Water Resources Report *(Page 211)*
 - 5. Water Conservation Status Report *(Page 217)*
 - 6. Recycled Water Program *(Page 219)*
 - 7. Chino Basin Facilities Improvement Project (Recharge) *(Page 223)*
 - 8. State/Federal Legislation *(Page 227)*
 - 9. Public Relations *(Page 235)*

IV. POOL MEMBER COMMENTS

V. OTHER BUSINESS

VI. FUTURE MEETINGS

May 24, 2004	11:00 a.m.	Attorney/Manager Meeting @ BB&K
May 27, 2004	9:00 a.m.	Advisory Committee Meeting
	11:00 a.m.	Watermaster Board Meeting
June 2, 2004	12:00 p.m.	Attorney/Manager Meeting @ BB&K
June 9, 2004	9:00 a.m.	Attorney/Manager Meeting @ BB&K
June 10, 2004	3:00 p.m.	Appropriative & Non-Agricultural Pool Meeting
June 15, 2004	9:00 a.m.	Agricultural Pool Meeting @ IEUA
June 24, 2004	9:00 a.m.	Advisory Committee Meeting
	11:00 a.m.	Watermaster Board Meeting

Meeting Adjourn

**CHINO BASIN WATERMASTER
BOARD MEETING**

11:00 a.m. – May 27, 2004
At The Offices Of
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA - ADDITIONS/REORDER

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June 10, 2004	3:00 p.m.	Appropriative & Non-Agricultural Pool Meeting
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June 24, 2004	9:00 a.m.	Advisory Committee Meeting
	11:00 a.m.	Watermaster Board Meeting

Meeting Adjourn

CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

I. CONSENT CALENDAR

A. MINUTES

1. Advisory Committee Meeting –
April 22, 2004

Draft Minutes
CHINO BASIN WATERMASTER
ADVISORY COMMITTEE MEETING
April 22, 2004

The Advisory Committee Meeting was held at the offices of the Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California, on April 22, 2004 at 10:00 a.m.

ADVISORY COMMITTEE MEMBERS PRESENT

Appropriative Pool

Mohamed El-Amamy, Alternate Chair	City of Ontario
Raul Garibay	City of Pomona
Dave Crosley	City of Chino
Henry Pepper	City of Pomona
Ray Wellington	San Antonio Water Company
James T. Bryson	Fontana Water Company
John Huitsing	Milk Producers Council
Mike Maestas	City of Chino Hills
Robert DeLoach	Cucamonga Valley Water District

Agricultural Pool

Pete Hall	Sate of California Institute for Men
Bob Feenstra	Mile Producers Council

Non-Agricultural Pool

Bob Bowcock (via telephone conference call)	Vulcan Materials Company (Calmat Division)
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Watermaster Board Members Present

Paul Hofer	Agricultural Pool, Crops
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Watermaster Staff Present

John Rossi	Chief Executive Officer
Gordon Treweek	Project Engineer
Sheri Rojo	Finance Manager
Sherri Lynne Molino	Recording Secretary

Watermaster Consultants Present

Michael Fife	Hatch & Parent
Steven L. Hoch	Hatch & Parent

Other Presents

Rich Atwater	Inland Empire Utilities Agency
Dave Hill	Inland Empire Utilities Agency
Sondra Elrod	Inland Empire Utilities Agency
Martha Davis	Inland Empire Utilities Agency
Steven G. Lee	Agricultural Pool Legal Counsel
Josephine Johnson	Monte Vista Water District
Lorraine Aoy Edwards	Metropolitan Water District
Eddie Rigdon	Metropolitan Water District
Barrett Kehl	Chino Basin Water Conservation District
Bill Stafford	Marygold Water Company

The Advisory Committee meeting was called to order by Chair El -Amamy at 10:10 a.m.

AGENDA - ADDITIONS/REORDER**I. CONSENT CALENDAR****A. MINUTES**

1. Minutes of the Advisory Committee meeting held March 25, 2004

This item was pulled for discussion. Comment received regarding page 4 of the Advisory Committee meeting minutes which needed a revision regarding deleted basins on a presentation chart.

*Motion by El-Amamy, second by Wellington, and by unanimous vote
Moved to approve Consent Calendar Item A after a revision is made to clarify an item on page 4 regarding deleted basins on a presentation chart*

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of March 2004
2. Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2003 through February 29, 2004
3. Treasurer's Report of Financial Affairs for the Period January 1 through February 29, 2004
4. Profit & Loss Budget vs. Actual July 2003 through February 2004

*Motion by Crosley, second by Maestas, and by unanimous vote
Moved to approve Consent Calendar Item B, as presented*

II. BUSINESS ITEMS**A. 2004/2005 WATERMASTER BUDGET**

Mr. Rossi commented this item was for information only and was not seeking action. Mr. Rossi reviewed the emphasis for the coming year's budget and briefly reviewed the financial impacts. Noting assessments decreased slightly, administrative costs were down and general counsel legal costs had decreased. The final budget will be presented next month for approval.

B. CONSIDER AGREEMENT WITH CITY OF UPLAND AND IEUA FOR RECHARGE PROJECT

Mr. Rossi informed the Committee this request was brought through unanimous Pool recommendations to approve the submitted Agreement between Watermaster, Inland Empire Utilities Agency, and the City of Upland regarding inclusion of Upland Recharge Basin in facilities improved pursuant to the Recharge Master Plan. Noting this agreement will allow Watermaster to utilize the basin for imported water recharge and the ability to receive credit for storm water recharge as "new yield". Mr. Rossi requested approval from the Advisory Committee for this Agreement and to allow staff and legal counsel to make minor edits as needed.

*Motion by Wellington, second by El-Amamy, and by unanimous vote
Moved to approve Agreement with the City of Upland for the recharge project and to allow staff and counsel to make minor edits as necessary*

III. REPORTS/UPDATES**A. WATERMASTER GENERAL LEGAL COUNSEL REPORT****1. Attorney/Manager Meeting**

Counsel Fife commented that the first meeting went well with the outcome of several formed sub-committees to tackle various issues. Counsel Fife noted the Monte Vista Water District has postponed their scheduled hearing for 60 days, confirming June 24, 2004 at 1:30 was the new date and time. This postponement transpired primarily because of the scheduled attorney/managers meetings being set in place to possibly resolve issues prior to meeting in a court setting. The signed order postponing the hearing is available on the back table for all interested parties.

2. Recharge Basin Patent
Counsel Fife commented on the recently awarded patent for furrows adjacent to ridges within recharge basins. Counsel briefly described the patent and noted this item will be added to the ACWA agenda for discussion. Also commenting this will have state wide interest for all parties who recharge water.
3. Draft Pleading – Dry Year Yield Project
Counsel Fife informed the Committee that the Dry Year Yield Storage Agreement between Watermaster, Three Valleys Municipal Water District, and Inland Empire Utilities Agency was approved by the Board and counsel was directed to file the Agreement with the Court for approval so that Watermaster could execute the Agreement. A draft copy of the pleading was included in the agenda package for review. Parties were asked to note comments to counsel Fife as soon as possible.

Added Legal Counsel Comments:

Counsel Fife commented that the Chino Land & Water Co. submitted their case to the Supreme Court. A copy of the petition was available on the back table for all interested parties.

4. San Gabriel Watermaster Water Quality Litigation
Counsel Fife introduced Mr. Steven Hoch from Hatch & Parent who will be giving a presentation on the South El Monte Operable Unit (SEMOU) Litigation. Counsel Hoch reviewed the history of the SEMOU litigation and provided a summary of the "Third Party Claims" which were filed on April 12, 2004. The purpose of these claims was to add Metropolitan, the water producers, and the San Gabriel Watermaster as PRPs.

B. CEO/STAFF REPORT

1. Presentation Regarding OBMP Progress through December 31, 2003 – Water Quality Issues
No comment was made regarding this item.
2. Update Regarding MZ1 Technical Group Meeting April 7, 2004
No comment was made regarding this item.

C. INLAND EMPIRE UTILITIES AGENCY

1. MWD Dry Year Yield Update – Rich Atwater (oral)
Mr. Atwater commented this packet contained written reports and updates on all the Inland Empire Utilities Agency current activities and since Eddie Rigdon from Metropolitan Water District was here to give a talk on the MWD Long-Term Shutdown Planning, IEUA would be passing on discussing all other items listed, although he encouraged the Committee to read the packaged items along with the extra hand outs that were provided.
2. Discussion on MWD Long-Term Shutdown Planning – MWD Staff
Eddie Rigdon from Metropolitan Water District referred to the additional handout dated April 19, 2004 regarding the MWD Proposed 7-Day Interruption Service Policy Proposal. Mr. Rigdon stated this shutdown will ensure long-term reliability to other agencies. Noting the need for water has gone up tremendously placing more dependency on water facilities, in turn, causing the need for planned maintenance. High demands tend to cause outages, which facilities can not afford. Costs can be from thirty five to sixty five thousand dollars for outages. Plans to perform shutdowns are typically scheduled during low demand periods as to not disrupt services. Mr. Rigdon mentioned they are dealing with aging systems which brings up concerns and reiterating the need for safeguarding our facilities is a priority. A brief discussion ensued regarding the planned shutdown.

3. Water Resources Report (handout)
No comment was made regarding this item.
4. Water Conservation Status Report
No comment was made regarding this item.
5. Water Conservation Budget FY 2004/2005
No comment was made regarding this item.
6. Recycled Water Program
No comment was made regarding this item.
7. Chino Basin Facilities Improvement Project (Recharge)
No comment was made regarding this item.
8. State/Federal Legislation
No comment was made regarding this item.
9. Public Relations (Outreach Update)
No comment was made regarding this item.

IV. INFORMATION

1. Barbara Boxer, United States Senator Letter Regarding \$300,000 Conjunctive Use Appropriation
Mr. Rossi referred to page 109 of the packet which references the Barbara Boxer, United States Senator Letter dated March 22, 2004. This letter thanks the Chino Basin Watermaster for contacting her for the purpose of expressing Watermaster's views on the Chino Basin Conjunctive Use Project. Noting Senator Boxer is in support of the project and has contributed \$300,000 in the fiscal year 2004 for the Energy and Water Appropriations bill.
2. DWR Letter - \$15 Million Conjunctive Use Grant
Mr. Rossi recapped the April 2, 2004 letter written to Inland Empire Utilities Agency (IEUA) regarding the Proposition 13 Groundwater Storage/Recharge Program. Mr. Rossi informed the Committee that the Watermaster prepared and had IEUA submit an application for the Groundwater Storage Construction Grant on June 5, 2003. Commenting he was pleased to inform the Committee that IEUA was conditionally selected for funding. Mr. Rossi briefly reviewed the requirements that must be satisfied before DWR will sign the contract with IEUA, stating this was good news.
3. SAWC Nomination for the 2004 Integrated Project of the Year Award
Mr. Rossi commented on the Santa Ana Watershed Coalition letter dated April 2, 2004 which was provided as a handout. Watermaster for the second year in a row is being recognized by SAWPA as having done a project worthy of their Integrated Project of the Year Award. Last year we were recognized for the OBMP Program and this year for our more comprehensive recharge program. We will ask our partners from Flood Control and the Conservation District to join us in accepting this award.

V. POOL MEMBER COMMENTS

No comment was made regarding this item.

VI. OTHER BUSINESS

No comment was made regarding this item.

VII. FUTURE MEETINGS

April 22, 2004	10:00 a.m.	Advisory Committee Meeting
	1:00 p.m.	Watermaster Board Meeting
April 28, 2004	10:00 a.m.	Attorney/Manager Meeting
May 12, 2004	2:00 p.m.	Storage & Recovery Meeting
May 13, 2004	3:00 p.m.	Appropriative & Non-Agricultural Pool Meeting
May 20, 2004	9:00 a.m.	Agricultural Pool Meeting @ IEUA
May 27, 2004	10:00 a.m.	Advisory Committee Meeting
	1:00 p.m.	Watermaster Board Meeting

The Advisory Committee Meeting Adjourned at 11:00 a.m.

Secretary: _____

Minutes Approved: _____

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CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

I. CONSENT CALENDAR

A. MINUTES

1. Watermaster Board Meeting –
April 20, 2004

Draft Minutes
CHINO BASIN WATERMASTER
BOARD MEETING
April 22, 2004

The Watermaster Board Meeting was held at the offices of the Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California, on April 22, at 1:00 p.m.

WATERMASTER BOARD MEMBERS PRESENT

Terry Catlin, Vice-Chair	Inland Empire Utilities Agency
Geoffrey Vanden Heuvel	Agricultural Pool, Dairy
Paul Hofer	Agricultural Pool, Crops
Bob Bowcock (via telephone conference call)	Vulcan Materials Company (Calmat Division)
Bill Kruger	City of Chino Hills
Donald Schroeder	Western Municipal Water District

Watermaster Staff Present

John Rossi	Chief Executive Officer
Gordon Treweek	Project Engineer
Sheri Rojo	Finance Manager
Sherri Lynne Molino	Recording Secretary

Watermaster Consultants Present

Michael Fife	Hatch & Parent
Steven L. Hoch	Hatch & Parent

Others Present

Mark Kinsey	Monte Vista Water District
Josephine Johnson	Monte Vista Water District
Dave Crosley	City of Chino
Henry Pepper	City of Pomona

The Watermaster Board Meeting was called to order by Vice-Chair Catlin at 1:05 p.m.

AGENDA - ADDITIONS/REORDER

I. CONSENT CALENDAR

A. MINUTES

1. Minutes of the Watermaster Board meeting held March 25, 2004

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of March 2004
2. Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2003 through February 29, 2004
3. Treasurer's Report of Financial Affairs for the Period January 1 through February 29, 2004
4. Profit & Loss Budget vs. Actual July 2003 through February 2004

Motion by Vanden Heuvel, second by Schroeder, and by majority vote with one abstention by Kruger and one abstention by Catlin

Moved to approve Consent Calendar Items A through B, as presented

II. BUSINESS ITEMS**A. 2004/2005 WATERMASTER BUDGET**

Mr. Rossi gave the Watermaster 2004/2005 budget presentation and highlighted the main areas on which Watermaster will be focusing. These areas include, but are not limited to, Monitoring Activities, Implementation of Recharge Improvement and Dry Year Yield Projects, Management of Subsidence and related issues, Optimization of Watermaster and Inland Empire Utilities Agency Ground & Surface Water Informational Databases, Hydraulic Control Monitoring Program, Inactive Well Protection Program, and the Water Quality Committee. Mr. Rossi noted that while the budget was up slightly there was a continuing decrease in administrative and legal counsel costs. He briefly described the new "key well" program which would allow monitoring for key wells instead of all wells, allowing for more availability for sampling. Also, mentioning the need to install hardware for injection testing to offer an enhanced understanding of levels. Mr. Rossi informed the Board he was anticipating the budget to be finalized and brought back for consideration next month.

Mr. Rossi was questioned regarding the budget for the upcoming year in taking advantage of the estimate of new yield from the recharge construction project. Mr. Rossi anticipated the 12,000 acre feet which was approved by Watermaster's new yield would go into the assessment package this fall, noting it was not in the current budget this year. Mr. Rossi commented it was off our balance sheet; in other words, the cash flow that comes in from the parties to pay Watermaster bills, from replenishment to administrative, to project implementation, which is not affected by that calculation because it is merely adding 12,000 acre feet to their available rights. It increases their rights and/or water into storage but does not change the way Watermaster bills or collects cash for our budget. It was mentioned that a pictorial or a type of report would be beneficial for the Board to see the reasonableness of the estimation that we are going to get 12,000 acre feet was noted. It was thought there was a provision in the Board action were it was adopted to go the level and it would not be started if the projects were not completed. A comment was made that the Watermaster staff needs to honestly evaluate if we have met that criteria before putting it into the budget was noted. Mr. Rossi agreed to review the language along with other resources noting his recollection of the language being that facilities would be operational and we would actually be diverting some water.

With regard to storage accounts, on the report for dry year yield existing water in storage, what is that status of the storage accounts was presented to staff. Mr. Rossi will bring back next month graphics showing storage for the appropriative pool and the non-agricultural pool, noting they are growing slightly. We have not applied any losses until 2005 according to the Peace Agreement, noting this item is being addressed at the attorney/managers meetings. Mr. Rossi stated the Peace Agreement discussed that Watermaster would apply losses starting in 2005, noting Watermaster staff will bring this topic back for discussion and approval with the engineering concepts behind it, policy issues, and ultimately how those losses should be applied. Carry over storage and supplemental storage accounts continue to grow slightly overall.

B. CONSIDER AGREEMENT WITH CITY OF UPLAND AND IEUA FOR RECHARGE PROJECT

Mr. Rossi reviewed the agreement between Chino Basin Watermaster, Inland Empire Utilities Agency and the City of Upland regarding funding and improvements for the Upland Basin along with highlighting the benefits this agreement would provide. Stating the amount of money dedicated to this project was previously budgeted to be a part of the work accomplished under the Recharge Master Plan. Mr. Rossi is forwarding this project with unanimous recommendation by the Pools and Advisory Committee to request action to move forward on the funding opportunity and authorize staff and counsel to make minor edits to the Agreement as needed. Commenting this Agreement provides up to \$750,000 dollars for facility improvements Watermaster would otherwise be doing as part of our larger project but in working with the City

of Upland recognized there would be some economy of scale if we combined our projects together. The City of Upland is now writing contracts to move forward with the large construction improvement project primarily for the purpose of having storm water detention facilities for development in that area. Again it will allow Watermaster to recharge into the basin and most importantly are two facts; 1) any water that is captured as new yield from storm water would accrue to the benefit of the Watermaster parties as does any other new yield in the basin, and 2) any water or available capacity within the basin during the non-storm months will be available for the Watermaster for recharge.

A question regarding the \$750,000 dollar amount was directed to Mr. Rossi. Mr. Rossi explained the Watermaster previously was to build, as part of our program, improvements from the College Heights Basin which is the basin immediately up stream from the Upland Basin. Basically this would be a pipeline and energy diffusion system that would allow water to come down into the Upland Basin. While the City of Upland was writing the contracts to perform improvements in the basin already, as a combined effort, we decided it would be prudent to add that work into the City of Upland's contracts and Watermaster would reimburse them for that work instead of writing a separate contract.

Motion by Vanden Heuvel, second by Kruger, and by unanimous vote

Moved to approve Agreement with the City of Upland for the recharge project and to allow staff and counsel to make minor edits as necessary

III. REPORTS/UPDATES

A. **WATERMASTER GENERAL LEGAL COUNSEL REPORT**

Counsel Fife commented there were several items to report on at this Board meeting and by way in introduction for item 4 regarding the Main San Gabriel Basin Watermaster Water Quality Litigation. Mr. Steve Hoch, an attorney from Hatch and Parent, who is actually involved in this litigation case is present and will be providing a presentation on the status of this case.

1. Attorney/Manager Meeting

Counsel Fife commented that the first meeting went well with the outcome of several formed sub-committees to tackle various issues. Counsel Fife noted the Monte Vista Water District has postponed their scheduled hearing for 60 days, confirming June 24, 2004 at 1:30 was the new date and time. This postponement transpired primarily because of the scheduled attorney/managers meetings being set in place to possibly resolve issues prior to meeting in a court setting. The signed order postponing the hearing is available on the back table for all interested parties.

2. Recharge Basin Patent

Counsel Fife commented on the recently awarded patent for furrows adjacent to ridges within recharge basins. It was noted that only the first few pages of the patent was included in the packet but at the back table the patent in its entirety was available. Counsel briefly described the patent and noted this item will be added to the ACWA Legal Affairs Committee agenda for discussion. Also commenting this will have state wide interest for all parties who recharge water.

Counsel was asked how we were approached on this situation, whether it was by a formal letter, a notice, or a phone call. Mr. Rossi commented this gentleman has been in contact with Watermaster previously in an informal manner through telephone and email inquiring whether we would be interested in his services and so forth. Counsel Fife noted when Watermaster first heard about this, some basic investigation into the patent process was done by informally contacting patent attorneys. We did clarify the patent application process is kept confidential by the patent office, not enabling any party to come in and protest their consideration of a patent application. Only once the patent is approved and issued allows access for evaluation of content.

Counsel Fife stated the Chino Basin Watermaster does not want to go into legal expenses until collaborations with patent lawyers have been accomplished. The Board will be kept apprised of any further dealings and information obtained regarding this situation.

3. Draft Pleading – Dry Year Yield Project

Counsel Fife informed the Board that the Dry Year Yield Storage Agreement between Watermaster, Three Valleys Municipal Water District, and Inland Empire Utilities Agency was approved by the Board and counsel was directed to file the Agreement with the Court for approval so that Watermaster could execute the Agreement. A draft copy of the pleading was included in the agenda package for review. Parties were asked to note comments to counsel Fife as soon as possible.

Added Legal Counsel Comments:

Counsel Fife commented that the Chino Land & Water Co. submitted their case to the Supreme Court. A copy of the petition was available on the back table for all interested parties.

4. San Gabriel Watermaster Water Quality Litigation

Counsel Fife introduced Mr. Steven Hoch from Hatch & Parent who will be giving a presentation on the South El Monte Operable Unit (SEMOU) Litigation. Counsel Hoch reviewed the history of the SEMOU litigation and provided a summary of the "Third Party Claims" which were filed on April 12, 2004. The purpose of these claims was to add Metropolitan, the water producers, and the San Gabriel Watermaster as PRPs.

Comment was noted regarding the necessity to work together to resolve the problems and to minimize the costs. A discussion ensued in relation to potential responsible parties (PRP) and water distributors. Mr. Hoch gave comments to the views of the court against water agencies being responsible. It was noted that we need to find the most efficient way to clean up these plumes and not focus on who did what. Clean up should be the main focal point. A discussion on PRPs and responsibilities on various parties took place.

The question, "Do we take any Colorado River water in the Chino Basin?" was presented to staff, for the record. Mr. Rossi answered, "At this time, we do not receive any Colorado River water and according to our records we have not for several decades". To clarify this statement, for the record, the Chino Basin has not accepted any imported Colorado River water into this Basin for many decades.

B. CEO/STAFF REPORT

1. Presentation Regarding OBMP Progress through December 31, 2003 – Water Quality Issues

No presentation was given on this item.

2. Update Regarding MZ1 Technical Group Meeting April 7, 2004

Mr. Rossi reported the budget elements of the recommendations coming from the technical group in support of the development of the long term plan which required the agreement by all the parties in dealing with the subsidence issues in Chino and Chino Hills developed a study period of 3 years. Mr. Rossi explained the details of the study. The MZ1 group is focused on what ultimately will be recommendations to Watermaster and to the parties. Noting, this group does meet on a regular basis and has received quality comments from Joe Scalmanini about the technical level of the work and how the work is progressing. Mr. Scalmanini is interested in the data we provided.

IV. INFORMATION**1. Barbara Boxer, United States Senator Letter Regarding \$300,000 Conjunctive Use Appropriation**

Mr. Rossi referred to page 109 of the packet which references the Barbara Boxer, United States Senator Letter dated March 22, 2004. This letter thanks Chino Basin Watermaster for contacting her office to express our views on the Chino Basin Conjunctive Use Project. Noting Senator Boxer is in support of the project and has contributed \$300,000 in the fiscal year 2004 for the Energy and Water Appropriations bill.

2. DWR Letter - \$15 Million Conjunctive Use Grant

Mr. Rossi recapped the April 2, 2004 letter written to Inland Empire Utilities Agency (IEUA) regarding the Proposition 13 Groundwater Storage/Recharge Program. Mr. Rossi informed the Committee that Watermaster had prepared an application for IEUA to submit for the Groundwater Storage Construction Grant on June 5, 2003. Commenting he was pleased to inform the Committee that IEUA was conditionally selected for funding. Mr. Rossi briefly reviewed the requirements that must be satisfied before DWR will sign the contract with IEUA, stating this was good news.

3. SAWCA Nomination for the 2004 Integrated Project of the Year Award

Mr. Rossi commented on the Santa Ana Watershed Coalition letter dated April 2, 2004 which was provided as a handout. Watermaster for the second year in a row is being recognized by SAWPA as having done a project worthy of their Integrated Project of the Year Award. Last year we were recognized for the OBMP Program and this year for our more comprehensive recharge program. We will ask our partners from Flood Control and the Conservation District to join us in accepting this award.

V. BOARD MEMBER COMMENTS

Comment was received on a proposed time change for the Watermaster Board meetings. Mr. Rossi informed the Board he would need to make inquiries to the Advisory Committee regarding moving their time up one hour to accommodate holding the Board meetings at 11:00 a.m. instead of 1:00 p.m. It was noted the fourth Thursday of the month was still an agreeable day for the meetings to be held.

Mr. Hofer referred to the recent Agricultural Pool meeting where at that meeting there was a concern presented regarding the plumes coming specifically from the Ontario and the Chino Airport which are moving through some of the agricultural wells, and the concern if all parties were being made aware what is happening with that situation was presented.

Mr. Rossi clarified Mr. Hofer's statement explaining some of the private wells in that area are within the plume paths and noted he was requested, at that meeting, to agendaize at the next Water Quality Committee meeting this item to be discussed in more detail.

VI. OTHER BUSINESS

No comment was made regarding this item.

VII. FUTURE MEETINGS

April 22, 2004	10:00 a.m.	Advisory Committee Meeting
	1:00 p.m.	Watermaster Board Meeting
April 28, 2004	10:00 a.m.	Attorney/Manager Meeting
May 12, 2004	2:00 p.m.	Storage & Recovery Meeting
May 13, 2004	3:00 p.m.	Appropriative & Non-Agricultural Pool Meeting
May 20, 2004	9:00 a.m.	Agricultural Pool Meeting @ IEUA
May 27, 2004	10:00 a.m.	Advisory Committee Meeting
	1:00 p.m.	Watermaster Board Meeting

The Watermaster Board Meeting Adjourned at 2:10 p.m.

Secretary: _____

Minutes Approved: _____

CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

I. CONSENT CALENDAR

B. FINANCIAL REPORTS

1. Cash Disbursements April 2004
2. Combining Schedule of Revenue, Expenses and changes in Working Capital for the Periods July 1, 2003 through February 29, 2004
3. Treasurer's Report of Financial Affairs for January 1 through February 29, 2004
4. Profit & Loss Budget vs. Actual July 2003 through February 2004



CHINO BASIN WATERMASTER

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Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

JOHN V. ROSSI
Chief Executive Officer

STAFF REPORT

DATE: May 13, 2004
May 20, 2004
May 27, 2004

TO: Committee Members
Watermaster Board Members

SUBJECT: Cash Disbursement Report – April 2004

SUMMARY

Issue – Record of cash disbursements for the month of April 2004.

Recommendation – Staff recommends the Cash Disbursements for April 2004 be received and filed as presented.

Fiscal Impact – All funds disbursed were included in the FY 2003-04 Watermaster Budget.

BACKGROUND

A monthly cash disbursement report is provided to keep all members apprised of Watermaster expenditures.

DISCUSSION

Total cash disbursements during the month of April 2004 were \$430,922.19. The most significant expenditures during the month were Wildermuth Environmental Inc. in the amount of \$108,140.38, Monte Vista Irrigation Company in the amount of \$60,668.96, and Hatch and Parent in the amount of \$52,470.66.

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CHINO BASIN WATERMASTER
Cash Disbursement Detail Report
April 2004

Type	Date	Num	Name	Amount
Apr 04				
Bill Pmt -Check	4/1/2004	8538	BLACK & VEATCH CORPORATION	-8,765.00
Bill Pmt -Check	4/1/2004	8539	BOWCOCK, ROBERT	-250.00
Bill Pmt -Check	4/1/2004	8540	CATLIN, TERRY	-125.00
Bill Pmt -Check	4/1/2004	8541	CITISTREET	-3,850.00
Bill Pmt -Check	4/1/2004	8542	DE BOOM, NATHAN	-875.00
Bill Pmt -Check	4/1/2004	8543	DURRINGTON, GLEN	-375.00
Bill Pmt -Check	4/1/2004	8544	FEENSTRA, BOB	-375.00
Bill Pmt -Check	4/1/2004	8545	INLAND EMPIRE UTILITIES AGENCY	-6,666.67
Bill Pmt -Check	4/1/2004	8546	KOOPMAN, GENE	-375.00
Bill Pmt -Check	4/1/2004	8547	KRUGER, W. C. "BILL"	-125.00
Bill Pmt -Check	4/1/2004	8548	KUHN, BOB	-375.00
Bill Pmt -Check	4/1/2004	8549	LA BRUCHERIE, RONALD	-125.00
Bill Pmt -Check	4/1/2004	8550	MWH LABORATORIES	-5,905.00
Bill Pmt -Check	4/1/2004	8551	NEUFELD, ROBERT	-375.00
Bill Pmt -Check	4/1/2004	8552	NEXTEL COMMUNICATIONS	-483.82
Bill Pmt -Check	4/1/2004	8553	OFFICE DEPOT	-473.62
Bill Pmt -Check	4/1/2004	8554	PIERSON, JEFFREY	-250.00
Bill Pmt -Check	4/1/2004	8555	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	-4,613.65
Bill Pmt -Check	4/1/2004	8556	PURCHASE POWER	-33.37
Bill Pmt -Check	4/1/2004	8557	RODRIGUEZ, DAN	-125.00
Bill Pmt -Check	4/1/2004	8558	ROSENTRATER, PHIL	-125.00
Bill Pmt -Check	4/1/2004	8559	SOUTHERN CALIFORNIA WATER COMMITTEE	-50.00
Bill Pmt -Check	4/1/2004	8560	STATE COMPENSATION INSURANCE FUND	-868.31
Bill Pmt -Check	4/1/2004	8561	STAULA, MARY L	-120.51
Bill Pmt -Check	4/1/2004	8562	TELECOM SERVICES	-242.79
Bill Pmt -Check	4/1/2004	8563	VANDEN HEUVEL, GEOFFREY	-250.00
Bill Pmt -Check	4/1/2004	8564	VELASQUEZ JANITORIAL	-900.00
Bill Pmt -Check	4/1/2004	8565	WHEELER METER MAINTENANCE	-2,700.00
Bill Pmt -Check	4/1/2004	8566	PETTY CASH	-539.38
General Journal	4/2/2004	40404	PAYROLL	-4,146.15
General Journal	4/2/2004	40404	PAYROLL	-15,931.62
General Journal	4/2/2004	40405	PAYROLL	-308.94
Bill Pmt -Check	4/6/2004	8567	Hettinga, Peter	-375.00
Bill Pmt -Check	4/6/2004	8568	HUITSING, JOHN	-500.00
Bill Pmt -Check	4/6/2004	8569	STAULA, MARY L	-16.10
Bill Pmt -Check	4/8/2004	8570	A & R TIRE	-96.10
Bill Pmt -Check	4/8/2004	8571	ACWA SERVICES CORPORATION	-104.88
Bill Pmt -Check	4/8/2004	8572	APPLIED COMPUTER TECHNOLOGIES	-2,764.60
Bill Pmt -Check	4/8/2004	8573	AWWA	-1,114.00
Bill Pmt -Check	4/8/2004	8574	IDEAL GRAPHICS	-122.84
Bill Pmt -Check	4/8/2004	8575	INLAND COUNTIES INSURANCE SERVICES, INC.	-342.22
Bill Pmt -Check	4/8/2004	8576	MATSON, JANET	-1,260.00
Bill Pmt -Check	4/8/2004	8577	MWH LABORATORIES	-2,475.00
Bill Pmt -Check	4/8/2004	8578	OFFICE DEPOT	-111.27
Bill Pmt -Check	4/8/2004	8579	PAYCHEX	-135.85
Bill Pmt -Check	4/8/2004	8580	RBM LOCK & KEY	0.00
Bill Pmt -Check	4/8/2004	8581	REID & HELLYER	-4,631.18
Bill Pmt -Check	4/8/2004	8582	RETAIL SERVICES	-265.63
Bill Pmt -Check	4/8/2004	8583	TREWEEK, GORDON	-308.94
Bill Pmt -Check	4/8/2004	8584	VERIZON	-419.34
Bill Pmt -Check	4/8/2004	8585	YUKON DISPOSAL SERVICE	-123.90
Bill Pmt -Check	4/15/2004	8586	MEDIA JIM	-180.00
General Journal	4/19/2004	40406	PAYROLL	-3,996.71
General Journal	4/19/2004	40406	PAYROLL	-15,112.52
Bill Pmt -Check	4/20/2004	8587	MCI	-900.15
Bill Pmt -Check	4/20/2004	8588	ADEX MEDICAL INC	-65.48
Bill Pmt -Check	4/20/2004	8589	BANK OF AMERICA	-2,910.45
Bill Pmt -Check	4/20/2004	8590	BLACK & VEATCH CORPORATION	-1,288.75
Bill Pmt -Check	4/20/2004	8591	CALPERS	-2,998.26
Bill Pmt -Check	4/20/2004	8592	CHAMPION NEWSPAPERS	-35.00
Bill Pmt -Check	4/20/2004	8593	CHEVRON	-375.02
Bill Pmt -Check	4/20/2004	8594	CITIZENS CONFERENCING	-92.04
Bill Pmt -Check	4/20/2004	8595	DAN VASILE	-316.18
Bill Pmt -Check	4/20/2004	8596	DEPT OF THE INTERIOR - USGS	-19,500.00
Bill Pmt -Check	4/20/2004	8597	ELLISON, SCHNEIDER & HARRIS, LLP	-19,049.36
Bill Pmt -Check	4/20/2004	8598	FIRST AMERICAN REAL ESTATE SOLUTIONS	-125.00
Bill Pmt -Check	4/20/2004	8599	HATCH AND PARENT	-52,470.66
Bill Pmt -Check	4/20/2004	8600	MWH LABORATORIES	-7,465.00
Bill Pmt -Check	4/20/2004	8601	NIAGARA BOTTLING CO	-19,751.08
Bill Pmt -Check	4/20/2004	8602	OFFICE DEPOT	-135.40
Bill Pmt -Check	4/20/2004	8603	PETTY CASH	-487.13
Bill Pmt -Check	4/20/2004	8604	PITNEY BOWES CREDIT CORPORATION	-468.72

CHINO BASIN WATERMASTER
 Cash Disbursement Detail Report
 April 2004

Type	Date	Num	Name	Amount
Bill Pmt -Check	4/20/2004	8605	RBM LOCK & KEY	-39.65
Bill Pmt -Check	4/20/2004	8606	RICOH BUSINESS SYSTEMS-Lease	-3,591.31
Bill Pmt -Check	4/20/2004	8607	SAVIN CORPORATION dba RICOH BUSINESS	-618.13
Bill Pmt -Check	4/20/2004	8608	STANDARD INSURANCE CO.	-475.59
Bill Pmt -Check	4/20/2004	8609	UNITED PARCEL SERVICE	-437.63
Bill Pmt -Check	4/20/2004	8610	VERIZON	-37.88
Bill Pmt -Check	4/20/2004	8611	WHEELER METER MAINTENANCE	-300.00
Bill Pmt -Check	4/20/2004	8612	WILDERMUTH ENVIRONMENTAL INC	-108,140.38
Check	4/22/2004	8613	MONTE VISTA IRRIGATION COMPANY	-60,668.96
Bill Pmt -Check	4/22/2004	8614	A & R TIRE	-151.04
Bill Pmt -Check	4/22/2004	8615	CONRAD & ASSOCIATES, L.L.P.	-75.00
Bill Pmt -Check	4/22/2004	8616	CUCAMONGA VALLEY WATER DISTRICT	-4,900.00
Bill Pmt -Check	4/22/2004	8617	TOGO'S	-173.80
Bill Pmt -Check	4/22/2004	8618	UNITEK TECHNOLOGY INC.	-612.02
Bill Pmt -Check	4/28/2004	8619	MEDIA JIM	-830.00
Bill Pmt -Check	4/29/2004	8620	CITISTREET	-3,006.94
Bill Pmt -Check	4/29/2004	8621	CITISTREET	-3,850.00
Bill Pmt -Check	4/29/2004	8622	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	-4,546.12
Bill Pmt -Check	4/29/2004	8623	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	-4,681.15
Bill Pmt -Check	4/29/2004	8624	ARROWHEAD MOUNTAIN SPRING WATER	-18.08
Bill Pmt -Check	4/29/2004	8625	DIRECTV	-71.98
Bill Pmt -Check	4/29/2004	8626	MWH MONTGOMERY WATSON HARZA	-4,141.49
Bill Pmt -Check	4/29/2004	8627	NEXTEL COMMUNICATIONS	-495.06
Bill Pmt -Check	4/29/2004	8628	OFFICE DEPOT	-441.56
Bill Pmt -Check	4/29/2004	8629	PARK PLACE COMPUTER SOLUTIONS, INC.	-4,004.83
Bill Pmt -Check	4/29/2004	8630	STATE WATER RESOURCES CONTROL BD	-1,000.00
Apr 04				<u>-430,922.19</u>

CHINO BASIN WATERMASTER
 COMBINING SCHEDULE OF REVENUE, EXPENSES AND CHANGES IN WORKING CAPITAL
 FOR THE
 PERIOD JULY 1, 2003 THROUGH MARCH 31, 2004

	WATERMASTER ADMINISTRATION	OPTIMUM BASIN MANAGEMENT	POOL ADMINISTRATION AND SPECIAL PROJECTS APPROPRIATIVE POOL	AGRICULTURAL POOL	NON-AGRIC. POOL	GROUNDWATER OPERATIONS GROUNDWATER REPLENISHMENT	SB222 FUNDS	EDUCATION FUNDS	GRAND TOTALS	BUDGET 2003-04
Administrative Revenues										
Administrative Assessments			4,614,056		122,460				4,736,516	\$3,940,516
Interest Revenue			47,698	5,448	2,305			30	55,481	112,025
Mutual Agency Project Revenue		169,209							169,209	0
Grant Income									-	0
Miscellaneous Income	471								471	0
Total Revenues	471	169,209	4,661,754	5,448	124,765	-	-	30	4,961,677	4,052,541
Administrative & Project Expenditures										
Watermaster Administration	613,529								613,529	617,732
Watermaster Board-Advisory Committee	32,374								32,374	43,442
Pool Administration			10,563	201,328	2,557				214,448	255,148
Optimum Basin Mgmt Administration		651,356							651,356	1,034,064
OBMP Project Costs		1,711,235							1,711,235	3,365,079
Education Funds Use								375	375	375
Mutual Agency Project Costs	41,416								41,416	85,004
Total Administrative/OBMP Expenses	687,319	2,362,591	10,563	201,328	2,557	-	-	375	3,264,733	5,400,844
Net Administrative/OBMP Income	(686,848)	(2,193,382)								
Allocate Net Admin Income To Pools	686,848		509,536	156,973	20,339				-	0
Allocate Net OBMP Income To Pools		2,193,382	1,627,153	501,280	64,949				-	0
Agricultural Expense Transfer			852,931	(852,931)					-	0
Total Expenses			3,000,183	6,650	87,845	-	-	375	3,264,733	5,400,844
Net Administrative Income			1,661,571	(1,202)	36,920			(345)	1,696,944	(1,348,303)
Other Income/(Expense)										
Replenishment Water Purchases						4,155,749			4,155,749	0
MZ1 Supplemental Water Assessments						1,585,854			1,585,854	2,189,500
Water Purchases									-	0
MZ1 Imported Water Purchase									-	(2,273,500)
Groundwater Replenishment						(458,423)			(458,423)	0
Net Other Income			-	-	-	5,283,180	-	-	5,283,180	(84,000)
Net Transfers To/(From) Reserves			1,661,571	(1,202)	36,920	5,283,180	-	(345)	6,980,124	(1,432,303)
Working Capital, July 1, 2003			2,813,947	466,069	188,310	266,503	158,251	2,532	3,895,611	
Working Capital, End Of Period			4,475,518	464,867	225,230	5,549,683	158,251	2,187	10,875,735	
02/03 Production			121,586,420	37,457,315	4,853,247				163,896,982	
02/03 Production Percentages			74.185%	22.854%	2.961%				100.000%	

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**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
MARCH 1 THROUGH MARCH 31, 2004**

DEPOSITORIES:

Cash on Hand - Petty Cash		\$		500
Bank of America				
Governmental Checking-Demand Deposits	\$		125,412	
Savings Deposits			9,623	
Zero Balance Account - Payroll			-	135,035
Local Agency Investment Fund - Sacramento				10,943,854
TOTAL CASH IN BANKS AND ON HAND				\$ 11,079,389
TOTAL CASH IN BANKS AND ON HAND	3/31/2004			
	2/29/2004			11,526,397
PERIOD INCREASE (DECREASE)				\$ (447,008)

CHANGE IN CASH POSITION DUE TO:

Decrease/(Increase) in Assets: Accounts Receivable	\$	(31,455)
Assessments Receivable		-
Prepaid Expenses, Deposits & Other Current Assets		609
(Decrease)/Increase in Liabilities: Accounts Payable		(126,602)
Accrued Payroll, Payroll Taxes & Other Current Liabilities		3,213
Transfer to/(from) Reserves		(292,773)
PERIOD INCREASE (DECREASE)	\$	(447,008)

<u>SUMMARY OF FINANCIAL TRANSACTIONS:</u>	Petty Cash	Gov'tl Checking Demand	Zero Balance Account Payroll	Savings	Local Agency Investment Funds	Totals
Balances as of 2/29/2004	\$ 500	\$ 72,426	\$ -	\$ 9,617	\$ 11,443,854	\$ 11,526,397
Deposits		281	-	6	-	287
Transfers		462,009	37,991	-	(500,000)	-
Withdrawals/Checks		(409,304)	(37,991)	-	-	(447,295)
Balances as of 3/31/2004	\$ 500	\$ 125,412	\$ -	\$ 9,623	\$ 10,943,854	\$ 11,079,389
PERIOD INCREASE OR (DECREASE)	\$ -	\$ 52,986	\$ -	\$ 6	\$ (500,000)	\$ (447,008)

**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
MARCH 1 THROUGH MARCH 31, 2004**

INVESTMENT TRANSACTIONS

Effective Date	Transaction	Depository	Activity	Redeemed	Days to Maturity	Interest Rate(*)	Maturity Yield
3/9/2004	Withdrawal	L.A.I.F.	(200,000)				
3/24/2004	Withdrawal	L.A.I.F.	\$ (300,000)				
TOTAL INVESTMENT TRANSACTIONS			\$ (500,000)	-			

* The earnings rate for L.A.I.F. is a daily variable rate; 1.47% was the effective yield rate at the Quarter ended March 31, 2004.

**INVESTMENT STATUS
March 31, 2004**

<u>Financial Institution</u>	<u>Principal Amount</u>	<u>Number of Days</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
Local Agency Investment Fund	\$ 10,943,854			
Time Certificates of Deposit	-			
TOTAL INVESTMENTS	\$ 10,943,854			

Funds on hand are sufficient to meet all foreseen and planned Administrative and project expenditures during the next six months.

All investment transactions have been executed in accordance with the criteria stated in Chino Basin Watermaster's Investment Policy.

Respectfully submitted,



Sheri M. Rojo, CPA
Finance Manager
Chino Basin Watermaster

CHINO BASIN WATERMASTER
Profit & Loss Budget vs. Actual
July 2003 through March 2004

	<u>Jul '03 - Mar 04</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
4010 · Local Agency Subsidies	169,208.96	0.00	169,208.96	100.0%
4110 · Admin Asmnts-Approp Pool	4,614,055.82	3,931,695.00	682,360.82	117.4%
4120 · Admin Asmnts-Non-Agri Pool	122,460.43	88,201.00	34,259.43	138.8%
4700 · Non Operating Revenues	55,951.87	112,025.00	-56,073.13	49.9%
Total Income	4,961,677.08	4,131,921.00	829,756.08	120.1%
Gross Profit	4,961,677.08	4,131,921.00	829,756.08	120.1%
Expense				
6010 · Salary Costs	332,187.94	385,900.00	-53,712.06	86.1%
6020 · Office Building Expense	150,095.50	108,995.00	41,100.50	137.7%
6030 · Office Supplies & Equip.	45,173.53	41,000.00	4,173.53	110.2%
6040 · Postage & Printing Costs	49,352.84	66,400.00	-17,047.16	74.3%
6050 · Information Services	87,392.08	105,750.00	-18,357.92	82.6%
6060 · Contract Services	72,751.33	121,000.00	-48,248.67	60.1%
6080 · Insurance	15,764.40	16,710.00	-945.60	94.3%
6110 · Dues and Subscriptions	8,528.10	14,500.00	-5,971.90	58.8%
6140 · Other WM Admin Expenses	1,362.33	0.00	1,362.33	100.0%
6150 · Field Supplies	535.35	4,250.00	-3,714.65	12.6%
6170 · Travel & Transportation	37,340.24	46,300.00	-8,959.76	80.6%
6190 · Conferences & Seminars	15,805.97	16,000.00	-194.03	98.8%
6200 · Advisory Comm - WM Board	11,091.10	15,071.00	-3,979.90	73.6%
6300 · Watermaster Board Expenses	21,282.55	28,371.00	-7,088.45	75.0%
8300 · Appr PI-WM & Pool Admin	10,563.35	14,471.00	-3,907.65	73.0%
8400 · Agri Pool-WM & Pool Admin	160,867.87	166,979.00	-6,111.13	96.3%
8467 · Agri-Pool Legal Services	33,810.41	51,000.00	-17,189.59	66.3%
8470 · Ag Meeting Attend -Special	6,650.00	16,000.00	-9,350.00	41.6%
8500 · Non-Ag PI-WM & Pool Admin	2,566.65	6,698.00	-4,141.35	38.2%
6500 · Education Funds Use Expens	375.00	375.00	0.00	100.0%
9500 · Allocated G&A Expenditures	-202,760.46	-309,073.00	106,312.54	65.6%
	860,726.08	916,697.00	-55,970.92	93.9%
6900 · Optimum Basin Mgmt Plan	599,824.81	942,065.00	-342,240.19	63.7%
6950 · Mutual Agency Projects	41,416.37	85,004.00	-43,587.63	48.7%
9501 · G&A Expenses Allocated-OBMP	51,530.69	91,999.00	-40,468.31	56.0%
	692,771.87	1,119,068.00	-426,296.13	61.9%
7101 · Production Monitoring	44,948.55	79,283.00	-34,334.45	56.7%
7102 · In-line Meter Installation	42,846.77	131,380.00	-88,533.23	32.6%
7103 · Grdwtr Quality Monitoring	244,844.85	274,613.00	-29,768.15	89.2%
7104 · Gdwtr Level Monitoring	83,852.59	157,852.00	-73,999.41	53.1%
7105 · Sur Wtr Qual Monitoring	60,740.90	133,595.00	-72,854.10	45.5%
7106 · Wtr Level Sensors Install	0.00	26,835.00	-26,835.00	0.0%
7107 · Ground Level Monitoring	87,194.40	202,283.00	-115,088.60	43.1%
7108 · Hydraulic Control Monitoring	190,543.47	718,227.00	-527,683.53	26.5%
7200 · PE2- Comp Recharge Pgm	118,430.87	531,434.00	-413,003.13	22.3%
7300 · PE3&5-Water Supply/Desalte	1,681.69	47,499.00	-45,817.31	3.5%
7400 · PE4- Mgmt Plan	168,384.92	187,308.00	-18,923.08	89.9%
7500 · PE6&7-CoopEfforts/SaltMgmt	53,227.87	51,820.00	1,407.87	102.7%
7600 · PE8&9-StorageMgmt/Conj Use	87,077.23	146,179.00	-59,101.77	59.6%
7690 · Recharge Improvement Debt Pymt	376,169.00	429,250.00	-53,081.00	87.6%
7700 · Inactive Well Protection Prgm	62.45	30,447.00	-30,384.55	0.2%
9502 · G&A Expenses Allocated-Projects	151,229.73	217,074.00	-65,844.27	69.7%
	1,711,235.29	3,365,079.00	-1,653,843.71	50.9%
Total Expense	3,264,733.24	5,400,844.00	-2,136,110.76	60.4%
Net Ordinary Income	1,696,943.84	-1,268,923.00	2,965,866.84	-133.7%

CHINO BASIN WATERMASTER
Profit & Loss Budget vs. Actual
July 2003 through March 2004

	<u>Jul '03 - Mar 04</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Income/Expense				
Other Income				
4231 · MZ1 Assigned Water Sales	0.00	615,000.00	-615,000.00	0.0%
4210 · Approp Pool-Replenishment	4,144,461.10	0.00	4,144,461.10	100.0%
4220 · Non-Ag Pool-Replenishment	11,288.32	0.00	11,288.32	100.0%
4230 · MZ1 Sup Wtr Assessment	<u>1,585,853.60</u>	<u>1,574,500.00</u>	<u>11,353.60</u>	<u>100.7%</u>
Total Other Income	<u>5,741,603.02</u>	<u>2,189,500.00</u>	<u>3,552,103.02</u>	<u>262.2%</u>
Other Expense				
5010 · Groundwater Replenishment	458,423.25	2,273,500.00	-1,815,076.75	20.2%
9999 · To/(From) Reserves	<u>6,980,123.61</u>	<u>-1,352,923.00</u>	<u>8,333,046.61</u>	<u>-515.9%</u>
Total Other Expense	<u>7,438,546.86</u>	<u>920,577.00</u>	<u>6,517,969.86</u>	<u>808.0%</u>
Net Other Income	<u>-1,696,943.84</u>	<u>1,268,923.00</u>	<u>-2,965,866.84</u>	<u>-133.7%</u>
Net Income	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.0%</u></u>

CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

I. CONSENT CALENDAR

C. STATUS REPORT #10

Authorize Staff and Counsel to
File Report with Court for
December 2003 to February 29,
2004



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
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JOHN V. ROSSI
Chief Executive Officer

STAFF REPORT

DATE: May 13, 2004
May 20, 2004
May 27, 2004

TO: Committee Members
Watermaster Board Members

SUBJECT: OBMP Implementation - Status Report No. 10

SUMMARY

Issue – Compliance with Court Order requiring OBMP implementation progress reports.

Recommendation – Staff recommends:

- Approval of Status Report No. 10,
- Authorize its filing with the Court, and
- Authorize staff and legal counsel to make final edits as necessary.

Fiscal Impact – None

BACKGROUND

In accordance with the September 28, 2000 Order, progress reports are due to the Court on the last day of March and September of each year. Watermaster had indicated to the Court its intention to accelerate the reporting schedule from semi-annual to quarterly due to the rapid pace of OBMP implementation. In a subsequent Order on October 17, 2002, the Court requested Watermaster provide periodic reports concerning various issues relating to the Interim Plan by the last day of June and December of each year. These reporting items are included within Watermaster's regular quarterly reports.

DISCUSSION

The reporting period for Status Report No. 10 is December 31, 2003 to February 29, 2004. It utilizes the same format previously filed as a baseline from which to update the Court. The attached draft report outlines the progress and status of Watermaster programs and projects.

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Chino Basin Watermaster Status Report No. 10

(Covering December 2003 through February 2004)



March 2004

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OPTIMUM BASIN MANAGEMENT PROGRAM

In its Order of September 28, 2000, extending the term of the nine member Watermaster Board, the Court ordered Watermaster to provide semiannual reports regarding the progress of OBMP implementation. In Status Report Number 4, filed with the Court on September 30, 2002, Watermaster notified the Court that Watermaster intended to accelerate voluntarily the reporting schedule because of the rapid pace of OBMP implementation. By a subsequent Order of October 17, 2002, the Court added additional reporting items to the quarterly report.

This Status Report Number 10 is filed pursuant to this revised schedule and reports on the period from December 1, 2003 to February 29, 2004.

PROGRAM ELEMENT 1 – DEVELOP AND IMPLEMENT COMPREHENSIVE MONITORING PROGRAM

Groundwater-Level Monitoring

BACK-
GROUND

Watermaster had three active groundwater-level monitoring programs operating in the Chino Basin – a semiannual Basinwide program, a monthly program associated with the Chino I and Chino II Desalter well fields, and an intensive groundwater level monitoring program associated with land surface subsidence (see Land Surface Monitoring below) in Management Zone 1 (MZ1).

Back
Ground

The final round of the semiannual program began in October 2003 and was completed in November 2003, and consisted of measuring the water levels in approximately 490 active agricultural wells on a twice per year basis. In conjunction with the semiannual program, Watermaster staff collected groundwater level data at about 240 wells around the Chino I and Chino II Desalter well fields on a twice per month basis. Similarly, Watermaster consultants collected groundwater level data at about 40 wells in the southern portion of MZ1. Data were collected manually at MZ1 wells on a once per month basis, and automatically using pressure transducers on a once per 15 minutes basis.

THIS
PERIOD

In the last quarter, Watermaster staff completed their analysis of hydrogeology, well construction, and existing groundwater level data to develop sampling frequencies for the active agriculture wells and for key wells used in support of the Hydraulic Control Monitoring Program (HCMP), the Chino I/II Desalter development, and the MZ1 land subsidence monitoring. As a result of this review, Watermaster this quarter implemented a simplified groundwater level monitoring program consisting of two elements:

- Manually recording groundwater levels in 330 active agricultural wells on a twice per year frequency
- Recording groundwater levels in 120 key wells used to support the HCMP, MZ1 Subsidence, and Chino I/II Desalter programs on a once per month frequency.



Virtually continuous monitoring can be obtained in those 35 wells outfitted with automated pressure transducers.

Groundwater-Quality Monitoring

BACK-GROUND

Prioritizing Wells to Serve Multiple Purposes. The wells chosen for the 2003-04 water quality monitoring program are located primarily between Interstate 60 and the Santa Ana River (SAR). Selected wells from the 2003-04 monitoring program are being preserved to demonstrate hydraulic control in the southern portion of Chino Basin. (See the Cooperative Effort to Determine State of Hydraulic Control discussion in Program Elements 6 and 7.)

Extensive Range of Substances Being Tested

ON-GOING

- All groundwater samples are analyzed for general mineral and general physical parameters.
- Wells within or near the two Volatile Organic Compound (VOC) plumes south of the Ontario and Chino Airports are being analyzed for VOCs, in addition to the usual parameters.
- All wells are being analyzed for perchlorate because of its widespread occurrence in the 1999-2001 sampling program, and the concerns expressed by appropriators because of the cost of ion exchange treatment.

THIS PERIOD

Revised Sampling Program of Selected Private Wells. During this quarter, Watermaster implemented a simplified water quality sampling program in which approximately 110 private "key wells" are sampled bi-annually (i.e. once every two years) in the Southern Zone. The wells are distributed geographically to give thorough aerial coverage. In addition, Watermaster participates in a cooperative monitoring program described in the Maximum Benefit Implementation Plan. For example, Watermaster obtains data every six months from the Department of Health Services (DHS) for 114 wells pumped by municipal water agencies; and from the Department of Toxic Substance Control (DTSC) and the Regional Water Quality Control Board (RWQCB) for wells pumped in accordance with Cleanup and Abatement Orders (CAO).

TO COME

Watermaster is in the process of transferring the water quality database from its consultants to in-house storage. This process will also entail obtaining water quality data directly from the Appropriator Pool members, thereby enhancing the quality and timeliness of the Watermaster's database.

Groundwater-Production Monitoring

BACK-GROUND

Monitoring of Agricultural Production Wells. Initially production monitoring involved the installation of meters on wells operated by members of the Agricultural Pool. As of the end of this period, Watermaster counted about 517 active agricultural wells and equipped 401 of these wells with operating meters. The other 116 wells have or will become inactive within 18-24 months because of urban development in the south Chino area.



ON
GOING

All Producing Wells Are Monitored Quarterly. Watermaster staff reads the newly installed and/or rehabilitated meters on the agricultural wells quarterly. A flow estimating method appropriate to the Chino Basin area is used to measure production at agricultural wells that do not have meters.

TO
COME

Need For Water Use/Disposal Form To Be Reviewed. The OBMP Implementation Plan includes a provision that requires the agricultural producers to submit a water use/disposal form describing the sources of water used by each producer and how that water is disposed of after each use. Filling out the water use and disposal form and reporting the results have not been implemented, because much of the information is being collected already as elements of other monitoring activities and analyses. In the March 23, 2004 meeting, Watermaster will initiate discussions of the need for this form with the Water Quality Committee.

Surface-Water Monitoring

BACK-
GROUND

Measure Water Quality and Water Levels In Recharge Basins. Watermaster conducts a surface water monitoring program to measure the water quality of water in recharge basins and the water levels in some of these basins. The purpose of this program is to estimate the volume and quality of recharge. This information will be used in subsequent years to estimate the safe yield of the Basin and for other management purposes.

ON
GOING

Currently, Watermaster monitors the water quality in 20 distinct basins: Upland, DeClez, Etiwanda Spreading Grounds, Victoria, Hickory, Lower Day Lower, Banana, Ely 1, Ely 3, Wineville, San Sevaine 1, San Sevaine 5, Turner 1, Princeton, Montclair 1, Montclair 2, Montclair 3, Montclair 4, Brooks, and Grove. Generally, the water quality samples are taken after storm events, i.e., during the period from November 1 through March 30; however, monitoring of nuisance flows also occurs. Each basin is sampled 3-5 times each year.

THIS
PERIOD

Immediately following the staff storm events of December 26-28, 2003; February 1-2, 2004; and February 18-23, 2004, Watermaster staff sampled the storm water captured in thirteen of the twenty basins.

BACK-
GROUND

Surface Water Monitoring for Santa Ana River Began In June 2003. One of the goals of the OBMP is to maximize Chino Basin yield. A key component in maximizing yield is to minimize groundwater discharge into the SAR and, in some reaches of the River, to increase recharge from the SAR into the Chino Basin. Watermaster developed a surface water monitoring program for the SAR that, in conjunction with Watermaster groundwater monitoring programs, is used to characterize those reaches of the River that are gaining water from the Basin, and to determine if significant discharge of Chino Basin groundwater to the SAR is occurring. A conceptual monitoring plan involving Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), the RWQCB, and Watermaster was finalized. These agencies determined that the conceptual monitoring plan was adequate and developed a detailed work plan to implement a surface water and groundwater monitoring program. The work plan was completed in June 2003, and year round water quality sampling and flow monitoring in the SAR have begun.

BACK-
GROUND

During the summer, Watermaster consultants worked with U.S. Geological Survey (USGS) staff to conduct stream gauge measurements at four stations on the SAR: Van



Buren, Etiwanda, Hamner, and River Road, and at eight tributary locations. Watermaster also obtained discharge data from permanent USGS and OCWD stream gauge locations on the SAR, and from privately owned treatment works (POTW's) which discharge into SAR. Flow and water quality data were recorded on a biweekly basis.

THIS PERIOD

Watermaster now measures the SAR flow and selected water quality parameters as key elements of the HCMP. Watermaster collects water quality samples and measures flow at the four Santa Ana River stations, plus another eight locations on tributaries, on a bi-weekly basis from January through December. In addition, Watermaster obtains discharge data from permanent USGS and OCWD stream gauge locations on the SAR and its tributaries. Discharges from POTWs are also quantified.

Land-Surface Monitoring

BACK-GROUND

Multifaceted Approach. Watermaster staff developed a multifaceted land surface monitoring program to develop data for a long term management plan for land subsidence in Management Zone 1 (MZ1). The monitoring program consists of three main elements:

1. An aquifer system monitoring facility is located in the southern portion of MZ1, an area that has experienced concentrated and differential land subsidence and ground fissuring. A major component of the aquifer system monitoring facility is a cluster of multiple depth piezometers that measure water level and pressure changes at 11 different depths. Another major component is a dual borehole extensometer that measures deformation within the aquifer system at deep and shallow levels. Together, the two components correlate the hydraulic and mechanical responses of the aquifer system to different aquifer stresses, such as pumping at wells.
2. Synthetic aperture radar interferometry (InSAR) will measure land surface deformation across the entire Chino Basin.
3. Benchmark surveys along selected profiles of the Chino Basin. The benchmark surveys (1) establish a datum from which to measure future land surface deformation, (2) "ground-truth" the InSAR data, (3) allow determination of historical subsidence at any historical benchmarks that can be recovered, and (4) evaluate the effectiveness of the long term management plan.

THIS PERIOD

Depth Specific Data. Permanent transducers and data logging equipment are recording depth specific groundwater level data at the Ayala Park piezometers. Transducers also are recording groundwater level data at wells owned by the cities of Chino and Chino Hills, during "on/off" pumping cycles at active production wells. The California Institution for Men (CIM) and Watermaster signed an access agreement that allows groundwater level and production monitoring at CIM wells. Six monitoring wells on CIM property are instrumented with transducers and are collecting groundwater level data. Six nearby production wells are also instrumented, thereby completing the monitoring network at wells surrounding Ayala Park.

Observations from Water Level Data. The following observations can be made from analysis of all water level data from the piezometers and from the surrounding wells:



- The two shallowest piezometers (PA-10 and PA-11) have a separate and distinct water level response to nearby pumping, as compared to the deeper piezometers, confirming the existence of distinct shallow and deep aquifer systems.
- Pumping at surrounding wells, screened in both the shallow and deep aquifer systems, have lowered water levels in all piezometers – particularly in piezometers PA-7 (438-448 ft-bgs) and PB-6 (502-522 ft-bgs). These two piezometers are exhibiting a typical response to pumping within a confined aquifer system.

THIS PERIOD

Comprehensive Pumping Tests. During the October-November 2003 period, Watermaster consultants, with the assistance of the cities of Chino Hills and Chino, CA conducted aquifer stress tests (pumping tests) while monitoring water levels and groundwater production at nearby monitoring wells, production wells, and the Ayala Park piezometers. In addition, during the pumping test, the dual extensometer measured elastic/inelastic compaction of the aquifer system. Data from these aquifer stress tests are currently being analyzed.

THIS PERIOD

InSAR. Watermaster staff has initiated contact with Vexcel Corporation of Boulder, CO to conduct the InSAR element of the Interim Monitoring Program. An initial meeting was held on September 4, 2003, with Vexcel to define the scope of work. Vexcel is generating a cost estimate and schedule for consideration by the MZ1 Technical Committee.

THIS PERIOD

Benchmark Evaluation, Via GPS. During this reporting period, the elevation (ft-msl) was established at the starting benchmark at the extensometer from remote NGS (National Geodetic Survey) published NGVD-29 or NAVD-88 datum control monuments. AE performed this work by occupying several NGS vertical control stations in stable locations with GPS receivers, as well as at the starting benchmark. The established elevation at the starting benchmark is accurate to within two or three centimeters, which then becomes the basis for future monitoring events. A side product from this GPS survey is the very good horizontal position for the starting benchmark in NAD-83 LAT/LON or UTM coordinates. The established horizontal position at the starting benchmark was the basis for the September, 2003 horizontal displacement monitoring event across the fissure zone.

A key element of the MZ-1 benchmark network is the array of closely spaced benchmarks that have been established across the historic fissure zone in the immediate vicinity of the Ayala Park extensometers (Ayala Park array). At this array, located along Edison and Eucalyptus Avenues, the IMP work plan calls for the semiannual measuring of both vertical and horizontal displacements. These horizontal and vertical displacements are expected to define two dimensional profiles of land surface deformation that can be related to the vertical distribution of aquifer system compaction and expansion that is being recorded continuously at the extensometers. For the reasons stated in the above paragraph, Watermaster conducts these surveys on a semi annually basis during the late spring and early fall (periods of highest and lowest water levels).

Well Construction, Abandonment, and Destruction Monitoring

BACK-GROUND

Watermaster staff monitors the condition of wells on a regular basis. Wells that may be improperly abandoned/destroyed are reported to Riverside and San Bernardino Counties as they are discovered.



Watermaster staff inspected 150 suspect wells during a 2002-03 field inspection and determined that 113 of these wells were properly abandoned and 37 wells would require some modification to meet the standard for a properly abandoned well. A well repair/abandonment program was prepared and approved by Watermaster. Watermaster continues to develop a wellhead protection program and makes recommendations on closure of abandoned wells.

ON
GOING

Field repair began in September 2003, with completion in six months. Riverside and San Bernardino Counties will be advised of the results. Ongoing land development will require continued well abandonment activity by Watermaster.

**PROGRAM ELEMENT 2 –
DEVELOP AND IMPLEMENT COMPREHENSIVE RECHARGE PROGRAM**

A centerpiece of the OBMP is enhancement of the Basin recharge capacity, so that high quality storm water and available recycled water can be retained in the Basin.

Recharge Facilities Improvement Project (Seven Bid Packages)

Bid Package No. 1—Reconfiguration of Banana, College Heights, Lower Day, RP3 and Turner Basins

Completed

Bid Package No. 1, which included major earthwork at Banana, College Heights, Lower Day, RP-3, and Turner Basins, was awarded to LTE Excavating on March 24, 2003. Work was scheduled for completion by November 15, 2003, but was delayed while awaiting delivery of sluice gates and their actuator assemblies. At the end of this quarter, work on this Bid Package was complete, and a final "punch list" of corrections was prepared.

Bid Package No. 2 – Basin Improvements (3 ea), Drop Inlets (4 ea), and Rubber Dams (4 ea)

BACK-
GROUND

Bid Package No. 2 consists of construction of the drop inlet structures for Brooks Street Basin, Turner Basin; and Victoria Basin; rubber dams for College Heights/Upland Basins, Turner No.1 Basin, Lower Day Basin, and RP-3 Basin; and various improvements at DeClez Basin, Ely Basin, and 8th Street Basin. This package was awarded to Banshee Construction with work beginning on July 16, 2003. The contract required that work in the storm channels be completed by October 15, 2003 and that the rubber dams be operational by December 31, 2003. Work on this contract was scheduled to be completed by March 15, 2004; however rain delays have slowed completion of excavation and soil cement berms.

ON
GOING

Work in the flood control channels was completed in accordance with the schedule, and work is underway towards making the rubber dams operational. A delay occurred as a result of electrical change orders, but that issue has been resolved. The goal is to complete work by March 15, 2004 except for the excavation (8th Street) and soil cement berms (DeClez and Ely Basins) which are rain delayed.



THIS
PERIOD

Bid Package No. 3 – Jurupa Basin to RP-3 Force Main

Bid Package No. 3 involves construction of approximately 11,000 linear feet of 36 inch CML&C force main between Jurupa Basin and RP-3 Basin. The force main will be used to convey storm water, imported water, and recycled water between the pump station at Jurupa Basin and the RP-3 Basin. This package was awarded to W. A. Rasic Construction Company with work beginning on August 6, 2003. The Contractor anticipates a construction period of 10 ½ months with completion of the pipeline in June 2004.

THIS
PERIOD

Bid Package No. 4 – Jurupa Basin to RP-3 Pump Station

Bid Package No. 4 consists of construction of the Jurupa Pump Station, 100 feet of 48 inch pipeline, and 400 feet of 36 inch CML&C steal force minimum. The package was awarded to LT Engineering with work beginning on February 19, 2004. The Contractor anticipates a contraction period of 9 ½ months with completion in November 2004.

THIS
PERIOD

Bid Package No. 5 – SCADA System

This bid package includes the SCADA system and electrical improvements at all the basins. The 100 percent design was submitted, reviewed, and sent out for bid in January 2004. Because of the poor response, the package was rebid in February 2004, and was awarded to Denboer Engineering on February 24, 2004.

THIS
PERIOD

Bid Package No. 6 – MWD Turnout Design

This bid package covers the construction of three MWD turnouts: 11TB and 15T on the Rialto Pipeline, and new turnout 211+ 47 on the Etiwanda Pipeline near San Sevaine Channel. MWD provided various drawings, specifications, and other information needed to complete the three designs. This package was awarded to Griffith Construction with work beginning on February 4, 2004. The contractor anticipates a construction period of five months with completion in June 2004.

TO
COME

Bid Package No. 7 – Priority, Funding and Scope of Misc. Projects

This bid package will complete miscellaneous projects not included in the previous bid packages. Among the projects being considered for this bid package are:

- Habitat Mitigation Area at RP-3
- Upland Basin Improvements
- Victoria Basin Improvements
- Hickory Rubber Dam, Pump Station and Force Main
- Miscellaneous Projects



The various projects will be prioritized and those that offer the greatest benefits to groundwater recharge will be included in the bid package depending on available funding after construction of the other six bid packages. The scope of work is currently under development. Bid Package No. 7 is expected to be awarded by second quarter 2004.

THIS PERIOD

Groundwater Recharge Coordinating Committee (GRCC)

The GRCC met monthly to monitor and coordinate the Recharge Facilities Improvement Project, focusing on design issues, construction management, and operations manuals. Watermaster's FY2003-04 budget provides \$440,000 for current operation and maintenance activities.

In addition to design review, the GRCC has initiated work on individual operations and maintenance plans for all the recharge basins, as well as obtaining regulatory agency approvals and permits.

BACK-GROUND

Santa Ana River Fully Appropriated Stream (FAS) Petition and Application

Watermaster's Santa Ana River Application to Appropriate, which was filed by Watermaster in trust for the Parties to the Judgment, is reported under Program Element 2. This is because the water referenced under Watermaster's Application is seasonal storm flow that has been and will be recharged pursuant to this Program Element.

On May 20, 2003, the SWRCB provided formal notice to all the participants in the Santa Ana River process of protests that have been filed to the various applications. A 30-day period was provided for responses to the protests.

ON GOING

The U.S. Forest Service, U.S. Fish and Wildlife Service (FWS), Eastern Valley Water District (EVWD), and the Cucamonga Valley Water District (CVWD) have protested Watermaster's Application. As previously reported, the Forest Service has informally agreed to withdraw its protest. FWS has general concerns about the impacts of various diversion schemes on the fish and wildlife in the Santa Ana River. EVWD has questioned whether there is water available in the Santa Ana River for appropriation, while CVWD requests recognition of its pre-1914 water rights.

**PROGRAM ELEMENT 3 –
DEVELOP AND IMPLEMENT WATER SUPPLY PLAN FOR THE IMPAIRED AREAS OF
THE BASIN; AND**

**PROGRAM ELEMENT 5 –
DEVELOP AND IMPLEMENT REGIONAL SUPPLEMENTAL WATER PROGRAM**

These program elements focus on the shift of production in the southern end of the Basin away from agricultural uses and toward urban uses. Without the OBMP, this land use conversion would result in a decrease in production in the southern end of the Basin, ultimately leading to rising water levels. If groundwater levels in the southern end of the Basin rise too high, then water may "spill" out of the Basin into



the Santa Ana River. Such uncontrolled spillage caps the overall Safe Yield of the Basin. The Basin can be managed to avoid this possibility.

Directly tied to the threat of rising water levels in the southern area is the diminished desire of appropriators in the southern end of the Basin to pump water because of impaired water quality. The ability to compensate for the loss of agricultural production with increased appropriative production is inhibited because of these water quality concerns. Appropriative production in this area therefore requires water treatment, an issue addressed through the construction of desalter facilities.

The Chino I/II Desalters

BACK-
GROUND

The Chino I Desalter was originally constructed by SAWPA to provide 8.1 million gallons per day (MGD) of product water using reverse osmosis treatment. The project also included extraction wells, raw water pipeline, and product water pipelines and pump stations.

THIS
PERIOD

Chino I Expansion/Chino II Desalter. This expansion includes the construction of an additional 4.9 MGD of parallel treatment capacity (nitrate removal via ion exchange) at Chino I and 10 MGD of similar ion exchange at the Chino II Desalter. Because of bid discrepancies and high costs, the designs for both facilities were modified and re-bid a second time. The new bids are due in March 2004, with construction completion in January 2005.

ON
GOING

Chino I Desalter Other Improvements. Other facilities either under design or construction include three new extraction wells (construction completed), a raw water pipeline (design completed), a Chino Hills pump station and product water pipeline (construction underway), and a volatile organic compound (VOC) treatment system (design completed) ahead of the ion exchange treatment.

ON
GOING

Chino II Desalter Other improvements. Other facilities either under design or construction include nine new extraction wells (five under construction, four wells in design), two raw water pipelines (design phase), two product water pipelines (one under construction, one in design), and site improvements (construction underway).

Pending acceptance of the revised designs in March 2004, the projects underway to expand the Chino I/II Desalters should be completed by February 2005.

PROGRAM ELEMENT 4 – DEVELOP AND IMPLEMENT COMPREHENSIVE GROUNDWATER MANAGEMENT PLAN FOR MANAGEMENT ZONE 1

Program Element 4 details the steps undertaken by Watermaster to reduce or abate subsidence and fissuring in Management Zone 1.



THIS
PERIOD

The MZ1 Technical Committee Meeting – January 14, 2004. Committee representatives were informed of the status of the various efforts to implement the monitoring program (see Land Surface Monitoring section of Program Element 1), and were briefed on the results of the aquifer stress test begun on October 1, 2003. The meeting focused on the GPS survey of the extensometer location, the Associated Engineers (AE) semi annual survey of the Ayala Park benchmarks, the Vexcel cost estimate and schedule for the InSAR studies, and the extensometer results from the Comprehensive Pumping Test.

The elevation of the starting benchmark at the extensometer was established by Associated Engineers (AE) through the use of GPS receivers, and from there established the horizontal and vertical position of 24 monuments in the area of greatest subsidence. AE will continue to perform and report on their semi-annual survey of the 24 monuments. These horizontal and vertical displacements will provide two dimensional profiles of land surface deformation then can be related to the vertical distribution of aquifer system compaction and expansion recorded by the extensometers.

Vexcel provided a cost estimate and schedule for a decade (1992-2002) of InSAR data. As a "proof of concept", Watermaster directed that Vexcel analyze the data for a single year (1993) and provide the information prior to contracting for a full decade of analysis.

Data from the extensometer from July 15, 2003 through December 15, 2003 were presented; and appeared to show excellent correlation with piezometric data from PA-7. A stress-strain diagram was developed for the drawdown (July 15-Nov 1, 2003) and recovery (after Nov, 2003) periods. The pump test appears to show elastic compaction, but complete results will not be available until July 15, 2004. Data from piezometer B recording at a depth of 500-1200' logs, are sporadically irregular, and our concern centers on possible leaking joints which allow water from the well column to leak out into the gravel layers at shallower elevations. Suggestions for correcting the situation will be presented at the next MZ1 Technical Group Meeting on March 10, 2004.

Voluntary Forbearance. The City of Chino and the City of Chino Hills submitted certifications documenting their respective voluntary participation in forbearance of groundwater production. Through the end of February 2004, the City of Chino submitted documentation of pumping reductions of 859 acre-feet toward its forbearance goal of 1,500 acre-feet for 2003/2004. The City of Chino Hills submitted documentation of forbearance of 667 acre-feet through January 2004.

Agency	Forbearance through February 2004	Forbearance Goal 2003/2004
City Of Chino	859 acre-feet	1,500 acre-feet
City Of Chino Hills	667 acre-feet	1,500 acre-feet

TO
COME

Pending Legal Actions Regarding Subsidence. In its October 17, 2002 Order, the Court ordered Watermaster to keep the Court apprised of any legal actions that could question the Court's jurisdiction over subsidence. Watermaster is not aware at this time of any such actions. The hearing regarding the City of Chino's Paragraph 15 Motion concerning subsidence was continued by the court until September, 2004.



**PROGRAM ELEMENT 6 –
DEVELOP AND IMPLEMENT COOPERATIVE PROGRAMS WITH THE REGIONAL
WATER QUALITY CONTROL BOARD, SANTA ANA REGION (REGIONAL BOARD)
AND OTHER AGENCIES TO IMPROVE BASIN MANAGEMENT; AND**

**PROGRAM ELEMENT 7 –
DEVELOP AND IMPLEMENT SALT MANAGEMENT PROGRAM**

The "water quality committee" as envisioned in the OBMP Implementation Plan has been formally constituted. Since the development of the OBMP, Watermaster has worked closely with the Regional Water Quality Control Board, the Department of Toxic Substances Control, and others to define water quality challenges and to refine the water quality management criteria in the Chino Basin. Watermaster continues to review water quality conditions in the Basin and to consider future water quality management activities beyond the Chino Basin desalting program.

BACK-
GROUND

Water Quality Management. In response to the results of RWQCB and Watermaster's groundwater quality monitoring programs (Program Element 1) Watermaster has refined its water quality monitoring to focus on the following key areas:

- Watermaster is identifying and characterizing water quality anomalies, such as the VOC anomaly north of the Chino I Desalter well field. Status Reports on each of the anomalies are being developed by Watermaster and are presented to the Water Quality Committee for their review.
- Watermaster staff continues to participate in the process of developing TMDLs for Reach 3 of the Santa Ana River and other water bodies in the lower Chino Basin. No progress has been made during the last quarter because of the State budget crisis and the staffing issues at the RWQCB.
- Watermaster staff is coordinating with the RWQCB with regard to monitoring surface water quality and with the DTSC to develop a monitoring program to track perchlorate in groundwater in the Fontana area.

Water Quality Committee Meeting February 5, 2004.

Because of widespread concern, Watermaster arranged for R. Rhodes Trussell, PhD, to make a detailed presentation on the status of perchlorate regulation and the proven means for perchlorate removal. Dr. Trussell discussed the health effects of perchlorate; the EPA, DHS, and National Academy of Sciences (NAS) efforts to set a perchlorate action level; and current applications of ion exchange for perchlorate removal. Research in possible treatment methods was discussed.



Watermaster consultants received the results of the EDR query of state and federal databases to identify known users and dischargers of potentially hazardous chemicals in the following GW basins: Chino, Claremont, Pomona, Spadra, Cucamonga, Rialto, and a portion of Riverside. The huge database is currently being integrated into the CBWM GIS system. Preliminary results were presented for perchlorate sources; with our computer model being used to demonstrate how the perchlorate sources could contribute to known perchlorate hot spots/plumes.

Watermaster staff located and partially rehabilitated two particularly valuable monitoring wells for the Kaiser plume; MP2 and KOFS. MP2 was located, secured with a new vault, and prepared for sampling by removing the existing pumps and sample piping. KOFS was located and secured.

Watermaster staff prepared a cost estimate of \$25,000 to assist the RWQCB in preparing Cleanup and Abatement Orders (CAO) for PRPs at the Ontario Airport. Expenditure of the funds has been approved by the respective Pools and the Watermaster Board.

In October 2003, Tetra Tech produced their "Draft Groundwater Assessment Report for the Chino Airport," which summarized their analytical results from the first quarterly groundwater monitoring of the VOC plume immediately southwest of the airport property. In their report, Tetra Tech attributed the observed VOC levels to an offsite source to the west of the airport, possibly the California Institute for Men (CIM). Their data interpretation was biased by the lack of historical water level and water quality data, which would have greatly helped in interpretation. At a meeting with Tetra Tech and the SBC Department of Airports in January 2004, Watermaster agreed to provide historical water level data, historical groundwater flow data, and groundwater quality data to the extent their release would not violate confidentiality agreements.

In subsequent Agricultural Pool and Water Quality Committee meetings, the Watermaster has attempted to develop a sanitized version of the water quality data that will protect the confidentiality of the private well owners, while at the same time making these data useful to investigators such as Tetra Tech. Watermaster staff is currently proposing that well identification numbers be replaced with a sequential listing (1,2,3, etc.) that in turn will be plotted on a map scale suitable for providing regional guidance as to contaminant plumes, but imprecise enough for identification with a particular property owner. The sequential numbers will be associated with their respective well construction data, water quality data, and water elevation data.

Watermaster and Regional Board Propose TDS and Nitrogen Objectives to Promote Maximum Benefit of Waters Available to the Chino Basin

Watermaster staff has been working with the Total Dissolved Solids/ Nitrogen Task Force to revise the subbasin boundaries, and the TDS and N objectives for the Chino Basin to promote maximum beneficial use of waters in the Basin (as opposed to the Regional

BACK-
GROUND



Board's current, more rigid anti-degradation based objectives). The maximum beneficial use approach will increase water supplies and lower costs over time while meeting water quality requirements. In December 2002, Watermaster proposed specific sub-basin boundaries, and N and TDS objectives for the Chino Basin to the RWQCB at a workshop regarding the Basin Plan update. The TDS/N Task Force and the RWQCB have reacted favorably to the Watermaster proposal and have incorporated Watermaster recommendations in the TDS/Nitrogen Basin Plan Amendment dated November 21, 2003.

THIS
PERIOD

The Basin Plan Amendment incorporating the sub-basin boundaries and maximum beneficial use concept was adopted by the RWQCB on January 24, 2004, (RWQCB Basin Plan Amendment, Attachment to Resolution No. R8-2004-001). Watermaster staff immediately developed and submitted surface water and groundwater monitoring programs to the RWQCB on February 21, 2004. These monitoring programs will measure the progress of CBWM and IEUA in achieving the "maximum benefit" goal for TDS/TIN in the Chino and Cucamonga Basins.

BACK-
GROUND

Cooperative Effort to Determine State of Hydraulic Control. One outstanding issue regarding the Basin Plan changes is to develop a monitoring plan to evaluate the state of hydraulic control in the southern end of the Basin. Hydraulic control is one tool that can be used to maximize the safe yield of the Basin. Watermaster staff developed a monitoring program for OBMP purposes and described this effort in the Initial State of the Basin report (October 2002). The execution of this monitoring program is included in Program Element 1. Watermaster is collaborating with OCWD and IEUA in an investigation to select existing wells and to site new multi-piezometer wells that will be used to monitor and assess the state of hydraulic control

In addition to being a core element of the OBMP, hydraulic control is a requirement of the Basin Plan Amendment. Watermaster, OCWD, and RWQCB staffs developed a monitoring program to assess the state of hydraulic control and to provide information to Watermaster to manage future production and recharge. The initial phase of the monitoring program began in June 2003. This program will change over time as new information is developed and will last for several years. The coordination and review of the hydraulic control monitoring data and the development of management programs to maintain hydraulic control have been added to Program Elements 6 and 7.

Watermaster and IEUA have committed to the construction of nine new multi-piezometer wells during fiscal year 2004-05. Watermaster filed an application for \$250,000 from the Local Groundwater Assistance Fund, sponsored by the California Department of Water Resources (DWR). Watermaster received notice that the DWR will award the full \$250,000 to Watermaster. This funding will support construction of two piezometric monitoring wells that, in addition to some existing wells, would be used for monitoring and assessing the state of hydraulic control. In addition to the DWR funding, IEUA and Watermaster have secured \$270,000 from the U.S. Bureau of Reclamation for two new monitoring wells for the hydraulic control monitoring program.

THIS
PERIOD

During the period, Watermaster and IEUA prepared plans and specifications for the new multi-piezometer monitoring wells; and began the site selection process for the first six wells (Phase 1). In addition, these agencies prepared and signed an "Agreement for Cooperative Efforts in Support of the Hydraulic Control Monitoring Program."



TO
COME

During the 4th Quarter of 2003-2004, Watermaster/IEUA will obtain final approval by OCWD and RWQCB for the Phase 1 well sites, perform site acquisition, prepared bid documents, and select a driller for the first six wells. Concurrently, planning will be underway for the final three wells (Phase 2).

Salt Budget Tool Was Used To Establish TDS Objectives

BACK-
GROUND

Watermaster has developed a salt budget tool to estimate the current and future salt loads to the Basin and the salt benefits of the OBMP. This tool was used to establish TDS objectives for the northern part of the Basin based on maximum beneficial use of water available to the region. These projections were based on the water supply plan in the Implementation Plan and include alternative recycled water and State Project water recharge scenarios.

THIS
PERIOD

Watermaster consultants prepared a letter report (February 20, 2004) describing the salt budget and the Chino Basin Maximum Benefit Commitment. The commitments require Watermaster and IEUA to take specific actions triggered by ambient water quality and other time-certain conditions. An implementation schedule is specified, with the RWQCB responsible for overseeing compliance.

PROGRAM ELEMENT 8 – DEVELOP AND IMPLEMENT GROUNDWATER STORAGE MANAGEMENT PROGRAM; AND

PROGRAM ELEMENT 9 – DEVELOP AND IMPLEMENT STORAGE AND RECOVERY PROGRAM

This section summarizes the work accomplished to date and the work planned over the next few months for the Chino Basin Dry Year Yield (DYY) and Storage and Recovery Programs. The DYY Program is a conjunctive use program between the Metropolitan Water District of Southern California (MWDSC) and several Basin appropriators, which would develop a maximum of 100,000 acre-feet of storage. These Programs also explore the potential for using up to 500,000 acre-feet of storage capacity.

BACK-
GROUND

Completed Preliminary Design Report. The first draft of the DYY Preliminary Design Report was completed in July 2003 and submitted to Watermaster. The DYY Program documentation is organized into four volumes: Volumes I and II, prepared by Black & Veatch, comprise the Preliminary Design Report (PDR). Volume I describes the background information and design objectives of the Program, while Volume II describes the facilities to be designed to help the agencies meet their shift obligation. Volume III presents the groundwater modeling report developed by Wildermuth Environmental, Inc., and Volume IV contains the CEQA Findings of Consistency environmental documentation prepared by Tom Dodson and Associates.



ON
GOING

DYY Shift Obligation. Participants in the DYY Program will be required to reduce (shift) their imported water usage by a predetermined amount during a dry year. Each participating agency will have a specific shift obligation that, when added together, will provide MWDSC with 33,000 acre-feet of dry year yield. The shift obligations were determined through meetings and correspondence among IEUA, Watermaster, Black & Veatch, and representatives from each participating agency.

The nine participating agencies are as follows:

• City of Chino	• Monte Vista Water District (MVWD)
• City of Chino Hills	• City of Ontario
• Cucamonga Valley Water District (CVWD)	• City of Pomona
• Fontana Water Company (FWC)	• City of Upland
• Jurupa Community Services District (JCSD)	

Facility Requirements and Site Selection. A preliminary screening of potential sites identified the most feasible locations for the DYY Program facilities. The information was presented to the agencies and a final selection was made. The Program facilities consist of five new ion exchange (IX) facilities, expansion of two existing IX facilities, construction of seven new non-water quality impaired wells, and two new perchlorate wellhead treatment facilities. The new wellhead IX facilities would contribute approximately 18,000 acre-feet of dry year yield, while the new well facilities would contribute approximately 15,000 acre-feet of additional yield. The total capital cost for the facilities is estimated to be \$38 million. MWDSC will contribute approximately \$27 million. The Groundwater Storage Program Funding Agreement between MWDSC, IEUA, Three Valleys Municipal Water District (TVMWD), and Watermaster was signed in July 2003.

ON
GOING

Final Design of PDR Facilities. The designs for the facilities outlined in the PDR are either under way, completed, or will commence shortly. All design documents are scheduled to be completed by September 2004.

ON
GOING

Final Approval of DYY Storage Account. Pursuant to Article X of Watermaster's Rules and Regulations, IEUA submitted an Application to enter into a Storage and Recovery Program Storage Agreement. This Application was approved unanimously by all Pools and received unanimous approval from the Advisory Committee and Board on October 23, 2003. Watermaster and IEUA are currently developing a storage agreement pursuant to the Application and expect to process that agreement through the Watermaster approval process in March 2004. The agreement will then be submitted to the Court for approval. Prior to this approval Metropolitan is utilizing its existing Trust Storage Account with the intention of transferring its water stored in the Trust Account into the DYY account upon approval of the Storage Agreement.

BACK-
GROUND

Groundwater Modeling. The new Chino Basin groundwater model was completed and the draft modeling report was submitted to Watermaster in July 2003. In addition to evaluating the effects of the DYY program on the Basin, the model was used to:



- Develop draft future replenishment and wet water recharge criteria based on requirements described in the Section 7.1b of the Watermaster Rules and Regulations regarding the balance of recharge and discharge. (See Wildermuth, Analysis of Supplemental Water Recharge Pursuant to the Peace Agreement. To be filed with the Court.)
- Evaluate the cumulative effects of transfers among the Parties as described in Section 9.3 of the Watermaster Rules and Regulations. (See Wildermuth, Evaluation of the Cumulative Effects of Transfers Pursuant to the Peace Agreement. To be filed with the Court.)
- Describe pumping patterns in Management Zone 1 that will not reduce piezometric levels below current conditions.

These management criteria were incorporated into the DYY program. The results of this work were presented to the Pool Committees, Advisory Committee, and the Watermaster Board in June and August 2003, and the final report was submitted in September 2003.

BACK-
GROUND

Engineering Review and Determination of the Operational Storage Requirement and Safe Storage. The Operational Storage Requirement was defined in the Peace Agreement as part of the storage in the Chino Basin "necessary to maintain the safe yield" of the Basin (Peace Agreement, Exhibit B – Implementation Plan, page 37). Safe storage is the maximum storage in the Basin that can occur without significant water quality and high groundwater related problems. The draft results of this work were presented to the Pool Committees, Advisory Committee, and the Watermaster Board in August 2003.

ON-
GOING

Other Uses of the Groundwater Model in the OBMP Implementation. The groundwater model is also being used to assess the balance between recharge and discharge throughout the Basin, operational storage requirements and safe storage, and the cumulative physical impacts of transfers. Draft results from this work were submitted to Pool Committees, Advisory Committee, and the Watermaster Board, starting in April 2003.

CONCLUSION

THIS
PERIOD

This has been an active reporting period for Watermaster, with major activities on a number of issues:

- Construction on Bid Packages 1 and 2 of the Recharge Facilities Improvement Project progressed in accordance with the construction schedule. Imported water recharge should begin in the new basins in the 4th Quarter FY 2003-04.



- The GW level and quality monitoring programs have been reorganized to better support new initiatives, such as MZ1, HCMP, and Desalter Expansion. Actual field sampling and laboratory analysis are transitioning to the new monitoring program.
- Updated status reports were developed for Chino Basin plumes at Kaiser, GE Flat Iron, GE Test Cell, Ontario Airport and Chino Airport. An initial evaluation of potential perchlorate sources and plumes was undertaken based on an EDR database.
- Data from the Ayala Park Extensometer indicated elastic compaction during the fall 2003 pumping test. New test protocols are being developed for FY2004-05.

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CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

I. CONSENT CALENDAR

D. WATER TRANSACTIONS

1. From So. Calif. Water Co. to Fontana Water Company – 2000 Acre Feet
2. From West Valley Water District to Monte Vista Water District – 650 Acre Feet
3. From City of Pomona to Fontana Water Company – 500 Acre Feet

CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

March 31, 2004

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **March 17, 2004**

Date of this notice: **March 31, 2004**

Please take notice that the following Application has been received by Watermaster:

- A. Notice of Sale or Transfer – Fontana Water Company has agreed to purchase from the Southern California Water Company water in storage in the amount of 2000 acre-feet.

This *Application* will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool:	April 8, 2004
Non-Agricultural Pool:	April 8, 2004
Agricultural Pool:	April 20, 2004

This *Application* will be scheduled for consideration by the Advisory Committee *no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days* after the last pool committee reviews it.

After consideration by the Advisory Committee, the *Application* will be considered by the Board.

Unless the *Application* is amended, parties to the Judgment may file *Contests* to the *Application* with Watermaster *within seven calendar days* of when the last pool committee considers it. Any *Contest* must be in writing and state the basis of the *Contest*.

Watermaster address:

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Fax: (909) 484-3890

CHINO BASIN WATERMASTER

NOTICE OF TRANSFER OF WATER

Notification Dated: March 31, 2004

A party to the Judgment has submitted a proposed transfer of water for Watermaster approval. Unless contrary evidence is presented to Watermaster that overcomes the rebuttable presumption provided in Section 5.3(b)(iii) of the Peace Agreement, Watermaster must find that there is "no material physical injury" and approve the transfer. Watermaster staff is not aware of any evidence to suggest that this transfer would cause material physical injury and hereby provides this notice to advise interested persons that this transfer will come before the Watermaster Board on or after 30 days from the date of this notice. The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process (comes before Watermaster).

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CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: (909) 484.3888 Fax: (909) 484-3890 www.cbwm.org

JOHN V. ROSSI
Chief Executive Officer

DATE: March 31, 2004
TO: Watermaster Interested Parties
SUBJECT: Summary and Analysis of Application for Water Transaction

Summary -

There does not appear to be a potential material physical injury to a party or to the basin from the proposed transaction as presented.

Issue -

- Notice of Sale or Transfer – Fontana Water Company has agreed to purchase from Southern California Water Company water in storage in the amount of 2000 acre-feet.

Recommendation –

1. Continue monitoring as planned in the Optimum Basin Management Program.
2. Use all new or revised information when analyzing the hydrologic balance and report to Watermaster if a potential for material physical injury is discovered, and
3. Approve the transactions as presented.

Fiscal Impact –

- None
- Reduces assessments under the 85/15 rule
- Reduce desalter replenishment costs

Background

The Court approved the Peace Agreement, the Implementation Plan and the goals and objectives identified in the OBMP Phase I Report on July 13, 2000, and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge or transfer water, as well as for applications for credits or reimbursements and storage and recovery programs.

Where there is no material physical injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a party to the Judgment, there is a rebuttable presumption that most of the transactions do not result in Material Physical Injury to a party to the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

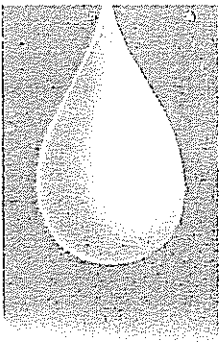
The following application for water transaction is attached with the notice of application.

- Notice of Sale or Transfer – Fontana Water Company has agreed to purchase from Southern California Water Company water in storage in the amount of 2000 acre-feet.

Notice of the water transaction identified above was mailed on March 31, 2004 along with the materials submitted by the requestors.

DISCUSSION

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analyses conducted by Wildermuth Environmental pursuant to the Peace Agreement and the Rules & Regulations. There is no indication additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, continued measurement of water levels and the installation of extensometers are planned. Based on no real change in the available data, we cannot conclude that the proposed water transaction will cause material physical injury to a party or to the Basin.



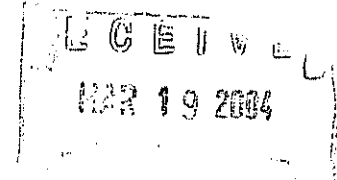
FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

8440 NUEVO AVENUE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

March 17, 2004

Mr. John Rossi, Chief Executive Officer
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, California 91730



Subject: Purchase of Water in Storage
Chino Basin-Fiscal Year 2003/2004

Dear John:

Please take notice that Fontana Water Company ("Company") has agreed to purchase from Southern California Water Company water in storage in the amount of 2000 acre-feet to satisfy a portion of the Company's anticipated Chino Basin replenishment obligation for Fiscal Year 2003/2004.

Enclosed are fully executed Chino Basin Watermaster Forms No. 3 and 4, along with the Company's Recapture Plan for consideration by Watermaster. Please agendize this proposed transfer at the earliest possible opportunity.

If you should have any question, or require additional information concerning this matter, please call me.

Very truly yours,

Michael J. McGraw
General Manager

MJM:bf
Enclosures

FONTANA WATER COMPANY
Recapture Plan

The subject water is a transfer of stored groundwater from Southern California Water Company to Fontana Water Company (FWC) of 2,000 acre-feet to satisfy a portion of FWC's replenishment obligation for FY 2003/2004. Recapture of the stored water is accomplished by the production of any or all of the 15 wells owned and operated by FWC within Management Zone 3 of the Chino Groundwater Basin. The approximate daily production capacity of these wells is as follows:

<u>Well</u>	<u>Production</u> <u>Acre-Feet/Day</u>
F23A	-
F21A	-
F37A	-
F7A	-
F22A	-
F24A	-
F26A	-
F31A	-
F2A	-
F30A	-
F44A	-
F44B	-
F44C	-
F17B	-
F17C	-
Daily Total	126.2

The attached map shows the location of these wells within FWC's service area. Prior to 1992, water produced from the majority of these wells was pumped within Management Zone 3 by Fontana Union Water Company with safe yield rights in the Chino Groundwater Basin. However, as a result of a bankruptcy settlement agreement dated February 7, 1992 all of Fontana Union's Chino Groundwater Basin water, including overlying (agricultural) pool reallocation, is annually transferred to Cucamonga Valley Water District's storage account. A separate agreement between Cucamonga Valley Water District and FWC provides for Cucamonga Valley Water District to sell to FWC, Chino Basin stored water to cover a portion of FWC's production. Pursuant to the same 1992 bankruptcy settlement agreement, Fontana Water Company acquired Fontana Union's water production wells and continues to produce water from Management Zone 3, in the same manner and for the same purpose as had been done prior to 1992.

APPLICATION FOR
SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE

TRANSFER FROM LOCAL STORAGE AGREEMENT # _____

Southern California Water Company

March 3, 2004

Name of Party

Date Requested

Date Approved

401 S. San Dimas Canyon Road

2,000 Acre-feet

_____ Acre-feet

Street Address

Amount Requested

Amount Approved

San Dimas

CA

91773

City

State

Zip Code

Telephone: (909) 592-4271

Facsimile: (909) 592-6690

Jim Gallagher
Jim Gallagher, Vice President-Customer Service
Southern California Water Company

TRANSFER TO:

Fontana Water Company

Attach Recapture Form 4

Name of Party

8440 Nuevo Avenue

Street Address

Fontana

CA

92335

City

State

Zip Code

Telephone: (909) 822-2201

Facsimile: (909) 823-5046

Have any other transfers been approved by Watermaster
between these parties covering the same fiscal year? Yes [] No [X]

WATER QUALITY AND WATER LEVELS

What is the existing water quality and what are the existing water levels in the areas that are likely to be affected?

Recapture by Fontana Water Company is accomplished by pumping of 15 wells-static water levels vary from 375' to 684'.

Of the wells routinely pumped, nitrate levels vary from a low of 8 mg/l to a high of 33 mg/l.

MATERIAL PHYSICAL INJURY

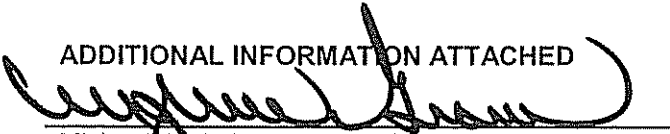
Is the Applicant aware of any Material Physical Injury to a party to the judgment or the Basin that
may be caused by the action covered by the application? Yes [] No [X]

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the
action does not result in Material Physical Injury to a party to the Judgment or the Basin?

N/A

ADDITIONAL INFORMATION ATTACHED

Yes [] No [X]



Michael J. McGraw, General Manager
Fontana Water Company

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____ Agreement # _____

**APPLICATION OR AMENDMENT TO APPLICATION
TO
RECAPTURE WATER IN STORAGE**

APPLICANT

<u>Fontana Water Company</u>			<u>March 3, 2004</u>	
Name of Party			Date Requested	Date Approved
<u>8440 Nuevo Avenue</u>			<u>2,000</u> Acre-feet	<u> </u> Acre-feet
Street Address			Amount Requested	Amount Approved
<u>Fontana</u>	<u>CA</u>	<u>92335</u>	<u>Varies</u>	<u>July 1, 2003-June 30, 2004</u>
City	State	Zip Code	Projected Rate of Recapture	Projected Duration of Recapture
Telephone: <u>(909) 822-2201</u>			Facsimile: <u>(909) 823-5046</u>	

IS THIS AN AMENDMENT TO A PREVIOUSLY APPROVED APPLICATION? [] YES [X] NO
IF YES, ATTACH APPLICATION TO BE AMENDED

IDENTITY OF PERSON THAT STORED THE WATER: Southern California Water Company

PURPOSE OF RECAPTURE

- [] Pump when other sources of supply are curtailed
- [X] Pump to meet current or future demand over and above production right
- [] Pump as necessary to stabilize future assessment amounts
- [] Other, explain _____

METHOD OF RECAPTURE (if by other than pumping) (e.g. exchange)

N/A

PLACE OF USE OF WATER TO BE RECAPTURED

Within Fontana Water Company's service area (see attached map)

Management Zone 3

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES).

N/A

WATER QUALITY AND WATER LEVELS

What is the existing water quality and what are the existing water levels in the areas that are likely to be affected?

Recapture by Fontana Water Company is accomplished by pumping of 15 wells-static water levels vary from 375' to 684'.

Of the wells routinely pumped, nitrate levels vary from a low of 8 mg/l to a high of 33 mg/l.

MATERIAL PHYSICAL INJURY

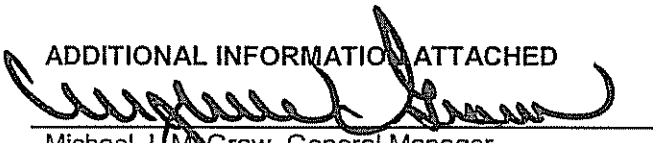
Is the Applicant aware of any Material Physical Injury to a party to the judgment or the Basin that may be caused by the action covered by the application? Yes [] No [X]

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

N/A

ADDITIONAL INFORMATION ATTACHED

Yes [] No [X]



Michael J. McGraw, General Manager
Fontana Water Company

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

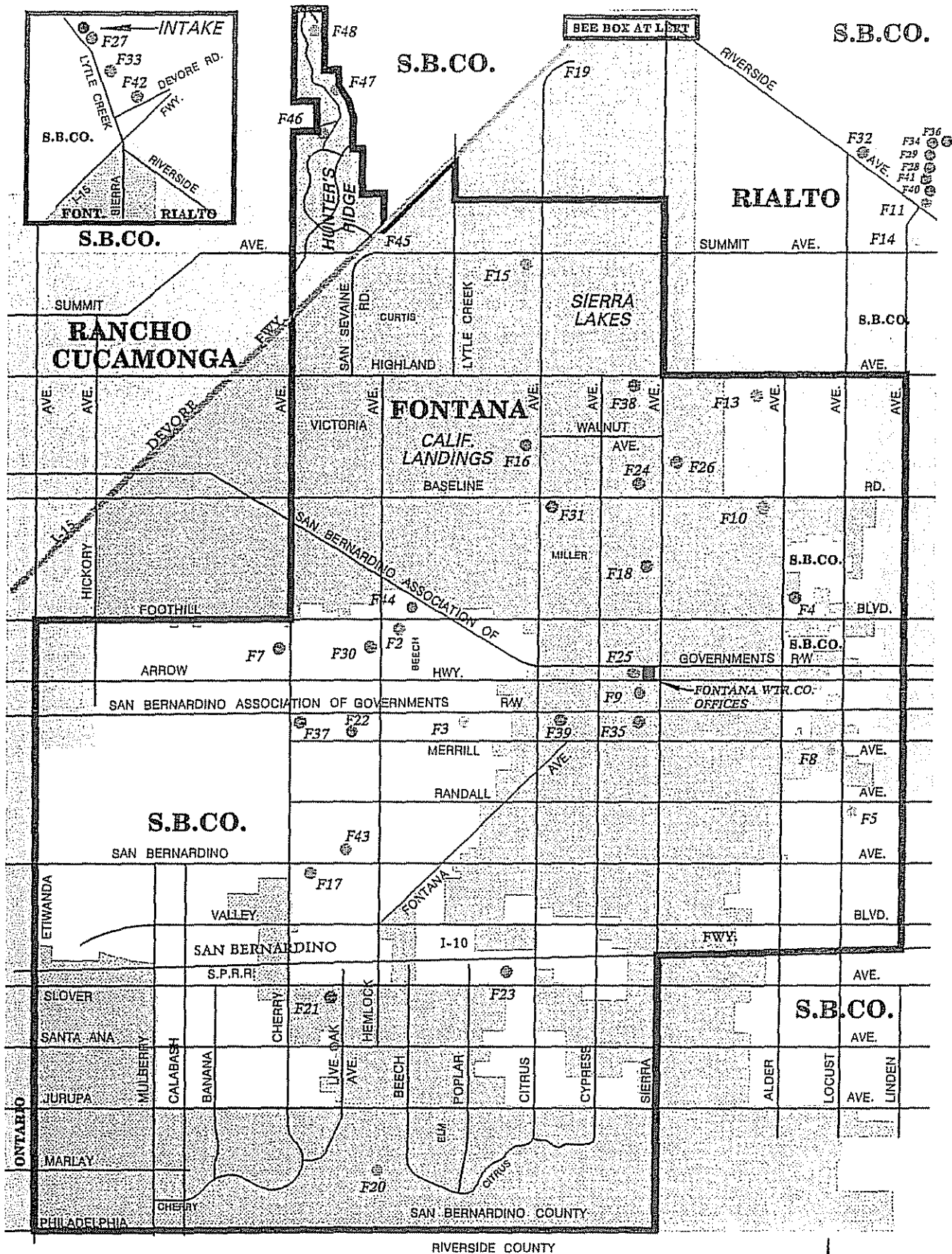
DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____ Agreement # _____

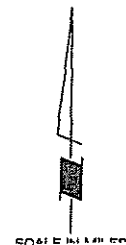


LEGEND

- - WELL
- ⊙ - WELL & BOOSTERS
- ⊕ - BOOSTERS
- ⊕ - WELL, BOOSTERS & RESERVOIR
- ⊕ - TREATMENT FACILITY
- ⊕ - RESERVOIR - P.R. VALVE
- ⊕ - BOOSTERS & RESERVOIR
- ⊕ - AFTERBAY
- ⊕ - INTAKES

FONTANA WATER COMPANY

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CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

March 31, 2004

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: February 27, 2004 Date of this notice: March 31, 2004

Please take notice that the following Application has been received by Watermaster:

- A. Notice of Sale or Transfer – Monte Vista Water District has agreed to purchase from the West Valley Water District a portion of the District's water in storage in the amount of 650 acre-feet.

This *Application* will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool:	April 8, 2004
Non-Agricultural Pool:	April 8, 2004
Agricultural Pool:	April 20, 2004

This *Application* will be scheduled for consideration by the Advisory Committee *no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days* after the last pool committee reviews it.

After consideration by the Advisory Committee, the *Application* will be considered by the Board.

Unless the *Application* is amended, parties to the Judgment may file *Contests* to the *Application* with Watermaster *within seven calendar days* of when the last pool committee considers it. Any *Contest* must be in writing and state the basis of the *Contest*.

Watermaster address:

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Fax: (909) 484-3890

CHINO BASIN WATERMASTER

NOTICE OF TRANSFER OF WATER

Notification Dated: March 31, 2004

A party to the Judgment has submitted a proposed transfer of water for Watermaster approval. Unless contrary evidence is presented to Watermaster that overcomes the rebuttable presumption provided in Section 5.3(b)(iii) of the Peace Agreement, Watermaster must find that there is "no material physical injury" and approve the transfer. Watermaster staff is not aware of any evidence to suggest that this transfer would cause material physical injury and hereby provides this notice to advise interested persons that this transfer will come before the Watermaster Board on or after 30 days from the date of this notice. The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process (comes before Watermaster).

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CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: (909) 484.3888 Fax: (909) 484-3890 www.cbwm.org

JOHN V. ROSSI
Chief Executive Officer

DATE: March 30, 2004
TO: Watermaster Interested Parties
SUBJECT: Summary and Analysis of Application for Water Transaction

Summary -

There does not appear to be a potential material physical injury to a party or to the basin from the proposed transaction as presented.

Issue -

- Notice of Sale or Transfer – Monte Vista Water District has agreed to purchase from the West Valley Water District a portion of the District's water in storage in the amount of 650 acre-feet.

Recommendation –

1. Continue monitoring as planned in the Optimum Basin Management Program.
2. Use all new or revised information when analyzing the hydrologic balance and report to Watermaster if a potential for material physical injury is discovered, and
3. Approve the transaction with a contingency that the water may not be utilized until Watermaster approves a recapture plan. If Monte Vista Water District later wishes to recapture the water from storage, it will be required to submit a Form 4, Application or Amendment to Application to Recapture Water in Storage, at which time Material Physical Injury will be evaluated.

Fiscal Impact –

- None
- Reduces assessments under the 85/15 rule
- Reduce desalter replenishment costs

Background

The Court approved the Peace Agreement, the Implementation Plan and the goals and objectives identified in the OBMP Phase I Report on July 13, 2000, and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge or transfer water, as well as for applications for credits or reimbursements and storage and recovery programs.

Where there is no material physical injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a party to the Judgment, there is a rebuttable presumption that most of the transactions do not result in Material Physical Injury to a party to the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The following application for water transaction is attached with the notice of application.

- Notice of Sale or Transfer – Monte Vista Water District has agreed to purchase from the West Valley Water District a portion of the District's water in storage in the amount of 650 acre-feet.

Notice of the water transaction identified above was mailed on March 30, 2004 along with the materials submitted by the requestors.

DISCUSSION

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analyses conducted by Wildermuth Environmental pursuant to the Peace Agreement and the Rules & Regulations. There is no indication additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, continued measurement of water levels and the installation of extensometers are planned. Based on no real change in the available data, we cannot conclude that the proposed water transaction will cause Material Physical Injury to a party or to the Basin.

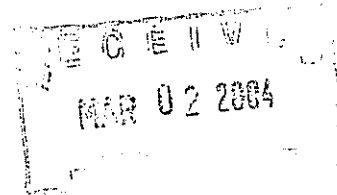
Because Monte Vista Water District did not submit a Form 4, Application or amendment to Application to Recapture Water in Storage, it is assumed that it does not have any current plans to recapture the water. If Monte Vista Water District later decides it wishes to recapture the water from storage, it will need to submit a Form 4. If and when the Form 4 is submitted, Watermaster will evaluate for potential Material Physical Injury.

Monte Vista

Dedicated to Quality,

Service and Innovation

February 27, 2004



Mark N. Kinsey
GENERAL MANAGER

Mr. John Rossi, Chief Executive Officer
CHINO BASIN WATERMASTER
9641 San Bernardino Road
Rancho Cucamonga, California 91730

Purchase of Water in Storage: Fiscal Year 2003-04

Dear Mr. Rossi:

Please take notice that the Monte Vista Water District has agreed to purchase from the West Valley Water District a portion of the District's water in storage in the amount of 650 acre-feet. Water purchased through this transaction is to be placed in Monte Vista Water District's Local Storage Account with Watermaster.

This water will be held in storage by the District for possible future production, participation in the storage and recovery program, or for potential resale/exchange with other Basin producers.

Attached is an executed application for sale or transfer of right to produce water from storage for consideration by Watermaster. Please agendize the proposed purchase at the earliest possible opportunity.

If you have any questions or require additional information concerning this matter, please call me at 624-0035, extension 170. Thank you.

Sincerely,

Monte Vista Water District

Mark N. Kinsey
General Manager

Attachments

cc: Anthony Araiza, West Valley Water District

Water District

10575 Central Avenue, Post Office Box 71 • Montclair, California 91763 • (909) 624-0035 • FAX (909) 624-4725

Robb D. Quincey
PRESIDENT

Sandra S. Rose
VICE PRESIDENT

Josephine M. Johnson
DIRECTOR

Maynard B. Lenhert
DIRECTOR

Tony Lopez
DIRECTOR

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**APPLICATION FOR SALE OR TRANSFER
OF RIGHT TO PRODUCE WATER FROM STORAGE**

Transfer from Local Storage Agreement: **25**

Date Requested: **February 26, 2004**

Transferring Party: **West Valley Water District**

Date Approved:

Address: **855 West Base Line
Post Office Box 920
Rialto, California 92377-0920**

Amount Requested (AF): **650**

Telephone: **(909) 875-1804**

Amount Approved (AF):

Fax: **(909) 875-7284**

Applicant: **Anthony W. Araiza, General Manager**

Receiving Party: **Monte Vista Water District**

Address: **10575 Central Avenue
Montclair, California 91763**

Telephone: **(909) 624-0035**

Fax: **(909) 624-0037**

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year? Yes No

Water Quality and Water Levels:

What is the existing water quality and what are the existing water levels in the areas that are likely to be affected?

N/A

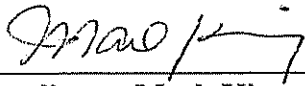
Material Physical Injury:

Is the applicant aware of any potential material physical injury to a part to the Judgment or the Basin that may be caused by the action covered by the application? Yes No

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in material physical injury to a part to the Judgment or the Basin?

N/A

Additional information attached? Yes No



Applicant: Mark Kinsey, General Manager

To be completed by Watermaster:

Date of approval from Non-Agricultural Pool:

Date of approval from Agricultural Pool:

Date of approval from Appropriative Pool:

Hearing date, if any:

Date of Advisory Committee approval:

Date of Board approval:

Agreement Number:



855 West Base Line, P.O. Box 920
Rialto, California 92377-0920
Phone (909) 875-1804

Board of Directors

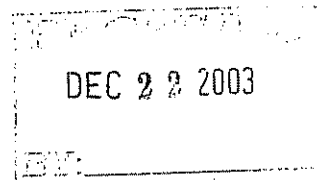
Alan G. Dyer
President
Earl Tillman, Jr.
Vice President
Betty J. Gosney
Donald D. Olinger
Dwight A. Young

Administrative Staff

Anthony W. Araiza
General Manager-Secretary
Leon Long
Assistant General Manager
Patricia A. Lundin
Treasurer-Office Manager
Betty L. Getz
Administrative Secretary

Fax (909) 875-7284 Administration
Fax (909) 875-1361 Engineering

December 19, 2003



Mr. Mark Kinsey, General Manager
Monte Vista Water District
P. O. Box 71
Montclair, CA 92763

Dear Mark:

This letter is to inform you that on December 18, 2003, the Board of Directors of the West Valley Water District met and took under consideration your request for 650 acre-feet annually over the next two years of stored Chino Basin water.

After some discussion, my Board of Directors approved your request and if you will make the arrangements with the Chino Basin Watermaster, I will be happy to see your check in the mail.

Have a nice holiday and I will talk to you right after the first of the year.

Yours truly,

WEST VALLEY WATER DISTRICT

Anthony W. Araiza
General Manager

AWA:blg

Monte Vista

Dedicated to Quality, Service and Innovation

Mark N. Kinsey
GENERAL MANAGER

December 11, 2003

Butch Araiza, General Manager-Secretary
West Valley Water District
Post Office Box 920
Rialto, California 92377

Subject: Purchase of Stored Water in the Chino Basin

Dear Butch:

The purpose of this letter is to confirm our recent discussion regarding Monte Vista's interest in purchasing water from the West Valley Water District. As we discussed, the District would like to purchase 650 acre-feet annually from your agency, for a two year period beginning with the current 2003/04 fiscal year at rate of \$210 per acre-foot.

Water purchased by the District would be placed in our local storage account in the Chino Basin and held for future possible use. Payment by the District will be made within 30 days after receipt of an invoice and Wastermaster approval of the transfer. If you have any questions, please feel free to call me at (909) 624-3812. Thank you.

Respectfully,

Monte Vista Water District



Mark Kinsey
General Manager

cc: Board of Directors, MVWD
Curtis Yakimow, MVWD

Water District

10575 Central Avenue, Post Office Box 71 • Montclair, California, 91763 • (909) 624-0035 • FAX (909) 624-4725

CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

March 31, 2004

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: March 16, 2004

Date of this notice: March 31, 2004

Please take notice that the following Application has been received by Watermaster:

- A. Notice of Sale or Transfer – Fontana Water Company has agreed to purchase from the City of Pomona water in storage and/or annual production right in the amount of 500 acre-feet.

This *Application* will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool:	April 8, 2004
Non-Agricultural Pool:	April 8, 2004
Agricultural Pool:	April 20, 2004

This *Application* will be scheduled for consideration by the Advisory Committee *no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days* after the last pool committee reviews it.

After consideration by the Advisory Committee, the *Application* will be considered by the Board.

Unless the *Application* is amended, parties to the Judgment may file *Contests* to the *Application* with Watermaster *within seven calendar days* of when the last pool committee considers it. Any *Contest* must be in writing and state the basis of the *Contest*.

Watermaster address:

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Fax: (909) 484-3890

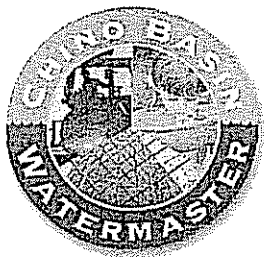
CHINO BASIN WATERMASTER

NOTICE OF TRANSFER OF WATER

Notification Dated: March 31, 2004

A party to the Judgment has submitted a proposed transfer of water for Watermaster approval. Unless contrary evidence is presented to Watermaster that overcomes the rebuttable presumption provided in Section 5.3(b)(iii) of the Peace Agreement, Watermaster must find that there is "no material physical injury" and approve the transfer. Watermaster staff is not aware of any evidence to suggest that this transfer would cause material physical injury and hereby provides this notice to advise interested persons that this transfer will come before the Watermaster Board on or after 30 days from the date of this notice. The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process (comes before Watermaster).

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CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: (909) 484.3888 Fax: (909) 484-3890 www.cbwm.org

JOHN V. ROSSI
Chief Executive Officer

DATE: March 31, 2004
TO: Watermaster Interested Parties
SUBJECT: Summary and Analysis of Application for Water Transaction

Summary -

There does not appear to be a potential material physical injury to a party or to the basin from the proposed transaction as presented.

Issue -

- Notice of Sale or Transfer – Fontana Water Company has agreed to purchase from the City of Pomona water in storage and/or annual production right in the amount of 500 acre-feet.

Recommendation –

1. Continue monitoring as planned in the Optimum Basin Management Program.
2. Use all new or revised information when analyzing the hydrologic balance and report to Watermaster if a potential for material physical injury is discovered, and
3. Approve the transactions as presented.

Fiscal Impact –

- None
- Reduces assessments under the 85/15 rule
- Reduce desalter replenishment costs

Background

The Court approved the Peace Agreement, the Implementation Plan and the goals and objectives identified in the OBMP Phase I Report on July 13, 2000, and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge or transfer water, as well as for applications for credits or reimbursements and storage and recovery programs.

Where there is no material physical injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a party to the Judgment, there is a rebuttable presumption that most of the transactions do not result in Material Physical Injury to a party to the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

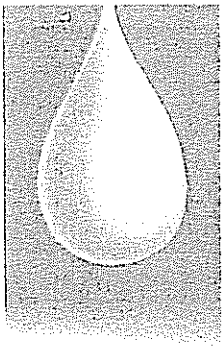
The following application for water transaction is attached with the notice of application.

- Notice of Sale or Transfer – Fontana Water Company has agreed to purchase from the City of Pomona water in storage and/or annual production right in the amount of 500 acre-feet.

Notice of the water transaction identified above was mailed on March 31, 2004 along with the materials submitted by the requestors.

DISCUSSION

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analyses conducted by Wildermuth Environmental pursuant to the Peace Agreement and the Rules & Regulations. There is no indication additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, continued measurement of water levels and the installation of extensometers are planned. Based on no real change in the available data, we cannot conclude that the proposed water transaction will cause material physical injury to a party or to the Basin.

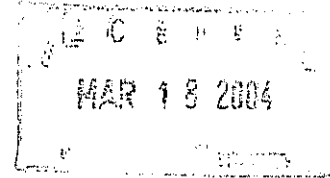


FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

2440 NUEVO AVENUE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

March 16, 2004



Mr. John Rossi, Chief Executive Officer
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, California 91730

Subject: Purchase of Water in Storage and/or Annual Production Right
Chino Basin-Fiscal Year 2003/2004

Dear John:

Please take notice that Fontana Water Company ("Company") has agreed to purchase from the City of Pomona water in storage and/or annual production right in the amount of 500 acre-feet to satisfy a portion of the Company's anticipated Chino Basin replenishment obligation for Fiscal Year 2003/2004.

Enclosed are fully executed Chino Basin Watermaster Forms No. 3, 4 and 5, along with the Company's Recapture Plan for consideration by Watermaster. Please agendize this proposed transfer at the earliest possible opportunity.

If you should have any question, or require additional information concerning this matter, please call me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. McGraw".

Michael J. McGraw
General Manager

MJM:bf
Enclosures

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APPLICATION FOR SALE OR TRANSFER OR RIGHT TO PRODUCE WATER FROM STORAGE

TRANSFER FROM LOCAL STORAGE AGREEMENT # _____

City of Pomona
Name of Party

March 11, 2004
Date Requested

Date Approved

505 So. Garvey Avenue
Street Address

500 Acre-feet
Amount Requested

Amount Approved

Pomona CA 91769
City State Zip Code

Telephone: (909) 620-2283

Facsimile: (909) 620-2030

Henry Pepper, Utility Services Director
City of Pomona

TRANSFER TO:

Fontana Water Company
Name of Party

Attach Recapture Form 4

8440 Nuevo Avenue
Street Address

Fontana CA 92335
City State Zip Code

Telephone: (909) 822-2201

Facsimile: (909) 823-5046

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year? Yes [] No [X]

WATER QUALITY AND WATER LEVELS

What is the existing water quality and what are the existing water levels in the areas that are likely to be affected?

Recapture by Fontana Water Company is accomplished by pumping of 15 wells-static water levels vary from 375' to 684'.
Of the wells routinely pumped, nitrate levels vary from a low of 8 mg/l to a high of 33 mg/l.

MATERIAL PHYSICAL INJURY

Is the Applicant aware of any Material Physical Injury to a party to the judgment or the Basin that may be caused by the action covered by the application? Yes [] No [X]

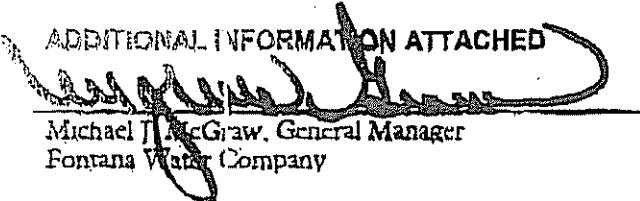
If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

N/A

Form 3 (cont.)

ADDITIONAL INFORMATION ATTACHED

Yes [] No [X]



Michael J. McGraw, General Manager
Fontana Water Company

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____ Agreement # _____

MATERIAL PHYSICAL INJURY

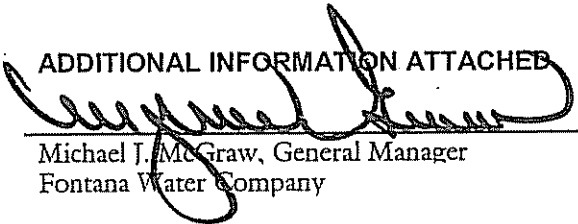
Is the Applicant aware of any Material Physical Injury to a party to the judgment or the Basin that may be caused by the action covered by the application? Yes [] No [X]

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

N/A

ADDITIONAL INFORMATION ATTACHED

Yes [] No [X]


Michael J. McGraw, General Manager
Fontana Water Company

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____ Agreement # _____

APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

Fiscal Year 20 03 - 20 04

Commencing on July 1, 2003 and terminating on June 30, 2004, City of Pomona ("Transferor") hereby transfers to Fontana Water Company ("Transferee") the quantity of 500 acre-feet of corresponding Annual Production Right (Appropriative Pool) or Safe Yield (Non-Agricultural Pool) adjudicated to Transferor or its predecessor in interest in the Judgment rendered in the Case of "CHINO BASIN MUNICIPAL WATER DISTRICT vs. CITY OF CHINO, et al.," RCV 51010 (formerly Case No. SCV 184327).

Said Transfer shall be conditioned upon:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment and the Peace Agreement and for the period described above. The first water production in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder
(2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
(3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred
(4) Any Transferee not already a party must intervene and become a party to the Judgment.

TO BE EXECUTED by both Transferor and Transferee, and to be accomplished by a general description of the area where the Transferred water was to be Produced and used prior to the Transfer, and where it will be Produced and used after the Transfer. This general description can be in the form of a map.

WATER QUALITY AND WATER LEVELS

What is the existing water quality and what are the existing water levels in the areas that are likely to be affected?

Recapture by Fontana Water Company is accomplished by pumping of 15 wells-static water levels vary from 375' to 684'

Of the wells routinely pumped, nitrate levels vary from a low of 8 mg/l to a high of 33 mg/l.

MATERIAL PHYSICAL INJURY?

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the applicant? Yes [] No [X]


If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

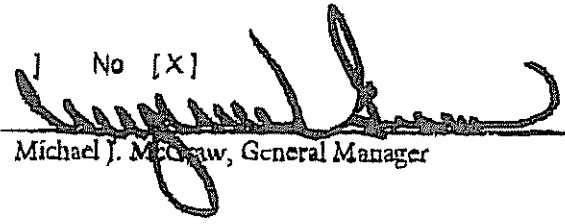
Three horizontal lines for providing mitigation measures.

Form 5 (cont.)

ADDITIONAL INFORMATION ATTACHED

Yes [] No [X]


Henry Pepper, Utility Services Director


Michael J. McGraw, General Manager

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

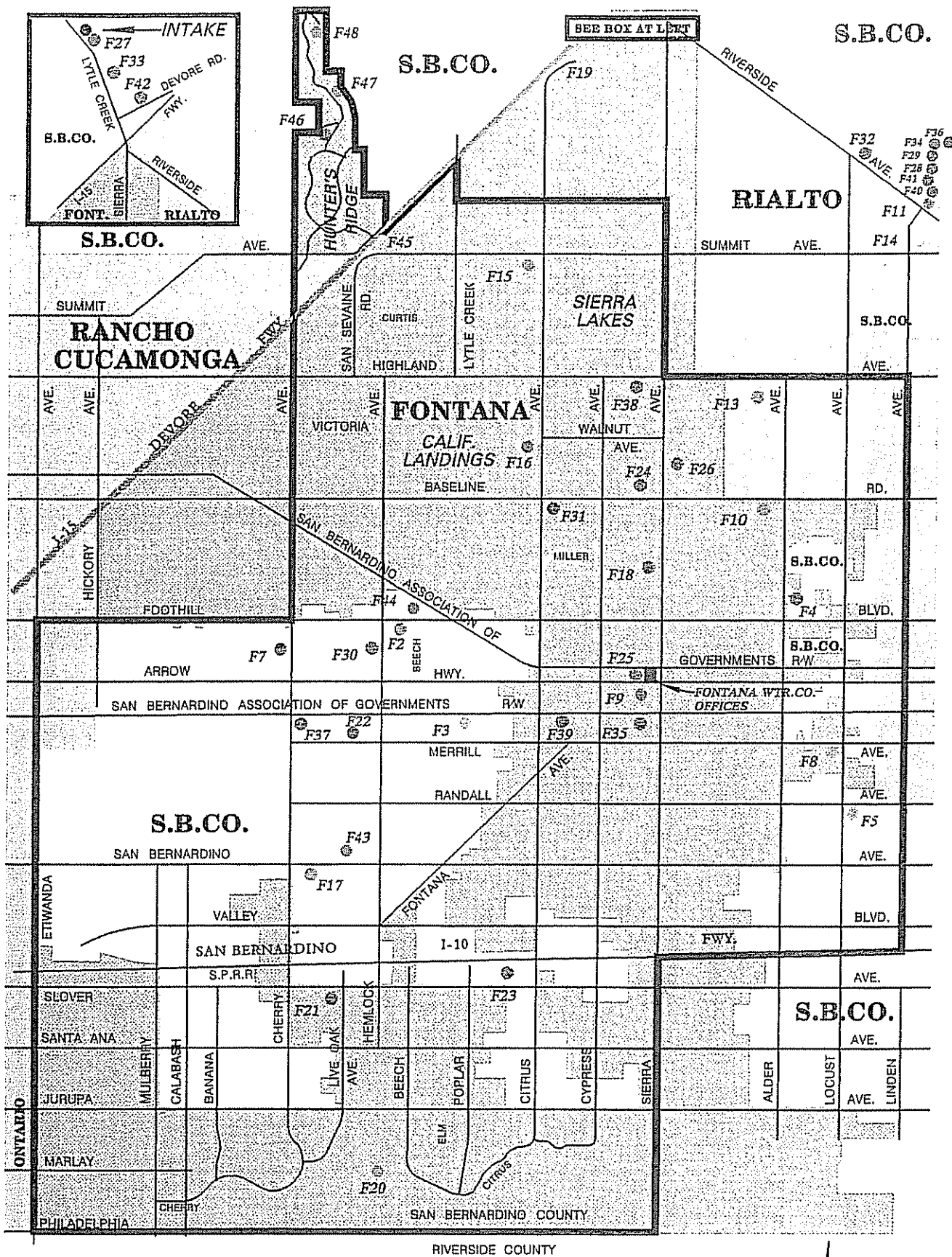
DATE OF BOARD APPROVAL: _____ Agreement # _____

FONTANA WATER COMPANY
Recapture Plan

The subject water is a transfer of stored groundwater from the City of Pomona to Fontana Water Company (FWC) of 500 acre-feet to satisfy a portion of FWC's replenishment obligation for FY 2003/2004. Recapture of the stored water is accomplished by the production of any or all of the 15 wells owned and operated by FWC within Management Zone 3 of the Chino Groundwater Basin. The approximate daily production capacity of these wells is as follows:

<u>Well</u>	<u>Production</u> <u>Acre-Feet/Day</u>
F23A	10.6
F21A	5.7
F37A	5.7
F7A	11.0
F22A	8.2
F24A	8.4
F26A	8.6
F31A	7.3
F2A	10.6
F30A	5.1
F44A	11.0
F44B	10.6
F44C	10.6
F17B	5.7
F17C	7.1
Daily Total	126.2

The attached map shows the location of these wells within FWC's service area. Prior to 1992, water produced from the majority of these wells was pumped within Management Zone 3 by Fontana Union Water Company with safe yield rights in the Chino Groundwater Basin. However, as a result of a bankruptcy settlement agreement dated February 7, 1992 all of Fontana Union's Chino Groundwater Basin water, including overlying (agricultural) pool reallocation, is annually transferred to Cucamonga County Water District's storage account. A separate agreement between Cucamonga Valley Water District and FWC provides for Cucamonga Valley Water District to sell to FWC, Chino Basin stored water to cover a portion of FWC's production. Pursuant to the same 1992 bankruptcy settlement agreement, Fontana Water Company acquired Fontana Union's water production wells and continues to produce water from Management Zone 3, in the same manner and for the same purpose as had been done prior to 1992.



CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

II. BUSINESS ITEMS

A. 2004/2005 Watermaster Budget

Consider Approval of the Fiscal
2004/2005 Budget



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

JOHN V. ROSSI
Chief Executive Officer

STAFF REPORT

DATE: May 13, 2004
May 20, 2004
May 27, 2004

TO: Committee Members
Watermaster Board Members

SUBJECT: PROPOSED FISCALYEAR 2004/05 BUDGET

SUMMARY

Issue – Annual Budget for Watermaster Administration and OBMP tasks during FY 2004-05.

Recommendations – Staff recommends the Committees and the Board take action to approve/adopt the Proposed FY 2004-05 Budget.

Fiscal Impact – The FY 2004-05 Proposed Budget expenses are \$7,861,712. The FY 2004-05 Budget, as proposed, anticipates a decrease in Administrative costs, a decrease in OBMP general costs and a slight increase in OBMP project costs and total expenses.

DISCUSSION

Staff has compiled a draft budget for continuing implementation of the basin's Optimum Basin Management Program. Staff anticipates the continuation of areas of focus to include:

- Monitoring activities – Water level and quality, production, surface water quality and hydraulic control
- Implementation of the recharge improvement and dry year yield projects
- Support of the Water Quality Committee
- Further development of the storage and recovery program
- Management of subsidence related monitoring and analysis
- Optimization of Watermaster and IEUA ground and surface water informational databases
- Implementation of Hydraulic Control Monitoring Program

The FY 2004-05 Proposed Budget includes expenditures for the local share of the Recharge Improvement Project being implemented by IEUA and Watermaster, including debt and operating & maintenance costs for the coming year. Also included in the budget is the anticipated expenditure for the 6,500 af of groundwater to be recharged within MZ1.

In summary, the FY 2004-05 Budget, as proposed, anticipates a decrease in Administrative costs, a decrease in OBMP general costs, and a slight increase in OBMP project costs. Final assessments will be refined when the assessment package is prepared this fall, as it is dependent on prior year pumping, but it is anticipated that administrative and OBMP assessments will decrease slightly.

**CHINO BASIN WATERMASTER
FY 2004/2005
SUMMARY BUDGET**

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
Ordinary Income/Expense					
4000 Mutual Agency Revenue	\$25,879	\$169,209	\$0	\$132,000	\$132,000
4110 Admin Asmnts-Approp Pool	4,470,785	4,614,056	3,931,695	3,755,237	-176,458
4120 Admin Asmnts-Non-Agri Pool	149,042	122,931	88,201	97,652	9,451
4730 Prorated Interest Income	93,887	23,780	112,025	78,330	-33,695
Total Income	4,739,593	4,929,976	4,131,921	4,063,219	-68,702
Administrative Expenses					
6010 Salary Costs	480,736	246,298	385,900	401,704	15,804
6020 Office Building Expense	80,097	125,176	108,995	100,800	-8,195
6030 Office Supplies & Equip.	26,201	37,070	41,000	48,000	7,000
6040 Postage & Printing Costs	64,479	33,595	66,400	67,100	700
6050 Information Services	98,349	65,502	105,750	105,076	-674
6060 WM Special Contract Services	181,083	22,984	121,000	106,000	-15,000
6080 Insurance Expense	14,047	10,510	16,710	21,710	5,000
6110 Dues and Subscriptions	19,688	8,693	14,500	16,600	2,100
6150 Field Supplies & Equipment	3,424	470	4,250	4,250	0
6170 Vehicle Maintenance Costs	25,997	32,569	46,300	24,650	-21,650
6190 Conferences & Seminars	16,520	8,804	16,000	16,000	0
6200 Advisory Committee Expenses	13,738	6,705	15,071	13,459	-1,612
6300 Watermaster Board Expenses	25,677	11,360	28,371	23,559	-4,812
6500 Education Fund Expenditures	375	0	375	375	0
8300 Appropriative Pool Administration	14,129	6,744	14,471	13,659	-812
8400 Agricultural Pool Administration	71,706	184,933	233,979	71,417	-162,562
8500 Non-Agricultural Pool Administration	4,405	1,199	6,698	6,077	-621
9500 Allocated G&A Expenditures	-197,076	-120,955	-309,073	-290,106	18,967
Total Administrative Expenses	943,575	681,657	916,697	750,330	-166,367
General OBMP Expenditures					
6900 Optimum Basin Mgmt Program	882,424	355,859	942,065	933,566	-8,499
6950 Cooperative Efforts	78,158	34,750	85,004	80,004	-5,000
9501 Allocated G&A Expenditures	56,636	30,427	91,999	85,617	-6,382
Total General OBMP Expenditures	1,017,218	421,036	1,119,068	1,099,187	-19,881

**CHINO BASIN WATERMASTER
FY 2004/2005
SUMMARY BUDGET**

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
7000 OBMP Implementation Projects					
7101 Production Monitoring	29,662	37,835	79,283	54,957	-24,326
7102 In-Line Meter Installation/Maintenance	421,978	20,637	131,380	93,969	-37,411
7103 Groundwater Quality Monitoring	193,722	164,968	274,613	148,792	-125,821
7104 Groundwater Level Monitoring	84,285	48,061	157,852	135,072	-22,780
7105 Surface Water Quality Monitoring	56,404	26,571	133,595	282,220	148,625
7106 Water Level Sensors Install	28,956	0	26,835	19,114	-7,721
7107 Ground Level Monitoring	711,916	76,309	202,283	433,720	231,437
7108 Hydraulic Control Monitoring Program	18,097	98,942	718,227	437,987	-280,240
7200 OBMP Pgm Element 2 - Comp Recharge Program	222,392	83,744	531,434	413,177	-118,257
7300 OBMP Program Element 3 & 5 - Water Supply Plan - Desalter	5,710	1,620	47,499	20,885	-26,614
7400 OBMP Pgm Element 4 - Mgmt Zone Mgmt Strategies	430,077	117,059	187,308	795,099	607,791
7500 OBMP Pgm Element 6 & 7 - Coop Efforts/Salt Mgmt	114,242	20,658	51,820	251,343	199,523
7600 OBMP Pgm Element 8 & 9 Storage Mgmt/Conj Use	39,809	36,275	146,179	140,400	-5,779
7700 Inactive Well Protection Program	0	58	30,447	28,302	-2,145
7690 Recharge Improvement Debt Payment	429,250	376,169	429,250	274,169	-155,081
9502 Allocated G&A Expenditures	140,440	90,529	217,074	204,488	-12,586
Total OBMP Implementation Projects	2,926,940	1,199,435	3,365,079	3,733,694	368,615
Total Expenses	4,887,733	2,302,128	5,400,844	5,583,212	182,368
Net Ordinary Income	-148,140	2,627,848	-1,268,923	-1,519,993	-251,070
Other Income					
4210 Approp Pool-Replenishment	1,424,041	4,144,461	0	0	0
4220 Non-Ag Pool-Replenishment	49,682	11,288	0	0	0
4230 Groundwater Recharge Activity	1,586,000	1,585,854	2,189,500	2,179,500	-10,000
Total Other Income	3,059,723	5,741,603	2,189,500	2,179,500	-10,000
Other Expense					
5010 Groundwater Recharge	2,998,169	356,600	2,273,500	2,278,500	5,000
Total Other Expense	2,998,169	356,600	2,273,500	2,278,500	5,000
Net Other Income	61,554	5,385,003	-84,000	-99,000	-15,000
9800 From / (To) Reserves	86,586	-8,012,851	1,352,923	1,618,993	266,070
Net Income	\$0	\$0	\$0	\$0	\$0

CHINO BASIN WATERMASTER

FY 2004/2005

DETAIL BUDGET

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
Ordinary Income/Expense					
Income					
4000 Cooperative Effort Contributions					
4038 IEUA 50% MZ3 Study	\$26,629	\$0	\$0	\$0	\$0
4010 Local Agency Subsidies - Other	-750	169,209	0	132,000	132,000
Total 4000 Mutual Agency Revenue	25,879	169,209	0	132,000	132,000
4110 Admin Asmnts-Approp Pool					
4111 Gross Administration	497,056	358,344	639,183	533,748	-105,435
4111.2 OBMP Adm Assessment	2,090,342	2,425,053	1,330,157	1,563,577	233,420
4112 Agric. Pool Transfer	400,664	480,827	218,229	171,481	-46,748
4113 OBMP - Ag Pool Water Reallocation	1,150,103	1,065,712	873,017	952,261	79,244
4115 Recharge Improvement Revenue	430,000	429,250	871,109	534,169	-336,940
4117 P/Y Adjustments & Pool Interest	-97,380	-145,130	0	0	0
Total 4110 Admin Asmnts-Approp Pool	4,470,785	4,614,056	3,931,695	3,755,237	-176,458
4120 Admin Asmnts-Non-Agri Pool					
4123 Non-Agricultural Pool	26,797	26,522	30,664	22,217	-8,447
4124 OBMP Adm Assessment	122,245	96,409	57,537	75,435	17,898
Total 4120 Admin Asmnts-Non-Agri Pool	149,042	122,931	88,201	97,652	9,451
Total 4100 Assessment Revenues	4,619,827	4,736,987	4,019,896	3,852,889	-167,007
4730 Prorated Interest Income					
4731 Interest - Agri. Pool	10,168	3,756	16,000	11,200	-4,800
4732 Interest - Approp. Pool	79,234	18,861	92,000	64,400	-27,600
4733 Interest - Non-Ag Pool	4,423	1,142	3,900	2,730	-1,170
4739 Interest - Education Fund	62	21	125	0	-125
Total 4730 Prorated Interest Income	93,887	23,780	112,025	78,330	-33,695
Total 4700 Non Operating Revenues	93,887	23,780	112,025	78,330	-33,695
Total Income	4,739,593	4,929,976	4,131,921	4,063,219	-68,702

**CHINO BASIN WATERMASTER
FY 2004/2005
DETAIL BUDGET**

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
Administrative Expenses					
6010 Salary Costs					
6011 WM Staff Salaries & Payroll Burden	436,254	204,958	382,844	399,358	16,514
6012 Payroll Services	1,867	931	1,800	1,850	50
6016 New Employee Search Costs	2,252	890	500	500	0
6017 Temporary Services	18,375	38,752	750	0	-750
Subtotal Wages	<u>458,748</u>	<u>245,531</u>	<u>385,894</u>	<u>401,708</u>	<u>15,814</u>
6018 Fringe Benefits – See Exhibit B-1	271,081	137,236	308,774	337,580	28,806
60199 Payroll Burden Allocated	-249,093	-136,469	-308,768	-337,584	-28,816
Total 6010 Salary Costs	<u>480,736</u>	<u>246,298</u>	<u>385,900</u>	<u>401,704</u>	<u>15,804</u>
6020 Office Building Expense					
6021 Office Lease	53,272	31,055	52,500	58,800	6,300
6022 Telephone	13,401	6,654	13,920	13,500	-420
6023 Electricity	8,926	2,313	12,500	0	-12,500
6024 Building Repair & Maintenance	0	3,908	0	8,500	8,500
6026 Security Services	504	276	500	550	50
6027 Other Expense	3,994	80,970	29,575	19,450	-10,125
Total 6020 Office Building Expense	<u>80,097</u>	<u>125,176</u>	<u>108,995</u>	<u>100,800</u>	<u>-8,195</u>
6030 Office Supplies & Equip.					
6031 Office Supplies	16,759	16,646	15,000	19,500	4,500
6036 Minor Office Furniture	799	0	0	0	0
6038 Other Office Equipment	7,288	9,975	14,500	14,500	0
6039 Other Office Expenses	0	9,318	11,500	11,500	0
6141 Meeting Expenses	1,355	1,131	0	2,500	2,500
Total 6030 Office Supplies & Equip.	<u>26,201</u>	<u>37,070</u>	<u>41,000</u>	<u>48,000</u>	<u>7,000</u>
6040 Postage & Printing Costs					
6042 Postage	7,396	1,068	14,500	6,500	-8,000
6043 Copy Machine Lease	51,414	28,992	43,500	53,200	9,700
6044 Postage Meter Lease	1,930	985	2,400	2,400	0
6045 Outside Printing	2,532	2,550	5,000	5,000	0
6046 Legal Publications	1,207	0	1,000	0	-1,000
Total 6040 Postage & Printing Costs	<u>64,479</u>	<u>33,595</u>	<u>66,400</u>	<u>67,100</u>	<u>700</u>
6050 Information Services					
6052 Computer Consultant Support Svcs	53,223	33,921	53,250	53,500	250
6053 Internet Services	11,351	5,342	14,000	17,000	3,000
6054 Computer Software	7,947	10,437	15,500	11,569	-3,931
6055 Computer Hardware	18,365	12,733	15,000	17,007	2,007
6057 Computer Maintenance	7,463	3,069	8,000	6,000	-2,000
Total 6050 Information Services	<u>98,349</u>	<u>65,502</u>	<u>105,750</u>	<u>105,076</u>	<u>-674</u>

**CHINO BASIN WATERMASTER
FY 2004/2005
DETAIL BUDGET**

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
6060 WM Special Contract Services					
6061 Other Contract Services	33,326	4,929	29,000	29,000	0
6062 Audit Services	3,839	3,839	5,000	4,500	-500
6063 Public Relations Consultant	0	0	12,000	12,000	0
6065 MWD Connection Fee	7,800	0	0	0	0
6067 Legal Services - General Counsel	136,028	14,216	75,000	60,500	-14,500
6068 Legal Services - Markot Settlement	90	0	0	0	0
Total 6060 WM Special Contract Services	181,083	22,984	121,000	106,000	-15,000
6080 Insurance Expense					
6085 Business Insurance Package	13,838	10,510	16,500	21,500	5,000
6086 Position Bond Insurance	209	0	210	210	0
Total 6080 Insurance Expense	14,047	10,510	16,710	21,710	5,000
6110 Dues and Subscriptions					
6111 Membership Dues	17,493	7,889	13,000	14,500	1,500
6112 Subscriptions	2,195	804	1,500	2,100	600
Total 6110 Dues and Subscriptions	19,688	8,693	14,500	16,600	2,100
6150 Field Supplies & Equipment					
6151 Small Tools & Equipment	1,912	470	2,000	2,000	0
6152 Safety Shoes	25	0	250	250	0
6153 Film Processing & Development	0	0	200	200	0
6154 Uniforms	1,487	0	1,800	1,800	0
Total 6150 Field Supplies & Equipment	3,424	470	4,250	4,250	0
6170 Vehicle Maintenance Costs					
6171 Vehicle Allowance	11,325	3,660	7,200	7,200	0
6172 Vehicle Lease	5	0	0	0	0
6173 Mileage Reimbursements	395	485	600	1,950	1,350
6174 Public Transportation	261	8	0	0	0
6175 Vehicle Fuel	5,370	1,992	5,000	5,000	0
6177 Vehicle Repairs & Maintenance	4,959	4,049	5,000	9,000	4,000
6179 Vehicle Purchases	3,682	22,375	28,500	1,500	-27,000
Total 6170 Travel & Transportation	25,997	32,569	46,300	24,650	-21,650
6190 Conferences & Seminars					
6191 Conferences & Seminars	4,123	2,470	11,500	11,500	0
6192 Training & Continuing Education	12,397	6,334	4,500	4,500	0
Total 6190 Conferences & Seminars	16,520	8,804	16,000	16,000	0

**CHINO BASIN WATERMASTER
FY 2004/2005
DETAIL BUDGET**

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
6200 Advisory Committee Expenses					
6201 WM Staff Salaries	12,410	6,385	13,071	12,259	-812
6212 Meeting Expense	1,328	320	2,000	1,200	-800
Total 6200 Advisory Committee Expenses	13,738	6,705	15,071	13,459	-1,612
6300 Watermaster Board Expenses					
6301 WM Staff Salaries	11,984	7,114	13,071	12,259	-812
6311 Board Member Compensation	11,750	3,625	13,000	9,000	-4,000
6312 Meeting Expense	1,934	621	2,000	2,000	0
6313 Board Members' Expenses	9	0	300	300	0
Total 6300 WM Board Expenses	25,677	11,360	28,371	23,559	-4,812
6500 Education Fund Expenditures	375	0	375	375	0
8300 Appropriative Pool Administration					0
8301 WM Staff Salaries	12,659	6,231	13,071	12,259	-812
8312 Meeting Expenses	1,470	513	1,400	1,400	0
Total 8300 Appropriative Pool Administration	14,129	6,744	14,471	13,659	-812
8400 Agricultural Pool Administration					
8401 WM Staff	13,031	5,821	13,579	12,817	-762
8411 Compensation	2,000	975	1,600	1,800	200
8412 Meeting Expenses	238	39	300	300	0
8450 Digester Funding	0	150,000	150,000	0	-150,000
8456 IEUA RTS Meter Charge	1,455	0	1,500	1,500	0
8467 Agri-Pool Legal Service	42,732	23,948	51,000	45,000	-6,000
8470 Ag Pool Meeting Special Compensation	12,250	4,150	16,000	10,000	-6,000
Total 8400 AG Pool Admin	71,706	184,933	233,979	71,417	-162,562
8500 Non-Agricultural Pool Administration					
8501 WM Staff	4,212	1,178	6,398	5,777	-621
8512 Meeting Expense	193	21	300	300	0
Total 8500 Non-Agricultural Pool Admin	4,405	1,199	6,698	6,077	-621
9500 Allocated G&A Expenditures	-197,076	-120,955	-309,073	-290,106	18,967
Total Administrative Expenses	943,575	681,657	916,697	750,330	-166,367

**CHINO BASIN WATERMASTER
FY 2004/2005
DETAIL BUDGET**

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
General OBMP Expenses					
6900 Optimum Basin Mgmt Program					
6901 OBMP - Staff	60,896	30,542	106,794	114,465	7,671
6902 OBMP - Temporary Staff	43,360	29,206	47,900	42,114	-5,786
6903 OBMP - S.A.R.W.G. Support	33,333	4,250	12,000	0	-12,000
6906 OBMP - Engineering	238,642	115,890	255,371	336,987	81,616
6907 OBMP - Legal					
6907.1 Ellison & Schneider	141,183	44,002	140,000	85,000	-55,000
6907.2 Ludorh & Scalmanini	32,875	7,753	40,000	25,000	-15,000
6907.3 WM Legal Counsel	312,130	103,128	320,000	310,000	-10,000
6909 OBMP - Other Expense	20,005	21,088	20,000	20,000	0
Total 6900 OBMP	882,424	355,859	942,065	933,566	-8,499
6950 Cooperative Efforts					
6953 TDS-Nitrogen Study	4,821	748	5,000	0	-5,000
6959 Emerg. Energy/OBMP Funding Coalition	73,337	34,002	80,004	80,004	0
Total 6950 Cooperative Efforts	78,158	34,750	85,004	80,004	-5,000
9501 Allocated G&A Expenditures	56,636	30,427	91,999	85,617	-6,382
Total General OBMP Expenses	1,017,218	421,036	1,119,068	1,099,187	-19,881
7000 OBMP Implementation Projects					
<i>7100 OBMP Pgm Element 1 - Comp Monitoring Program</i>					
7101 Production Monitoring					
7101.1 Production Monitoring - WM Staff	18,086	3,411	32,133	29,245	-2,888
7101.2 Production Monitoring - Temporary Services	10,562	17,537	33,000	24,925	-8,075
7101.3 Production Monitoring - Engineering Services	200	16,262	12,000	0	-12,000
7101.4 Production Monitoring - Computer Services	814	625	2,000	787	-1,213
7101.5 Production Monitoring - Supplies & Repairs	0	0	150	0	-150
Total 7101 Production Monitoring	29,662	37,835	79,283	54,957	-24,326

**CHINO BASIN WATERMASTER
FY 2004/2005
DETAIL BUDGET**

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
7102 In-Line Meter Installation/Maintenance					
7102.1 In-Line Meter - WM Staff	53,753	2,603	14,380	15,443	1,063
7102.2 In-Line Meter - Temporary Services	0	0	5,000	14,026	9,026
7102.4 In-Line Meter - Contract Services	123,010	6,331	30,000	7,000	-23,000
7102.5 In-Line Meter - Maintenance and Repair	0	859	24,000	9,000	-15,000
7102.6 In-Line Meter - Supplies	1,599	0	2,800	1,000	-1,800
7102.7 In-Line Meter - In-line Meters	213,439	3,419	18,000	10,000	-8,000
7102.8 Calibration & Testing	30,177	7,425	37,200	37,500	300
Total 7102 In-Line Meter Installation/Maintenance	421,978	20,637	131,380	93,969	-37,411
7103 Groundwater Quality Monitoring					
7103.1 Grdwtr Quality - WM Staff	1,259	19,263	13,499	15,604	2,105
7103.2 Grdwtr Quality - Temporary Services	13,057	2,328	16,650	6,122	-10,528
7103.3 Grdwtr Quality - Engineering Services	94,957	134,432	90,764	83,279	-7,485
7103.4 Grdwtr Quality - Contract Services	0	0	0	16,000	16,000
7103.5 Grdwtr Quality - Laboratory Services	82,021	7,522	150,000	25,000	-125,000
7103.6 Grdwtr Quality - Supplies	1,614	1,298	2,500	2,000	-500
7103.7 Grdwtr Quality - Computer Services	814	125	1,200	787	-413
Total 7103 Groundwater Quality Monitoring Program	193,722	164,968	274,613	148,792	-125,821
7104 Groundwater Level Monitoring					
7104.1 Grdwtr Level - WM Staff	1,359	11,159	13,499	15,604	2,105
7104.2 Grdwtr Level - Temporary Services	62,168	19,261	74,750	61,996	-12,754
7104.3 Grdwtr Level - Engineering Services	8,944	13,879	32,003	29,972	-2,031
7104.4 Grdwtr level - Contract Services	5,120	1,939	6,500	0	-6,500
7104.6 Grdwtr Level - Supplies	6,694	1,823	6,100	2,500	-3,600
7104.7 Grdwtr Level - Capital Equipment	0	0	25,000	25,000	0
Total 7104 Groundwater Level Monitoring	84,285	48,061	157,852	135,072	-22,780
7105 Surface Water Quality Monitoring					
7105.1 Surface Water Quality - WM Staff	5,790	3,892	10,079	11,938	1,859
7105.2 Surface Water Quality - Temporary Services	7,101	1,899	25,700	0	-25,700
7105.3 Surface Water Quality - Engineering Services	4,673	0	62,316	191,282	128,966
7105.4 Surface Water Quality - Laboratory Services	38,373	20,780	35,000	75,000	40,000
7105.6 Surface Water Quality - Supplies	467	0	500	4,000	3,500
Total 7105 Surface Water Quality Monitoring	56,404	26,571	133,595	282,220	148,625

CHINO BASIN WATERMASTER

FY 2004/2005

DETAIL BUDGET

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
7106 Water Level Sensors Install					
7106.1 Water Level Sensors - WM Staff	0	0	5,835	6,278	443
7106.2 Water Level Sensors - Temporary Services	0	0	0	12,836	12,836
7106.3 Water Level Sensors - Engineering Services	27,612	0	21,000	0	-21,000
7106.7 Water Level Sensors - Capital Equipment	1,344	0	0	0	0
Total 7106 Water Level Sensors Installation	28,956	0	26,835	19,114	-7,721
7107 Ground Level Monitoring					
7107.1 Ground Level - WM Staff	0	1,988	19,631	21,119	1,488
7107.2 Ground Level - Engineering Services	58,816	0	127,652	85,770	-41,882
7107.3 Ground Level - Synthetic Aperture Radar	0	0	25,000	209,131	184,131
7107.5 Ground Level - Laboratory Services	0	0	30,000	0	-30,000
7107.6 Ground Level - Contract Services	0	0	0	87,700	87,700
7107.7 Ground Level - Repair PB-1 Piezometer at Ayala Park	0	0	0	30,000	30,000
7107.8 Ground Level - Capital Equipment Extensometers	652,467	74,321	0	0	0
7107.9 Ground Level - Supplies	633	0	0	0	0
Total 7107 Ground Level Monitoring Pgm	711,916	76,309	202,283	433,720	231,437
7108 Hydraulic Control Monitoring Program					
7108.1 Hydraulic Control Monitoring - WM Staff	0	1,386	19,720	21,254	1,534
7108.2 Hydraulic Control Monitoring - Temporary Services	0	0	0	5,714	5,714
7108.3 Hydraulic Control Monitoring - Engineering Services	18,097	90,774	137,607	36,170	-101,437
7108.4 Hydraulic Control Monitoring - Laboratory Services	0	3,440	72,900	2,055	-70,845
7108.5 Hydraulic Control Monitoring - Construction	0	3,342	488,000	372,794	-115,206
Total 7108 Hydraulic Control Monitoring Pgm	18,097	98,942	718,227	437,987	-280,240
7200 OBMP Pgm Element 2 - Comp Recharge Program					
7201 Comp Recharge - WM Staff	41,705	31,689	49,543	59,177	9,634
7202 Comp Recharge - Engineering Services	150,350	51,078	21,532	0	-21,532
7203 Comp Recharge - Contract Services	5,048	0	6,000	74,000	68,000
7204 Comp Recharge - Supplies	2,083	977	2,500	5,000	2,500
7205 Comp Recharge - Other Expenses	17,624	0	0	5,000	5,000
7206 Comp Recharge - Basin Program O&M	0	0	441,859	260,000	-181,859
7207 Comp Recharge - Legal	5,582	0	10,000	10,000	0
Total 7200 Comprehensive Recharge Pgm	222,392	83,744	531,434	413,177	-118,257
7300 OBMP Program Element 3 & 5 - Water Supply Plan - Desalter					
7301 OBMP - WM Staff	410	1,014	7,455	10,885	3,430
7303 OBMP - Engineering Services	5,300	602	39,544	10,000	-29,544
7305 OBMP - Supplies	0	4	500	0	-500
Total 7300 OBMP Elements 3 & 5 Water Supply Plan	5,710	1,620	47,499	20,885	-26,614

CHINO BASIN WATERMASTER
FY 2004/2005
DETAIL BUDGET

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
7400 OBMP Pgm Element 4 - Mgmt Zone Mgmt Strategies					
7401 OBMP - WM Staff	9,447	4,345	20,198	26,099	5,901
7402 OBMP - Engineering Services	419,954	112,240	65,860	468,000	402,140
7403 OBMP - Contract Services	0	220	100,000	298,000	198,000
7404 OBMP - Supplies	285	10	500	3,000	2,500
7405 OBMP - Other Expenses	391	244	750	0	-750
Total 7400 OBMP Element 4 - MZ1	430,077	117,059	187,308	795,099	607,791
7500 OBMP Pgm Element 6 & 7 - Coop Efforts/Salt Mgmt					
7501 OBMP - WM Staff	22,686	12,366	15,172	20,343	5,171
7502 OBMP - Engineering Services	42,442	8,242	35,648	202,000	166,352
7503 OBMP - Contract Services	34,220	0	0	19,000	19,000
7504 OBMP - Supplies	431	24	500	5,000	4,500
7505 OBMP - Other Expenses	28	26	500	5,000	4,500
7506 OBMP - CO-OP Legal	14,435	0	0	0	0
Total 7500 OBMP Element 6 & 7	114,242	20,658	51,820	251,343	199,523
7600 OBMP Pgm Element 8 & 9 Storage Mgmt/Conj Use					
7601 OBMP - WM Staff	21,263	10,945	30,838	20,400	-10,438
7602 OBMP - Engineering Services	18,365	25,311	115,341	120,000	4,659
7604 OBMP - Supplies	143	3	0	0	0
7605 OBMP - Other Expenses	38	16	0	0	0
Total 7600 OBMP Element 8 & 9	39,809	36,275	146,179	140,400	-5,779
7700 Inactive Well Protection Program					
7701 Inactive Well Protection Program - WM Staff	0	58	5,447	5,853	406
7702 Inactive Well Protection Program - Engineering Services	0	0	0	2,449	2,449
7703 Inactive Well Protection Program - Contract Services	0	0	25,000	20,000	-5,000
Total 7700 Inactive Well Protection Program	0	58	30,447	28,302	-2,145
7690 Recharge Improvement Debt Payment	429,250	376,169	429,250	274,169	-155,081
9502 Allocated G&A Expenditures	140,440	90,529	217,074	204,488	-12,586
Total OBMP Implementation Projects	2,926,940	1,199,435	3,365,079	3,733,694	186,756
Total General OBMP & Implementation Projects	3,944,158	1,620,471	4,484,147	4,832,882	348,735
Total Expenses	4,887,733	2,302,128	5,400,844	5,583,212	182,368
Net Ordinary Income	-148,140	2,627,848	-1,268,923	-1,519,993	-251,070

**CHINO BASIN WATERMASTER
FY 2004/2005
DETAIL BUDGET**

	FY 02-03 June Actual	FY 03-04 December Actual	FY 03-04 Current Budget	FY 04-05 Proposed Budget	Current vs. Proposed
Other Income					
Water Replenishment Assessments					
4210 Approp Pool-Replenishment					
4211 15% Gross Assessments	210,896	613,995	0	0	0
4212 85% Net Assessments	1,194,716	3,475,657	0	0	0
4213 100% Net Assessments	18,429	54,809	0	0	0
Total 4210 Approp Pool-Replenishment	1,424,041	4,144,461	0	0	0
4220 Non-Ag Pool-Replenishment					
4223 Net Replenishment	49,682	11,288	0	0	0
Total 4220 Non-Ag Pool-Replenishment	49,682	11,288	0	0	0
4230 Groundwater Recharge Activity					
4230 Groundwater Recharge	1,586,000	1,585,854	1,574,500	1,579,500	5,000
4231 MZ1 Assigned Water Sales	0	0	615,000	600,000	-15,000
Total 4230 Groundwater Recharge Activity	1,586,000	1,585,854	2,189,500	2,179,500	-10,000
Total Other Income	3,059,723	5,741,603	2,189,500	2,179,500	-10,000
Other Expense					
5010 Groundwater Recharge					
5011 Replenishment Water	1,413,326	344,646	0	0	0
5012.3 MZ1 Recharge Commitment	1,572,987	11,954	1,514,500	1,514,500	0
5012.4 MZI Interim Imported Water Purchase	0	0	699,000	699,000	0
5014 Vector Control	10,458	0	0	0	0
5015 OC-59 Use Fees	1,398	0	8,000	13,000	5,000
5017 IEUA Surcharges	0	0	52,000	52,000	0
Total 5010 Groundwater Recharge	2,998,169	356,600	2,273,500	2,278,500	5,000
Total Other Expense	2,998,169	356,600	2,273,500	2,278,500	5,000
Net Other Income	61,554	5,385,003	-84,000	-99,000	-15,000
(To) / From Reserves	86,586	-8,012,851	1,352,923	1,618,993	266,070
Net Income	\$0	\$0	\$0	\$0	\$0

CHINO BASIN WATERMASTER
2004-2005 BUDGET
LINE ITEM JUSTIFICATION

Budget
Line
Number Comments

ORDINARY INCOME/EXPENSE

4000 COOPERATIVE EFFORT CONTRIBUTIONS

4038 IEUA Contribution 50% MZ3 Study This Study commenced during fiscal 01/02. This initial phase was completed in fiscal 03/04. 50% is fund by IEUA up to \$75,000.
4010 Local Agency Subsidies - Other This account represents funds which are expected to be received to offset our costs for joint effort projects.

4110 ADMINISTRATIVE ASSESSMENTS - APPROPRIATIVE POOL

4111 Gross Administration Appropriative Pool Assessments equal the Pool's share of all General Administrative Expenses levied to the Appropriators on a per acre foot basis levied based on the prior year's production.
4111.2 OBMP Administrative Assessment Appropriative Pool Assessments equal the Pool's share of all Optimum Management costs levied to the Appropriators on a per acre foot basis based on the prior year's production.
4112 Agricultural Pool Reallocation-General Admin. The Appropriative Pool and the Overlying Agricultural Pool agreed that the unproduced portion of Ag Pool's annual share of safe yield (82,800 acre feet) would be immediately reallocated to the Appropriative Pool members provided the Appropriative Pool would pay the Agricultural Pool's share of Administrative and Special Project expenses.
4113 OBMP Agricultural Pool Reallocation With separate assessments levied for General Administration and Optimum Basin Management Plan and Implementation Costs, the Agricultural Pool costs charged through the reallocation levy have been separated to differentiate between the revenues from the two levies.
4115 Recharge Improvement Revenue This line item covers funds required to pay the budgeted debt service payment and the operating & maintenance expenses.
4117 P/Y Adjustments Made up of prior year interest and replenishment pre-purchase adjustments. Credit reflected here showing interest earned during 03/04 spread among the Appropriators based upon their 02/03 assessment payments. This is calculated during the assessment process.

4120 ADMINISTRATIVE ASSESSMENTS - OVERLYING NON-AGRICULTURAL POOL

4123 Gross Administration Non-Agricultural Pool Assessments equal the Pool's share of all General Administrative Expenses levied to the Non-Agricultural Pool based on the prior year's production.
4124 OBMP Administrative Assessment Non-Agricultural Pool Assessments equal the Pool's share of all Optimum Basin Management costs levied to the Pool members based on the prior year's production.

4730 PRORATED INTEREST INCOME

Interest is prorated between the pools and the Education Fund using formula approved by the Advisory Committee and Pools several years ago.

**CHINO BASIN WATERMASTER
2004-2005 BUDGET
LINE ITEM JUSTIFICATION**

Budget Line Number	Comments	
<u>6010 SALARY COSTS</u>		
6011	WM Staff Salaries & Payroll Burden	Expenses related to staff hours and costs.
6012	Payroll Services	WM has entered into a contract with Paychex to process bi-weekly payrolls, employees' direct deposits, computation and payment of federal and state payroll taxes, preparation of annual W-2's.
6016	Employee Search Costs	Costs cover "help wanted" advertisements, pre-employment physicals & non-staff or consultant interviewer's time (if applicable).
6017	Temporary Services	Temporary help on special administrative projects and staffing for vacant positions.
6018	Fringe Benefits	Benefits paid to employees such as medical, dental, vacation, sick leave & holidays.
60199	Payroll Burden Allocated	Fringe benefits allocated to salary costs.
<u>6020 OFFICE BUILDING EXPENSE</u>		
6021	Office Lease	Lease for Watermaster offices.
6022	Telephone	Telephone expense includes office telephone system, cellular phones for CEO & field staff along with conference call service.
6023	Electricity	Electricity for office based on projected actuals of current year.
6024	Building Repair & Maintenance	This line item covers monthly housekeeping & small maintenance requests to the office.
6026	Security Services	The office alarm system is currently provided by Mijac Alarm at \$126.00/quarter. This service started in 1996 and the rate has not changed since inception.
6027	Other Expense	Expenses to this line include the cost of moving into new office building and additional office renovations.
<u>6030 OFFICE SUPPLIES & EQUIPMENT</u>		
6031	Office Supplies	Office supplies include: copy paper, stationery, envelopes, transcription cassettes and headphones, public notice post cards, minute books and paper, 3 ring binders for all purposes, small office equipment such as staplers, calculators, hole punches, lablers, etc. checks and other miscellaneous office supplies.
6036	Minor Office Furniture	This budget line covers the purchase of any tangible office furniture. Large office equipment is purchased under Account #6039.
6038	Other Office Equipment	This Budget line covers the cost of office equipment other than computer equipment. Items could include FAX machines, telephones, overhead projectors, refrigerators, coffee machines, etc.
6039	Other Office Expense	This line covers the costs of items not covered under any of the above #6030 lines including file management consulting fees.
6141	Meeting Expenses	Expenses charged to this line include administrative meeting expenses.
<u>6040 POSTAGE & PRINTING COSTS</u>		
6042	Postage	Postage reflected here covers the cost of mailing or shipping all meeting notices and agendas; correspondence; annual reports; outgoing bills and payments, etc. Charges include FEDEX and United Parcel Service contract costs as well as postage. Includes Permit 10 postage. Costs have decreased due to electronic transmissions of data.
6043	Copy Machine Lease	This line covers the cost of leasing copy machines from Ricoh as well as the costs for copies exceeding the minimum number per month/year as stipulated in the lease agreement.
6044	Postage Meter Lease	Postage meter costs will include the annual lease fee, quarterly reset fees and postage meter ink cartridge replacements.
6045	Printing	Printing costs covered here are those done by out-side printers and include blueprints, special area street maps, color prints, emergency printing when copiers are down for repairs, etc. Color brochures and annual financial statements will be printed.
6046	Legal Publications	Legal publications include transcripts of court hearings, current ZIP Code directories, and other legal publications.
<u>6050 WATERMASTER INFORMATION SERVICES</u>		
6052	Computer Consultant Support Services	Watermaster will be using consultants to identify hardware/software requirements; purchase, install and configure the computer system; train Watermaster staff, perform routine diagnostics, to provide application design services, and interagency coordination/communication.
6053	Internet Services	WM website has been set up at the direction of Judge Gunn and a T-1 for direct connection to the internet.
6054	Computer Software	Costs include new software, software upgrades, textbooks, manuals, etc.
6055	Computer Hardware	Costs include new and upgraded computer hardware such as workstations, servers, printers, backup power supplies, etc.
6057	Computer Maintenance	Computer maintenance includes parts for breakdowns and routine maintenance.
<u>6060 WATERMASTER SPECIAL CONTRACT SERVICES</u>		
6061	Other Contract Services	Watermaster retained Rauch Communication Consultants to develop and implement a strategic plan.
6062	Audit Services	This line item budgets funds to pay for the required annual financial statement audit.
6063	Public Relations Consultant	Watermaster retained the Dolphin Group as our Public Relations Consultant. Dolphin Group will assist with newsletter and press release preparations.

CHINO BASIN WATERMASTER
2004-2005 BUDGET
LINE ITEM JUSTIFICATION

Budget Line Number	Comments	
6065	MWD Connection Fee	MWD charges, through IEUA, a monthly connection maintenance fee for each connection. This cost has been carried under Administration for the past several years rather than carried as a part of water replenishment costs because it is assessed whether or not Watermaster spreads water.
6067	Legal Services - General Counsel	Hatch & Parent, Watermaster's General Counsel .
6068	Legal Services - Markot	Legal fees incurred regarding this litigation.
<u>6080 INSURANCES</u>		
6085	Business Insurance Package	All insurance policies are now included under Business Insurance Package, including auto & general liability.
6086	Position Bond Insurance	insures key positions for risk of misappropriation and/or fraud.
<u>6110 DUES & SUBSCRIPTIONS</u>		
6111	Membership Dues	Watermaster memberships include: American Water Works Assoc Research Foundation., Association of California Water Agencies, Association of Ground Water Agencies, Automobile Club of Southern California and Costco.
6112	Subscriptions	Watermaster currently subscribes to the following: The Business Press, California Water Law, California Water Journal, Chino Champion, Daily Bulletin, One-On-One Computer training and Smart Access assuming all current subscriptions will be renewed as well as new ones acquired.
<u>6150 FIELD SUPPLIES & EQUIPMENT</u>		
6151	Small Tools and Equipment	Small tools include cameras, pliers, nuts & bolts, any type of tool which might be required while working around well sites.
6152	Safety Shoes	Work boots & shoes cost reimbursement for field staff.
6153	Film Processing & Development	Processing of pictures taken in the field .
6154	Uniforms	T-shirts, hats & jackets are provided to field staff with Watermaster's logo to wear while in the field.
<u>6170 TRAVEL & TRANSPORTATION</u>		
6171	Vehicle Allowances	Employment agreement allows the Chief Executive Officer a vehicle allowance of \$600 per month.
6172	Vehicle Lease	Occasionally it is necessary to lease a vehicle when Watermaster's vehicles are in for repairs, other vehicles are used for Watermaster sponsored tours.
6173	Mileage Reimbursements	Reimbursements paid to Watermaster employees' for use of personal vehicles for Watermaster business at the federally approved rate per mile. It is anticipated that personal vehicle use will increase for attendance at various meetings away from Watermaster's offices.
6174	Public Transportation	Costs of public transportation (Metrolink, airlines, etc.) to meetings in cities outside the local area. (Note transportation to conferences is shown as part of account #6191 below)
6175	Vehicle Fuel	With expanded field staff requirements for use of Watermaster's vehicles it is anticipated that fuel costs will increase.
6177	Vehicle Repairs	Covers repairs & maintenance to Watermaster's vehicles.
6179	Vehicle Purchase	Vehicle purchase allows for the addition of one truck to be purchased during the fiscal year.
<u>6190 CONFERENCES & SEMINARS</u>		
6191	Conferences & Seminars	Staff attends certain conferences for information, training, or making presentations regarding the Chino Basin Watermaster activities. Conferences attended in the past include: Association of California Water Agencies, California Water Law and Policy Conference, High Desert Water Conference, Department of Water Resources Conference and Santa Ana River Water Group Retreat.
6192	Training & Continuing Education	Attendance at training & continuing education for staff.
6194	Lodging	Lodging expenses will be charged to the account representing the purpose of the trip.
6195	Meals	Meals will be charged to the account representing the purpose of the trip.
6196	Travel	Public transportation to attend meetings & conferences.
<u>6200 ADVISORY COMMITTEE</u>		
6201	WM Staff Salaries	Reflected here are salary and burden costs of WM staff in attending and preparing minutes of Advisory Committee meetings.
6212	Meeting Expenses	Advisory Committee meetings are normally scheduled to cover the lunch hour so that members are absent from their normal jobs the least amount of time possible. To accommodate the members, a luncheon is served and those costs are reflected here.

**CHINO BASIN WATERMASTER
2004-2005 BUDGET
LINE ITEM JUSTIFICATION**

Budget Line Number	Comments	
<u>6300 WATERMASTER BOARD EXPENSES</u>		
6301	WM Staff Salaries	Reflected here are salary and burden costs of WM staff in attending and preparing minutes of Watermaster Board Meetings.
6311	Member Compensation	Board Members are entitled to, but may waive, compensation for each day of service. Those who have not waived, receive \$125 per day served at various meetings including Board meetings, committee meetings and other water agency meetings, including conference calls.
6312	Meeting Expenses	Board and Committee meetings may be scheduled to cover the lunch hour so that attendees are absent from their normal jobs the least amount of time possible. If this occurs, a luncheon is served and those costs are reflected here.
6313	Board Member's Expenses	Board Members are entitled to receive reimbursement for expenses incurred on behalf of Watermaster. Mileage is reimbursed to any Board Member using a personal vehicle on Watermaster business.
<u>6500 EDUCATION FUND EXPENDITURES</u>		
This account disburses funds from the educational account as directed.		
<u>8300 APPROPRIATIVE POOL ADMINISTRATION AND SPECIAL PROJECTS</u>		
8301	WM Staff Salaries	Reflected here are salary and burden costs of WM staff in attending and preparing minutes of Pool Meetings, collecting and recording production data and any other Appropriative Pool administrative activity.
8312	Meeting Expenses	Appropriative Pool meetings are normally scheduled to cover the lunch hour so that members are absent from their normal jobs the least amount of time possible. To accommodate the members, a luncheon is served and those costs are reflected here.
<u>8400 OVERLYING AGRICULTURAL POOL ADMINISTRATION AND SPECIAL STUDIES</u>		
8401	WM Staff Salaries	Reflected here are salary and burden costs of WM staff in attending and preparing minutes of Pool Meetings, collecting and recording production data and any other Agricultural Pool administrative activity.
8411	Compensation - AG Pool Members	AG Pool Members are reimbursed \$25 for each Pool, Committee or Board Meeting attended. Ag Pool voted to increase reimbursement to \$125 per meeting with the extra \$100 to be paid out of Ag Pool accumulated interest. This additional \$100 is shown under account #8470.
8412	Meeting Expenses	Agricultural Pool meetings are scheduled so that members are absent from their normal jobs the least amount of time possible. To accommodate the members, coffee and snacks are served and those costs are reflected here.
8450	Digester Funding	At the request of the Agricultural Pool, \$150,000 has been budgeted to assist Inland Empire Utilities Agency's Digester Project.
8456	IEUA RTS Meter Charge	Inland Empire Utilities Agency implemented a 'readiness to serve' charge against Watermaster for future provision of service to the land in the Agricultural preserve.
8467	Agri-Pool Legal Services	The Agricultural Pool retains its own legal council, Reid & Hellyer, to represent them in all Watermaster matters.
8470	Ag Pool Meeting Special Compensation	See account #8411 for details of this line item.
<u>8500 OVERLYING NON-AGRICULTURAL POOL ADMINISTRATION AND SPECIAL PROJECTS</u>		
8501	WM Staff Salaries	Reflected here are salary and burden costs of WM staff in attending and preparing minutes of Pool Meetings, collecting and recording production data and any other Non-Agricultural Pool administrative activity.
8512	Meeting Expense	Non-Agricultural Pool meetings are normally scheduled for early morning so that members are absent from their normal jobs the least amount of time possible. To accommodate the members, coffee and snacks are served and those costs are reflected here.
9500	Allocated G&A Expenditures	Administrative Overhead is allocated to OBMP & Project jobs as a percentage of total Watermaster salaries.
<u>6900 OPTIMUM BASIN MANAGEMENT PROGRAM</u>		
The Honorable Judge J. Michael Gunn ruled on February 19, 1998 that Watermaster develop an Optimum Basin Management Program for the Chino Basin under SBSC Case No. RCV 51010. These are the ongoing administrative costs necessary to implement the Optimum Basin Management Program on an annual basis. This line item includes allocation of G&A expenses.		
6900	OPTIMUM BASIN MANAGEMENT PROGRAM - ADMINISTRATION OF PROGRAM THROUGH 06/30/03	The work in the 6900 series includes general legal and engineering services requested by Watermaster to support implementation of the OBMP, including legal services of the Special Referee. The current budget request includes general, non-project specific as well as ad hoc requests for services promoting the ongoing efforts to implement the OBMP. Further planning includes development of stormwater best management practices for the Chino Basin.
<u>6950 COOPERATIVE EFFORTS</u>		
On an ad hoc basis, Watermaster and other agencies agree to share the costs of various projects that will benefit both parties.		
6953	TDS/Nitrogen Study - SAWPA	This is an on-going study managed through SAWPA with many contributors and participants. The amount budgeted is 1/2 the previous Watermaster commitment as was budgeted for Phase 2B. It is to finalize the Basin Plan Update with the RWQCB.
6956	CBWCD-Turner Basin Development	This represents funds expended for development within the Turner Basin.
6959	Emergency Energy/OBMP Funding Committee	This is a project that began as a result of the State of California's electric supply problems. It was subsequently designated as the initial OBMP Funding Committee with the specific purpose of coordinating efforts to obtain funding to implement OBMP activities.
9501	Allocated G&A Expenditures	Administrative Overhead is allocated to OBMP & Project jobs as a percentage of total Watermaster salaries.

CHINO BASIN WATERMASTER
2004-2005 BUDGET
LINE ITEM JUSTIFICATION

Budget
Line
Number Comments

7000 OPTIMUM BASIN MANAGEMENT PROGRAM IMPLEMENTATION PROJECTS

7101	PRODUCTION MONITORING	<p>Watermaster staff collects and processes production information for the approximately 700 wells within the Basin, including approximately 200 Appropriator wells and approximately 500 private wells. Staff reads the meters for the private wells, while the Appropriators report their meter readings to Watermaster. The data is inputted into a production database that is updated quarterly, and that is used at the end of the fiscal year to provide essential data for the Assessment Package.</p> <p>Very minimal incidental supplies are required for this line item.</p> <p>Computer services are for the subscription for parcel lot information (split 50/50 with 7103—Groundwater Quality Monitoring).</p>
7102	IN-LINE METER INSTALLATION	<p>Approximately 600 in-line flow meters have now been installed on the previously unmetered private wells. Approximately 250 meters must be calibrated each year and other maintenance and repairs are required. Each calibration is expected to cost \$150. Ten more meters are expected to be installed this fiscal year. Two companies are contracted to perform these services.</p> <p>Required supplies for this line item include miscellaneous tools.</p>
7103	GROUNDWATER QUALITY MONITORING	<p>Pursuant to the OBMP & Peace Agreement, Program Element 1 includes the development and implementation of a comprehensive groundwater quality monitoring program. Previously, Watermaster annually collected water quality data from approximately 200 private wells and obtained other water quality data from other cooperators so that approximately 1/3 of the active wells were sampled every third year. Other cooperators include members of the appropriative and overlying non-agricultural pools, the Regional Water Quality Control Board, the Department of Toxic Substances Control, the United States Geological Survey, the Orange County Water District and others. The key well monitoring program has now been implemented. A total of 114 wells are included within the water quality key well program, with approximately 60 wells being sampled and analyzed each year. This monitoring activity is a requirement for the Chino Basin to receive TDS and Nitrogen objectives based on maximum beneficial use. The ad hoc Water Quality Committee oversees the surface water and groundwater quality programs to ensure that necessary data are collected to effectively manage the Basin.</p> <p>Required contract services are for the video-logging of eight wells to determine their construction information (\$1000 each). In order to video-log these wells, the pump equipment must be removed from the well and then later replaced (\$1000 each).</p> <p>Required supplies for this line item include sampling equipment such as piping and valving.</p> <p>Computer services are for the subscription for parcel lot information (split 50/50 with 7101—Production Monitoring).</p>
7104	GROUNDWATER LEVEL MONITORING PROJECT	<p>Pursuant to the OBMP & Peace Agreement, Program Element 1 includes the development and implementation of a comprehensive groundwater-level monitoring program. Previously, Watermaster staff measured all the private wells in the agricultural area that could be measured - once in the fall and once in the spring. Groundwater level data was also obtained from cooperators for other wells. Cooperators include members of the appropriative and overlying non-agricultural pools, Regional Water Quality Control Board (RWQCB), Department of Toxic Substances Control (DTSC), United States Geological Survey, Orange County Water District, and others. The key well monitoring program has now been implemented. A total of 103 wells are now measured monthly and an additional 342 are now measured semi-annually. Approximately 20 of these key wells were equipped with transducers in 03/04. Another 20 key wells will be equipped with transducers in 04/05. The transducers obtain continuous data for a more intensive analysis and allow for a reduction in staff time for well water level soundings. Also, Staff has now taken control of water level database entry and database maintenance from WEI.</p> <p>Another part of this program involves monitoring groundwater levels at an additional 15 wells in the vicinity of the proposed well fields for the Chino I Desalter expansion and the Chino II Desalter. A key well monitoring program has been developed for the Chino I Desalter program. This key well program will allow for a reduction in staff time for well water level soundings. A similar set of key wells will ultimately be selected for the Chino I Expansion and Chino II Desalter monitoring program after pumping at these well fields commences. These monitoring activities are a requirement for the Chino Basin to receive TDS and Nitrogen objectives based on maximum beneficial use.</p> <p>Required supplies for this line item include sounder replacement lines (approximately six per year), rubber gloves, and distilled water.</p>
7105. HCMP	SURFACE WATER QUALITY MONITORING (FOR HCMP)	<p>As part of the Basin Plan, a monitoring plan to evaluate the state of hydraulic control in the southern end of the Basin has been developed. Hydraulic control will be used to maximize the safe yield of the Basin. Watermaster, OCWD and the Regional Board have developed a monitoring plan to assess the state of hydraulic control to provide information to Watermaster to manage future production and recharge. Samples are collected from 11 stations along the SAR every-other-week for water quality analyses. Stream flow measurements are also collected from five stations along the SAR. This monitoring activity is a requirement for the Chino Basin to receive TDS and Nitrogen objectives based on maximum beneficial use.</p> <p>Required supplies for this line item include a replacement stream flow measuring device.</p> <p>Half of the total expense for this project is budgeted, as the other half will be paid by IEUA.</p>
7105. BASIN	SURFACE WATER QUALITY MONITORING (FOR BASINS)	<p>Pursuant to the OBMP & Peace Agreement, Program Element 1 also includes the surface water quality monitoring program. Work in this line item includes measuring water quality at recharge and flood retention basins within the Chino Basin. This was typically done during the rainy season only; approximately 3-4 samplings per basin per year. However, with the start of more recycled water and imported water recharge, sampling is expected to increase significantly. Flow and water quality data will also be collected from cooperators including IEUA, WR, JCSD, Cities of Corona and Riverside, Regional Water Quality Control Board, United States Geological Survey, Orange County Water District and others. This information is necessary to determine the quality of stormwater recharge, which is subsequently used to estimate salt offsets for recycled and imported water recharge. This monitoring activity is a requirement for the Chino Basin to receive TDS and Nitrogen objectives based on maximum beneficial use.</p> <p>Required supplies for this line item include rubber gloves, sample bags, and tools.</p>

**CHINO BASIN WATERMASTER
2004-2005 BUDGET
LINE ITEM JUSTIFICATION**

Budget Line Number	Comments	
7106	WATER LEVEL SENSORS INSTALL	Pursuant to the OBMP & Peace Agreement, Program Element 1 also includes the development and implementation of a surface water discharge and recharge monitoring program. Water level data will be acquired by Watermaster staff. This information is necessary to determine the volume of stormwater recharge, and will be subsequently used to determine new yield and (in association with work in Line Item 7105) salt credits for recycled and imported water recharge. This monitoring activity is a requirement for the Chino Basin to receive TDS and Nitrogen objectives based on maximum beneficial use. No monies are budgeted for this item this fiscal year, as the sensors are now covered by Bid Package 5 of the Chino Basin Facilities Improvement Project.
7107	GROUND LEVEL MONITORING	Pursuant to the OBMP & Peace Agreement, Program Element 1 also includes the development and implementation of a ground level monitoring program. Watermaster is interested in determining how much, if any, subsidence has occurred in the Basin and in monitoring the effectiveness of the OBMP in minimizing it. Data will be collected from a network of ground elevation stations (surveys), from a multi-piezometer and from a dual borehole extensometer in the subsidence-prone area (mainly Management Zone 1). Satellite Imagery (InSAR) also will be collected and analyzed for subsidence on a basin-wide scale. Watermaster is implementing these efforts as part of the monitoring program associated with the MZ1 interim management plan. Monies are also budgeted for the repair of PB-1 piezometer at Ayala Park. Very minimal incidental supplies are required for this line item.
7108	HYDRAULIC CONTROL CAPITAL CONSTRUCTION	As part of the Basin Plan, a monitoring plan to evaluate the state of hydraulic control in the southern end of the basin has been developed. Hydraulic control will be used to maximize the safe yield of the basin. Watermaster, OCWD and the Regional Board have developed a monitoring plan to assess the state of hydraulic control to provide information to Watermaster to manage future production and recharge. Nine new monitoring wells will be constructed for evaluating hydraulic control over a two-year period in 03/04-04/05. This monitoring activity is a requirement for the Chino Basin to receive TDS and Nitrogen objectives based on maximum beneficial use. The costs of the new monitoring wells are partially offset by grants from the USBR (\$225,000) and the State (AB303, \$250,000), and from IEUA. Half of the total expense for this project is budgeted, as the other half will be paid by IEUA.
7200	OBMP PROGRAM ELEMENT 2 -- COMPREHENSIVE RECHARGE PROGRAM	Pursuant to the OBMP & Peace Agreement, Watermaster completed the Recharge Master Plan Phase 2 Report, appropriate CEQA process and began implementing it in FY 01-02. In this fiscal year Watermaster staff, in cooperation with other agency staff, will continue implementation of the Chino Basin Recharge Facilities Improvement Plan to fully utilize the Proposition 13 funding.
7300	OBMP PROGRAM ELEMENTS 3 & 5 -- WATER SUPPLY PLAN - DESALTER	Pursuant to the OBMP & Peace Agreement, Watermaster assisted in the formation of the Chino Basin Desalter Authority (CDA) to expand the Chino I Desalter and to construct Chino II Desalter. The work in this line item includes engineering services for the technical review of non-Watermaster consultant work products for consistency with OBMP and other Watermaster interests.
7400	OBMP PROGRAM ELEMENT 4 - MANAGEMENT ZONE MANAGEMENT STRATEGIES	Pursuant to the OBMP & Peace Agreement, Watermaster has begun the process of developing management plans for MZ1 & MZ3. Producers in the known subsidence area in MZ1 agreed to an MZ1 Interim Management Plan. Watermaster will be collecting and reporting data gathered from the piezometer and extensometer installed in FY 02/03 and data from ground level survey stations. Injection tests at two wells are planned for FY 03/04. Data collected will be presented and discussed at the MZ1 Technical Group meetings.
7500	OBMP PROGRAM ELEMENTS 6 & 7 -- COOPERATIVE EFFORTS AND SALT MANAGEMENT	Pursuant to the OBMP & Peace Agreement, Watermaster will complete specific activities to improve water quality monitoring and analyze the effectiveness of the OBMP to accomplish its goals. The work in this line item included coordinating with RWQCB and DTSC, and participating in the TMDL process for Santa Ana River, Chino and Mill Creeks.
7600	OBMP PROGRAM ELEMENTS 8 & 9 -- STORAGE MANAGEMENT AND CONJUNCTIVE USE PROGRAMS	Pursuant to the OBMP & Peace Agreement, Watermaster will complete specific activities to implement storage management and to develop storage and recovery programs. In FY 02-03, the CEQA work and initial alternative development and evaluation will be completed, including identification of facilities needs and participant cost/benefits. Most of this work is being funded by MWD/IEUA as part of a \$1.6 million advance for the Dry Year Yield Program.
7700	INACTIVE WELL PROTECTION PROGRAM	Pursuant to the OBMP & Peace Agreement, Watermaster has compiled a list of inactive wells that have not been properly abandoned. In 03/04, Watermaster equipped approximately 35 inactive wells with devices that meet the requirement of well abandonment to protect the integrity of the groundwater. These devices also allow for access to the well for monitoring purposes, if necessary. In 04/05, approximately 12 more inactive wells will be equipped with such devices.
7690	RECHARGE IMPROVEMENT DEBT PAYMENT	Repayment of debt as agreed to in contract with Inland Empire Utilities Agency for improvement of recharge basins within the Chino Basin, to be paid by the Appropriators.
9502	ALLOCATED G&A EXPENDITURES	Administrative Overhead is allocated to OBMP & Project jobs as a percentage of total Watermaster salaries.

CHINO BASIN WATERMASTER
2004-2005 BUDGET
LINE ITEM JUSTIFICATION

Budget
Line
Number Comments

SUPPLEMENTAL & REPLENISHMENT WATER INCOME AND EXPENSES

Water rights were assigned in the Judgment entered in 1978. It established the terms and conditions regarding replenishment water and how the assessments would be levied to cover the water for each pool.

Appropriative Pool Replenishment Assessments

Certain Appropriators under the Judgment have 15% of the cost of replenishment water required by their group and 85% of the cost is paid by the appropriator overproducing water in the prior year. Other Appropriators have the obligation to pay 100% of the costs of replacing any overproduced water.

4211	15% Gross Assessments	Costs levied against the 15%/85% group for replacing water.
4212	85% Gross Assessments	Costs levied against the 15%/85% group for replacing water.
4213	100% Net Assessments	Costs levied against those subject to 100% assessments for replacing water.

Non-Agricultural Pool Replenishment

Non-AG members (primarily industrial producers) are required to replace any water produced which exceeds their assigned water rights.

4223	Net Replenishment Assessments	Costs levied against those subject to 100% assessments for replacing
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5010 GROUNDWATER RECHARGE

Costs of Replenishment or Supplemental Water are assessed at \$243/acre foot. Should actual expenses exceed the revenues from assessments, the difference will be covered by Watermaster's Reserve for Water Replenishment.

5011	Replenishment Water	This line covers the costs of purchasing replenishment water from MWD at \$233/af
5012.3	MZ1 Recharge Commitment	This line covers the costs of purchasing 6,500 acre feet of supplemental water from MWD for recharge.
5012.4	MZI Interim Imported Water Purchase	This line covers the costs of purchasing water @ \$233/af

Replenishment and Supplemental Water Delivery Costs

Estimated at \$11/acre foot, these costs are included under lines 5014 - 5018 below. At time of delivery actual costs are charged to the appropriate accounts.

5014	Vector Control	Vector control at Recharge Basins.
5015	OC-59 Use Fees	Connection Fees.
5017	IEUA Surcharges	Inland Empire Utilities Agencies charges \$8.00/acre foot for water delivered from the Metropolitan Water District of Southern California (MWD).

CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

II. BUSINESS ITEMS

- B. CONSIDER AGREEMENT FOR
BASIN MONITORING
PROGRAM FOR NITROGENS
IN THE SAR WATERSHED



CHINO BASIN WATERMASTER

8632 Archibald Avenue, Suite 109, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

JOHN V. ROSSI
Chief Executive Officer

STAFF REPORT

DATE: May 13, 2004
May 20, 2004
May 27, 2004

TO: Committee Members
Watermaster Board Members

SUBJECT: AGREEMENT FOR BASIN MONITORING PROGRAM FOR NITROGEN/TDS IN THE SAR WATERSHED

SUMMARY

Issue – Approval of agreement to form a task force to conduct a basin monitoring program for nitrogen and total dissolved solids in the Santa Ana River Watershed in accordance with the recently adopted Basin Plan Amendment

Recommendations – Approve proposed agreement to have Watermaster join with 20 other cities and districts in conducting the monitoring program as mandated by the Basin Plan Amendment, and authorizing staff and counsel to make minor edits as needed.

Fiscal Impact – The estimated Watermaster portion of total costs for assembling the data and preparing the report is \$18,500. Cost for sampling the surface water and groundwater, and analyzing the samples is born by each of the agencies in accordance with earlier directives from with the SARWQCB.

BACKGROUND

Watermaster is currently taking surface water quality samples at 8 USGS stations in the Santa Ana River on a biweekly basis. In addition, Watermaster samples 8 USGS wells and 2 SARWC wells adjacent to the Santa Ana River on a monthly basis. These samplings are conducted as elements of the Hydraulic Control Monitoring Program. By slightly modifying the list of analytes, Watermaster is able to adapt the data gathered to meet the needs of the basin monitoring program included in the Basin Plan Amendment. By joining our data together with the data gathered by the 20 other districts and cities, the task force will be able to implement the nitrogen/TDS monitoring program for the Santa Ana River Reaches 2,4 and 5. Consolidation of the data and data analysis are needed to assure compliance with both surface water objectives of the defined river reaches and groundwater objectives underlying the river reaches to protect downstream Orange County groundwater.

The SARWQCB has indicated that the watershed-wide Nitrogen/TDS monitoring program should be conducted every three years to determine the current ambient groundwater quality in the watershed for nitrogen and TDS. Each of the 21 agencies in the Task Force agrees to share equally in the cost of consolidating the data and preparing the final report, hence the estimated cost to the Watermaster is \$18,500.

SUMMARY OF AGREEMENT

The agreement establishes a Task Force Administrator (SAWPA) to organize TF meetings; provide secretarial and administrative services; manage TF funds and provide annual reports on expenditures; and hire the TF technical consultant. The Task Force Administrator will schedule meetings, appoint subcommittees, add/delete member agencies as appropriate, prepare budgets and contracts, administer funds, and insure the expeditious accomplishment of the monitoring program. The total estimated cost of the Basin Monitoring Program for nitrogen and TDS is \$314,500 which includes consultant costs, SAWPA administration and contingencies.

RECOMMENDATION

Staff recommends approval of the agreement, since consolidation of the efforts of all 21 agencies will enable the production of a consistent document much more amenable to acceptance by the SARWQCB. Pooling of resources also means that the total cost of conducting the sampling, analysis, and reporting will be substantially less than if the agencies pursued the effort individually.

**AGREEMENT TO FORM A TASK FORCE
TO CONDUCT A
BASIN MONITORING PROGRAM FOR
NITROGEN AND TOTAL DISSOLVED SOLIDS
IN THE SANTA ANA RIVER WATERSHED
(BASIN MONITORING PROGRAM)**

THIS AGREEMENT is made and entered into this th day of , 2004 by and among the following entities, which are hereinafter sometimes collectively or individually referred to as "TASK FORCE AGENCIES" or TASK FORCE AGENCY" respectively. This Agreement is also by and between the Santa Ana Watershed Project Authority ("SAWPA") and the TASK FORCE AGENCIES as to SAWPA's role as Task Force Administrator.

Orange County Water District	Inland Empire Utilities Agency
Eastern Municipal Water District	City of Rialto
City of Corona	Elsinore Valley Municipal Water District
City of Riverside	Colton/San Bernardino Regional Tertiary
Yucaipa Valley Water District	Treatment and Wastewater Reclamation
Lee Lake Water District	Authority
Chino Basin Watermaster	Jurupa Community Services District
City of Redlands	City of Beaumont
San Timoteo Watershed Management	Irvine Ranch Water District
Authority	Western Riverside County Regional
	Wastewater Authority

I. RECITALS

A. Background. In December 1995, the Nitrogen TDS Task Force, consisting of 22 water resource agencies in the Santa Ana Watershed, was formed to oversee a study to evaluate the impacts of Total Inorganic Nitrogen (TIN) and Total Dissolved Solids (TDS) on water resources in the Santa Ana River Watershed. The study was completed in mid-2003. On January 22, 2004, the Santa Ana Regional Water Quality Control Board ("RWQCB") incorporated the results of the Nitrogen TDS Task Force study into a Basin Plan Amendment for Nitrogen and TDS and adopted the Basin Plan Amendment. As part of the agreement to adopt the Basin Plan Amendment, the TASK FORCE AGENCIES were named as responsible for conducting various monitoring programs and analyses to support the results defined in the Basin Plan Amendment. The monitoring programs and analyses consisted of three major programs:

- a. TDS/Nitrogen Monitoring Program for Santa Ana River Reaches 2, 4 and 5. The implementation of a TDS/Nitrogen monitoring program for the Santa Ana River Reaches 2, 4 and 5 is necessary to assure compliance with both surface water objectives of the defined river reaches and groundwater objectives underlying the river reaches to protect downstream Orange County groundwater. Compliance with the Reach 2 TDS objective

can be determined by evaluation of data collected by the Santa Ana River Watermaster, Orange County Water District, the United States Geological Survey, and others.

b. Watershed-wide TDS/nitrogen Groundwater Monitoring and Ambient Groundwater Quality Update Program. The implementation of a watershed-wide TDS/nitrogen groundwater monitoring program is necessary to assess current water quality, to determine whether TDS and nitrate-nitrogen water quality objectives for management zones are being met or exceeded, and to update assimilative capacity findings. Groundwater monitoring is also needed to fill data gaps for those management zones with insufficient data to calculate TDS and nitrate-nitrogen historical quality and current quality. Groundwater monitoring is needed to assess the effects of POTW discharges to surface waters on affected groundwater. The determination of current ambient groundwater quality throughout the watershed will be conducted and reported by July 1, 2005.

The RWQCB has indicated that the watershed-wide TDS/Nitrogen monitoring program should be conducted every three years to determine the current ambient groundwater quality in the watershed for TDS and Nitrogen. The SAR Reaches 2, 4 and 5 monitoring programs shall be conducted annually. The results of all monitoring programs defined in annual reports will be submitted to the RWQCB.

B. The Purpose of the Task Force Agreement. The purpose of this Task Force Agreement is to form a task force to oversee and conduct the necessary studies for the Basin Monitoring Program as defined in the RWQCB's Basin Plan Amendment. The Task Force is proposed to consist of the TASK FORCE AGENCIES to direct the study and fund it on an equitable basis to be determined by the Task Force.

II. COVENANTS

NOW, THEREFORE; in consideration of the foregoing recitals and mutual covenants contained herein, the TASK FORCE AGENCIES agree as follows:

1. Creation of a Task Force:

There is hereby created a "Task Force to conduct a Basin Monitoring Program for Nitrogen and Total Dissolved Solids in the Santa Ana River Watershed" initially consisting of the TASK FORCE AGENCIES and other entities as more specifically provided for in paragraph 3 below.

2. Purpose of the Task Force:

The purpose of the Task Force is to provide oversight and supervision of the work that is described herein.

3. Membership and Organization:

a. Regular Members. Concurrently with the execution of this Agreement, each

of the TASK FORCE AGENCIES shall appoint one regular representative to the Task Force and one alternate representative to act in the absence of the regular representative. The representatives must be vested with the authority to act on behalf of the appointing TASK FORCE AGENCY. The identity of the appointed representatives shall be promptly communicated in writing to SAWPA. The representatives shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause; provided, however, that the TASK FORCE AGENCIES acknowledge and agree the continuity of representation on the Task Force is important to the overall effectiveness of the Task Force, and the TASK FORCE AGENCIES further agree to ensure such continuity whenever possible.

b. Additional Agencies. The TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the Task Force may be improved by the inclusion of other public agencies as additional TASK FORCE AGENCIES to the Task Force. Such public agencies may join the Task Force on such written terms and conditions as are acceptable to all TASK FORCE AGENCIES of the Task Force, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the Task Force. The inclusion of such public agencies as additional TASK FORCE AGENCIES to the Task Force shall be effected by a written amendment to this AGREEMENT signed by all TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall appoint their Task Force representatives and alternates as provided in Section 3.a. above or in said written amendment.

c. Advisory Members. The Task Force may, from time to time, seek the advice and counsel of regulatory or special interest agencies, which agencies may serve as Advisory Members to the Task Force. Such Advisory Members shall have no obligation to provide funding and no voting privileges. The California Regional Water Quality Control Board, Santa Ana Region, is hereby appointed as an Advisory Member of the Task Force. Additional Advisory Members may be appointed by a majority vote of the Task Force representatives.

d. Committees. The Task Force may establish committees, consisting of members who shall be selected by, and serve at the pleasure of the Task Force.

e. Task Force Administrator. SAWPA, acting through its Planning Department staff, is hereby appointed as the Task Force Administrator for purposes of this Task Force Agreement. SAWPA shall have the following administrative responsibilities and shall be reimbursed for time expended on behalf of the Task Force at SAWPA's rate for salary, overhead, burden, and cost of materials, and including costs for:

- (1) Organizing and facilitating Task Force meetings;
- (2) Secretarial, clerical, and administrative services;
- (3) Management of Task Force funds and provide annual reports of Task Force assets and expenditures;
- (4) Hire Task Force-authorized consultants.
- (5) Hire SAWPA-approved consultant to provide technical review of Watershed-wide TDS/nitrogen groundwater monitoring program

SAWPA, as the Task Force Administrator, will act as the contracting party for the benefit of Task Force, for contracts with all Task Force consultants or contractors. SAWPA will not contract, direct, instruct, or guide such consultants or contractors on behalf of the Task Force or use funds provided by the Task Force without approval of, or guidance from, the Task Force representatives in accordance with this Agreement. SAWPA will provide project management for work performed by such consultants or contractors.

f. Meetings of the Task Force.

(1) Frequency and Location. The first Task Force meeting shall be held at the office of SAWPA, at which time the Task Force shall agree upon the time and place of holding its regular meetings. Special meetings may be called at the request of the Task Force Administrator or by a majority of the Task Force representatives. All meetings of the Task Force or its Committees shall be noticed and conducted in compliance with California's Open Meeting Laws.

(2) Quorum. A majority of the representatives of the Task Force shall constitute a quorum. Actions of the Task Force shall be passed and adopted upon the affirmative vote of a majority of the Task Force. Each TASK FORCE AGENCY shall have one vote. The Task Force may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this Agreement.

(3) Meeting Minutes. SAWPA shall keep, or cause to be kept, minutes of the Task Force meetings including any handout materials used. Copies of the meetings and handouts will be delivered to the Task Force representatives, each TASK FORCE AGENCY, and the Advisory Members.

(4) Task Force Chair. At the first official meeting of the Task Force following execution of this Agreement by all TASK FORCE AGENCIES a chair shall be selected by the Task Force representatives. The term of the chair shall be one year and shall be rotated among the Task Force representatives.

4. Duties of the Task Force:

a. Conduct Watershed-wide TDS/nitrogen Groundwater Monitoring and Ambient Groundwater Quality Update Program. Hire consultant to perform, authorize, direct, and supervise the "project scope of work". The first component of the scope of work is described in that certain report entitled, "RWQCB Basin Plan Amendment Required Monitoring and Analyses, Recomputation of Ambient Water Quality for the Period 1984 to 2003, Final Work Plan" dated February 2004 (hereafter "Study"), which is incorporated herein by this reference. The determination of current ambient groundwater quality throughout the watershed will be conducted and reported by July 1, 2005. An update and recomputation of the ambient water quality will be conducted every three years thereafter by the Task Force.

b. Conduct TDS/Nitrogen Monitoring Program for Santa Ana River, Reaches 2, 4, and 5. Hire consultant to implement a monitoring program and prepare annual reports that will provide an evaluation of compliance with the TDS and nitrogen objectives for Reaches 2, 4 and 5 of the Santa Ana River. The reports will be provided to the RWQCB by April 15th of each year.

c. The TASK FORCE AGENCIES hereby agree that the Task Force shall have the discretion to terminate its projects or studies in the event a consensus of the TASK FORCE AGENCIES cannot be maintained during the course of the Task Force projects or studies.

5. Budgets.

On or before January 1st of each year, SAWPA shall prepare and submit a Task Force budget for the next fiscal year to the Task Force and TASK FORCE AGENCIES. The budget shall include all anticipated costs and fees for the scope(s) of work developed by the Task Force for the next fiscal year. Costs shall include costs and fees for any consultants or contractors to be hired by SAWPA to complete the anticipated scopes of work, any equipment or materials to be purchased, and any other direct costs. SAWPA shall include as a separate item in such budgets, costs for SAWPA administrative services. The budget shall include a detailed description of all work to be accomplished with the budget. The budgets shall also set forth the funds to be deposited with SAWPA consistent with the budgeted costs and fees for that fiscal year. Each TASK FORCE AGENCY shall approve and pay, in advance on or before January 1st of each year, its pro-rata share of the Task Force budget for the next fiscal year. The pro-rata share of such costs and fees for each TASK FORCE AGENCY will be as described in EXHIBIT "A", attached hereto and made a part of this Agreement.

6. Contracting

Upon Task Force approval, SAWPA shall hire consultants and contractors, as necessary, to complete the scope of work that has been funded by TASK FORCE AGENCIES each fiscal year. SAWPA shall not obligate funds that have not been delivered to SAWPA by the TASK FORCE AGENCIES.

7. Duration of Agreement:

This Agreement shall not terminate unless by mutual agreement of the TASK FORCE AGENCIES provided that all debts and liabilities of the Task Force are satisfied. Notwithstanding the foregoing, each TASK FORCE AGENCY reserves the right to terminate at anytime, upon sixty (60) days' written notice to the Task Force. Task Force projects and studies already undertaken on behalf of TASK FORCE AGENCIES at the time of withdrawal by a TASK FORCE AGENCY shall be fully funded by the TASK FORCE AGENCIES, including the withdrawing TASK FORCE AGENCY, at the time projects or studies are approved by the Task Force for implementation. A withdrawing TASK FORCE AGENCY shall not be entitled to any refund for programs or studies already underway. Any refund of surplus funds due to the withdrawing TASK FORCE AGENCY shall be paid sixty (60) days after completion of tasks, projects and studies undertaken or in progress.

8. Ownership of Documents:

All work or deliverables produced, including originals prepared by anyone in connection with, or pertaining to, the work of the Task Force, shall become the property in whole and in part of TASK FORCE AGENCIES, individually and collectively. Provided, however, that any withdrawn TASK FORCE AGENCY shall only be entitled to such work

or deliverables if the withdrawn TASK FORCE AGENCY has fully contributed funds for such work or deliverables.

9. Assignment:

No right, duty or obligation of whatever kind or nature created herein shall be assigned without the prior written consent of all TASK FORCE AGENCIES.

10. Effective Date:

This Task Force Agreement shall become effective when it has been executed by a majority of the TASK FORCE AGENCIES pursuant to authorization by each TASK FORCE AGENCY's Board of Directors.

11. Counterparts:

This Agreement may be executed in original counterparts, which together shall constitute a single agreement.

12. Independent Contractor Status

This Agreement is not intended and shall not be construed so as to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the TASK FORCE AGENCIES.

13. Waiver Of Rights

The failure by the TASK FORCE AGENCIES or SAWPA to insist upon strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any right or remedy that TASK FORCE AGENCIES and SAWPA may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of this Agreement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this Agreement.

14. Severability

If any part of this Agreement is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

15. Amendment

It is mutually understood and agreed that no addition to, alteration of, or variation of the terms of this Agreement, nor any oral understanding or agreement not incorporated herein, shall be valid unless made in writing and signed and approved by all TASK FORCE AGENCIES and SAWPA.

16. Entire Agreement

This document sets forth the entire Agreement between and among the TASK FORCE AGENCIES and SAWPA.

17. Availability Of Funds

The obligation of each TASK FORCE AGENCY is subject to the availability of funds appropriated by each TASK FORCE AGENCY for the purposes herein. Any obligation for the future payment of money beyond the current fiscal year is conditioned on

the governing body of each TASK FORCE AGENCY providing adequate appropriations in the adopted budgets for those subsequent fiscal years. This condition applies to but is not be limited to the obligations of the TASK FORCE AGENCIES under section 3.e (Task Force Administrator), and section 5 (Budgets) of this Agreement. Based on the financial constraints imposed by this Section 17, the TASK FORCE AGENCIES understand that SAWPA is under no duty to perform any services under this Agreement until and unless the each TASK FORCE AGENCY has approved the fiscal year budget under Section 5, and has appropriated and deposited with SAWPA, the necessary monies to fund the approved budget. Any failure by one or more of the TASK FORCE AGENCIES to appropriate and deposit monies with SAWPA to fund the budget will necessarily delay the performance of the services by SAWPA contemplated by this Agreement, and SAWPA shall not be held responsible or liable for any such delay or costs incurred from such a delay.

18. Indemnity and Insurance

a. SAWPA shall require all consultants or contractors performing work or services for the Task Force to indemnify and hold harmless SAWPA and the TASK FORCE AGENCIES from any and all claims, damages, lawsuits, fines, penalties, including attorneys' fees and costs, arising from or related to the works or services provided by such consultants or contractors. Such contractors or consultants shall also maintain the following insurances and keep certificates of such insurances on file with SAWPA, on behalf of the Task Force:

(1) Workers Compensation Insurance—a program of Workers Compensation insurance or a state approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of California, covering all persons and entities providing services on behalf of the consultant or contractor and all risks of such persons or entities under this Agreement.

(2) Comprehensive General and Automobile Liability Insurance—such comprehensive personal injury and property damage liability coverage to include contractual coverage and automobile liability, if applicable, and including coverage for owned, hired and non-owned vehicles. The policy shall have a combined single limit for bodily injury and property damage of at least \$1,000,000.00. SAWPA and the TASK FORCE AGENCIES shall be named as additional insureds on the policy providing such coverage, and any right of subrogation shall be waived.

(3) Professional Liability Insurance—professional liability insurance with limits of at least \$1,000,000.00 per claim or occurrence, unless such coverage is waived by the Task Force representatives.

IN WITNESS WHEREOF, the TASK FORCE AGENCIES have executed this Agreement on the date set forth below.

ORANGE COUNTY WATER DISTRICT

BY _____
President

DATE _____

BY _____
Secretary

INLAND EMPIRE UTILITIES AGENCY

BY _____
President

DATE _____

BY _____
Secretary

EASTERN MUNICIPAL WATER DISTRICT

BY _____
President

DATE _____

BY _____
Secretary

CITY OF RIALTO

BY _____
Mayor

DATE _____

BY _____
City Clerk

CITY OF CORONA

BY _____
Mayor

DATE _____

BY _____
City Clerk

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

BY _____
President

DATE _____

BY _____
Secretary

CITY OF RIVERSIDE

BY _____
Mayor

DATE _____

BY _____
City Clerk

COLTON/SAN BERNARDINO REGIONAL TERTIARY TREATMENT AND WASTEWATER RECLAMATION AUTHORITY

DATE _____

BY _____
President

DATE _____

BY _____
Secretary

YUCAIPA VALLEY WATER DISTRICT

DATE _____

BY _____
President, Board of Directors

JURUPA COMMUNITY SERVICES DISTRICT

DATE _____

BY _____
President, Board of Directors

LEE LAKE WATER DISTRICT

BY _____
President

DATE _____

BY _____
Secretary

CITY OF BEAUMONT

BY _____
Mayor

DATE _____

BY _____
City Clerk

CHINO BASIN WATERMASTER

BY _____
President

DATE _____

BY _____
Secretary

IRVINE RANCH WATER DISTRICT

BY _____
President

DATE _____

BY _____
Secretary

CITY OF REDLANDS

BY _____
Mayor

DATE _____

BY _____
City Clerk

**WESTERN RIVERSIDE COUNTY WASTEWATER
AUTHORITY**

BY _____
President

DATE _____

BY _____
Secretary

**SAN TIMOTEO WATERSHED MANAGEMENT
AUTHORITY**

BY _____
President

DATE _____

BY _____
Secretary

SANTA ANA WATERSHED PROJECT AUTHORITY

BY _____
Chair

**EXHIBIT A
TASK FORCE BUDGET**

A. CONTRIBUTIONS

1. Study Contributions. In order to participate in the activities of the Task Force, each TASK FORCE AGENCY shall appropriate and deliver to SAWPA its agreed upon share of the funding. Based on study obligations assigned by the RWQCB in the Basin Plan Amendment for TIN and TDS, some portions of the overall study will be paid for by a subset of the TASK FORCE AGENCY as provided in a separate memorandum of agreement. The TASK FORCE AGENCIES specifically recognize that each TASK FORCE AGENCY's agreed-upon share is determined by that TASK FORCE AGENCY's Board of Directors, who are the signatories to this Agreement.

2. Funds appropriated by each TASK FORCE AGENCY to the activities of the Task Force shall be expended only for the purposes expressed in this Agreement. Funds shall be deposited in a restricted, interest-bearing account for the benefit of the Task Force, administered by SAWPA. Funds shall be strictly accounted to each TASK FORCE AGENCY. Upon termination of the Agreement and the activities of the Task Force, any funds not used shall be returned to the TASK FORCE AGENCIES in proportion to their contribution as provided in the Agreement.

3. The compensation to be paid to consultant hired by Task Force is subject to SAWPA's receipt of funds from the TASK FORCE AGENCIES. The consultant will be directed to limit its activities to ensure that the Consultant does not expend funds or provide services for which SAWPA has not yet collected funds from the TASK FORCE AGENCIES. SAWPA will endeavor to obtain the funds needed to fully fund the scope of work.

Basin Monitoring and Update Program Funding (FY 04-05)

CONSULTANTS	Consultant Cost	SAWPA ADM	Contingency	Total
WE Inc. - Ambient Groundwater Update	\$245,492	\$45,000	\$24,008	\$314,500
WE Inc. - SAR Reaches 2,4,5 Annual Report	<u>\$30,000</u>	<u>\$10,000</u>	<u>\$5,000</u>	<u>\$45,000</u>
	\$275,492	\$55,000	\$29,008	\$359,500

Distribution of Costs Among Responsible Agencies

<u>Agency</u>	<u>SAR Report</u>	<u>Current Ambient</u>	<u>Totals</u>
IEUA	\$3,000	\$18,500	\$21,500
EMWD	\$3,000	\$18,500	\$21,500
OCWD	\$3,000	\$18,500	\$21,500
CORONA	\$3,000	\$18,500	\$21,500
EVMWD	\$3,000	\$18,500	\$21,500
REDLANDS	\$3,000	\$18,500	\$21,500
RIALTO	\$3,000	\$18,500	\$21,500
RIVERSIDE	\$3,000	\$18,500	\$21,500
RIX JPA	\$3,000	\$18,500	\$21,500
YVWD	\$3,000	\$18,500	\$21,500
WRCRWA	\$3,000	\$18,500	\$21,500
JCS D	\$3,000	\$18,500	\$21,500
LEE LAKE WD	\$3,000	\$18,500	\$21,500
San Timoteo WMA	\$3,000	\$18,500	\$21,500
BEAUMONT	<u>\$3,000</u>	\$18,500	\$21,500
CBWM		\$18,500	\$18,500
IRWD		<u>\$18,500</u>	<u>\$18,500</u>
	\$45,000	\$314,500	\$359,500

CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

II. BUSINESS ITEMS

- C. CONSIDER AGREEMENT
BETWEEN IEUA AND
WATERMASTER FOR BASIN
MONITORING ACTIVITIES

AKB04001
AGREEMENT FOR COOPERATIVE EFFORTS
COMMON MONITORING PROGRAMS

BETWEEN
CHINO BASIN WATERMASTER
AND THE
INLAND EMPIRE UTILITIES AGENCY

This agreement (Agreement), dated _____, 2004, is executed by the Chino Basin Watermaster (Watermaster) and the Inland Empire Utilities Agency (IEUA) (collectively, the Parties), to set forth the Parties' obligations and commitments for implementation of monitoring programs that are necessary and beneficial to both Parties, including:

- a. The Hydraulic Control Monitoring Program (HCMP);
- b. Storm water monitoring in spreading basins;
- c. Basin Plan requirements related to the Maximum-Benefit water quality objectives; and,
- d. Title 22 monitoring requirements for recycled water recharge.

RECITALS

A. The Chino Basin Watermaster, pursuant to a February 19, 1999 court order, completed scientific and engineering investigations to develop an Optimum Basin Management Program (OBMP) for the Chino groundwater basin in August 1999. The OBMP describes basin management goals and a series of initiatives referred to in the OBMP as Program Elements that, if implemented, would enable Watermaster to achieve the OBMP goals. One of the goals of the OBMP is to enhance basin water supplies. One of the ways to enhance basin water supplies that was identified in the OBMP is to reduce groundwater outflow to the Santa Ana River. Increasing Chino Basin groundwater production near the Santa Ana River will increase the streambed percolation of the Santa Ana River into the groundwater basin, and reduce groundwater outflow from the Basin and thereby increase the supply of groundwater in the Basin. Reducing groundwater outflow from the Chino Basin to the Santa Ana River has the added benefit of protecting the Santa Ana River water quality. The OBMP included the construction of groundwater treatment facilities in the lower Chino Basin that enable the production and treatment of poor quality groundwater for subsequent use by municipal water users. One of the purposes of these groundwater treatment facilities is to maximize the yield of the Chino Basin by reducing groundwater outflow to the Santa Ana River. The total groundwater production for these groundwater treatment facilities could exceed 50,000 acre-feet per year (acre-ft/yr).

B. IEUA completed its Recycled Water Master Plan (RWMP) in August 2002. One



5/4/2004



Inland Empire
UTILITIES AGENCY

of the elements of the RWMP is recycled water recharge. Recycled water recharge can be used to satisfy replenishment obligations of pumpers in the Chino Basin and as a source of supplemental water for groundwater storage programs. IEUA is interested in ensuring that any recycled water recharged into the Chino Basin does not eventually discharge into the Santa Ana River or contribute to other Chino Basin groundwater discharging to the Santa Ana River. IEUA made a commitment in the environmental documents for the RWMP, to ensure that recycled water recharged in the Chino Basin would not discharge into the Santa Ana River.

C. In December 2002, Watermaster and IEUA jointly proposed to the Santa Ana Regional Water Quality Control Board (RWQCB) to increase the total dissolved solids (TDS) and nitrogen objectives to values that would promote the maximum beneficial use of waters available to water users in the Basin. Watermaster and IEUA made facility and operating commitments to back up their Maximum Benefit Proposal. One of these commitments was to establish and maintain a state of hydraulic isolation or control in the lower Chino Basin such that groundwater in the northern portions of the basin would not be allowed to discharge to the Santa Ana River. The RWQCB has accepted the Watermaster and IEUA proposal, subject to the establishment and maintenance of such hydraulic control. The RWQCB will revise the Santa Ana River Watershed Water Quality Control Plan (Basin Plan) in 2004. The updated Basin Plan will include the Watermaster and IEUA proposed TDS and nitrogen water quality objectives. Associated with these new water quality objectives, the RWQCB has included specific monitoring and reporting requirements for Watermaster and IEUA.

D. Technical staff from the Watermaster, IEUA, RWQCB, and the Orange County Water District (OCWD) have been meeting periodically since June 2002 to develop a monitoring program to determine if hydraulic control is occurring. This monitoring program is described in a draft work plan, entitled *Optimum Basin Management Program Hydraulic Control Monitoring Program, Draft Work Plan* (November 2003). Watermaster, IEUA, and OCWD staff have developed an exhibit that shows the approximate locations of nine new monitoring wells that, along with several other existing wells, are the minimum set of wells that will be required to determine the state of hydraulic control. This map is attached herein as Exhibit A.

E. Watermaster and IEUA have committed to working cooperatively to implement the HCMP. These cooperative efforts include development of the HCMP, construction of new monitoring wells, groundwater monitoring, surface water monitoring, monitoring required for recycled water recharge, analysis of monitoring data, and preparation of reports.

TERMS OF AGREEMENT

Definitions



Inland Empire
UTILITIES AGENCY

1. As used in this Agreement, these terms – including any grammatical variations thereof – shall have the following meanings:
 - a. Annual Monitoring Plan – shall mean the jointly developed annual plan of monitoring, pursuant to the HCMP and to other monitoring activities that Watermaster and IEUA wish to jointly pursue.
 - b. Cooperating Entities – cooperating entities shall mean those entities other than Watermaster and IEUA that will provide monitoring data to Watermaster that will be incorporated into the HCMP.
 - c. Effective Date – the Effective Date shall mean the effective date of this Agreement, which shall be _____, 2004.
 - d. Exhibit A – shall mean the attached Exhibit A that shows the Investigation Area, the wells, and surface water monitoring stations used in the HCMP.
 - e. Exhibit B – shall mean the attached Exhibit B that shows the Chino Basin management zones as delineated in the Watermaster and IEUA Maximum Benefit Proposal; and which is being incorporated in the 2004 Basin Plan update.
 - f. Investigation Area – the Investigation area includes the area in which groundwater and surface area monitoring will occur for the HCMP, as shown in Exhibit A.
 - g. Hydraulic Control – shall mean the condition where groundwater in the Chino North management zone is intercepted before discharging to the Santa Ana River such that any discharge that does occur to the Santa Ana River has *de minimus* impact on the discharge and water quality of the Santa Ana River. The Chino North management zone is shown in Exhibit B.
 - h. HCMP Work Plan – shall mean the work plan developed by Watermaster and IEUA and its subsequent revisions starting in November 2003.
 - i. Maximum Benefit Proposal – shall mean the Watermaster and IEUA's joint proposal to the RWQCB to modify the management zone boundaries in the Chino Basin and to increase the TDS and nitrogen objectives, pursuant to Water Code Section 13241, to promote the maximum beneficial use of waters of the State.
 - j. Multi-depth Monitoring Well – shall mean either a single borehole with two or more piezometers completed in the borehole; or two or more separate piezometers completed in individual boreholes.
 - k. Party or Parties – Party shall mean either Watermaster or IEUA; Parties shall mean Watermaster and IEUA.
 - l. Recycled Water Recharge monitoring shall include monitoring wells and water quality monitoring which include specific recycled water recharge monitoring requirements not included in other basin monitoring programs.
 - m. Surface Water Quality Monitoring Program (SWQMP) Work Plan – shall mean the work plan developed by Watermaster and IEUA in _____ and its subsequent revisions.



HCMP Project Description

2. Nine new multi-depth monitoring wells will be constructed. The approximate locations of these monitoring wells are shown in Exhibit A. These nine wells will be constructed over 18 to 24 months. Groundwater monitoring at these new nine wells and other wells in the Investigation Area will occur as described in the HCMP Work Plan. Surface water monitoring will occur as described in the HCMP Work Plan. Additional monitoring wells for basin groundwater quality or recycled water recharge may be included under this agreement by mutual agreement.

Funding for the Monitoring Wells

3. Funding for the nine new monitoring wells shall be obtained from the following four sources:

- a. Grant from the US Bureau of Reclamation (Bureau) obtained through IEUA
- b. Local Groundwater Assistance Grant (AB303) from the Department of Water Resources (DWR) through Watermaster and IEUA.
- c. Budgeted funds from Watermaster and IEUA.
- d. Budgeted funds from IEUA

4. Exclusive of the outside funding sources listed in 3a and 3b above, Watermaster and IEUA shall equally share in the cost of the construction and maintenance of the nine new monitoring wells. An annual budget shall be established by the IEUA and approved by Watermaster for the costs associated with the nine monitoring wells. Watermaster and IEUA will coordinate and use best efforts to obtain outside funding for additional monitoring wells if they are required for the HCMP. Watermaster and IEUA shall equally share in the cost of additional monitoring wells, unless specifically developed for one of the Party's exclusive use. The Party developing wells for their exclusive use shall bear the sole cost of those wells, including construction, maintenance, and any analysis cost.

Monitoring Well Construction

5. Watermaster will perform well site engineering investigations to identify alternative sites at each of the locations shown on Exhibit A. These investigations will identify property owners, and desired construction and permanent easements. Title searches will be done where appropriate. The results of these investigations will be provided to IEUA for their use in procuring easements and permits from the property owners of each site (see Section 6 below).

6. IEUA will review the site engineering investigations provided by Watermaster and provide comments and guidance. IEUA will acquire construction and permanent easements for each monitoring well.



Inland Empire
UTILITIES AGENCY

7. Watermaster will provide IEUA eighty-percent technical specifications for the monitoring wells. IEUA will be responsible for completion of the plans and specifications for these wells. IEUA will provide Watermaster with a copy of these plans and specifications for Watermaster review.

8. Watermaster will provide an on-site State-certified hydrogeologist to: interpret and record drill cuttings, interpret geophysical and other down-hole logs, finalize the location of the screened intervals, monitor the construction of the piezometers and well head, and to confer with IEUA's contract administrator.

9. Phase I wells will be developed by the Bureau, to include bidding and contracting with drillers and other contractors, with oversight by IEUA and Watermaster. IEUA will administer the Phase II, construction. This includes bidding, and contracting with drillers and other contractors, and construction management and maintenance services. IEUA will maintain the wells in accordance with the Annual Monitoring Plan and Budget. Prior to the Bureau entering into a construction contract for the construction of the Phase I wells, IEUA and Watermaster shall deposit with the Bureau an amount equal to the difference of the contract price minus the grant funds (IEUA/WM cost share).

10. Once constructed, IEUA shall hold title and ownership of the wells.

Groundwater and Surface Water Monitoring

11. Watermaster will conduct groundwater and surface water monitoring for the HCMP as described in the HCMP Work Plan. Watermaster will revise the HCMP Work Plan, as necessary, in response to requirements of the RWQCB, changed conditions in the Investigation Area, and other considerations.

12. Watermaster will collect and manage data from other cooperating entities including the City of Corona, OCWD, City of Riverside, County of Riverside, RWQCB, County of San Bernardino, United States Geological Survey, and the Western Riverside Joint Powers Authority.

13. IEUA will conduct surface water monitoring at its recycled water discharge points and nearby receiving water locations as described in IEUA's NPDES Permit and the HCMP Work Plan.

14. IEUA will, at the request of Watermaster, use their State-certified laboratory to analyze water quality samples obtained by Watermaster as part of the HCMP Work Plan. IEUA will provide the analytical results to Watermaster in hardcopy and digital formats. Watermaster and IEUA will each pay one-half the cost of water quality analyses.



Annual Monitoring Plan

15. An operating committee will be formed by the Watermaster and IEUA for the purposes of planning the monitoring efforts for each year, the development of an annual monitoring plan (AMP), and to monitor the progress of the AMP. Watermaster and IEUA will jointly develop and approve the AMP pursuant to the HCMP and for other monitoring activities that Watermaster and IEUA wish to jointly pursue.

16. The term of the first AMP will run from April 1, 2004 through June 30, 2005, and subsequent AMPs will run from July 1 through June 30. Cost sharing for the monitoring activities in the AMP will be per the terms described in this Agreement unless stipulated otherwise in the AMP. The types of activities contemplated in the AMP will include, but not be limited to, monitoring and reporting for:

- a. The HCMP
- b. Storm water monitoring in spreading basins
- c. Basin Plan requirements related to the Maximum-Benefit water quality objectives
- d. Title 22 requirements for recycled water recharge.

Analysis and Reporting

17. Watermaster will analyze monitoring program data and prepare the periodic monitoring reports and other submittals to the RWQCB as required in the Basin Plan update and the HCMP Work Plan. Each report will be prepared as follows:

- a. Watermaster will prepare a draft report for review by IEUA thirty (30) calendar days prior to the RWQCB-specified due date.
- b. IEUA will provide review comments to Watermaster fifteen (15) calendar days prior to the RWQCB specified due date.
- c. Watermaster will respond to IEUA comments and submit the final report to the RWQCB as a joint Watermaster and IEUA report on or before the due date.

Responsibility for the analysis and reporting for other monitoring work done in each AMP will be done pursuant to the AMP.

Annual Reconciliation of Program Costs

18. IEUA will conduct an annual reconciliation of the Project expenditures, grant funds received, and Project costs at the end of each fiscal year. Each Party to this Agreement will submit their project costs quarterly to IEUA for tracking purposes. If the reconciliation reveals that the actual amount of funds expended is in excess of the Project budget established through the AMP, for the fiscal year, then the budget shall be updated for the next fiscal year's budget to accurately reflect the Project budget.



Inland Empire
UTILITIES AGENCY

Term of this Agreement

19. This Agreement shall become effective starting on the Effective Date and will expire and thereupon terminate on June 30th of the tenth (10) fiscal year starting on July 1st of the first fiscal year following the Effective Date.

Miscellaneous Provisions

20. By entering into this Agreement, the Parties are expressing the terms and conditions upon which each is willing to proceed to complete the transactions described in this Agreement. To the extent that any action contained herein requires formal approvals or actions, such agreements shall not be binding unless and until such approvals or actions occur in accordance with applicable law, and then only in accordance with such approvals and actions.

21. The Parties hereto each acknowledge that each Party will, in reliance upon the execution of this Agreement, undertake substantial effort and expenditure of funds to achieve consummation of the transactions described herein. Therefore, each Party agrees to perform in good faith regarding this Agreement and without unreasonable delay.

22. Each Party executing this Agreement represents to the other Party that he or she has the authority necessary to execute this Agreement, and that no other consent or approvals are required or necessary for this Agreement to be binding.

23. The Parties agree to execute any other documents and to take such other and further action as may be reasonably necessary to implement the Agreement set forth herein.

24. Any notice may be served upon either Party by delivering it in person, or by depositing it in a United States Mail deposit box with postage thereon fully prepaid, and addressed to the Party at the address set forth below:

IEUA: Mr. Richard W. Atwater
Chief Executive Officer/General Manager
6075 Kimball Avenue
Chino, California 91710

WATERMASTER: Mr. John Rossi, Watermaster
9641 San Bernardino Road
Rancho Cucamonga, California 91730

Any notice given hereunder shall be deemed effective in the case of personal delivery,



Inland Empire
UTILITIES AGENCY

upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

25. Both Parties agree that any such claim, dispute, and matter of controversy arising out of or in relation to this Agreement, shall be considered in good faith by each Party. Each Party shall *meet and confer* with the other Party in a timely matter to resolve any such dispute. Should negotiations between the Parties fail to produce settlement of the subject claim, dispute, or matter of controversy, each Party shall be entitled to exercise all available remedies as prescribed by law in the State of California, San Bernardino County Superior Court, for resolution.

26. The Parties may execute duplicate originals of this Agreement or any other documents that they are required to sign or furnish pursuant to this Agreement.

27. The Parties may deliver signatures via facsimile as if an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the day and year first above written.

CHINO BASIN WATERMASTER

Dated: _____ By: _____

Title: _____

INLAND EMPIRE UTILITY AGENCY

Dated: _____ By: _____

Title: _____



Inland Empire
UTILITIES AGENCY

**MEMORANDUM OF AGREEMENT
2004-2005 ANNUAL MONITORING PLAN AND BUDGET**

Introduction

This Annual Monitoring Plan (AMP) and Budget, was developed jointly by Chino Basin Watermaster (Watermaster) and the Inland Empire Utilities Agency (IEUA) pursuant to the *Agreement for Cooperative Efforts, Common Monitoring Programs* dated _____, 2004. This Agreement created an Operating Committee whose purpose is the development, execution, and management of the monitoring programs conducted by Watermaster and IEUA.

Table 1 summarizes the work to be done during the 2004-2005 AMP and the share of cost between Watermaster and IEUA. These efforts and cost are described below.

Hydraulic Control Monitoring Program (HCMP)

Watermaster and IEUA will perform the first year's work for the HCMP per the HCMP Work Plan and as described in the Agreement. Table 2 is a line item cost estimate that summarizes the HCMP monitoring tasks and the related costs for the 2004-2005 AMP.

Groundwater Quality Monitoring Program and Basin Plan Groundwater Monitoring Exclusive of HCMP (GWQMP)

Table 1 summarizes the work to be done for the OBMP and Basin Plan Monitoring exclusive of the HCMP, the cost of this monitoring, and the share of cost between Watermaster and IEUA. Watermaster will conduct groundwater quality monitoring pursuant to the requirements of the Basin Plan amendment approved by the Santa Ana Regional Water Quality Control Board in 2004. Watermaster will perform its customary QA/QC procedures and maintain this information in its relational database. Watermaster will provide this information for use in subsequent Basin Planning efforts.

Recharge Basin Water Quality Monitoring Program (RBWQMP)

Table 1 summarizes the work to be done for the Recharge Basin Water Quality Monitoring Program, the cost of this monitoring, and the share of cost between Watermaster and IEUA. Table 2 contains the detailed cost breakdown and assumptions regarding the frequency of sampling. The scope of this effort is pursuant to the OBMP, Basin Plan exclusive of the HCMP, and the new requirements that will be included in the IEUA permit for the recharge of recycled water. Watermaster will obtain water quality samples from spreading basins in the Chino Basin. IEUA will analyze these samples for general minerals, general physical, ammonia, nitrate, nitrate, TKN, and TOC pursuant to Basin Plan requirements and for other constituents required in IEUA's permit for the



recharge of recycled water.

Title 22 Requirements for Recycled Water Recharge

The level of effort, responsibilities, cost and cost sharing have not yet been determine for all the required monitoring activities for this monitoring period. This AMP will be revised when this information becomes available.

Operating Committee and Tracking Cost

The Operating Committee will meet at least quarterly to review the activities conducted under the AMP. Watermaster and IEUA will keep records of their expenditures and provide copies to each other at the end of each calendar quarter. Watermaster and IEUA will review and approve these records. Watermaster and IEUA will each be responsible for their share of costs identified in Table 1. Based on the total cost incurred by each party and the cost sharing percentages identified in Table 1, Watermaster and IEUA will make financial arrangements to ensure that the cost sharing stated in Table 1 is achieved.

The term of this first AMP will run from April 1, 2004 through June 30, 2005.

Approved:

CHINO BASIN WATERMASTER

Dated: _____ By: _____

Title: _____

INLAND EMPIRE UTILITY AGENCY

Dated: _____ By: _____

Title: _____



Inland Empire
UTILITIES AGENCY

Table 1
Analytical and Labor Costs for Joint Water Quality Monitoring Programs in Chino Basin
Chino Basin Watermaster and Inland Empire Utilities Agency

Monitoring Program	Element	Percent Responsibility		Sampling Rounds	Surface Water Stations	Groundwater Wells	No of Samples/Year ¹	Analytical Unit Costs	Analytical Costs	Labor and Small ODCs	Outside Funding	Cost by Agency		
		CBWM	IEUA									CBWM	IEUA	
Groundwater Quality Monitoring Program (GWQMP)						57	57		\$17,005	\$66,710		\$41,857	\$41,857	
Analytical Costs														
	Wells with Standard Analytes + Perchlorate	50%	50%	1		37	37	\$265	\$9,805			\$4,903	\$4,903	
	Wells with Standard Analytes + perchlorate + VOCs	50%	50%	1		20	20	\$360	\$7,200			\$3,600	\$3,600	
Labor Costs														
	4 CBWM staff at 40% Full-time plus mileage	50%	50%							\$66,710		\$33,355	\$33,355	
Hydraulic Control Monitoring Program (HCMP)						11	34	502	\$133,030	\$66,710		\$99,870	\$99,870	
Analytical Costs														
	Surface Water Grab Samples 6 USGS stations; 5 ad hoc stations. Sampled every other week.	50%	50%	26	11		266	\$265	\$75,790			\$37,895	\$37,895	
	NAWQA Wells 8 USGS wells, 2 SARWC wells, sampled monthly	50%	50%	12		10	120	\$265	\$31,800			\$15,900	\$15,900	
	New HCMP Monitoring Wells Nine well clusters, six with three wells/cluster, three with two wells/cluster sampled quarterly	50%	50%	4		24	96	\$265	\$25,440			\$12,720	\$12,720	
Labor Costs														
	4 CBWM staff at 40% Full-time plus mileage	50%	50%							\$66,710		\$33,355	\$33,355	
Recharge Basin Water Quality Monitoring Program (RBWQMP)						22	559	\$255	\$142,545			\$92,923	\$92,923	
	Recharge Basins See Table 2 for Details of Recharge Basin Monitoring Program	50%	50%	varies	22		559	\$255	\$142,545	\$43,300		\$92,923	\$92,923	
Title 22 Monitoring Program for Phase 1 Basins (T22MP)							4199		\$283,543				\$505,343	
	Groundwater Monitoring ¹ (per 4/14/04 Findings of Fact/Conditions, Table 3 herein)	0%	100%				104	\$482	\$50,128	\$43,300			\$93,428	
	Lysimeter Monitoring (per 4/14/04 Findings of Fact/Conditions, Table 3 herein)	0%	100%				4095	\$57	\$233,415	\$178,500			\$411,915	
	Recharge Basin Monitoring (embedded in RBWQMP above)	50%	50%											
Totals						33	91	5317	\$576,123				\$234,650	\$739,993

¹ - Maximum theoretical number for the Recharge Basin Water Quality Monitoring Program
² - Includes piezometric monitoring

103

Table 1
Analytical and Labor Costs for Joint Water Quality Monitoring Programs in Chino Basin
Chino Basin Watermaster and Inland Empire Utilities Agency

Monitoring Program	Element	Percent Responsibility		Sampling Rounds	Surface Water Stations	Groundwater Wells	No of Samples/Year ¹	Analytical Unit Costs	Analytical Costs	Labor and Small ODCs	Outside Funding	Cost by Agency	
		CBWM	IEUA									CBWM	IEUA
Groundwater Quality Monitoring Program (GWQMP)													
Analytical Costs													
	Wells with Standard Analytes + Perchlorate	50%	50%	1		37	37	\$265	\$9,805			\$4,903	\$4,903
	Wells with Standard Analytes + perchlorate + VOCs	50%	50%	1		20	20	\$360	\$7,200			\$3,600	\$3,600
Labor Costs													
	4 CBWM staff at 40% Full-time plus mileage	50%	50%							\$66,710		\$33,355	\$33,355
Hydraulic Control Monitoring Program (HCMP)													
Analytical Costs													
	Surface Water Grab Samples 6 USGS stations; 5 ad hoc stations. Sampled every other week.	50%	50%	26	11		286	\$265	\$75,790			\$37,895	\$37,895
	NAWQA Wells 6 USGS wells, 2 SARWC wells, sampled monthly	50%	50%	12		10	120	\$265	\$31,800			\$15,900	\$15,900
	New HCMP Monitoring Wells five well clusters, six with three wells/cluster, three with two wells/cluster sampled quarterly	50%	50%	4		24	96	\$265	\$25,440			\$12,720	\$12,720
Labor Costs													
	4 CBWM staff at 40% Full-time plus mileage	50%	50%							\$66,710		\$33,355	\$33,355
Recharge Basin Water Quality Monitoring Program (RBWQMP)													
	Recharge Basins See Table 2 for Details of Recharge Basin Monitoring Program	50%	50%	varies	22		559	\$255	\$142,545	\$43,300		\$92,923	\$92,923
Title 22 Monitoring Program for Phase 1 Basins (T22MP)													
	Groundwater Monitoring (per 4/14/04 Findings of Fact/Conditions, Table 3 herein)	25%	75%				104	\$482	\$50,128	\$43,300		\$23,357	\$70,071
	Lysimeter Monitoring (per 4/14/04 Findings of Fact/Conditions, Table 3 herein)	25%	75%				4095	\$57	\$233,415	\$178,500		\$102,979	\$308,936
	Recharge Basin Monitoring (embedded in RBWQMP above)	50%	50%										
Totals													
					33	91	5317		\$576,123			\$360,986	\$613,657

1 - Maximum theoretical number for the Recharge Basin Water Quality Monitoring Program
2 - Includes piezometric monitoring

Task/Code/Description	Hours	Principal	Supervising	Senior	Associate	Field Tech/	Task	Total Labor	Always	New Equipment	Subcontractors	Laboratory	Introduction	Misc	Total GOC	Total by Subtask	Total for Task
Task 1 Prepare Sampling and Analysis Plan (SAP) for the 2005-2006 Drinking Water Quality Report																	
1.1 Prepare SAP	8	1	1				1	\$2,200								\$2,200	\$2,200
1.2 Prepare SAP	8						1	\$700								\$700	\$700
1.3 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.4 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.5 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.6 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.7 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.8 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.9 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.10 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.11 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.12 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.13 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.14 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.15 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.16 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.17 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.18 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.19 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.20 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.21 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.22 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.23 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.24 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.25 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.26 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.27 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.28 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.29 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.30 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.31 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.32 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.33 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.34 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.35 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.36 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.37 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.38 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.39 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.40 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.41 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.42 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.43 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.44 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.45 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.46 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.47 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.48 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.49 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.50 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.51 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.52 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.53 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.54 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.55 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.56 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.57 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.58 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.59 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.60 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.61 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
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1.66 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.67 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.68 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.69 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
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1.73 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
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1.86 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
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1.93 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.94 Prepare SAP	8						1	\$1,840								\$1,840	\$1,840
1.95 Prepare SAP	8						1	\$1,840								\$1,840	\$

Table 2
Sampling Schedule for Recharge Basins in the Chino Basin to Meet DOHS and RWQCB Requirements

Basin	Recharge Waters			Samples Per Month ²												Maximum Number of Samples for the First Monitoring Period	Maximum Cost for the First Monitoring Period at \$255 per Sample			
	Storm	Imported	Recycled	A	M	J	J	A ³	S ³	O	N	D	J	F	M			A	M	J
Management Zone 1																				
Brooks Street Basin	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
College Heights Basins	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Montclair Basin 1	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Montclair Basin 2	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Montclair Basin 3	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Montclair Basin 4	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Seventh and Eighth Street Basins	X			1	1	1	1	0	0	1	1	1	1	1	1	1	1	1	13	\$3,315
Upland Basin	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Management Zone 2																				
Ely Basins	X		X	2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Etiwanda spreading area (joint use of Etiwanda debris basin) ⁴	X	X		1	1	1	1	0	0	1	1	1	1	1	1	1	1	1	13	\$3,315
Hickory Basin ¹	X	X	X	2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Lower Day Basin	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
San Sevaine No. 1	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
San Sevaine No. 2	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
San Sevaine No. 3	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
San Sevaine No.'s 4 and 5	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Turner Basin No. 1 ¹	X	X	X	2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Turner Basin No. 234 ¹	X	X	X	2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Victoria Basin	X	X		2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Management Zone 3																				
Banana Basin ¹	X	X	X	2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Declez Basin ¹	X	X	X	2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Etiwanda Conservation Ponds ¹	X			1	1	1	1	0	0	1	1	1	1	1	1	1	1	1	13	\$3,315
IEUA RP3 Ponds ¹	X	X	X	2	2	2	2	0	0	2	2	2	2	2	2	2	2	2	26	\$6,630
Totals				43	43	43	43	0	0	43	43	43	43	43	43	43	43	43	559	\$142,545

1 -- IEUA designated Phase 1 Basins that will receive recycled water for recharge

2 -- Sampled and analyzed only when water is stored in a recharge basin for recharge. Those basins that are used for recycled water and imported water will be sampled twice per month for the first monitoring period. Basins that only store storm water and nuisance flow will be sampled once per month. Analyses, required for DHS and RWQCB, include general mineral, general physical, TDS, TOC, total organic nitrogen, nitrate, nitrite, and ammonia. Frequency may be reduced after this first monitoring period.

3 -- Assumed recharge operations have ceased during this period and that maintenance is being done

4 -- Assuming that imported water recharge at the Etiwanda Spreading Area has been put on hold pending resolution of K-Rat issues.

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CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

II. BUSINESS ITEMS

- D. CONSIDER AGREEMENT
BETWEEN OCWD, MWDOC,
IEUA, AND WATERMASTER
FOR THE JOINT USE OF
SERVICE CONNECTION OC-59



CHINO BASIN WATERMASTER

8632 Archibald Avenue, Suite 109, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

JOHN V. ROSSI
Chief Executive Officer

STAFF REPORT

DATE: May 13, 2004
May 20, 2004
May 27, 2004

TO: Committee Members
Watermaster Board Members

SUBJECT: AGREEMENT FOR USE OF MWD SERVICE CONNECTION OC-59

SUMMARY

Issue – Approval of agreement to continue use of the MWD Service Connection OC-59

Recommendations – Approve proposed agreement with OCWD, MWDOC, IEUA, and Watermaster for joint use of Service Connection OC-59, and authorize staff and counsel to make minor edits as needed.

Fiscal Impact – The agreement continues, but does not increase, the \$2 per acre foot charge for use of the connection. As this amount is budgeted, there would not be an additional fiscal impact to the Watermaster's budget.

BACKGROUND

In 1978 OCWD paid all the costs of the construction of said 300 c.f.s. OC-59 service connection, in the amount of \$1,066,397. Following the Agreement IEUA planned to carry out a long-term program of acquiring water from MWD to replenish the water supplies of the Chino Basin area, and to utilize OC-59 for the intention of taking water deliveries of assumed water. OCWD, MWDOC, and IEUA on July 24, 1979 entered into an Agreement to which IEUA agreed to purchase from OCWD the continuous right to 70 c.f.s. of the capacity of MWDOC and OCWD in OC-59. Conditions affecting the groundwater replenishment activities of IEUA in the Chino Basin area had changed since the execution of the 1979 Agreement. In 1988, it was determined that future water deliveries from OC-59 would be substantially less than 70 c.f.s. purchased. The capacity was revised in a 1988 Agreement.

SUMMARY OF AGREEMENT

Considering the stated facts, OCWD, MWDOC, and IEUA agree to:

- Rescind the 1988 Agreement.
- Watermaster shall pay to OCWD a surcharge equal to \$2.00 for each acre-foot of MWD water delivered to IEUA through OC-59 for groundwater replenishment.
- Unused capacity of OC-59 may be utilized by IEUA in order to facilitate the maximum utilization of OC-59 in meeting groundwater replenishment requirements.

- OCWD, IEUA, and Watermaster agree to coordinate deliveries of MWD water through OC-59 Agreement. IEUA and Watermaster will provide OCWD an MWDOC an estimated replenishment delivery schedule along with a schedule to MWD for deliveries of MWD water to OCWD and Watermaster through OC-59. Actual flow measurements and accounting for deliveries will be agreed upon. 24 hour advance notice will be given to IEUA and Watermaster to shut down diversion structures to recharge facilities.
- During the use of OC-59 for delivery of MWD water, MWD shall bill IEUA for deliveries.
- IEUA will take title to and possession of delivered water provided at OC-59. IEUA and Watermaster shall be fully responsible of all water delivered to IEUA at OC-59. OCWD will not be responsible to pay the cost of lost or diverted water.
- IEUA and Watermaster shall maintain agreed upon insurance stipulations within the Agreement. OCWD and MWDOC shall be named as additional insureds under each insurance policy.
- Notices provided shall be mailed by United States mail, postage prepaid, and addressed as stipulated in Agreement.
- Agreement may be terminated by any party upon 180 days written notice to the other parties.

RECOMMENDATION

Staff recommends approval of the agreement, as the continued use of this connection is critical to the recharge requirements for the basin.

AGREEMENT

THIS AGREEMENT made and entered into as of _____, 2004, by and between the ORANGE COUNTY WATER DISTRICT (hereinafter, "OCWD"), MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (hereinafter, "MWDOC"), and INLAND EMPIRE UTILITIES AGENCY (hereinafter, "IEUA"), and CHINO BASIN WATERMASTER (hereinafter, "Watermaster").

RECITALS

- A. Service Connection OC-59, located on the Rialto Reach of the Foothill Feeder, was constructed by Metropolitan Water District (hereinafter, "MWD"), pursuant to an Agreement between MWD, MWDOC and OCWD (hereinafter, the "MWD Agreement"), for use by MWDOC to deliver replenishment water to OCWD. Pursuant to the MWD Agreement, OCWD paid all of the costs of the construction of said 300 c.f.s. OC-59 service connection, in the amount of \$1,066,397 in 1978.
- B. Subsequent to the execution of the MWD Agreement, IEUA (formerly known as Chino Basin Municipal Water District), proposed to undertake a long-term program of acquiring water from MWD to replenish the water

supplies of the Chino Basin area, and to utilize OC-59 for the purpose of taking delivery of said water.

C. On July 24, 1979, OCWD, MWDOC and IEUA (formerly known as Chino Basin Municipal Water District), entered into an Agreement pursuant to which IEUA agreed to purchase from OCWD a perpetual right to 70 c.f.s. of the capacity of MWDOC and OCWD in OC-59 (hereinafter, the "1979 Agreement"), in order that IEUA might use such capacity in OC-59 in conjunction with the replenishment activities of IEUA in the Chino Basin area.

D. Subsequent to the execution of the 1979 Agreement, conditions affecting the groundwater replenishment activities of IEUA in the Chino Basin area have changed, and IEUA now contemplates that its future water deliveries from OC-59 will be substantially less than 70 c.f.s. set forth in the 1979 Agreement, and revised in the 1988 Agreement.

NOW, THEREFORE, in consideration of the facts set forth hereinabove, and the terms, conditions and covenants set forth hereinbelow, OCWD, MWDOC and IEUA do hereby agree as follows:

1. The 1988 Agreement is hereby rescinded.

2. MWDOC and OCWD agree to cooperate with IEUA and Watermaster in the use of OC-59 for delivery of MWD water to IEUA for the purpose of replenishing groundwater supplies within the Chino Basin area. In consideration for the use of OC-59 for such deliveries by Watermaster, Watermaster shall pay to OCWD a surcharge equal to \$2.00 for each acre-foot of MWD water delivered to IEUA through OC-59.

3. Any unused capacity of OC-59 may be utilized by IEUA for the purpose set forth herein, in order to facilitate the maximum utilization of OC-59 in meeting groundwater replenishment requirements.

4. OCWD, IEUA and Watermaster agree to coordinate deliveries of MWD water through OC-59. IEUA and Watermaster will provide OCWD and MWDOC with the estimated replenishment delivery schedule and jointly provide a schedule to MWD for deliveries of MWD water to OCWD and Watermaster through OC-59. Actual flow measurements and accounting for deliveries shall be agreed to through administrative documents approved by OCWD, IEUA and Watermaster. OCWD and MWDOC reserve the right to pre-empt and interrupt such deliveries of MWD water to Watermaster for their own use upon 24 hour advance telephonic notice, to allow IEUA and Watermaster to shut down the

diversion structures to the recharge facilities (Upland, Montclair, Brooks, and College Heights).

5. During periods when Watermaster/IEUA uses OC-59 for the delivery of MWD water, MWD shall bill IEUA directly for such amounts delivered. IEUA shall pay to OCWD, by the last day of each month following the month in which such deliveries were made, the surcharge of \$2.00 per acre foot for each acre-foot of water so purchased from MWD by IEUA. In addition, IEUA and Watermaster agree to pay to OCWD their pro rata share for any MWD rates and charges for deliveries through OC-59 on an annual basis.

6. IEUA shall take title to and possession of the water delivered to it as provided herein at Service Connection OC-59. IEUA and Watermaster shall have the full obligation for and responsibility of all water delivered to IEUA at OC-59, including water which may be lost or not diverted to spreading facilities being utilized by IEUA. OCWD shall not be obligated to pay the cost of any such waters that may be lost or diverted.

7. IEUA, Watermaster and OCWD promise and agree that they will at all times while utilizing OC-59 for their respective purposes, indemnify

and save harmless each other and MWDOC from and against all loss, cost, damage, and expense including but not limited to reasonable engineer's and attorney's fees and from and against any and all claims or demands on account of injury to person or property or for any claim on account of the rights and duties arising out of this Agreement or arising out of the within described use of OC-59, including, but not limited to, delivery and transportation of water by means of San Antonio Creek Channel. IEUA and Watermaster shall maintain the following insurance coverage during the term hereof with respect to the use of OC-59: Comprehensive Personal Injury and Property Damage liability Insurance, including automobiles, with minimum personal injury liability limits of \$500,000 per person and \$1,000,000 per occurrence, and property damage liability limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.

OCWD and MWDOC shall be named as additional insureds under each such policy of insurance, and each such policy may not be canceled or the coverage thereunder reduced until thirty (30) days after notice by registered mail to OCWD and MWDOC.

A certificate of insurance shall be filed with OCWD and MWDOC as to coverage in force at the beginning of each policy period.

It is the intent of IEUA to become self insured within the limits as required herein above. At such time as IEUA declares itself as self insured, satisfactory evidence of maintenance of reserves or other funds in amounts equal to or greater than the above referenced insurance coverage limits shall be furnished to OCWD and MWDOC.

8. Notices provided for herein shall be given by placing the same in the United States mail, postage prepaid, addressed as follows:

TO: ORANGE COUNTY WATER DISTRICT

10500 Ellis Ave

Fountain Valley, California 92708

TO: MUNICIPAL WATER DIST OF ORANGE COUNTY

10500 Ellis Ave

Fountain Valley, California 92708

TO: INLAND EMPIRE UTILITIES AGENCY

PO Box 9020

Chino Hills, CA 91709

TO: CHINO BASIN WATERMASTER

9641 San Bernardino Road

Rancho Cucamonga, California 91730

9. This Agreement may be terminated by any party upon 180 days written notice to the other parties.

10. This Agreement represents the entire understanding of OCWD, MWDOC, Watermaster and IEUA as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement. This Agreement shall be governed by the laws of the State of California and construed as if drafted by all parties hereto. Except as provided in Paragraph 9, this Agreement may not be modified, altered or amended except in writing by OCWD, MWDOC, Watermaster and IEUA.

11. All of the terms, conditions and provisions of this Agreement shall insure to the benefit of, and be binding upon OCWD, MWDOC, Watermaster and IEUA and their respective successors and assigns. Notwithstanding the foregoing, neither this Agreement nor any of the rights or obligations here under may be assigned or transferred by IEUA or Watermaster without the prior written consent of OCWD and MWDOC.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first written hereinabove.

ORANGE COUNTY WATER DISTRICT

By _____

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

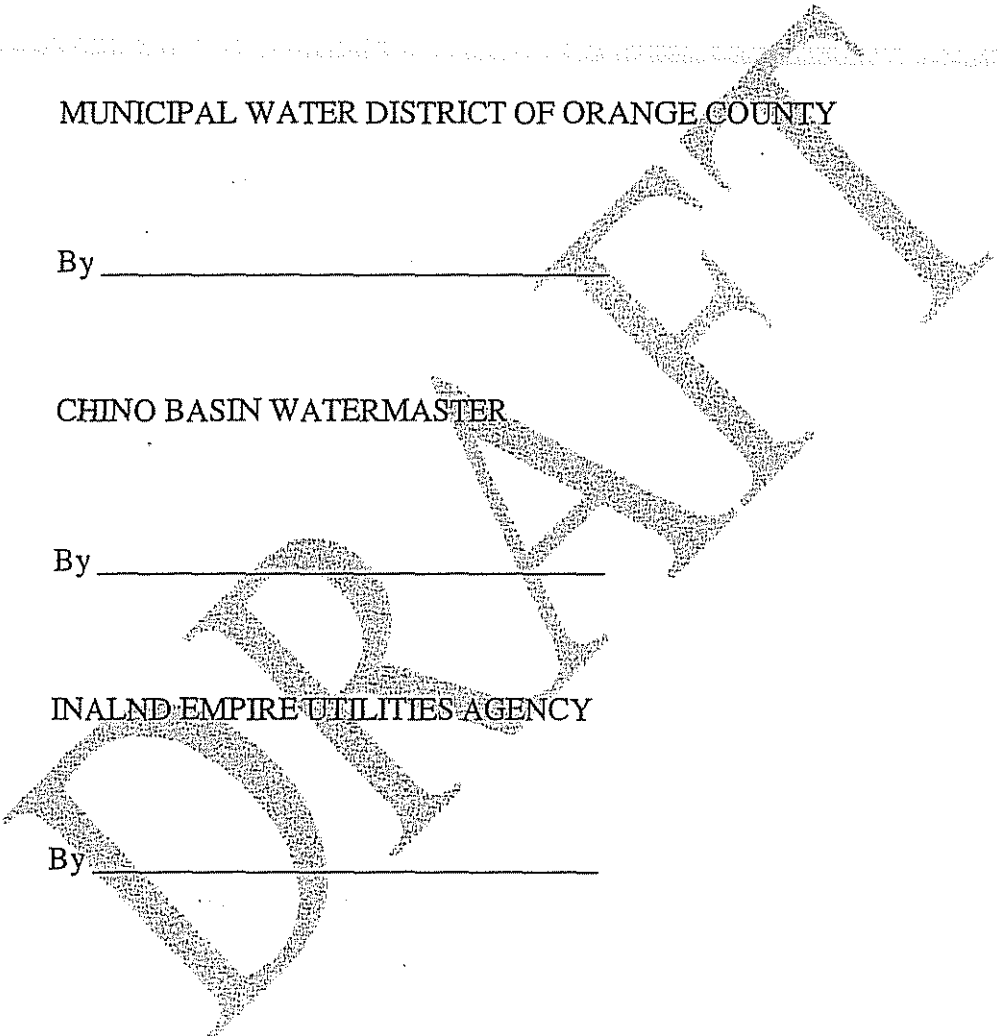
By _____

CHINO BASIN WATERMASTER

By _____

INLAND EMPIRE UTILITIES AGENCY

By _____



CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

III. REPORTS/UPDATES

B. CEO/STAFF REPORT

1. Staff to Present Draft Recharge Operating Plan

Annual Operating Plan

Agency Name Inland Empire Utilities Agency

**CHINO BASIN WATERMASTER
Annual Operating Plan**

Acre-Feet Fiscal Year 03-04	ACTUAL							ESTIMATED					Total
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Conjunctive Use Plan - Storage													
Planned Storage													
Direct													
Service Connections													
CB-13T	310	424	419	-									1,152
CB-14T	174	427	711	-									1,311
CB-59													-
	483	850	1,130	-	-	-	-	-	-	-	-	-	2,463
In-Lieu													
Service Connections													
CB-12	-		727	1,125	2,065	1,793	121	1,010	1,000	1,000	1,579	1,579	12,000
CB-16	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	727	1,125	2,065	1,793	121	1,010	1,000	1,000	1,579	1,579	12,000
Subtotal Storage	483	850	1,857	1,125	2,065	1,793	121	1,010	1,000	1,000	1,579	1,579	14,463
Replenishment Deliveries													
Replenishment													
Direct													
Service Connections													
CB-13T	-	-	-	660	275	277	-	-	300	400	400	400	2,711
CB-14T	-	-	-	707	342	245	-	-	300	200	200	200	2,194
CB-59	-	-	-	244	1,000	904	497	363	300	1,500	1,500	1,500	7,807
	-	-	-	1,611	1,617	1,425	497	363	900	2,100	2,100	2,100	12,713
In-Lieu													
Service Connections													
CB-12	-	-	-	-	-	-	-	-	-	-	-	-	-
CB-16	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
Cyclic Account												10,587	10,587
Subtotal Replenishment	-	-	-	1,611	1,617	1,425	497	363	900	2,100	2,100	12,687	23,299
Total All Deliveries	483	850	1,857	2,736	3,682	3,219	618	1,373	1,900	3,100	3,679	14,266	37,762

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May 27, 2004

9:00 a.m. – Advisory Committee Meeting

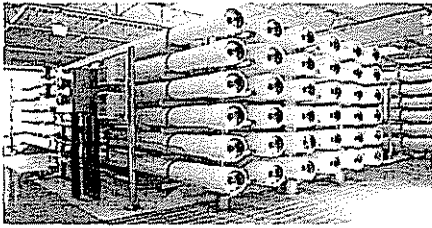
And

11:00 a.m. – Watermaster Board Meeting

III. REPORTS/UPDATES

B. CEO/STAFF REPORT

2. Staff to Present the Chino I and Chino II Desalter Projects
Groundwater Monitoring and Mitigation Plan



Chino Basin Desalter Authority

APR 23 2004

April 20, 2004

Mr. John Rossi
Chief Executive Officer
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, California 91730

RE: CHINO I AND CHINO II DESALTER PROJECTS GROUNDWATER
MONITORING AND MITIGATION PLAN

Dear Mr. Rossi:

The Chino Basin Desalter Authority is pleased to provide you with the Final Draft of the Chino I and Chino II Desalter Projects Groundwater Monitoring and Mitigation Plan dated October 23, 2004.

Thank you for your cooperation and assistance in this regard. If you would like to discuss this matter, or if I can be of assistance, please contact me.

Sincerely,

Tom O'Neill
Senior Project Manager

Copy: Carole McGreevy
CDA Board of Directors
CDA Technical Committee
Admin\7020 CBWMLtr to JRossi re Final GWMMP 04 20 04.doc

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*Chino I and Chino II Desalter Projects
Ground Water Monitoring and Mitigation Plan*

Prepared for : The Chino Basin Desalter Authority

DRAFT

October 23, 2003

GEOSCIENCE Support Services, Inc.

Tel: (909) 920-0707

Fax: (909) 920-0403

Mailing: P. O. Box 220, Claremont, CA 91711

1326 Monte Vista Ave., Suite 3, Upland, CA 91786

email: email@geoscience-water.com

**CHINO I AND CHINO II DESALTER PROJECTS
MONITORING AND MITIGATION PLAN**

CONTENTS

1.0 INTRODUCTION 1

 1.1 Location of Project Area..... 1

 1.2 Purpose and Scope 2

2.0 MONITORING WELL NETWORK..... 4

 2.1 Chino I Monitoring Wells..... 5

 2.2 Chino II Monitoring Wells 5

 2.3 Changes to the Monitoring Well Network..... 5

3.0 MONITORING AND REPORTING 6

 3.1 Monitoring Frequency 6

 3.2 Reporting Procedures..... 6

4.0 EMERGENCY RESPONSE AND MITIGATION PLAN..... 7

 4.1 Emergency Response..... 9

 4.2 Impact Assessment 10

 4.3 Mitigation Plan 12

5.0 TECHNICAL REVIEW TEAM..... 13

 5.1 Representation 13

 5.2 Responsibilities..... 14

 5.3 Recommendations to the CDA 14

6.0 REFERENCES..... 15

FIGURES, TABLES, APPENDICES

FIGURES

No.	Description
1	General Project Location
2	Chino I and Chino II Monitoring Wells

TABLES

No.	Description
1	Chino I Monitoring Wells
2	Chino II Monitoring Wells
3	Summary of Well Monitoring Frequency

APPENDICES

Ltr.	Description
A	Claim for Damages Form
B	Private Well Inspection Form

CHINO I AND CHINO II DESALTER PROJECTS GROUND WATER MONITORING AND MITIGATION PLAN

1.0 INTRODUCTION

The Chino Basin Desalter Authority (CDA) currently operates a desalination facility (Chino I) in the southern portion of the Chino Basin, near the Chino Airport (Figure 1). The facility consists of eleven production wells and a reverse osmosis treatment facility that were constructed beginning in 1997 and began operating in summer 2000. Production limitations at the existing facility and additional production requirements associated with implementation of the Optimum Basin Management Program have prompted the expansion of the existing facility with up to four more wells and additional treatment plant capacity. In addition, a second facility (Chino II) with up to eleven wells is planned to the east of the first one. The existing facility and wells (Chino I), the expansion portion of the existing facility (Chino I expansion) and the new facility and wells (Chino II) are referred to collectively in this report as the Chino Desalter.

1.1 Location of Project Area

The Chino Desalter is located within the Chino Basin in the southwestern portion of San Bernardino County and the northwest portion of Riverside County (Figure 1). The Chino Basin is a structural depression located between the San Gabriel Mountains to the north and the Chino and La Sierra Hills to the south. The valley floor, referred to as the Chino Plain (DWR, 1970), slopes gently to the south toward the Santa Ana River. Prominent physiographic features in the vicinity of the Project Area are the Chino Hills to the west-southwest, the Prado Flood Control Basin to the south, the Santa Ana River to the southeast and east, and the Chino Plain to the north.

1.2 Purpose and Scope

Based on the Draft Subsequent Environmental Impact Report (SEIR) and ground water modeling studies that support the SEIR (GEOSCIENCE, 2001), it has been determined that the Chino Desalter has the potential to lower ground water levels in existing agricultural wells in the vicinity of the Chino Desalter wells (Tom Dodson and Associates, 2001). Although the OBMP projects production from the Chino Desalter wells will replace declining agricultural production in the southerly part of the Chino Basin, and thus sustain approximately the same amount of gross production in this area, the purpose of the monitoring/mitigation program is to address potential localized impacts associated with the location and production patterns of the Chino Desalter wells. This Comprehensive Ground Water Monitoring and Mitigation Plan (CGMMP) has been developed as required by and in accordance with Section 4.3.4 of the SEIR (dated November 2001) and comments and responses to the SEIR (dated January 2002) to enable ground water level measurement and to provide plans to mitigate potential impacts to existing agricultural wells.

The objectives of the CGMMP are to:

1. Outline a ground water monitoring network that is adequate to assess potential ground water level declines resulting from the operation of the Chino Desalter wells;
2. Describe a ground water monitoring program that enables the continued establishment of baseline ground water conditions (prior to Chino Desalter pumping) and institutes an early warning system of potential ground water level impacts during Chino Desalter well operations;
3. Assess and differentiate impacts associated with the operation of the Chino Desalter wells relative to other agricultural wells operating in the vicinity, which, along with the Chino Desalter wells, may collectively impact, or contribute to impacting, agricultural wells in the vicinity; and

4. Provide a mitigation plan of sufficient detail to ensure that impacts to existing agricultural pumpers, as a result of ground water level declines from operation of the Chino Desalter wells, are remediated in an expeditious manner.

In support of outlining a ground water monitoring network and describing a ground water monitoring program, the Chino Basin Watermaster (Watermaster) currently monitors ground water levels in selected wells from a system of nearly 600 monitoring wells in the region of the Chino Desalter, including 130 monitoring wells in the immediate vicinity of Chino I and 139 monitoring wells in the immediate vicinity of Chino II. In addition, the Watermaster also monitors ground water levels in 141 monitoring wells in this area as part of another monitoring program. This system of ground water monitoring wells will be described in greater detail in Section 3.0.

Establishment of “baseline” ground water levels for the regional and ground water system in advance of project startup is critical. The Watermaster has and will continue to monitor ground water levels from a monitoring well network on a regular basis, prior to project startup, to establish water level trends (baseline hydrograph) resulting from local and regional pumping and seasonal effects. The resulting baseline hydrograph will serve as a “benchmark” against which ground water levels monitored during Chino Desalter operation are compared. Based on proximity to proposed Chino Desalter well sites, existing agricultural well pump settings and efficiency may also be assessed upon owner consent.

Chino Desalter ground water pumping will be adjusted during operation, where feasible, to aid minimization of drawdown in the vicinity of existing agricultural wells. Operational (i.e. pumping) adjustments will be made in the context of regional ground water level trends (not individual wells) as collected from the monitoring system consisting of existing wells currently monitored by the Watermaster. This network may be augmented through addition of existing wells or construction of new monitoring wells as deemed necessary. Ground water levels will be monitored on a regular basis. The monitoring network is described in detail in Section 2.0. Monitoring protocol details are outlined in Section 3.0.

Potential impacts to existing pumpers in the vicinity of the Chino Desalter will be addressed through a Response and Mitigation Plan. This plan outlines a protocol to evaluate reported adverse impacts and delineates criteria for determining responsibility for these impacts. In the event that a well owner reports an impact, the CGMMP includes a protocol to supply emergency water to affected parties, if requested per Section 4.1, in case of the following impacts:

1. Decreased pump production efficiency resulting from ground water level decline,
2. Ground water levels lowered below pump intake;
3. Ground water levels lowered below effective depth of well; and
4. Increased pumping costs due to depressed ground water levels.

2.0 MONITORING WELL NETWORK

The monitoring network proposed for the Chino Desalter consists of the wells currently monitored by the Watermaster for the Chino I and Chino II desalter water level monitoring program. As part of this program, the Watermaster currently monitors ground water levels in a well network comprised of approximately 250 wells in the vicinity of the Chino Desalter. The monitoring wells specific to the Chino Desalter have been grouped by the Watermaster into Chino I monitoring wells and Chino II monitoring wells. The monitoring frequency of the wells in this network varies from weekly to infrequently (only a few times a year). It is anticipated that Watermaster will continue to monitor ground water levels in these wells prior to and during Chino Desalter operation.

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2.1 Chino I Monitoring Wells

A summary of wells designated by the Watermaster for monitoring ground water levels in the vicinity of the Chino I extraction wells is shown in Table 1. Chino I ground water monitoring well locations are shown on Figure 2. This monitoring well network consists of approximately 160 wells located within approximately one mile of the Chino I expansion extraction wells (30 of the wells also are included in the Chino II monitoring well network).

2.2 Chino II Monitoring Wells

A summary of wells designated by the Watermaster for monitoring ground water levels in the vicinity of the Chino II extraction wells is shown in Table 2. The locations of the Chino II ground water monitoring wells are shown on Figure 2. The Chino II monitoring well network consists of approximately 120 wells situated within approximately one mile of the Chino II extraction wells (30 of the wells also are included in the Chino I monitoring well network).

2.3 Changes to the Monitoring Well Network

The monitoring network outlined in this plan represents the wells currently monitored by the Watermaster to assess ground water level declines associated with operation of the Chino Desalter. As additional data become available during the course of Chino Desalter well field construction and operation, the number and location of monitoring features may be refined, as necessary, to assess more adequately ground water conditions in the area. All proposed changes to the monitoring network will be submitted, in writing, to a technical review team (TRT) for review and consideration (see Section 5 for details regarding the TRT). If approved by the TRT, the recommended changes to the monitoring network would be submitted to the Watermaster and CDA for approval and final implementation.

3.0 MONITORING AND REPORTING

3.1 Monitoring Frequency

The Watermaster monitors ground water levels in each of the wells in the Chino I and Chino II well sets at prescribed intervals as summarized in Table 3. As of the preparation of this document, a total of 24 wells are monitored on a weekly basis; an additional 111 wells are monitored once every other week; an additional 124 wells are monitored on a monthly basis. All of the wells monitored at these intervals are within approximately one mile of the Chino Desalter wells.

All proposed changes to the monitoring frequency will be submitted, in writing, to the TRT for review and consideration as described in Section 5. If approved by the TRT, the recommended changes to the monitoring network would be submitted to the Watermaster and CDA for final approval and implementation.

3.2 Reporting Procedures

Reports summarizing all monitoring data, refinements of the parameters used in the Watermaster's ground water model, revisions to the monitoring well network and monitoring frequency, and any other recommendations of the TRT will be prepared on an annual basis. The Watermaster will be responsible for the preparation of annual reports beginning one year after commencement of project construction.

Each report will contain the following components:

- Baseline ground water level conditions (to be defined in the first report);
- Tables summarizing ground water production for each project extraction well;
- Tables summarizing depth to static water level and ground water elevation measurements for all observation wells;

- Hydrographs of selected observation wells;
- Tables summarizing frequency of monitoring well sampling;
- Ground water elevation contours;
- Summary of project developments, such as changes in extraction operations or construction of new monitoring or production wells;
- Discussion of project extraction operations, and trends in ground water levels as compared to the baseline conditions;
- Updated ground water flow model results; and
- Summary of refinements to the CGMMP.

All annual reports will include electronic data files and model input and output files. The annual reports will be available to agencies, organizations, interest groups, and the general public upon written request to CDA.

4.0 RESPONSE AND MITIGATION PLAN

As Chino Desalter operations are anticipated to lower ground water levels, a response and mitigation plan has been developed in the event that existing agricultural wells are adversely impacted. Potential impacts requiring mitigation could include:

- Decrease in pump efficiency in excess of five percent (5%) of baseline as a result of lowered ground water levels;
- Ground Water levels lowered below pump intake;
- Ground Water levels lowered below effective depth of well; and
- Increase pumping costs in excess of five percent (5%) of baseline due to lowered ground water levels.

The CDA Board of Directors (“CDA Board”) shall appoint a coordinator (the “CDA Coordinator”) to implement this mitigation plan. CDA’s actions to address property owner (“Claimant”) allegations of agricultural well impacts under this Mitigation and Monitoring Plan shall in no manner be construed as acceptance of liability or responsibility for any alleged well impacts.

Any written claims of well impact allegedly due to operation of the Chino Desalter will be treated as a “claim” pursuant to the California Government Tort Claims Act and will be addressed according to the following general approach:

- As detailed in Sections 4.1-4.3 below, CDA will provide for an interim supply of water to the Claimant for purposes of enabling CDA to evaluate the alleged impact on the claimant’s well;
- The CDA Coordinator will immediately obtain the data necessary to assess the cause of well/pump problems;
- The CDA Coordinator will review the data and make a determination as to whether the well impact is attributable to Chino Desalter pumping or other factors not associated with Desalter operation;
- If the CDA Coordinator determines that the well/pump impact is not attributable to Chino Desalter well pumping, the CDA Coordinator will notify the Claimant within __ days of such determination and, and upon the Claimant’s request, make its best efforts to provide water for a maximum of thirty (30) days at the Claimant’s sole cost and expense; and
- If the CDA Coordinator finds the well/pump problem is attributable to Chino Desalter pumping, then further mitigation measures will be implemented as described in Section 4.2 below.

Concurrently with the above-referenced actions, the CDA Board will review, consider and accept or reject the claim pursuant to the requirements and timelines set forth in the California Government Tort Claims Act.

4.1 Response

Many of the individual well owners in the vicinity of the Chino Desalter have backup plans for an emergency supply of water should their existing water supply system fail. As an additional backup, a response plan has been developed that includes measures for providing temporary water where water system failure is allegedly caused by Chino Desalter pumping (“Temporary Water”). Provision of Temporary Water and/or other emergency response measures may be immediately implemented until the exact cause of the impact is determined or, if necessary, mitigation is implemented. Response measures may include:

- Connections to existing potable, raw water or recycled water supplies in accordance with regulatory and local jurisdictional requirements;
- Use of existing piping/pumping facilities;
- Use of existing well owner back up wells and other miscellaneous facilities available;
- Use of neighboring owners’ facilities; and
- Trucking of water to the Claimant in conformance with water quality requirements consistent with intended use of water.

Implementation of emergency response measures by the CDA will require a written claim for damages from the impacted party (“Claimant”) (see Appendix A for Claim for Damages Form). CDA’s implementation of response measures shall not be construed as an acceptance of liability and/or responsibility for water system failures; such measures reflect only CDA’s mitigation of potential damages. The Claim for Damages Form includes a right of entry authorization and release of liability (“Claim Form”). Once the Claim Form has been received, the CDA

Coordinator will immediately arrange a temporary supply of water, if necessary. The Claim Form will be required to allow the CDA Coordinator or his designee to inspect the well and collect the data necessary to determine the cause of the impact. Temporary Water will be discontinued unless the Claimant provides inspection access and all available information related to the claim within 24 hours of submission of the claim.

4.2 Impact Assessment

After a well impact has been reported to the CDA (and concurrent with the supply of Temporary Water, if needed), the CDA Coordinator will be responsible for the inspection and data collection necessary to assess the cause of the impact. Certain basic information must be obtained regarding the well and pumping equipment before an assessment of Chino Desalter well related impacts and potential mitigation measures can be evaluated (see Appendix B for Private Well Inspection Form). All information collected to assess well impact will be evaluated by CDA and summarized in a brief letter report or technical memorandum and submitted to the Claimant. The report or technical memorandum will include a preliminary determination as to whether the claim is attributable to the Chino Desalter well operation. It will also summarize future steps, if any, to be taken.

In the event that the Claimant submits a written challenge to any preliminary determination by the CDA Coordinator, a copy of the Claimant's challenge and CDA Coordinator's report or technical memorandum will be distributed to the Technical Review Team ("TRT"), as defined in Section 5, *infra*. The TRT will meet and render an opinion regarding whether Chino Desalter well pumping has caused the well/pump-related impact, as described in Section 5. In the event that the TRT determines that the well/pump-related impact is not caused by Chino Desalter well pumping, no mitigation will be recommended. If the TRT determines that the well/pumping-related impact may be a result of Chino Desalter well pumping, the TRT may submit a written recommendation that the claim be mitigated by the CDA. During the pendency of the claim before the TRT, the CDA Board may act on the claim in accordance within the California Government Tort Claims Act. Upon receipt of a written recommendation from the TRT that a

claim be mitigated by CDA, CDA shall conduct a hearing on the TRT's recommendation at its next regularly scheduled Board meeting, which hearing may be held concurrently with or subsequent to any CDA Board action pursuant to the California Government Tort Claims Act. The CDA Coordinator shall provide written notice to the Claimant of the date, time and location of the hearing. The Claimant shall have the opportunity to address the CDA Board at the hearing. The CDA Board shall consider all evidence presented to it and determine whether the impact is attributable to Chino Desalter well activities.

If the CDA Board approves the recommendation of the TRT, the CDA will direct CDA staff to carry out the approved mitigation measures in an expedited manner.

The following detailed procedures may be utilized to collect the information necessary to assess impacts to private wells:

- Perform an SCE-type pump test to evaluate pumping and static water levels, current well specific capacity and current pump condition;
- Temporarily pull the pump from the well;
- Verify the current pumping equipment, including pump and motor type, pump and motor manufacturer, model number and specifications, pump performance curves, and pump set depth;
- Evaluate SCE test results in conjunction with pump manufacturers' performance specifications. If the pump is found to be worn out, the Claimant will be responsible for pump replacement;
- Measure well diameter and current well depth;
- Conduct a down-hole video log to confirm the condition of the casing and perforated intervals. If the well integrity is questionable due to well age or excessive corrosion, or if the well produces sand due to corrosion holes in the casing, the Claimant shall be responsible for well repair or replacement;

- Reinstall the pump. As a preliminary mitigation measure, the pump may be set to a greater depth (if possible and warranted based on anticipated pumping and static water levels);
- Install a one-inch diameter PVC water-level sounding tube when resetting pump;
- Install a pressure transducer in the sounding tube to obtain ongoing ground water level data from the well. The transducer will provide a continuous record of pumping levels, as well as the approximate static ground water level when the pump is periodically shut off;
- Initiate a monitoring program to collect data regarding the well pumping rate and pressure, cumulative volume pumped, pumping ground water levels, and static ground water levels; and
- Prepare a report or technical memorandum summarizing the information collected during the well inspection and testing.

4.3 Mitigation Plan

In the event that the CDA Board determines that pumping from the Chino Desalter wells has adversely impacted an existing well, CDA may implement a mitigation measure(s) for the existing well to restore the lost production. Mitigation measures that could be adopted to address impacts attributed to the Chino Desalter include the following:

- If pump submergence is inadequate, lower the pump, if possible.
- If well capacity is adequate but pump manufacturer specifications indicate that the current pump is undersized due to additional pumping lift drawdown caused by the Chino Desalter wells, replace the pump with a higher head pump.
- In the event that the well depth limits the ability to mitigate drawdown caused by operation of the Chino Desalter wells, drill a replacement well or provide an alternate source of water.

5.0 TECHNICAL REVIEW TEAM

A Technical Review Team (TRT) will be formed as part of the CGMMP to periodically review data and technical reports resulting from claims of well impact due to operations of the Chino Desalter wells. The TRT will consist of engineers and/or hydrologists assigned by the stakeholders (as defined in Section 5.1 below) in the vicinity of the Chino Desalter. The TRT shall review data and technical analyses collected by the CDA Coordinator or collected from other sources and provide technical comments and recommendations to the CDA Board regarding the source of impacts allegedly caused by Chino Desalter wells.

5.1 Representation

The TRT shall consist of up to two technical experts appointed by each of the following groups:

- CDA;
- Appropriative Pool, as that group is defined in Exhibit “E” to the Judgment entered in San Bernardino Superior Court Case No. RCV 51010 entitled Chino Basin Municipal Water District v. City of Chino, et al.;
- Agricultural Pool, as that group is defined in Exhibit “E” to the Judgment entered in San Bernardino Superior Court Case No. RCV 51010 entitled Chino Basin Municipal Water District v. City of Chino, et al.; and
- Milk Producers Council.

Additionally, the CDA may consult with other public agencies deemed to have relevant expertise or interest such as the California State Department of Water Resources, the Chino Men’s and Women’s Institutes (State of California), the California Department of Toxic Substances Control, the Orange County Water District and/or the California Regional Water Quality Control Board – Santa Ana Region (RWQCB), as necessary. The CDA may also invite guests to participate in meetings of the TRT to present, explain, or clarify the data and analyses collected in accordance with the CGMMP.

5.2 Responsibilities

The CDA Coordinator will convene timely meeting(s) of the TRT to review and make recommendations to the CDA Board regarding monitoring claims of adverse impacts allegedly caused by Chino Desalter activities and changes to the CGMMP. After the startup of Chino I expansion and Chino II desalter wells, the TRT will meet at the request of the CDA Coordinator or as necessary (minimum of one time per year) to:

- Review and analyze monitoring data and updated model results;
- Review data and information collected to assess adverse impacts to preexisting wells in the vicinity of the Chino Desalter;
- Provide recommendations to the CDA Board regarding submitted claims of adverse impacts to preexisting wells as a result of Chino Desalter operations; and
- Review proposed refinements to the CGMMP.

5.3 Recommendations to the CDA

TRT recommendations to the CDA may include (but are not limited to):

- Changes to the number or location of monitoring wells;
- Changes in monitoring frequency;
- Changes in monitoring technology;
- Refinement of action criteria for evaluating potential adverse impacts to preexisting wells;
- Refinement of models;
- Other modifications to the CGMMP; and
- Mitigation measures for impacted well owners.

6.0 REFERENCES

Chino Basin Watermaster, 2003. *Optimum Basin Management Program, Management Zone 1 (MZ-1) Interim Monitoring Program, Draft Work Plan*, January 8, 2003.

GEOSCIENCE Support Services, Inc., 2001. *Geohydrologic Analysis and Ground Water Flow Model of Proposed Chino Desalter System Projects Area*. August 31, 2001. Prepared for Santa Ana Watershed Project Authority/RBF Consulting.

Tom Dodson and Associates, 2001. *Volume 1, Draft Subsequent Environmental Impact Report. Chino I Desalter Expansion and Chino II Desalter Project*. November 2001. Prepared for the Chino Basin Desalter Authority.

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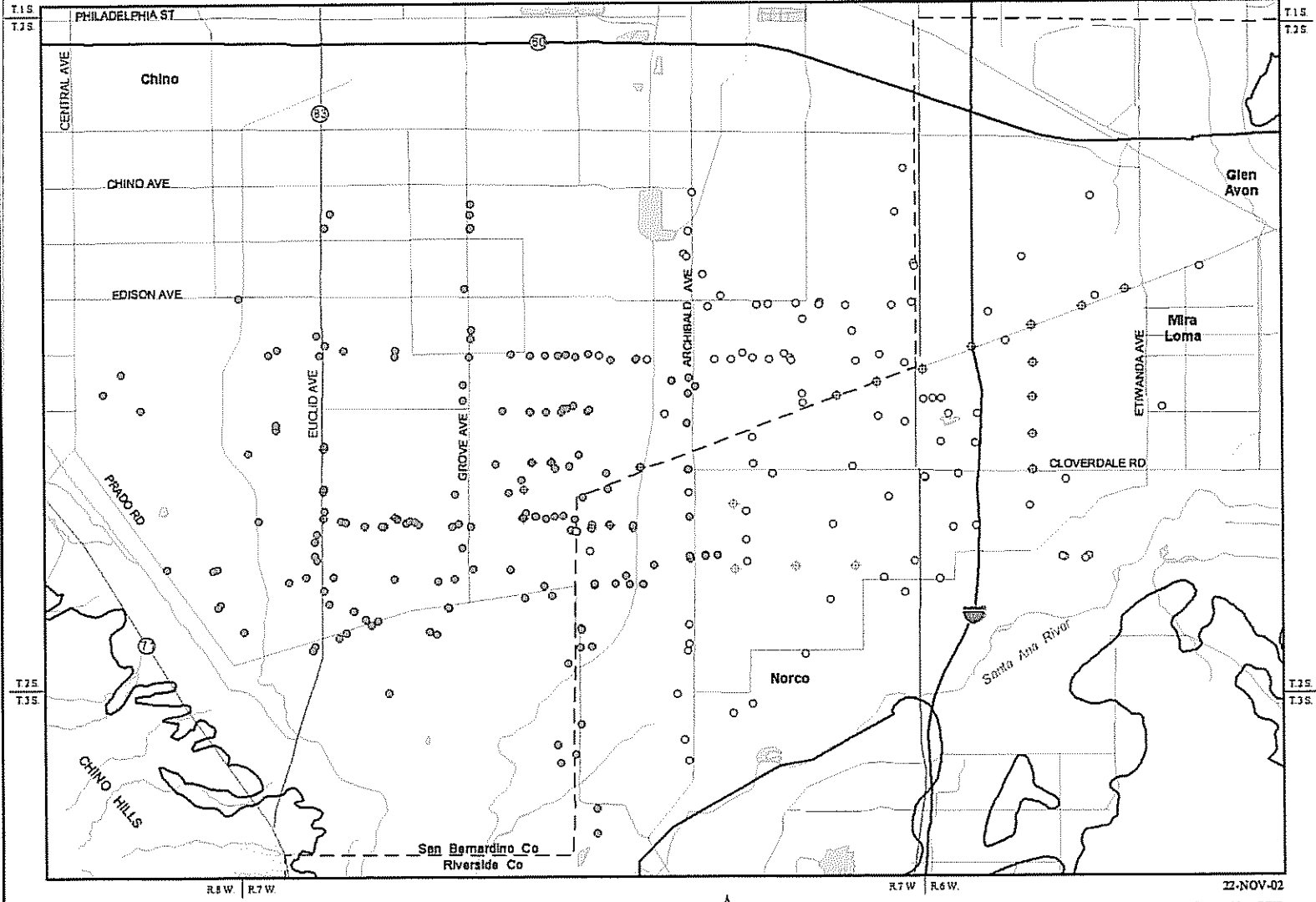
CHINO BASIN DESALTER AUTHORITY

CHINO I AND CHINO II DESALTER PROJECTS - GROUND WATER MONITORING AND MITIGATION PLAN

CHINO I AND CHINO II MONITORING WELLS

EXPLANATION

- Chino I Monitoring Wells
- Chino II Monitoring Wells
- Wells Monitored for Both Chino I and Chino II
- ⊕ Chino I Production Wells
- ⊕ Chino II Production Wells (Proposed)
- ⊕ Chino I Expansion Wells
- ▭ Chino Basin Boundary
- - - County Boundary
- Road Classifications
- Freeway
- State Highway
- Street
- ▨ Body of Water
- Creek or River



DRAFT

22-NOV-02

Prepared by: DWB

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Figure 2

Map Projection:
 UTM 1927 (Zone 11)
 Central Meridian: -117 degrees

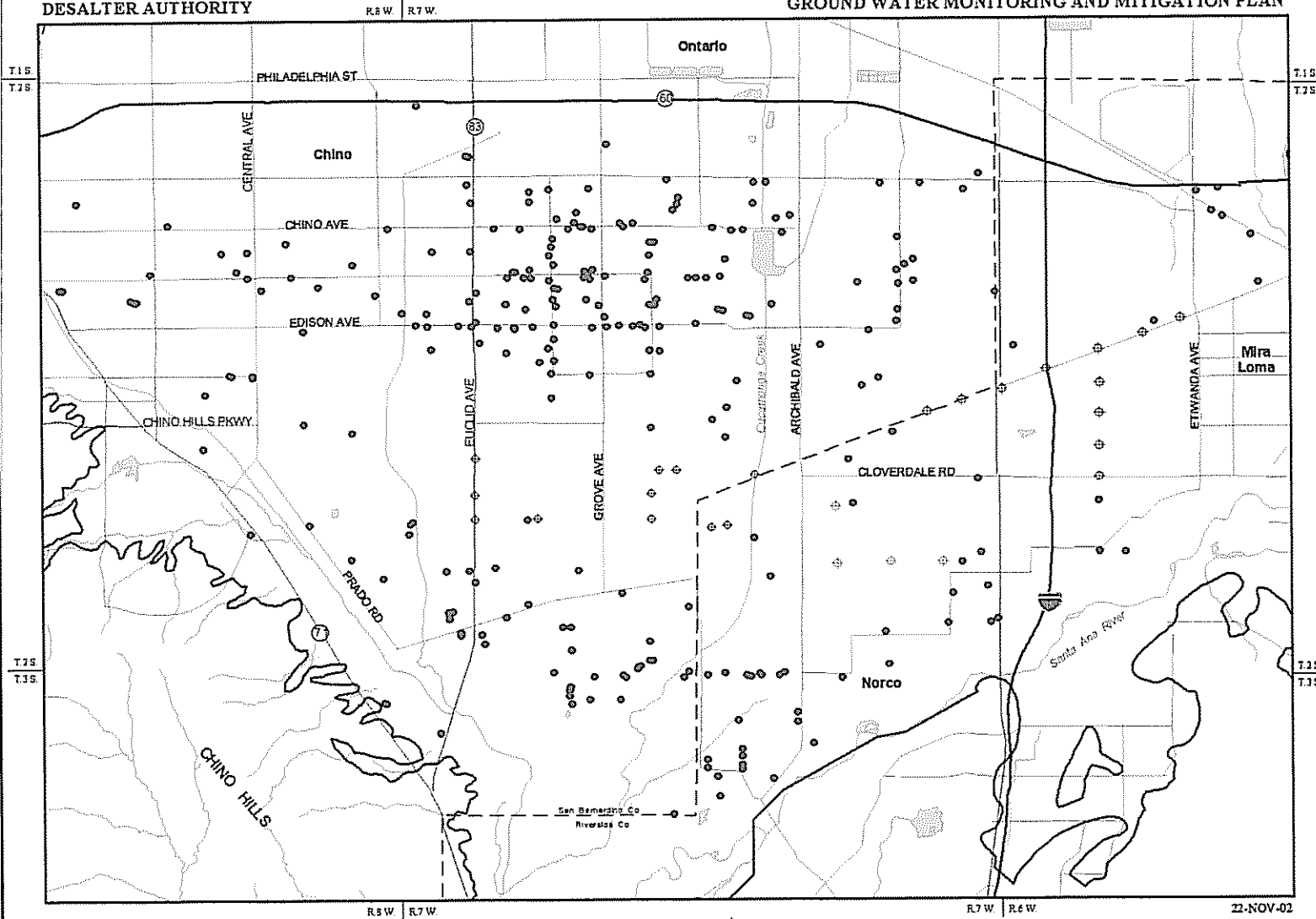
Source of Well Data: Wildermuth Environmental, Inc. (2000)



CHINO BASIN
DESALTER AUTHORITY

CHINO I AND CHINO II DESALTER PROJECTS -
GROUND WATER MONITORING AND MITIGATION PLAN

WATERMASTER
REGIONAL
MONITORING WELLS
IN THE VICINITY OF
THE CHINO DESALTER



EXPLANATION

- CBWM Regional Monitoring Wells
- ⊕ Chino I Production Wells
- ⊕ Chino II Production Wells (Proposed)
- ⊕ Chino I Expansion Wells
- ▭ Chino Basin Boundary
- - - County Boundary
- Road Classifications**
- Freeway
- State Highway
- Street
- ▨ Body of Water
- Creek or River

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Map Projection:
UTM 1927 (Zone 11)
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Source of Well Data: Wildermuth Environmental, Inc. (2000)



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Figure 3

GIS_projects_mitigation_plan/cda_mitigation_fig3.apr

CHINO BASIN
DESALTER AUTHORITY

CHINO I AND CHINO II DESALTER PROJECTS -
GROUND WATER MONITORING AND MITIGATION PLAN

R.6W | R.7W

T.1S
T.2S

T.1S
T.2S

T.2S
T.3S

T.2S
T.3S

R.8W | R.7W

R.7W | R.6W

22-NOV-02

Prepared by: DWB

Map Projection:
UTM 1927 (Zone 11)
Central Meridian: -117 degrees

Source of Well Data: Wildermuth Environmental, Inc. (2000)



WATERMASTER
MONITORING WELLS
BY MODEL LAYER

EXPLANATION

- Monitoring Wells Screened in Model Layer 1
- Monitoring Wells Screened in Model Layer 2
- Monitoring Wells Screened in Model Layers 1 and 2
- ⊕ Chino I Production Wells
- ⊕ Chino II Production Wells (Proposed)
- ⊕ Chino I Expansion Wells
- ▭ Chino Basin Boundary
- - - County Boundary
- Road Classifications**
- Freeway
- State Highway
- Street
- ▨ Body of Water
- Creek or River

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Figure 4

Table 1
Chino I Monitoring Wells

WE ID	State Well No.	Owner	Local Name	Completion Year	Borehole Depth	Borehole Diameter	Casing Depth	Minimum Casing Diameter	Maximum Casing Diameter	Perforated Interval			Well Location		Ground Surface Elevation	Layer 1 Top Elevation	Layer 1 Bottom Elevation	Layer 2 Bottom Elevation	Layers Screened
										Interval No.	From	To	UTM X [m]	UTM Y [m]					
											[ft bgs]								
1205715		OWNER UNKNOWN	AG10-LOCKHEED										442656.321	3759056.249					
1206549		OWNER UNKNOWN											443870.953	3757737.602					
1002917	02S01W10J01	BEAUMONT-CHERRY VALLEY WATER DISTRICT	6										503454.000	3763048.000					
1202074	02S07W05A	BORBA, JOSEPH	9280-B&B DAIRY										442968.084	3761032.193	672	399	-263		
1202278	02S07W10N	VAN RYN DAIRY	IRR										444815.361	3758370.258	617	354	16		
1202379	02S07W15P	Lam, Kelly	DOM-1500CALVES										444118.689	3760952.600	672	400	-88		
1202479	02S07W17N	SO.CAL.AGRICULTURAL LAND FND.	DAIRY DOM										440318.142	3761106.320	675	429	-426		
1202531	02S07W18P	VERHOEVEN, MARTIN	87960										439357.751	3761125.357	656	452	-436		
1202535	02S07W18Q	ASTOR & PHILLIPS	6										439922.798	3761327.945	668	435	-444		
1206508	02S07W19T	Mccoy, Jeffrey L											439344.271	3760035.353	621	327	-243		
1003875	02S07W19D01	STATE OF CALIFORNIA, CIM	6	1961			358	16		9	508	539	439211.610	3761036.470	651	454	-429	1,2	
1003878	02S07W19L01	OWNER UNKNOWN	73000-1	1958			250	14		3	202	252	439338.992	3759962.899	629	619	326	-220	1
1202546	02S07W19L02	OWNER UNKNOWN	73000-2	1958			430	14		4	338	420	439341.083	3760117.632	928	624	330	-266	1,2
1003879	02S07W19M01	STATE OF CALIFORNIA, CIM	74200-13				505			1	153	305	439017.760	3759620.770	609	321	-103	1,2	
1202550	02S07W20A	Borba, George	9080-DOM										442009.136	3760610.831	660	397	-305		
1202553	02S07W20D	BORBA, JOSEPH	9280-LINSEY-1										440745.279	3761027.362	665	416	-395		
1202554	02S07W20F	SO.CAL.AGRICULTURAL LAND FND.	77760-PAR										441248.004	3760677.229	658	382	-339		
1003885	02S07W20H	HARINGA, RUDY	DAIRY-400C										442014.460	3760386.924	656	396	-300		
1202566	02S07W20R	DE VRIES, ABRAHAM	22640-DOM										441898.034	3759031.581	618	379	-186		
1202568	02S07W21	DYT, JOHANNA TRUST	DOM										443410.348	3760209.633	661	387	-163		
1202569	02S07W21	DYT, JOHANNA TRUST	STANDBY										443437.611	3760261.508	660	387	-165		
1202576	02S07W21B	LEE, HENRIETTA	DOM										443184.919	3761024.433	658	389	-206		
1202577	02S07W21B	VAN VLIET, NICK	DAIRY/NORTH-650										442965.236	3760224.133	658	389	-216		
1202578	02S07W21B	VAN VLIET, NICK	DAIRY/SOUTH-650										442967.267	3760211.008	657	388	-208		
1202579	02S07W21B	VAN VLIET, NICK	IRRIGATION-20P										443052.080	3760255.633	674	399	-254		
1003891	02S07W21C	BOUMA DAIRY	11120-DOM										443369.288	3761033.959	676	399	-210		
1003893	02S07W21C	BORBA, JOSEPH	9280-DAIRY#2										442696.589	3761048.501	678	399	-191		
1206509	02S07W21C	Bouma, Martin	DOM/Back-up										443483.669	3761035.145	672	400	-298		
1202583	02S07W21C02	BORBA, JOSEPH	9280-JOE BORBA-4										442853.884	3761063.385	675	400	-282		
1202586	02S07W21G	INLAND EMPIRE DAIRY	32130										443578.960	3760304.376	664	387	-146		
1202588	02S07W21J	ALBERS, RAY	1180-DOM										443197.703	3760210.883	662	388	-139		
1202590	02S07W21J	SO.CAL.AGRICULTURAL LAND FND.	95060-IRR										443494.022	3760259.861	658	387	-188		
1003897	02S07W21L04	WIERSEMA, HARRY	91920-DRY				538	14		1	138	318	442570.566	3760227.105	655	391	-264	1,2	
1202598	02S07W22	VAN DEN BERG, MARVIN	81640-DOM										444633.453	3760965.008	675	402	-35		
1202601	02S07W22B	FIEN, BILL	DOM										444475.224	3760965.887	675	401	-52		
1202602	02S07W22B	FIEN, BILL	DOM										444481.359	3760978.834	675	401	-52		
1202611	02S07W22D	ALEWYN, JAKE	CARPENTER										443970.000	3760953.000	678	399	-169		
1202617	02S07W22F	TUINHOUT, HARRY	80800-3										444075.455	3760506.820	667	393	-82		
1202618	02S07W22F	TUINHOUT, HARRY	DAIRY-DOM										444087.443	3760534.790	667	393	-82		
1202622	02S07W22H	ANGELAN GENDIAS TRUST	DOMESTIC										445176.000	3760545.000	663	394	34		
1302624	02S07W22H	TEE VEE DAIRY	DAIRY-1300C										445222.580	3760481.508	666	397	7		
1302626	02S07W22J	GOLDEN WEST DAIRIES	DOM										445195.171	3760045.456					
1202629	02S07W22K01	GOLDEN WEST DAIRIES	NED										444872.755	3760164.566	655	388	7		
1202632	02S07W22M	SO.CAL.AGRICULTURAL LAND FND.	95060-DOM										443786.820	3760219.020	663	386	-109		
1202634	02S07W22M	SO.CAL.AGRICULTURAL LAND FND.	95060										443813.442	3760240.974	664	387	-103		

Table 1
Chino I Monitoring Wells

WE ID	State Well No.	Owner	Local Name	Completion Year	Borehole Depth [ft bgs]	Borehole Diameter [inches]	Casing Depth [ft bgs]	Minimum Casing Diameter [inches]	Maximum Casing Diameter [inches]	Perforated Interval			Well Location		Ground Surface Elevation	Layer 1 Top Elevation	Layer 1 Bottom Elevation	Layer 2 Bottom Elevation	Layers Screened
										Interval No.	From [ft bgs]	To	UTM X [m]	UTM Y [m]					
1202827	02507W30L	INDABURU, MARCELINE	40204-IRR-NORTH										439884.298	3758150.258		582	324	100	
1202832	02507W30M	CHINO VALLEY INVESTMENT	16510-HOUSE										439819.017	3758595.883		582	318	100	
1202834	02507W30M	J B S CALVES	750-10H										439085.298	3758643.808		581	313	100	
1202838	02507W30R	APHESETCHE, XAVIER	276J										440517.517	3757880.195		575	335	5	
1005992	02507W31A	VISSER, HENRY	88720-IRR										439517.924	3757768.337		572	524	46	
1202842	02507W31A	SOUZA, FRANK	75280-DOM										440148.048	3757856.445		562	203	100	
1206510	02507W31A	Bos, John											440892.561	3757447.852		562	311	51	
1202845	02507W31B	GOYENETCHE, ALBERT	DOM										439765.986	3757837.570		571	307	100	
1202861	02507W31H	LIZZARAGA, FRANK	IRRIGATION										440441.940	3757554.760		563	326	-6	
1202862	02507W31H	LIZZARAGA, FRANK	DOMESTIC										440432.218	3757353.474		563	326	-6	
1204667	02507W31H	LIZZARAGA, FRANK	Sprinkler System										440453.476	3757350.574		563	326	-6	
1008999	02507W31H02	GREYANUS, GERRITT	11120-IRR	1957			255	12		1	74	224	440012.595	3757649.956	566	566	312	81	1
1202869	02507W31K	ROCHA, JOHN	DOM										440695.178	3757141.731		565	329	-38	
1202877	02507W32B	WESTRA, H & R DAIRY	DOM-DAIRY										441632.228	3757760.217		588	360	-106	
1202882	02507W32C	VAN VLIET, HUGO	DOMESTIC										441022.705	3757812.758		578	336	-103	
1202884	02507W32E	BARTHELEMY, H & R DAIRY	5120-IRR										440778.546	3757205.646		566	324	-51	
1202886	02507W32E	MARQUEZ DAIRY	DAIRY/DOMESTIC				300		8.625	1	150	290	440610.892	3757225.695		566	329	-29	1,2
1202896	02507W32G	BARTHELEMY, H & R DAIRY											441358.331	3757378.367		571	349	-100	
1202900	02507W32H	WESTRA, H & R DAIRY	DOM-PINE										441799.178	3757390.092		586	351	-100	
1206495	02507W32H	Westra, Henry	Dairy/Dom										441783.559	3757397.075		586	352	-100	
1202911	02507W33A	STUEVE BROTHERS FARMS	BARN #3										442672.330	3757943.445		604	373	-112	
1202915	02507W33B	VANDER POEL, PETE	85840-DOM										443263.548	3757560.508		597	367	-58	
1202917	02507W33C	IDSINGA, WILLIAM	95017-IRR										442809.720	3757549.172		596	374	-88	
1202924	02507W33D	STUEVE BROTHERS FARMS	BARN #5										442142.267	3757948.820		592	370	-100	
1004037	02507W33H02	STUEVE BROTHERS FARMS	BARN #1										442879.892	3757330.633		603	372	-124	
1202926	02507W33H02	VANDER POEL, PETE	DOM BACKUP										443449.173	3757242.570		596	374	-80	
1004052	02507W34A01	VERMEER, DICK	NO 4										445088.189	3757727.107		606	344	100	
1206481	02507W34B	Bootsma, Ite	CALVES				124	0	8.625	1	113	123	444865.306	3757731.629	605.001	604	343	63	1
1202956	02507W34C	ANGELINE ROUKEMA	DOM-0.00975										444170.439	3757740.357	603.8505	602	348	-3	
1202958	02507W34C	WESTSTEYN, PETE	DOM										445870.942	3757721.963	603.9242	601	345	-22	1
1202959	02507W34C91W	VAN DER LINDEN DAIRY	IRRIG 1										444374.830	3757728.570		599	345	16	
1202963	02507W34E	VAN DER LINDEN, STANLEY	2 DOM										443675.298	3757094.068		581	358	-4	1
1202964	02507W34E	VAN DER LINDEN, STANLEY	1 IRRIG				150			1	60	150	443680.830	3757078.758		581	358	-4	
1205237	02508W25J	LEKKERKERK, LEENDERT	48000-DOM										438503.303	3758485.824		580	297	100	
1205238	02508W25J	LEKKERKERK, LEENDERT	48000-IRR										438727.959	3758654.010		584	304	100	
1206348	02508W25M	BOSNYAK, MARTIN	81640-3										439623.973	3758617.832		589	332	100	
1206527	257W22C	Van's Dairy	Capped										444119.698	3766935.479		672	400	-88	

Note: Ground Surface Elevation is from Chino Basin Watermaster database. Layer 1 top elevation is from GEOSCIENCE, 2001 digital elevation model. Some elevation difference may exist between the two values (which represents ground surface deviation).

Table 1
 Chino I Monitoring Wells

WE ID	State Well No.	Owner	Local Name	Completion Year	Borehole Depth [ft bgs]	Borehole Diameter [inches]	Casing Depth [ft bgs]	Minimum Casing Diameter [inches]	Maximum Casing Diameter [inches]	Perforated Interval			Well Location		Ground Surface Elevation	Layer 1 Top Elevation	Layer 1 Bottom Elevation	Layer 2 Bottom Elevation	Layers Screened
										Interval No.	From	To	UTMX [m]	UTMY [m]					
										[ft bgs]			[ft amsl]						
1202641	02S07W22N	SO CAL. AGRICULTURAL LAND FND.	DOM									443653.536	3759595.775	649.8884	648	377	-101		
1202643	02S07W22R	DYTT, ANDY	standby only									445205.524	3759381.857		641	373	64		
1202644	02S07W22R	IMBACH RANCH INC	1									445220.464	3759383.847		641	373	64		
1202664	02S07W23E	OMLIN, ANTON	IRR			207	0	8	1	150	198	445502.298	3760593.258		668	395	55	1	
1003919	02S07W25E01	OMLIN, ANTON	DOM	1956		207	8		1	150	198	445333.955	3760582.883	670	667	396	41	1	
1202676	02S07W23N	HOUSSELS, J K	3									445840.329	3760175.434		664	388	93		
1202690	02S07W24D	ANGUIANO, RUBEN	2690									438977.217	3758638.942		581	368	100		
1202737	02S07W26M	MERSMA, HARRY										445625.504	3758149.767		620	350	155		
1206475	02S07W26N	Tillema, Harold	CAPPED									445456.973	3758148.637		619	350	122		
1202738	02S07W26N02	VERMEER, DICK	NO 3									445454.417	3758138.900		618	349	131		
1003952	02S07W27	CORONA DAIRY RANCH	47320-NEW									445226.454	3758697.417		628	360	74		
1003953	02S07W27A	L D S WELFARE RANCH										445256.344	3759122.177		636	367	75		
1202740	02S07W27A04	WEIDMAN MAURICE										445221.392	3759061.133		635	367	71		
1202750	02S07W27C	MOONS, JACK	HOUSE									444060.142	3759108.508	639.4586	635	367	-45		
1202753	02S07W27C01	MOONS, JACK	DOM-DAIRY			130	10					443702.736	3758982.508	635	631	366	-72		
1202754	02S07W27D	SO CAL. AGRICULTURAL LAND FND.	DOM									443936.000	3759402.000	628.4525	640	370	-53		
1202755	02S07W27D	SO CAL. AGRICULTURAL LAND FND.	IRR									443960.000	3759214.000	640.552	640	370	-53		
1202758	02S07W27F	SALVADOR, FRANK										444317.783	3757845.982		604	347	12		
1202762	02S07W27N	KOOPMAN, TENA										443802.658	3758206.857	615.3223	614	356	-41		
1202764	02S07W27Q	VAN RYN DAIRY	DAIRY/DOM			308	8		1	230	270	444774.111	3758006.195		610	347	49	1	
1003964	02S07W27R01	VERMEER, DICK	WEST 2			185	16		1	80	176	445239.439	3758097.419		616	349	97	1	
1202768	02S07W28A	NYENHUIS, JIM	DOM			16	225	0	6	178	225	443320.137	3759404.645		642	375	-125	1	
1202772	02S07W28B	VANDER SCHAAP, EARL	DOM									445517.955	3759431.945		643	375	-105		
1202774	02S07W28D	OWNER UNKNOWN	AG#6-BRITSCHGI									442471.682	3759460.887		620	361	-70		
1202775	02S07W28D	DE BOER, SIDNEY	31040-DOM									445612.415	3758494.090		624	381	-201		
1202779	02S07W28F	BRINKERHOFF, ROBERT	12420									442901.135	3758759.536		624	369	-124		
1202781	02S07W28F	HARINGA, HERMAN	DOM									443036.455	3758714.079		625	371	-136		
1202782	02S07W28F	HARINGA, HERMAN	DOMESTIC STANI									443044.205	3758711.508		623	369	-119		
1202783	02S07W28G	ECHEVERRIA, JUAN DAIRY	DOM									443184.638	3758676.452		625	366	-95		
1202784	02S07W28G	ECHEVERRIA, JUAN DAIRY	26240-IRR									443304.719	3758708.173		624	367	-103		
1202785	02S07W28G	ECHEVERRIA, JUAN DAIRY	26240-DOM									443425.998	3758721.731		624	368	-110		
1202790	02S07W28H	CLARKE, ARTHUR	17240									443597.986	3758670.945		624	363	-74		
1202795	02S07W28M01	DURRINGTON, WILLIAM	25760-DOM	1961			10		1	154	442	442108.815	3758569.969	618	615	376	-161	1,2	
1202796	02S07W28M01	STUEVE BROTHERS FARMS	IRR #2									442285.298	3758056.125		606	374	-135		
1202800	02S07W29D	BOUMA, EWOLDE	95010-DOM									440877.513	3758578.704		601	377	-124		
1202804	02S07W29J	ENGELSMAN DAIRY	26880									441943.419	3758606.113		610	376	-160		
1202807	02S07W29K	STARK, EVERETT	74200-DOM									441190.029	3758614.984		605	374	-146		
1202808	02S07W29K	STARK, EVERETT	74200-DOM									441200.365	3758613.162		605	374	-146		
1202809	02S07W29K	STARK, EVERETT	74200-IRR									441243.785	3758646.304		603	374	-142		
1206502	02S07W29K	Al Scheenstra - Lessee	Dairy/Dom									441360.771	3758598.603		604	373	-152		
1202814	02S07W29L	WASSENAAR, PETER	89800-GRV									441840.834	3758567.507		607	375	-157		
1202819	02S07W29R01	DURRINGTON, W F		1958			402	12	14	1	74	390	441984.333	3758255.031	611	609	373	-139	1,2
1202822	02S07W30H	OWNER UNKNOWN	67003-PDI									440593.392	3758574.695		597	373	-54		
1202823	02S07W30J	OWNER UNKNOWN	AG#K/GAS-GOVEN									440634.923	3758627.508		597	373	-54		
1003983	02S07W30J01	OWNER UNKNOWN		1958	400	28	400	14	1	90	400	440262.525	3758643.684	596	596	370	-31	1,2	
1202824	02S07W30K	INDABURU, MARCELINE	40200-DOM-SOUTH									439914.205	3758084.943		579	324	99		
1202825	02S07W30K	LEKKERKERKER, WALT	48000-2									439986.499	3758546.949		588	337	100		
1202826	02S07W30K	LEKKERKERKER, WALT	48000-1									439909.719	3758460.823		586	332	100		

183

Table 2
Chino II Monitoring Wells

CBWM ID	State Well No.	Owner	Local Name	Completion Year	Borehole Depth [ft bgs]	Borehole Diameter [inches]	Casing Depth [ft bgs]	Minimum Casing Diameter [inches]	Maximum Casing Diameter [inches]	Perforated Interval			Well Location		Ground Surface Elevation	Layer 1 Top Elevation	Layer 1 Bottom Elevation	Layer 2 Bottom Elevation	Layers Screened	
										Interval No.	From	To	UTM X [m]	UTM Y [m]						
																				[ft bgs]
300003	02S07W02B	MINABERRY ARNAUD	DOM										446118.488	3755999.723		577	376	-500		
300008	02S06W21K	Moxner, Jean	7520-DOM										446132.081	3759839.120		659	380	135		
300028	02S06W18P	GORZEMAN, RICK	1-DAIRY										449065.817	3761113.623		699	365	302		
300030	02S07W22Q	HOOGENDAM DAIRY	DOM										448001.033	3757823.857		627	439	-500		
300037	02S07W25R	BORGES JR., MANUEL & SON	9900-DOM										448189.892	3758121.883		632	442	-500		
300041	02S06W29N	TERMAATEN, CASE	9595R-1										450571.458	3758107.813		613	513	-500		
300044	02S07W34C	ANGELINE ROUKEMA	DOM-0.60975										444170.439	3757740.357	603.8505	602	348	-5		
300045	02S07W36D	WOLL, DN	93020										447227.708	3757806.380		610	415	-500		
300046	02S07W31Q	SIMAS, SR., JOE	DAIRY-2E7										446134.845	3759467.669		652	375	148		
300048	02S06W08K	SLEGERS, JAKE	71820-DOM										450958.453	3763297.769		762	393	291		
300052	02S06W29P02	CRAMER, W R RANCH	19060-2	1954			211	14		1	25	40	450916.380	3758124.585	611	613	509	-500	1, 2	
300054	02S07W36L	VANDER DUSSEN, RENE	84920-DD										446874.455	3756720.195		608	412	-500		
300057	02S07W26P	VANDER MEER, DICK	85760	1969	310	12.25	230		8.625	1	120	140	446049.937	3758051.185		617	341	229	1	
300070	02S07W26M	SMERSMA, HARRY											445625.504	3758149.767		620	350	155		
300072	02S06W18M	HETTINGA, WILBER	DOM										448735.486	3761501.508		711	405	271		
300086	02S07W02C	KONING, J.N. ESTATE											445839.974	3755865.505		581	356	-500		
300095	02S07W02M	OOSTEN FAMILY TRUST	1										445203.174	3755199.187		583	326	300		
300096	02S07W01H	OOSTERKAMP, JOSEPH	2										445149.986	3755492.383		578	316	300		
300101	02S06W30M	TE VELDE, BERNARD	95007-DOM										448990.142	3758548.945		645	458	-500		
300102	02S06W29P	TERMAATEN, CASE	95058-2	1955	102		102		8	1	25	104	450539.068	3758120.112		613	513	-500	1	
300110	02S07W34C	WESTSTEYM, PETE	DOM										443870.942	3757721.963	603.9242	601	352	-22	1	
300111	02S07W26B	YELLIS DAIRY	95600-DOM										446412.408	3759326.544		653	371	180		
300112	02S07W24A	HETTINGA, IDA	IRR										448138.236	3760911.320		698	404	257		
300113	02S07W24A	HETTINGA, IDA	DOM										448501.654	3760911.024		695	408	274		
300115	02S07W34J	CARDOZA TRUST INVESTMENT	B 9										445221.624	3756872.407	583.9987	585	311	223	1	
300118	02S06W17G	HOEKSTRA, EDWARD	DOM										451026.474	3761859.721		720	397	329		
300149	02S06W30C	PLANTENGA, GEORGE	DOM										449314.355	3758563.695		640	467	-500		
300150	02S06W30C	PLANTENGA, GEORGE	IRR										449058.392	3759313.758		662	415	-500		
300163	02S07W24G	COLLINSWORTH, SHELBY	RIV-IRR-40AC										447483.349	3760151.594		675	381	241		
300165	02S06W18J	MIRA LOMA THOROUGHbred FARM	DOM-EAST													704	380	307		
300172	02S06W19E01	NORCO, CITY OF	9	1978	320	28	320	18		1	180	300	449655.486	3761320.570		682	354	324	1	
300173	02S06W19E02	NORCO, CITY OF	10	1972	350		320			20	1	120	300	448827.433	3760590.695	682	682	354	340	1
300174	02S06W18F	MOCHO AND PLAA, INC.	IRR										449185.818	3761858.669		718	403	261		
300178	02S06W18A	Bos, John	95054-DAIRY										449980.132	3762419.421		734	405	259		
300183	02S07W27Q	VAN RYN DAIRY	DAIRY-DOM	1977	308	12.25	308		8	1	230	270	444714.111	3758006.195		610	347	49	1	
300194	02S07W36A	EXCELSIOR FARMIS											448297.824	3757607.272		625	455	-500		
300196	02S07W27	CORONA DAIRY RANCH	47320-NEW										445226.454	3758697.417		628	360	74		
300197	02S06W19H	SWAN LAKE MOBILE HOME PARK	4										449332.923	3760172.633		679	370	360		
300199	02S06W19E03	NORCO, CITY OF	11	1986	350	28	320	20	30	1	180	320	448699.142	3760390.508		682	347	335	1	
300203	02S06W19M03	SWAN LAKE MOBILE HOME PARK	2A	1988	360	22	340		13	1	220	250	448811.392	3759725.758		671	378	-500	1	
300211	02S06W18P	VERNOLA, PAT	DOMESTIC	1954	151		151		8.625	1	120	140	449743.433	3761222.685		701	378	313	1	
300214	02S07W23J	SCHAKEL, SR., FRED	FRED SHAKEL-75P										446760.785	3760102.940		675	382	175		
300217	02S06W30D	KASBERGEN DAIRY		1983	300	8	275		8.625	1	275	275	448586.631	3759263.310		658	408	-500	1, 2	
300218	02S06W30D	KASBERGEN DAIRY		1983	300	8	275		8.625	1	275	275	448584.943	3759236.272		658	408	-500	1, 2	
300221	02S07W24K	LEAL, BRAD	WEST DAIRY										447922.678	3760144.852		675	379	295		
300227	02S06W18K	MIRA LOMA THOROUGHbred FARM	DOM-WEST										449497.173	3761631.883		716	390	283		
300236	02S07W26N	Tillema, Harold	CAPPED										445456.973	3758148.657		619	350	122		
300237	02S07W25L	Harada, George & Steve											447272.845	3758582.607		635	360	340		
300242	02S07W34B	Bootsma, Ibc	CALVES										444565.306	3757731.629		603	344	43		
300247	02S06W23K	Moxner, Jean											446131.233	3759847.595		659	380	135		
300249	02S06W29P	Cramer, W R	DOM-New										450872.080	3758081.457		611	512	-500		
300251		OWNER UNKNOWN											447670.952	3757737.602		603	353	-26		

Table 2
 Chino II Monitoring Wells

CBWM ID	State Well No.	Owner	Local Name	Completion Year	Borehole Depth [ft bps]	Borehole Diameter [inches]	Casing Depth [ft bps]	Minimum Casing Diameter [inches]	Maximum Casing Diameter [inches]	Perforated Interval			Well Location		Ground Surface Elevation	Layer 1 Top Elevation	Layer 1 Bottom Elevation	Layer 2 Bottom Elevation	Layers Screened
										Interval No.	From	To	UTM X [m]	UTM Y [m]					
600024	02507W14K	MARTIN, TONY	DOM										446199.805	3761747.315		714	414	65	
600047	02507W25A	BAS VAN DAM & SON DAIRY	81400-IRR										446666.245	3760985.490		698	401	127	
600054	02507W14J	HAVEN TWO DAIRY											446858.126	3761543.357		713	411	121	
600064	02507W23B02	SCHONEVELD, JOHN	DAIRY-1000C	1955			16		1	96	285		446134.182	3760990.472	690	685	402	88	1
600070	02507W12E	KOOLHAAS, KEN	44760-DOM										446935.720	3760578.044		689	390	171	
600078	02507W14K	SLEGERS, JANET	95046-DOM										446357.994	3761751.808		717	415	74	
600080	02507W22H	TEE VEE DAIRY	DAIRY-1300C										445222.580	3760481.508		663	394	54	
600130	02507W14M	DE JONG, JACK	44920-DOM										445809.481	3761727.538		706	415	12	
600131	02507W14M	DE JONG, JACK	IRR-DEJONG										445602.830	3761529.570		698	411	29	
600154	02507W23B	LA BRUCHERIE, RONALD V	46250-DOM										445997.245	3761054.712		686	403	76	
600169	02507W24D	KROES, JAKE	45400-DOM										446946.752	3760810.971		701	395	161	
600196	02507W22M	SO CAL AGRICULTURAL LAND FND	95060-DOM										443786.820	3760219.020		663	386	-109	
600260	02507W15Q	WEST INVESTORS	91240-DOM										447947.350	3761027.612		703	404	233	
600268	02507W13J	VANDERHAM, CORNELIUS	DY1-40P										448441.814	3762323.982		742	419	193	
600269	02507W23J	SCHAKEL, SR. FRED	Dom-4100220										446849.461	3760353.736	675.7056	680	387	175	
600282	02507W14E02	JONGSMA, JOHN	J2440			328	12		1	140	308		445689.768	3761878.222	717	708	416	19	1,2
600295	02507W22J	GOLDEN WEST DAIRIES	DOM										445197.648	3760044.496		654	385	37	
600302	02507W23H	SCHAKEL, SR. FRED	DAIRY-550C										446844.967	3760461.657		683	389	167	
600303	02507W28H	CLARKE, ARTHUR	17240										445597.986	3758670.945		624	363	-74	
600335	01507W36M	VANDER DUSSEN, SYBRAND	84880-IRR										447095.562	3761778.626		718	414	131	
600337	02507W31A	VERHOVEN, PETE	66560-DOM										447467.131	3761730.076		722	416	159	
600372	02508W26D	BOSMA, GERRIT	10520-DOM										446757.083	3761760.764		720	414	104	
600397	02507W13M01	VANDER DUSSEN, SYBRAND	600C	1953			320	14	1	202	246		447087.183	3761744.809	718	718	414	131	1
600432	02507W23A	BAS VAN DAM & SON DAIRY	81400-DOM										446690.030	3760942.646		698	400	132	
600441	02507W23C	SLEGERS, HUBERT	71800-DOM										445827.173	3760963.633		683	402	65	
600452	02507W22C	HOLSTEINS, G.P.	DOM										443793.267	3761049.070		677	400	-142	
600463	02507W23R	DYT, ANDY	standiv onlv										445205.534	3759381.857		641	373	64	
600466	02507W22M	SO CAL AGRICULTURAL LAND FND	95060										443813.442	3760240.974		664	387	-103	
600472	02507W13	DYKSTRA, PETE & JOHN	3 RENTAL HOMES										448408.837	3761771.928		724	415	224	
600480	02507W12B02	WATER WELL SUPPLY		1952									448297.298	3763705.945	782	784	420	155	
600516	02507W23B	FIEN, BILL											444475.224	3760965.887		675	401	-52	
600536	02507W22H	ANGELAN GENDIAS TRUST	DOMESTIC										444979.199	3760665.919		666	397	7	
600564	02507W26A	CARDOZA TRUST-INVESTMENT	DOMESTIC										446554.440	3759328.714		654	370	193	
600573	02507W01	VANDERHAM, CORNELIUS	DAIRY-DOM										448446.564	3762287.982		740	419	198	
600579	02507W14Q	HILL CO DAIRY	DAIRY-DOM										446583.048	3761048.277	702.6731	695	402	120	
600581	02507W22N	SO CAL AGRICULTURAL LAND FND	DOM										443655.536	3759595.775	649.8884	648	377	-101	
600618	02507W10A	Babcock, Bob	Dom										445289.733	3763365.087		752	420	-52	
600635													446371.789	3760970.752		690	401	109	
600656													444521.746	3759413.483		637	372	-8	
600657													443842.017	3758582.971		623	360	-54	
600658													444088.531	3758585.377		623	358	-31	
3300056	02507W14C91W	VAN DER LINDEN DAIRY	IRRIG 1										444374.830	3757728.570		599	345	16	
3300090	02507W27C	MOONS, JACK	HOUSE										444060.142	3759108.508	639.4586	635	367	-45	
3300092	02507W27F	SALVADOR, FRANK											444317.783	3757845.982		604	347	12	
3300093	02507W27G	VANDER EYK, JR. CASE	DOM2										444417.314	3758579.284		622	357	-5	
3300145	02507W22R	BMBACH RANCH, INC	1										445220.464	3759383.847		641	373	64	
3300146	02506W17D	WINCHELL, VERNIE H	1										450076.080	3761971.445		727	401	283	
3300280	02507W24B	HARADA BROTHERS	60H										448069.251	3758982.232	657.8948	642	392	-500	
3300281	02507W25R01	HARADA BROTHERS	10H			182	10	182		1	144	162	448151.283	3759329.107	634	656	377	-500	1
3300284	02507W27R01	VERMEER, DICK	WEST 2	1955		185		185		16	1	80	445239.439	3758097.419		616	349	97	1
3300285	02507W27R02	VERMEER, DICK	NEW 3	1978		200		200		8.625	1	100	445228.459	3758132.482		617	350	91	1
3300381	02506W19G	CARLSBERG MGT	2										448925.611	3760172.695		679	367	357	
3300460	02506W18F	MOCHO AND PLAA	BELGRAVE										449064.073	3761790.545		716	403	262	
3300749	02507W24K01	ROYAL CORONA RANCH CO	2	1953				251		16			448187.673	3760162.758	673	677	379	323	1

185

Table 2
Chino II Monitoring Wells

CBWM ID	State Well No.	Owner	Local Name	Completion Year	Borehole Depth [ft bgs]	Borehole Diameter [inches]	Casing Depth [ft bgs]	Minimum Casing Diameter [inches]	Maximum Casing Diameter [inches]	Perforated Interval			Well Location		Ground Surface Elevation [ft msl]	Layer 1 Top Elevation [ft msl]	Layer 1 Bottom Elevation [ft msl]	Layer 2 Bottom Elevation [ft msl]	Layers Screened
										Interval No.	From [ft bgs]	To [ft bgs]	UTM X [m]	UTM Y [m]					
3300985	02S06W10P01	RODRIGUES, MANUEL	1				215	14		1	90	185	449503.237	3759754.747	671	670	590	-500	1
3301025	02S07W24L	SILVEIRA, JACK & COELLO / M J POULSON											447560.720	3759426.107		656	371	309	
3301200	03S07W03A02	OOSTEN, RALPH		1956	116			116	6.625				445040.521	3756141.028	675	578	306	296	
3301445	02S07W24J	ROYAL CORONA RANCH CO	1										448305.392	3760057.695		675	379	334	
3301605	02S07W34A	VERMEER, DICK	RR P	1969	264	12.5		264	8.625	1	240	260	445223.524	3757144.377	605.8872	491	320	189	1
3301753	02S07W34J	CARDOZA FLORENCE											445198.822	3756763.839		583	307	249	
3301899	02S07W25R	ISELI KIIRT	NO 1	1961	182	10.625		182		1	144	162	448440.258	3758055.776		634	457	-500	1
3301988	02S07W26F	KNEVEL BAARD JOHN	BUENA DAIRY										446038.220	3758784.544		636	362	168	
3301981	02S07W26L01	V & Y DAIRY	V & Y DAIRY										446032.267	3758377.133		626	353	186	
3302006	02S07W24M02	DOLAN, MICHAEL H	BARN WELL										447086.093	3760124.498		675	381	201	
3302035	02S07W26N02	VERMEER, DICK	NO 5										445454.417	3758138.900		618	349	151	
3302090	02S07W27C01	MOONS, JACK	DOM-DAIRY				130	10					443702.736	3758982.508	635	631	366	-72	
3302097	02S07W27A04	WEIDMAN MAURICE											445221.392	3759061.133		635	367	71	
3302117	02S06W30N02	VANDERFEER PETER AND RIEKA	DOMESTIC										448791.548	3757803.070		632	485	-500	
3302150	02S06W30J02	BOS GERRIT											450084.417	3758853.851		657	457	-500	
3302162	02S07W26Q02	TEVEL DE BERNARD A	DOMESTIC						0				446129.080	3758048.758		617	341	244	
3302163	02S07W26Q01	TEVEL DE BERNARD A	IRRIGATION	1971	210			210	12	1	100	207	446104.361	3758160.195		620	345	225	1
3600359	02S07W23E01	OMLIN, ANTON	DOM	1956				207	8	1	150	198	445323.955	3760582.883	670	667	396	-41	1
3600225	02S07W22D	ALEWYN, JAKE	11240-BACKUP CORRAL										449255.705	3761031.841		675	400	-113	
3600390	02S07W27N	KOOPMAN, TENA											443802.658	3758206.857	615.3223	614	356	-41	
3600421	02S07W21K	PARENTE, MARY	38960-ARC										445170.784	3762480.447		723	419	-44	
3600403	02S07W22K01	GOLDEN WEST DAIRIES	NED										444877.981	3760183.934		655	388	7	
3600745	02S07W14E	SATRAGNI JOHN											445427.642	3762185.383		715	420	-14	
3601064	02S07W22B	FIEN, BILL	DOM										444481.359	3760978.834		675	401	-52	
3601111	02S07W15A03	KOOPMAN, GENE	44920-DOM					300	8.625	1	140	300	445212.274	3762439.113	725	722	420	-38	1
3601206	02S07W10R	JOHNSON BROTHERS EGG RANCH	41540										445225.517	3762810.445		733	420	-48	
3601410	02S07W28D	DE BOER, SIDNEY	21040-DOM										443612.413	3758494.090		620	361	-70	
3601421	02S07W22	VAN DEN BERG, MARVIN	81640-DOM										444633.455	3760965.008		675	402	-33	
3602468	02S07W12R	SOUTHERN CALIFORNIA EDISON COMPANY											448171.205	3763067.945		766	419	153	
3602550	02S07W13J02	DYKSTRA, PETE & JOHN	ELEC-DAIRY-DOM					390	16	1	130	230	448120.782	3761735.859	725	723	416	203	1
3602569	02S07W24C	DE VRIES, CASE	22720-DOM										447612.290	3760939.616		698	398	200	
3602589	02S07W23D	DUHALDE, LAUREN	DAIRY-130C										445593.881	3760965.890		680	403	48	
3602608	02S07W15L	DOUMA BROTHERS											447560.655	3761362.869		710	409	182	

Note: Ground Surface Elevation is from Chino Basin Watermaster database. Layer 1 top elevation is from GEOSCIENCE, 2001 digital elevation model. Some elevation difference may exist between the two values (which represents ground surface deviation).

Summary of Monitoring Well Monitoring Frequency

Monitoring Well Group Name	Total Wells	Monitored Weekly	Monitored Twice Monthly	Monitored Monthly	Monitored Infrequently
Chino I	130	13	52	52	13
Chino II	139	8	53	68	10

Table 3

Table 4
CBWM Regional Monitoring Wells

Chesapeake Bay Authority (CBA) Consulting
Chesapeake Bay Regional Monitoring and Mitigation Plan

CBWM ID	W.E. ID	State Well No.	Owner	Local Name	Completion Year	Borehole Depth (ft. b.s.l.)	Minimum Casing Diameter (inches)	Maximum Casing Diameter (inches)	Vertical Interval (ft. b.s.l.)	Well Location	Layer 1 Bottom Elevation (ft. b.s.l.)	Layer 2 Present? (ft. b.s.l.)
000001	020001	020001	BOLLESA, TEE	33404						43453	43453	Yes
000002	020002	020002	BAK, WARREN	40402						43560	43560	Yes
000003	020003	020003	GRANT, ALLEN	11110						44001	44001	Yes
000004	020004	020004	EXCEL SURE FARMS	24804						44500	44500	Yes
000005	020005	020005	FLAMINGO DAMRY INC	28804						44500	44500	Yes
000006	020006	020006	VANDEBARGE, GEORGE	DAMRY-25C (16-17)						44500	44500	Yes
000007	020007	020007	BURGESS, B. MANUEL & SONS	00045						44500	44500	Yes
000008	020008	020008	OSHERKAMP, ANDREW							44500	44500	Yes
000009	020009	020009	VAN LACK, RICHARD							44500	44500	Yes
000010	020010	020010	VAN VLIET, JOHN	NEW-01122						44500	44500	Yes
000011	020011	020011	DELIA, CORVALAN	Diameter						44500	44500	Yes
000012	020012	020012	VAN DER VEK, JIM	85-2000M						44500	44500	Yes
000013	020013	020013	VAN DER VEK, JIM	85-2000M						44500	44500	Yes
000014	020014	020014	VAN DER VEK, JIM	85-2000M						44500	44500	Yes
000015	020015	020015	SCHREVE, EDITH	14924						44500	44500	Yes
000016	020016	020016	THE VANDER PARR							44500	44500	Yes
000017	020017	020017	ELIJA, CORVALAN	80760						44500	44500	Yes
000018	020018	020018	CORVALAN FARMS PARTNERS	80760						44500	44500	Yes
000019	020019	020019	ELIJA, CORVALAN	80760						44500	44500	Yes
000020	020020	020020	ELIJA, CORVALAN	80760						44500	44500	Yes
000021	020021	020021	ELIJA, CORVALAN	80760						44500	44500	Yes
000022	020022	020022	ELIJA, CORVALAN	80760						44500	44500	Yes
000023	020023	020023	ELIJA, CORVALAN	80760						44500	44500	Yes
000024	020024	020024	ELIJA, CORVALAN	80760						44500	44500	Yes
000025	020025	020025	ELIJA, CORVALAN	80760						44500	44500	Yes
000026	020026	020026	ELIJA, CORVALAN	80760						44500	44500	Yes
000027	020027	020027	ELIJA, CORVALAN	80760						44500	44500	Yes
000028	020028	020028	ELIJA, CORVALAN	80760						44500	44500	Yes
000029	020029	020029	ELIJA, CORVALAN	80760						44500	44500	Yes
000030	020030	020030	ELIJA, CORVALAN	80760						44500	44500	Yes
000031	020031	020031	ELIJA, CORVALAN	80760						44500	44500	Yes
000032	020032	020032	ELIJA, CORVALAN	80760						44500	44500	Yes
000033	020033	020033	ELIJA, CORVALAN	80760						44500	44500	Yes
000034	020034	020034	ELIJA, CORVALAN	80760						44500	44500	Yes
000035	020035	020035	ELIJA, CORVALAN	80760						44500	44500	Yes
000036	020036	020036	ELIJA, CORVALAN	80760						44500	44500	Yes
000037	020037	020037	ELIJA, CORVALAN	80760						44500	44500	Yes
000038	020038	020038	ELIJA, CORVALAN	80760						44500	44500	Yes
000039	020039	020039	ELIJA, CORVALAN	80760						44500	44500	Yes
000040	020040	020040	ELIJA, CORVALAN	80760						44500	44500	Yes
000041	020041	020041	ELIJA, CORVALAN	80760						44500	44500	Yes
000042	020042	020042	ELIJA, CORVALAN	80760						44500	44500	Yes
000043	020043	020043	ELIJA, CORVALAN	80760						44500	44500	Yes
000044	020044	020044	ELIJA, CORVALAN	80760						44500	44500	Yes
000045	020045	020045	ELIJA, CORVALAN	80760						44500	44500	Yes
000046	020046	020046	ELIJA, CORVALAN	80760						44500	44500	Yes
000047	020047	020047	ELIJA, CORVALAN	80760						44500	44500	Yes
000048	020048	020048	ELIJA, CORVALAN	80760						44500	44500	Yes
000049	020049	020049	ELIJA, CORVALAN	80760						44500	44500	Yes
000050	020050	020050	ELIJA, CORVALAN	80760						44500	44500	Yes
000051	020051	020051	ELIJA, CORVALAN	80760						44500	44500	Yes
000052	020052	020052	ELIJA, CORVALAN	80760						44500	44500	Yes
000053	020053	020053	ELIJA, CORVALAN	80760						44500	44500	Yes
000054	020054	020054	ELIJA, CORVALAN	80760						44500	44500	Yes
000055	020055	020055	ELIJA, CORVALAN	80760						44500	44500	Yes
000056	020056	020056	ELIJA, CORVALAN	80760						44500	44500	Yes
000057	020057	020057	ELIJA, CORVALAN	80760						44500	44500	Yes
000058	020058	020058	ELIJA, CORVALAN	80760						44500	44500	Yes
000059	020059	020059	ELIJA, CORVALAN	80760						44500	44500	Yes
000060	020060	020060	ELIJA, CORVALAN	80760						44500	44500	Yes
000061	020061	020061	ELIJA, CORVALAN	80760						44500	44500	Yes
000062	020062	020062	ELIJA, CORVALAN	80760						44500	44500	Yes
000063	020063	020063	ELIJA, CORVALAN	80760						44500	44500	Yes
000064	020064	020064	ELIJA, CORVALAN	80760						44500	44500	Yes
000065	020065	020065	ELIJA, CORVALAN	80760						44500	44500	Yes
000066	020066	020066	ELIJA, CORVALAN	80760						44500	44500	Yes
000067	020067	020067	ELIJA, CORVALAN	80760						44500	44500	Yes
000068	020068	020068	ELIJA, CORVALAN	80760						44500	44500	Yes
000069	020069	020069	ELIJA, CORVALAN	80760						44500	44500	Yes
000070	020070	020070	ELIJA, CORVALAN	80760						44500	44500	Yes
000071	020071	020071	ELIJA, CORVALAN	80760						44500	44500	Yes
000072	020072	020072	ELIJA, CORVALAN	80760						44500	44500	Yes
000073	020073	020073	ELIJA, CORVALAN	80760						44500	44500	Yes
000074	020074	020074	ELIJA, CORVALAN	80760						44500	44500	Yes
000075	020075	020075	ELIJA, CORVALAN	80760						44500	44500	Yes
000076	020076	020076	ELIJA, CORVALAN	80760						44500	44500	Yes
000077	020077	020077	ELIJA, CORVALAN	80760						44500	44500	Yes
000078	020078	020078	ELIJA, CORVALAN	80760						44500	44500	Yes
000079	020079	020079	ELIJA, CORVALAN	80760						44500	44500	Yes
000080	020080	020080	ELIJA, CORVALAN	80760						44500	44500	Yes
000081	020081	020081	ELIJA, CORVALAN	80760						44500	44500	Yes
000082	020082	020082	ELIJA, CORVALAN	80760						44500	44500	Yes
000083	020083	020083	ELIJA, CORVALAN	80760						44500	44500	Yes
000084	020084	020084	ELIJA, CORVALAN	80760						44500	44500	Yes
000085	020085	020085	ELIJA, CORVALAN	80760						44500	44500	Yes
000086	020086	020086	ELIJA, CORVALAN	80760						44500	44500	Yes
000087	020087	020087	ELIJA, CORVALAN	80760						44500	44500	Yes
000088	020088	020088	ELIJA, CORVALAN	80760						44500	44500	Yes
000089	020089	020089	ELIJA, CORVALAN	80760						44500	44500	Yes
000090	020090	020090	ELIJA, CORVALAN	80760						44500	44500	Yes
000091	020091	020091	ELIJA, CORVALAN	80760						44500	44500	Yes
000092	020092	020092	ELIJA, CORVALAN	80760						44500	44500	Yes
000093	020093	020093	ELIJA, CORVALAN	80760						44500	44500	Yes
000094	020094	020094	ELIJA, CORVALAN	80760						44500	44500	Yes
000095	020095	020095	ELIJA, CORVALAN	80760						44500	44500	Yes
000096	020096	020096	ELIJA, CORVALAN	80760						44500	44500	Yes
000097	020097	020097	ELIJA, CORVALAN	80760						44500	44500	Yes
000098	020098	020098	ELIJA, CORVALAN	80760						44500	44500	Yes
000099	020099	020099	ELIJA, CORVALAN	80760						44500	44500	Yes
000100	02010											

Table 4
CHWM Regional Monitoring Wells

CHWM ID	WE ID	State Well No.	Owner	Local Name	Completion Year	Borehole Depth [ft]	Casing Depth [ft]	Minimum Casing Diameter [inches]	Maximum Casing Diameter [inches]	Perforated Interval [ft]	Well Location UTM X UTM Y	Ground Surface Elevation [ft amsl]	Layer 1 Bottom Elevation [ft amsl]	Layer 2 Present?	
660409	1203477	02507W086	COUNTY OF SAN BERNARDINO	852							439444 3755184	599	193	No	
660428	1004183	02508W120H	CHINO CITY OF	11	1978024	1185	740	18			436112 3763452	741	414	Yes	
660487	1004279	02508W240G	CHINO HILLS, CITY OF	1H	1988703	1230	1200	18	34	1	299 3201 5903	436102 3761025	631	420	Yes
660488	1203214	02508W240S	CHINO HILLS, CITY OF	W15H	1989989	320	320	16		1	1901 3310	436029 3761060	632	419	Yes
660493	1203106	02508W109S	CHINO HILLS, CITY OF	16A	1989409	990	990	16		1	1301 1940	434353 3762728	680	452	Yes
660498	1203212	02508W240E	CHINO HILLS, CITY OF	14	1888321	890	890	2	16	1	1301 3601	435632 3762738	621	414	Yes
660508	1004211	02508W140S	CHINO HILLS, CITY OF	7D	1989602	950	950	16		1	1251 4001	434493 3762268	667	430	Yes
660509	1004179	02508W110S	CHINO HILLS, CITY OF	17A	1989829	1000	1000	16		2	500 1980	436161 3762761	699	429	Yes
660541	1203158	02508W1410S	CHINO HILLS, CITY OF	19	1991016	1010	1000	16		3	801 1100	436558 3762439	680	424	Yes
660546	1202811	02507W30A	BERQUIST PROPERTIES, INC.	6960							438043 3754597	583	316	Yes	
660547	1202256	02507W10H	BARTH FARMS	5000							445119 3763647	759	422	Yes	
660568	1202209	02507W10L	VAHRE SCHAAF, DAVE	10250-DRM							444071 3762936	532	411	Yes	
660569	1202138	02507W07K	VAHRE SCHAAF, DAVE	DAIRY							446327 3763447	747	421	Yes	
660571	1202301	02507W06C	KOCHNER, GERRIT	DAIRY							442762 3762508	718	418	Yes	
660572	1202427	02507W05G	HETTINGER, HENRY	DRM							441544 3755656	653	291	Yes	
660578	1202162	02507W08H	Sells, Corp.	DAIRY							441663 3763709	756	430	Yes	
660581	1202193	02507W08H	RODRIGUEZ, TONY	HOUSE							440834 3762749	723	420	Yes	
660582	1202267	02507W15F	HETTINGER, GERRIT								444404 3761922	712	415	Yes	
660583	1202846	02507W31H	GOYENETCHE, ALBERT	DOMESTIC							439891 3757841	572	315	Yes	
660584	1203149	02508W1410E	CHINO HILLS, CITY OF	15A	1989941	1050	1000	16		1	420 1 460	437472 3762497	695	411	Yes
660587	1203219	02508W240G	CHINO HILLS, CITY OF	W15-A	1989921	1000	900	16		2	400 1989	436064 3761030	631	419	Yes
660590	1202151	02507W14C	SELEGES, JARRET	BERGSTRUM							446355 3763760	710	414	Yes	
660594	1202300	02507W09H	ROGGE, WARREN	DAIRY							441800 3763834	724	417	Yes	
660596	1202340	02507W17C	HELDLIS, HARRY								439358 3761845	686	436	Yes	
660598	1202443	02507W17C	DUARTE, IGACIO								441286 3762849	723	420	Yes	
660598	1202923	02507W13A	LIBERTY RANCH	DOM							442887 3760174	567	328	Yes	
660601	1203499	02507W12H	Buhner Jack	DAIRY							441931 3764060	791	412	Yes	
660606	1203503	02507W18A	VICTORY BAPTIST CHURCH	DOM							430242 3761849	683	454	Yes	
660608	1203904	02507W22K	State of CA CW								441253 3760175	562	307	Yes	
660610	1203508	02507W12D	Thur, Conrad								448139 3764419	795	415	Yes	
660615	1203511	02507W10G	Alger, Raymond	5 Goff Corner, E Chan							442735 3764188	721	421	Yes	
660623	1203649										441843 3755334	662	395	Yes	
660627	1203622										442629 3756266	568	327	Yes	
660628	1203623										442660 3756278	568	327	Yes	
660629	1203624										442614 3756231	567	326	Yes	
660642	1203632										438031 3762866	713	448	Yes	
660646	1203634										442614 3762231	567	326	Yes	
660668	1203636										437231 3761750	693	419	Yes	
660679	1203687										436050 3763225	716	436	Yes	
660679	1203674										439407 3763490	710	428	Yes	
810844	1203222	257W08E	Urbano Brothers	Dom							441633 3763548	750	428	Yes	
810899	1203225	257W08E	Ortiz, Ernesto								441225 3764084	771	432	Yes	
330019	1203492	03507W10C	HOLESTRA, GEORGE	BIG 1							441936 3754146	570	319	Yes	
330161	1203722	02507W26A	HEIDA DAIRY SAM								446044 3739651	655	377	Yes	
330281	1202720	02507W240A	HARADA BROTHERS	HOH	182	182				2	174 181	448151 3739329	654	373	No
330978	1204360	03507W01E	REGANNA, HAROLD	LARGE HR							444248 3755387	547	326	Yes	
331189	1003041	02508W240E	RURUPA COMMUNITY SERVICES DISTRICT	LARGE HR 1							455203 3759328	692	363	No	
331205	1003507	02508W09E01	RURUPA COMMUNITY SERVICES DISTRICT	31-Bowell Well		261				1	185 261	435384 3761295	720	469	Yes
330215	1004109	02508W10E02	NOCHI CITY OF	6	162						448465 3757057	596	346	No	
330251	1201987	02508W30B1	BOIS GERHIT								450190 3753968	657	356	No	
330261	1204426	03507W03H1	LAWRENCE, JOE		1966023	199		8		2	191 196	444917 3760126	576	309	Yes
360087	1203408	03507W05A	SWAGER, GERBEN	7990-DRM							441947 3764001	566	318	Yes	
360162	1003857	02507W16G	PARENTE, MARY	6							441593 3761856	700	409	Yes	
360193	1202867	02507W31K	FARVIEW FARMS	8320-DRM							439757 3756835	556	280	Yes	
360318	1202517	02507W18J	VAH DAM, DOH	DAIRY-EASTSIDE-650							440378 3761818	689	429	Yes	
360325	1202471	02507W17L	DEGROOT, ERICST	7120-DRM							440976 3761828	691	416	Yes	
360347	1004288	02508W23A1	STATE OF CALIFORNIA, CIM	7428-8		226				1	122 226	437223 3760256	614	318	Yes
360348	1004293	02508W24101	STATE OF CALIFORNIA, CIM	7428-07	1942917			16		3	200	438013 3760996	620	333	Yes
360365	1202926	02507W13H02	VANDER POEL, PETER	DOM BACKUP							443449 3757244	547	364	Yes	
360406	1202469	02507W17L	BOUISMA, GABRIEL	8000-DRM							441246 3761865	691	412	Yes	
360412	1202145	02507W07Q	DE VUYST, EMBE	95011-DRM							439323 3763070	729	417	Yes	
360414	1203469	03507W04H	STUEVE BROTHERS FARMS	HOY IN SERVICE							442306 3755730	552	316	Yes	
360427	1003881	02507W20B	Boha, George	6060-DRM							441870 3761050	670	378	Yes	
360428	1202587	02507W14C02	BOHA, JOHN PH	9280-DRM-BORIDA-1							441284 3761083	672	399	Yes	
360429	1100011	02507W16H	BOHA, JOHN & SOPH DAIRY	9700-DRM							441031 3762092	710	411	Yes	
360432	1202418	02507W16E	STUBBS, HENRY	DAIRY-660C							442928 3761839	696	407	Yes	
360436	1202111	02507W16Q	JG J JOINT VENTURE	1							439866 3764633	796	429	Yes	
360460	1003883	02507W20C01	SOCAL AGRICULTURAL LAND FMD	77760-DRM	1976591	352		14		1	180 330	441248 3761067	669	399	Yes
360461	1004294	02508W14C01	CHINO CITY OF	7		780				1	183 780	436332 3762652	695	417	Yes
360544	1003775	02507W05B01	ROGGE, WARREN	HOH	19264017			12		1	150 190	442423 3764474	749	430	Yes
360566	1203480	03507W09H1	DAVYE RANCH	9100-DRM							443104 3753888	342	281	Yes	
360582	1202433	02507W17A01	DE GROOT, ERICST	DAIRY							441286 3762641	717	418	Yes	
360585	1202423	02507W16L	SWAGER DAIRY	95058-DRM		250		8.0		1	150 260	442837 3761442	682	408	Yes
360607	1202211	02507W09B	KRUMHOLZ BROTHERS	43800-CWW							441127 3764335	773	443	Yes	
360104	1202859	02507W31G	OWNER UNKNOWN								439871 3757155	558	282	Yes	
360105	1202857	02507W31G	STAHL, ZIPPORA	95017-DRM							439869 3757054	558	277	Yes	
360106	1202856	02507W31G	STAHL, ZIPPORA	95017-DRM							439863 3757124	557	279	Yes	
360113	1202452	02507W17E	STELLINGWERF, HENRY	74520							440833 3762125	700	417	Yes	
360126	1202804	02507W32E	STATE OF CALIFORNIA, CTV	3406-1							441554 3764536	568	327	Yes	

Table 4
CBWM Regional Monitoring Wells

CBWM ID	WE ID	State Well No.	Owner	Local Name	Completion Year	Borehole Depth [ft bgl]	Casing Depth [ft bgl]	Aluminum Casing Diameter (inches)	Maximum Casing Diameter (inches)	Perforated Interval [ft bgl] To	Well Location		Ground Surface Elevation (ft amsl)	Layer 1 Bottom Elevation (ft amsl)	Layer 2 Present?		
											UTM X	UTM Y					
3601247	1202000	02S07W32Q	STATE OF CALIFORNIA, CIW	2							441538	3756907	572	338	Yes		
3601248	1202001	02S07W32R	STATE OF CALIFORNIA, CIW	74666.3							441408	3756910	570	336	Yes		
3601399	1202184	02S07W00Q	SHADY GROVE DAIRY FARM	IRRIGATION-2-CUCRO							441733	3763472	747	423	Yes		
3601480	1003265	02S07W00Q01	SHADY GROVE DAIRY FARM	DAIRY-8-00C		373	375	14		3	270	282	441283	3763272	741	423	Yes
3601618	1004176	02S08W12M01	CHICO CITY OF	4		373	375	16		1	1081	2041	430335	3763076	708	445	Yes
3601624	1201082	02S08W16R	BOYS REPUBLIC	1									433281	3762472	679	478	Yes
3601625	1202486	02S07W16A	H. & T. TRUST	DOMESTIC									440843	3762394	708	423	Yes
3601819	1004161	02S08W09H04	MORTE VISTA WATER DISTRICT	21	1959/012		486	16		1	270	1300	433569	3763879	717	501	Yes
3601824	1004229	02S08W16B01	BOYS REPUBLIC	11400.2									433334	3762465	678	477	Yes
3601911	1004260	02S08W24C01	CHICO HILLS, CITY OF	1A		473	317	16		1	166	117	436403	3761047	631	420	Yes
3601916	1004215	02S08W12C02	CHICO HILLS, CITY OF	7A	1989/014	960	960	10		1	550	950	434528	3762266	667	450	Yes
3601917	1004216	02S08W12C03	CHICO HILLS, CITY OF	7B		514	361	14		1	120	192	434441	3762285	668	451	Yes
3601922	1004268	02S08W22D1	CHICO HILLS, CITY OF	1A									435354	3759357	607	300	Yes
3602071	1202316	02S07W17B	STANDARD FEEDS CO	69124-WEST									447112	3762374	748	412	Yes
3602102	1202554	02S07W20F	SO CAL AGRICULTURAL LAND FND	71764-FAR									441246	3760077	679	382	Yes
3602105	1004176	02S08W11H01	CHICO CITY OF	n	1157	375	16			1	204	375	435908	3763009	704	489	Yes
3602214	1202481	02S07W17R	SO CAL AGRICULTURAL LAND FND	5440									440518	3761414	676	425	Yes
3602449	1202458	02S07W17G	SO CAL AGRICULTURAL LAND FND	98000-IRR									441281	3762276	705	415	Yes
3602503	1202458	02S07W20F	OWNER IRRIGSWH	AG-4-IRRISCHRG									440850	3758866	603	379	Yes
3602531	1202007	02S07W14A	VANDER EYK, ROBERT	85170-DRM									446868	3762528	748	415	Yes
3602535	1202173	02S07W08F	DUFFS, JOHN	25520									441253	3761140	737	422	Yes
3602546	1202579	02S07W32B	WESTRA, D & R DABBY	IRR-CR-BUCK, CUC									441022	3755643	593	303	Yes
3602549	1202425	02S07W16M	ALEWYN, JAKE										442141	3761833	691	400	Yes
3602546	1202566	02S07W17E	FARVIEW FARMS	81240-DRM									439352	3760783	556	278	Yes
3602547	1202536	02S07W14A	FERRERA, FRANK										446866	3762105	730	417	Yes
3602572	1202285	02S08W36A	VEIGA, AMELIA	87400-DRM									438302	3757769	564	274	Yes
3602585	1202440	02S07W34D	WIND, JOHN	92840-DRM									442812	3756375	569	328	Yes
3602586	1202009	02S07W33Q	WIND, JOHN	92840-IRR									442814	3756682	577	346	Yes
3602587	1202593	02S07W21E	WIERNICKI, HARRY	91925-IRR									442848	3760184	654	389	Yes
3602609	1202177	02S07W00C1	BOBBERS, HARRY										441352	3763002	751	427	Yes
3602994	1202504	02S07W17F	LOYOLA DAIRY-CASABLANCA DAIRY	DAIRY-138-COWS									446445	3762187	743	420	Yes
3602997	1202538	02S07W06R	ATHESMETCHE, XAVIER	2760									440318	3757860	574	314	Yes
3602992	1202595	02S07W18M	SO CAL AGRICULTURAL LAND FND	DRM									441357	3762455	709	416	Yes
3602993	1202439	02S07W17B	SO CAL AGRICULTURAL LAND FND	DRM									441300	3762401	709	417	Yes
3602924	1202847	02S07W31B	STAHL, ZIPPORA	95017									439561	3757157	557	279	Yes
3602925	1202858	02S07W31G	STAHL, ZIPPORA	95017-01A									439626	3757131	558	283	Yes

Summary of Monitoring Well Monitoring Frequency¹

Monitoring Well Group Name	Total Wells	Monitored Weekly	Monitored Twice Monthly	Monitored Monthly	Semi-Annual or Less
Chino I	160	16	64	64	16
Chino II	120	7	46	59	8
CBWM Regional	240	1	1	1	237
Totals²	520	24	111	124	261

Notes:

- ¹ The number of monitoring wells in which ground water levels are measured at the various frequencies are approximate and may vary from monitoring round to monitoring round.
- ² There are approximately 30 wells that are included in both the Chino I and Chino II monitoring programs. Thus the total number of wells monitored is approximately 490.

Table 5

APPENDIX A
Claim for Damages Form

GEOSCIENCE Support Services, Inc.



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FOR PAGINATION

FILE WITH:
SECRETARY OF CHINO BASIN
DESALTER AUTHORITY
11201 Harrel Street
Mira Loma, CA 91752

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP
CLAIM NO. _____

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than six months after the occurrence. (Gov. Code Sec. 911.2.)
2. Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code Sec. 911.2.)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of injury or damage.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

TO: CHINO BASIN DESALTER AUTHORITY

Date of Birth of Claimant

Name of Claimant

Occupation of Claimant

Home Address of Claimant

City and State

Home Telephone Number

Business Address of Claimant

City and State

Business Telephone Number

Give address and telephone number to which you desire notices or communications to be sent regarding this claim:

Claimant's Social Security No.

When did DAMAGE or INJURY occur?

Date _____ Time _____

If claim is for Equitable Indemnity, give date claimant served with the complaint:

Date _____

Names of any Chino Basin Desalter Authority employees involved in INJURY or DAMAGE

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on page 2 of this form. Where appropriate, give street names and address and measurements from landmarks:

Describe in detail how the DAMAGE or INJURY occurred:

Why do you claim the Chino Basin Desalter Authority is responsible?

Describe in detail each INJURY or DAMAGE:

SEE PAGE 2

THIS CLAIM MUST BE SIGNED ON PAGE 2

The amount claimed, as of the date of presentation of this claim, is computed as follows:

Damages incurred to date (exact):

Damage to property \$ _____
 Expenses for medical and hospital care \$ _____
 Loss of earnings \$ _____
 Special damages for \$ _____

Estimated prospective damages as far as known:

Future expenses for medical and hospital care \$ _____
 Future loss of earnings \$ _____
 Other prospective special damages \$ _____
 Prospective general damages \$ _____
 Total estimate prospective damages \$ _____

General damages \$ _____
 Total damages incurred to date \$ _____

Total amount claimed as of date of presentation of this claim: \$ _____

Was damage and/or injury investigated by police? _____ If so, what city? _____
 Were paramedics or ambulance called? _____ If so, name city or ambulance _____
 If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

Name _____ Address _____ Phone _____
 Name _____ Address _____ Phone _____
 Name _____ Address _____ Phone _____

DOCTORS and HOSPITALS:

Hospital _____ Address _____ Date Hospitalized _____
 Doctor _____ Address _____ Date of Treatment _____
 Doctor _____ Address _____ Date of Treatment _____

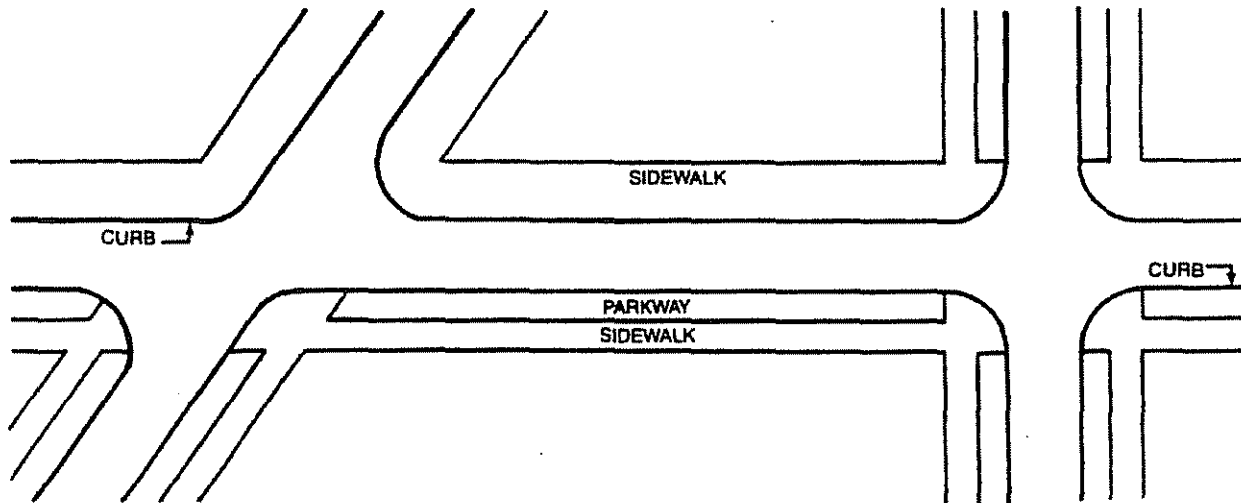
READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South, and West; indicate place of accident by "X" and by showing house numbers or distances to street corners.

If Chino Basin Desalter Authority ("CDA") Vehicle was involved, designate by letter "A" location of CDA Vehicle when you first saw it, and by "B" location of yourself

or your vehicle when you first saw CDA vehicle; location of CDA vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant:

Typed Name:

Date:

NOTE: CLAIMS MUST BE FILED WITH THE SECRETARY OF THE CHINO BASIN DESALTER AUTHORITY (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72.)

ATTACHMENT "A" TO CLAIM FOR DAMAGES

RIGHT OF ENTRY AGREEMENT AND RELEASE OF LIABILITY

This RIGHT OF ENTRY AGREEMENT AND RELEASE OF LIABILITY ("Agreement") is entered into on the _____ day of _____, 200__ by and among the CHINO BASIN DESALTER AUTHORITY, a joint powers authority ("CDA"), and _____ ("Dairy"). CDA and Dairy are collectively referred to herein as the "Parties."

RECITALS

A. Dairy is the owner of certain real property described in the attached Claim for Damages ("Claim Form") on which it operates, among other things, certain well(s) (the "Dairy Property").

B. CDA is the owner of certain water wells located in proximity to the Dairy Property (the "CDA Wells").

C. In May, 2002, CDA began operating the CDA Wells for Desalter purposes. Dairy claims that its well(s) on the Dairy Property have suffered a total and/or partial loss of pressure or other to damage due to the operation of the CDA Wells.

D. Without admitting the truth or correctness of any allegation by the Dairy, the Parties desire to allow CDA, including its agents, consultants, contractors and assigns, to enter onto the Dairy Property for purposes of repairing the Dairy's well(s) (the "Repair Work").

AGREEMENT

In consideration of the foregoing Recitals, the mutual understandings contained in this Agreement, and other good, valuable and sufficient consideration, the Parties agree as follows:

Section 1. Right of Entry.

Dairy hereby grants to CDA and its agents and contractors the nonexclusive right to enter upon the Dairy Property to perform the Repair Work only, and expressly for no other purposes without the prior written approval of the Claimant identified in the Claim Form or the Dairy's attorney, if any, which approval shall be at their sole discretion. Dairy shall take all steps reasonably necessary to provide access to CDA to perform the Repair Work.

(a) **Term of Entry.** This Right of Entry Agreement shall automatically terminate and expire 90 days from the date of this Right of Entry Agreement. The term of this Right of Entry Agreement may be extended at the sole and absolute discretion of Dairy and/or its attorney. Any such extension must be in writing.

(b) **No Property Rights Granted.** It is expressly understood this Right of Entry Agreement does not in any way whatsoever grant or convey any rights of possession, easement or other interest in the Dairy Property to CDA.

Section 2. Additional Conditions and Representations.

CDA agrees for itself and on the behalf of its employees, agents, consultants, contractors and assigns as follows:

(a) Compliance with All Applicable Governmental Requirements. All acts and things done by CDA on the Dairy Property will be done in a careful and reasonable manner, in accordance with all applicable federal, state and local laws, and all governmental requirements.

(b) No Mechanics Liens. CDA shall not permit or suffer any mechanics', materialmen's or other liens of any kind or nature to be filed or enforced against the Dairy Property in connection with the Repair Work.

Section 3. Dairy Release.

Dairy hereby covenants not to sue, releases, waives and discharges CDA and/or CDA's officers, directors, board members, employees, and agents (all for the purposes herein referred to as "Releasees") from all liability to the Dairy, the Dairy's employees, agents, successors, assigns, personal representatives, heirs and next of kin (collectively, the "Releasers") for any and all damage, and any claims, demands, costs, contracts, liabilities, objections, actions and causes of action of every nature, whether in law or in equity, known or unknown, suspected or unsuspected arising therefrom, which Dairy ever had or now has or may in the future claim to have against CDA, of any nature, type or description that relate to, arise out of or otherwise concern the CDA Wells, the Dairy Property and/or the Repair Work, including, but not limited to, any loss, liability, damage, personal and/or real property damage, bodily injury or death the Releasers may suffer by reason of the installation, use, misuse, and/or failure of the Repair Work (collectively the "Claims"), except for any Claims caused solely by the gross negligence or willful misconduct of any Releasee. The Releasers further agree to indemnify, defend and hold harmless the Releasees, and each of them, from any Claims.

Dairy also waives and relinquishes any and all rights which it may have under the provisions of Section 1542 of the California Civil Code, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Notwithstanding the foregoing Release, Dairy expressly reserves the right to claim future damages to Dairy's well(s) on the Dairy Property due to the operation of the CDA Wells.

Section 4. Compromise.

This Agreement is a compromise and settlement of Dairy's claims regarding the impacts of the operation of the CDA Wells on the wells on the Dairy Property and is not intended and shall not constitute or be construed as an admission of the truth or correctness of any allegation by either party.

Section 5. Attorneys' Fees.

Except as expressly set forth herein, the Parties agree to bear their own attorneys' fees and costs incurred in connection with the negotiation, preparation, approval, execution and delivery of this Agreement, and of the documents related to or referenced in this Agreement.

Section 6. Attorneys' Fees in Future Actions.

Should any lawsuit, action, or proceeding be brought to enforce, interpret, avoid, nullify, reform, rescind, seek damages for alleged breach of, declare rights arising from or related to this Agreement, or in any other way arising out of, related to or referencing this Agreement, then the prevailing party in such a proceeding shall be entitled to be reimbursed by the other party for all costs and expenses incurred as a result, whether or not ordinarily collectible, including but not limited to, reasonable attorneys' fees, expert witness fees, and costs for the services rendered to such prevailing party.

Section 7. Other Documents.

The Parties agree to execute and deliver such other documents and to take such other and further actions as may be reasonably necessary or appropriate to effectuate and further perform the terms and the purposes of this Agreement.

Section 8. Entire Agreement.

This Agreement embodies the entire understanding among the Parties and none of the Parties shall be bound by any definitions, conditions, warranties, or representations other than as expressly stated in this Agreement.

Section 9. Captions - Pronouns.

Any titles, captions, or subheadings contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement or considered in any interpretation or construction of the Agreement. Whenever the masculine, feminine or neuter genders are used herein, as required by the context or particular circumstance, they shall include each of the other genders as appropriate. Whenever the singular or plural numbers are used, they shall be deemed to be the other as required. Wherever the present or past tense is utilized in this Agreement and the context or circumstances require another interpretation, the present shall include the past and future, the future shall include the present, and the past shall include the present.

Section 10. Consideration.

The Parties hereby expressly acknowledge and agree that each and every term and condition of this Agreement is of the essence of this Agreement, constitutes a material part of the bargain for consideration without which this Agreement would not have been executed and is a material part of the Agreement.

Section 11. Severability.

The Parties hereby expressly agree that the release, waiver, and indemnity provisions set forth in this Agreement are intended to be as broad and inclusive as permitted by the laws of the State of California and in the event that any provision or any part of any provision of this Agreement shall be void or unenforceable for any reason whatsoever, then such provision shall be stricken and of no force and effect. The remaining provisions of this Agreement, however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

Section 12. Modifications.

This Agreement may only be changed or modified and any provisions hereof may only be waived by a writing signed by the party against whom enforcement of any waiver, change or modification is sought. This Agreement may be amended only in writing by mutual consent of the Parties.

Section 13. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement which shall be binding on all the Parties hereto notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

Section 14. Representations and Warranties.

The Parties represent, warrant to, and agree with each other as follows:

Section 15. Each party has had the opportunity to obtain independent legal advice from attorneys of its choice with respect to the advisability of executing this Agreement and has either obtained such independent legal advice or exercised its sole and independent discretion in electing not to secure such independent legal advice.

Section 16. Except as is expressly stated in this Agreement, no party has made any statement or representation to any other party regarding any fact, which statement or representation is relied upon by any other party in entering into this Agreement. In connection with the execution of this Agreement or the making of the settlement provided for herein, no party to this Agreement has relied upon any statement, representation or promise of any other party or their attorney not expressly contained herein.

Section 17. This Agreement is intended to be final and binding upon the Parties and is further intended to be effective as a full and final accord and satisfaction among them regardless of any claims of fraud, misrepresentation, concealment of fact, mistake of fact or law, duress or any other circumstances whatsoever. Each party relies upon the finality of this Agreement as a material factor inducing that party's execution of this Agreement. Each party agrees that from the date of this Agreement, any and all rights and/or liabilities existing between or among the Parties hereto shall arise solely out of the terms, provisions, representations and warranties contained in this Agreement.

Section 18. This Agreement has been carefully read by each of the Parties and the contents thereof are known and understood by each of the Parties. This Agreement is signed freely by each party executing it.

The Dairy hereby further warrants and represents as follows:

Section 19. The Dairy understands and voluntarily assumes all risks relating to CDA's conduct of the Repair Work, including the risk of death or bodily injury, or damage to or loss of real and/or personal property.

Section 20. The Dairy understands and voluntarily assumes full responsibility for the use, misuse, and/or failure of the Repair Work.

Section 21. Warranty of Authority.

Each party whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his or her signature is affixed.

Section 22. Notices.

All notices shall be sent to the following address:

Section 23. To CDA:

Chino Basin Desalter Authority
11201 Harrel Street
Mira Loma, CA 91752

With copy to:

Douglas S. Brown, General Counsel
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660

(b) To Dairy at the address set forth on the Claim Form.

Section 24. Governing Law.

This Agreement shall be construed in accordance with and be governed by the laws of the State of California.

Section 25. Any action, suit or other proceeding instituted to remedy, prevent or obtain relief from a breach of this Agreement, arising out of a breach of this Agreement, involving claims within the scope of the releases contained in this Agreement, or pertaining to a declaration of rights under this Agreement, shall be instituted and maintained only in the Superior Court of San Bernardino, California.

DATED:

CHINO BASIN DESALTER AUTHORITY

By: Tom O'Neill
Its: Operations Coordinator

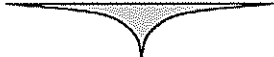
DATED:

DAIRY

By: _____
Its: _____

APPENDIX B
Private Well Inspection Form

GEOSCIENCE Support Services, Inc.



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PRIVATE WELL INSPECTION FORM

Inspector's Name
Inspection Date

Owner Information

Owner's Name
Address
Telephone Number

Well Information

Well Name	
CBWM Recordation No.	
DWR Driller's Log on File?	
GPS Longitude	
GPS Latitude	
Date Drilled	
Total Casing Depth	
Casing Type	
Casing Diameter(s)	
Perforation Type	
Perforation Intervals	

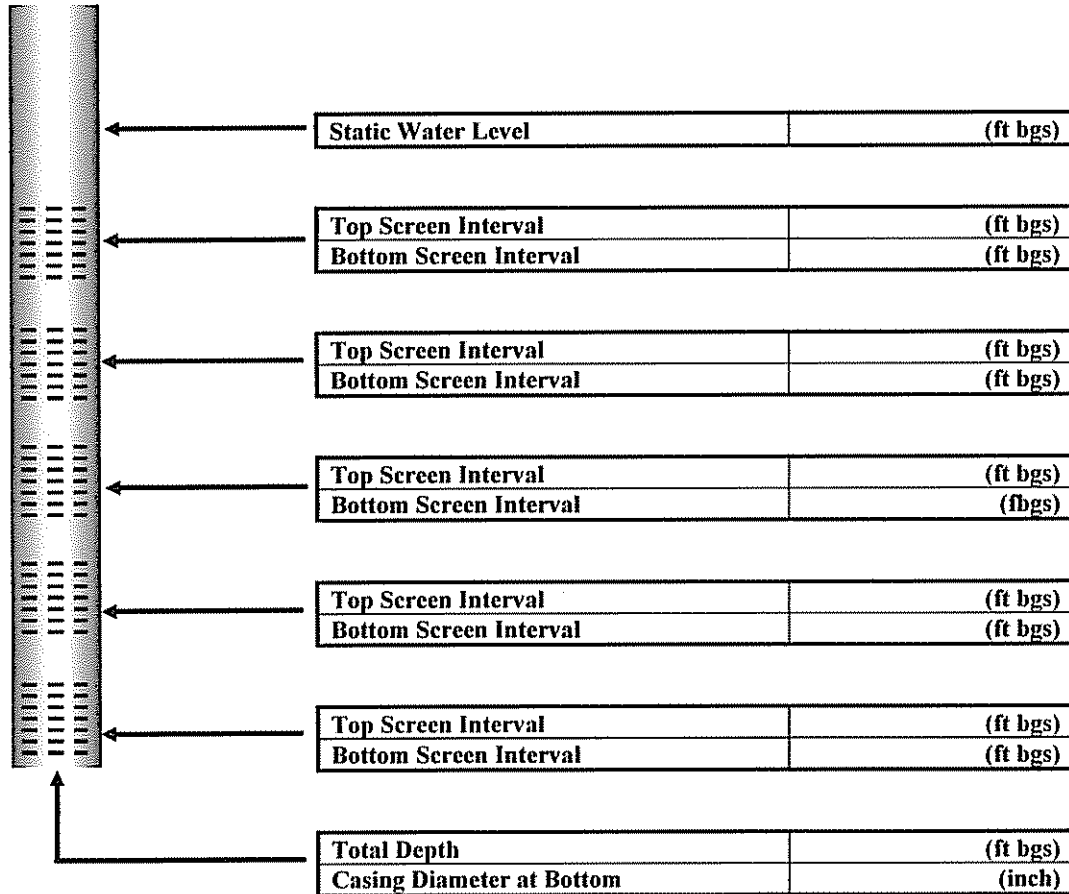
Pump Information

Pump Type	
Electrical Power (kW)	
Motor Size (HP)	
Pump Setting Depth (fbgs)	
Discharge Rate (gal/min)	
Discharge Line Diameter (ft)	

Location Map

Photo

Video Log Inspection



Note:

The purpose of this page is to document observations made from inspection of the video log. These observations include depth of screened intervals, general casing and screen condition, specific areas of corrosion and severity of corrosion, total depth, obstructions, etc.

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CHINO BASIN WATERMASTER

May 27, 2004

9:00 a.m. – Advisory Committee Meeting

And

11:00 a.m. – Watermaster Board Meeting

III. REPORTS/UPDATES

C. INLAND EMPIRE UTILITIES AGENCY WATER MANAGERS REPORT

1. Water Resource Report
2. Water Conservation Status Report
3. Recycled Water Program
4. Chino Basin Facilities Improvement Project
5. State/Federal Legislation
6. Public Relations

**CHINO BASIN WATERMASTER
ADVISORY COMMITTEE
May 27, 2004**

AGENDA

INTER-AGENCY WATER MANAGERS' REP ORT

**Chino Basin Watermaster
9641 San Bernardino Rd.
Rancho Cucamonga, CA 91730**

20 – 30 Minutes

Discussion Items:

- Rialto Pipeline Shutdown Next Winter (Repairs)
- State Budget Impacts on IEUA
- MWD DYY Project Status and Planned Replenishment Deliveries During FY 2004/05

Written Monthly Updates:

- Water Resources Report
- Water Conservation Status Report
- Recycled Water Program
- Chino Basin Facilities Improvement Project (Recharge)
- State/Federal Legislation
- Public Relations

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MAY 2004 WATER RESOURCES UPDATE

Water Resources Planning Activity

Highlights

■ Chino Basin Watermaster

In April, the Watermaster Advisory Board approved an agreement between IEUA, Watermaster and the City of Upland to include the Upland Recharge Basin in the Chino Basin to Recharge Projects. The Upland Basin will serve a dual function providing flood control and recharge capability. MWD representative was present to discuss their proposed policy regarding the need for retail agencies to prepare for outages of up to 7-days.

■ Metropolitan Water District of Southern California (MWD)

During March 2004, the IEUA service area imported 5,151 acre-feet of water. (see page 4 for a summary of IEUA service area total water demand and page 5 for the calendar y-t-d Tier I imported water purchases). MWD continues to see record imported water sales over its service area. Imported water sales have increased dramatically over the last month. Overall deliveries are on a 12 month sales track of 2.4 million acre-feet!

■ CALFED: Updates

The CALFED Authority approved an award of \$63 million in Proposition 13 and 50 grants for drinking water and watershed programs, including over \$4 million for the Chino Creek Master Plan and Surface Wetlands and Chino Creek Park projects at its April meeting. The Bay Delta Public Advisory Committee met on May 13th and discussed draft CALFED program plans, development of criteria for prioritizing surface storage investigation projects, and the draft finance options report. Future sources of funding for CALFED programs (beyond 05/06 when the Proposition 50 funds are expected to be fully used) is major concern. After months of negotiations, Congress marked up and passed out of their respective resources committee legislation to reauthorize federal participation in CALFED in late April and early May. S. 1097 (Feinstein/Boxer) would provide \$489 million over 6 years for the CALFED program while HR 2828 (Calvert) would authorize \$389 million over 4 years. In addition, the HR 2828 includes language that would make recycled water projects included in the Southern Area Regional Water Recycling Program (including the Inland Empire Recycled Water Project) eligible under Title 16 for federal construction assistance. Assuming both bills pass out of their respective houses, a conference committee will be convened later this summer to reconcile differences between the legislation.

■ Water Conservation Activity Summary—The High Efficiency Clothes Washers Rebate program continues to perform very well. Nearly 200 rebates were issued during the month of April. This brought the rebate program to over 3,000! Only LA Dept of Water and Power, San Diego and Orange County have completed more rebates. A number of retail agencies and IEUA completed their Ultra Low Flush (ULF) toilet exchange programs during April and May. In all, about 1,700 ULF toilets are being installed.

■ Colorado River: Updates and Issues

Drought conditions continue to worsen on the Colorado River. Lake Powell and Lake Mead are at historic low levels The West is entering its eighth dry year interrupted by just one wet winter. The U.S. Bureau of Reclamation has warned that it may be forced to curtail deliveries to Nevada, Arizona and California. This is the first time that this has been considered.

■ State Water Plan (Bulletin 160-03)

Lester Snow, the new director of the Department of Water Resources, announced that the draft state water plan is being revised to incorporate an integrated water management approach in the plan's recommendations. The Department expects to release a draft plan in June with public hearings scheduled over the summer.

■ Regional Water Conservation Partnership Workgroup

In April, the Workgroup decided to proceed with a program called "The National Theater for Children" as part of the regional school education program. The National Theater program will focus of the K-6 grade students by providing a scripted play with a theme on the importance of being water efficient and water conservation minded. The National Theater program is already being used in the City of Chino, City of Ontario, and Cucamonga Valley Water District. Also, the Workgroup decided to pursue a program to install native landscape gardens in elementary schools. This program, called "A Garden in Every School" has been successfully implemented in the Redlands School District. An introductory workshop for teachers about this program will be held on June 8. Finally, a pilot landscape audit program will be underway in May to get a jump on the MWD weather-sensitive "ET" controller rebate program that is scheduled to roll out in July.

■ Water Resources Coordination Calendar

A comprehensive Agency-wide water resources calendar is being maintained on page 6 of this report.

Water Conservation Budget/Actual (FY 2003-04)

<u>Revenues (est)</u>	<u>Annual Budget</u>	<u>Est. Actual to date (July-Apr)</u>
Imported \$3/AF Surcharge	\$195,000	\$168,333
Retail Meter Revenue	\$ 60,000	\$ 50,000
Property Tax	\$ 75,000	\$ 62,500
Regional Sewage Fund Transfer	\$ 50,000	\$ 41,666
FY 02/03 Carry Over	\$ 22,300	\$ 22,300
Total	\$402,300	\$344,799
Other Agency Funding		
MWD (est CCP Credits and Rebates)	\$ 892,000	\$ 354,920
DWR Grants—X-Ray Processors	\$ 330,000	\$ 20,700
Sub Total	\$1,222,000	\$ 385,620
Total Budget	\$1,590,000	\$720,419

*Total budget does not include a grant from DWR for the CIM project in the amount of \$2,060,000

Expenditures

<u>Individual Projects/Programs</u>	<u>Budget</u>	<u>Actual (July-Apr)</u>	<u>Source of Funding</u>
HECWs	\$282,500	\$170,722	MWD, IEUA
ULFTs	\$771,800	\$399,948	MWD, IEUA
X-Ray Film Processor	\$330,000	\$ 48,426	DWR, IEUA, MWD
Landscape Programs	\$50,000	\$ 440	IEUA
Pool Cover Rebate	\$12,000	\$ 9,146	IEUA
CUWCC Dues	\$12,000	\$ 0	IEUA, MWD
Educational Programs	\$40,000	\$ 25,218	IEUA
Inter-Agency Grants	\$16,000	\$ 6,000	IEUA
Water Brooms	\$57,000	\$ 52,311	IEUA, MWD
Pool Cover Survey	\$ 8,500	\$ 8,187	MWD
Agency Support	\$ 2,300	\$ 2,300	IEUA
Other	\$ 2,900	\$ 1,506	IEUA
Totals	\$1,590,000	\$724,204	

Water Conservation Rebate Programs 2003-04

- **ULFT Rebate Program** - A total of 111 rebates were issued in the month of April, bringing the total number of rebates up to 1,404 for the length of the program and 1,189 rebates within the current FY. The FY goal is to complete 1,000 rebates. This program has now exceeded the region's annual goal of 1,000 rebates. Additional promotion of the program is planned during "May is Water Awareness Month."
- **High Efficiency Clothes Washer Rebate Program** — A total of 190 rebates were issued in the month of April, bringing the program total to 3,063 rebates issued. For the current FY, 1,504 rebates have been issued. The FY goal is to complete 2,500 rebates. This is a continuing rate of 40 to 50 per week. The region is at 60 percent of the annual goal for this program. Additional promotion of the program is planned during "May is Water Awareness Month."
- **Swimming Pool Cover Customer Survey** — There were 432 rebates were issued to residents within the IEUA service area. IEUA has completed a "Swimming Pool Cover Customer Survey" as part of an \$8,500 Innovative Conservation Program (ICP) grant received from MWD. The data has been compiled and a final program report has been issued. The report's key findings showed that a range of water savings can be calculated at between 8,000 to 10,000 gallons annually per pool cover and that the rebate program is cost-effective at a \$50 rebate. Staff will present the finding to the IEUA Board in May.
- **Swimming Pool Cover Rebate Program**—The Swimming Pool Cover Rebate Program will start up in July 2004 and run through the end of September 2004. IEUA is budgeted for 300 rebates.

Water Conservation Programs FY 2003-04

- **Spring Retail Agency ULFT Programs** — In April and early May, the City of Chino, the Monte Vista Water District, and the City of Ontario conducted toilet exchanges programs by offering approximately 900 ULFT toilets to residents within their individual service areas. Almost all of the new ULFT toilets were handed out to residents. On May 8, IEUA conducted a regional distribution program by providing 800 ULFT toilets. All toilets were handed out within 2 1/2 hours. Because the old toilet return programs are still ongoing, final numbers are pending. IEUA will report on the final results next month.
- **Multi-Family ULFT exchange Programs** — At the end of April, 1,956 ULFT's have been installed during the current FY. The FY goal is to install 3,900 ULFT's. The region is at 50 percent of the annual goal for this program. A program to test the costs of installation of 1,100 ULFT's is scheduled for the May/June.
- **X-Ray Film Processors** — This program, funded with a \$230,000 DWR grant and additional funding from MWD, will install up to 50 X-Ray film processor rinsing/flushing water recycling units at area hospitals. Through the end of April, 11 Processors have been installed at area hospitals and clinics. In March, DWR staff agreed to extend the funding contract an additional year. Once approved by DWR, the funding contract will end on June 30, 2005.
- **California Urban Water Conservation Council (CUWCC) Activities** — Invoices for 2003 dues have been sent out to signatory agencies by CUWCC. In the IEUA service area, the annual dues will be split 50/50 between IEUA and the Metropolitan Water District.
- **Water Education Water Awareness Committee (WEWAC) Activities** — WEWAC held the award ceremonies to honor the winners of the video contest on May 6th in the City of La Verne. WEWAC Committee members will be receiving oral presentations in June from the teachers who were awarded "EduGrants."
- **Landscape Programs** - IEUA and Regional Water Conservation Partnership is proceeding with new pilot programs in landscaping: "A Garden in Every School" program will provide a native landscape garden at seven schools in the service area. A teacher workshop is planned for June 8th that will help identify schools. Another pilot program is underway that provides professional landscape audits to retail water agency identified commercial and residential properties within the IEUA service area. Once the audits are completed, the properties may qualify for a free "weather sensitive" irrigation controller through a program funded by Metropolitan Water District and the California Dept of Water Resources.
- **Grant Funding Opportunities**—The following Proposition 50 funding opportunities are expected to be available this year:
 - Water Desalination: \$50 million for water desalination projects, administered by DWR. Applications are expected to be available July 12, 2004, with a due date of September 13, 2004.
 - Water Use Efficiency: \$30 million for Urban and Agricultural Water Use Efficiency Projects, administered by DWR. Applications may become available in June, 2004.
 - Water Security and Safe Drinking Water: The first round of funding is dependent on the outcome of the budget. The consolidated grant proposal will be jointly administered by the Department of Health Services and the State Water Resources Control Board, and the application is expected to be available in the fall of 2004.
 - Integrated Regional Water Management: The first round of funding is dependent on the outcome of the budget. The consolidated grant proposal will be jointly administered by the Department of Water Resources and the State Water Resources Control Board, and the application is expected to be available in October 2004.

Drinking Water Quality Issues/Activities

- **Perchlorate Contamination Issues**

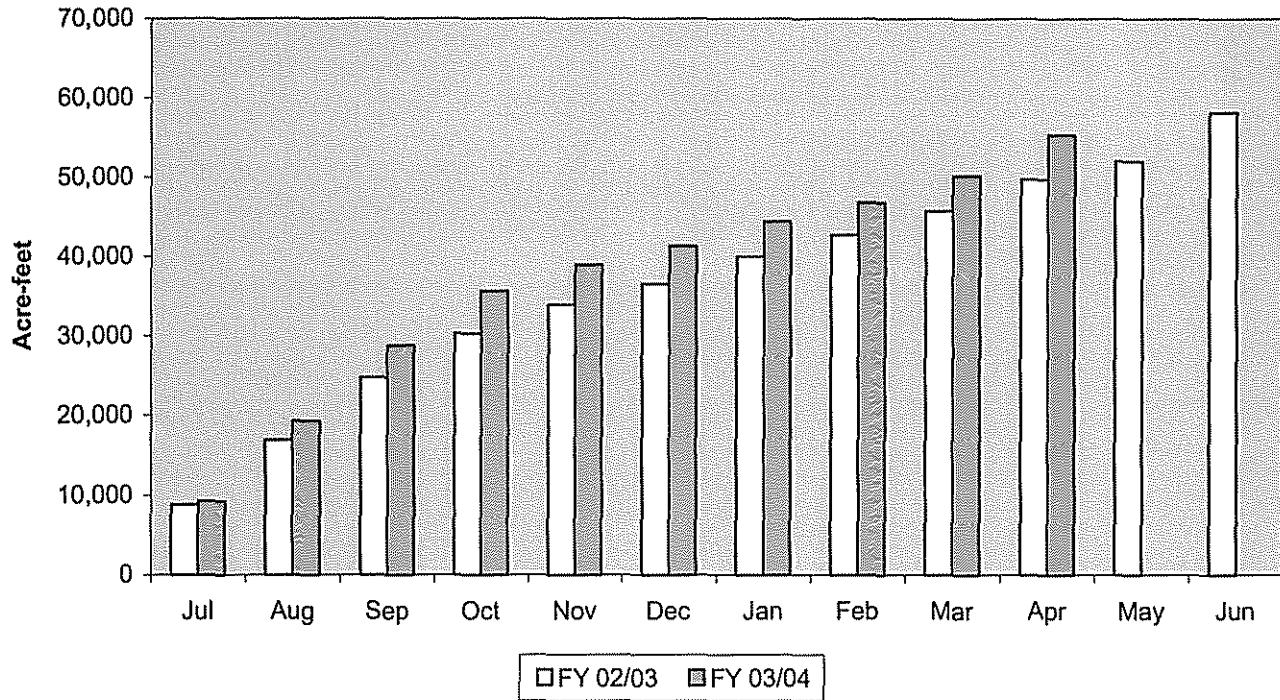
The Department of Defense's efforts to seek an exemption on its perchlorate clean-up responsibilities were rejected by both the U.S. House of Representatives and the Senate in early May. (Metropolitan Water District, the Association of California Water Agencies (ACWA), and the American Water Works Association (AWWA) are all opposed as well to the exemption.) The Department is expected to continue to push for the inclusion of this language in the defense authorization bill when it moves to the House-Senate conference committee. Cucamonga Valley Water District is working with regional agencies on the development of a Pulsed Ultra-Violet Light pilot project to demonstrate emerging technology for the removal of perchlorate from groundwater supplies.
- **Salinity Management Issues**

The Salinity Management Coalition hosted a meeting on May 7th with representatives of the Pacific Water Quality Association (water softener industry representatives) to discuss opportunities to work together on the reduction of salinity in wastewater treatment systems from the use of water softeners. The Association will develop a proposal on pilot projects that can be implemented within the region, including public education and a "tune-up" program for water softeners. Final comments on the AWWARF report characterizing salinity sources within the regional sewage treatment system will be completed in late May.
- **Arsenic**

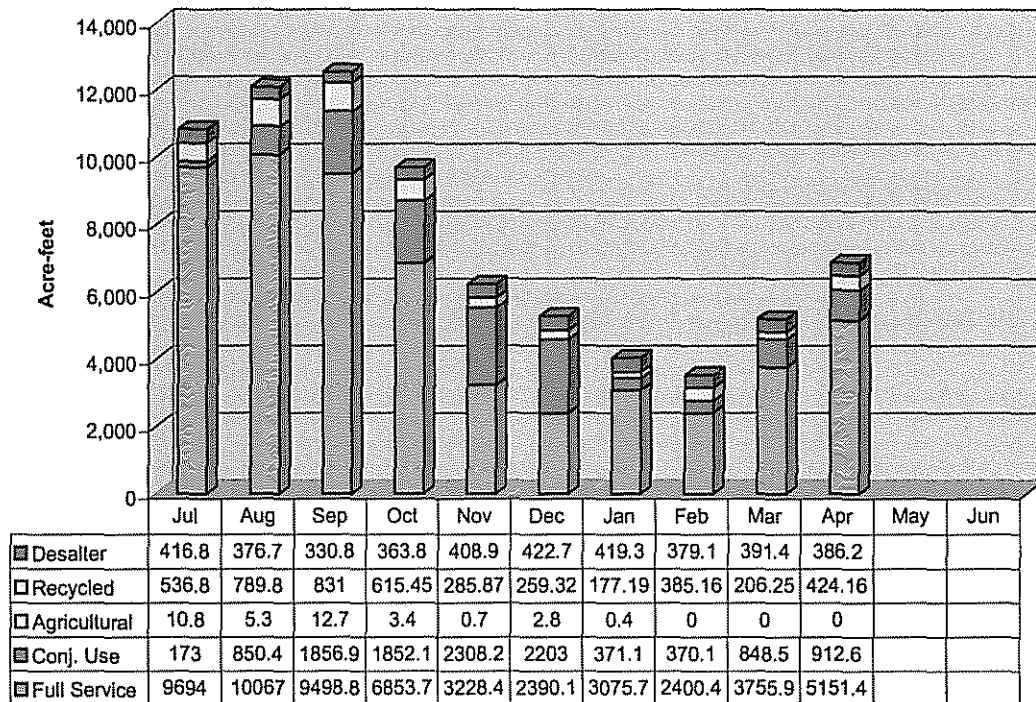
California has set a public health goal of 2 parts per billion for arsenic on April 26th. This is the lowest level that can be detected using current technology. The State Department of Health Services will use the public health goal (PHG) to create a standard for the maximum allowable level of arsenic in drinking water, which by law must be as close to the PHG as is economically and technically feasible. The 2006 federal standard is 10 PPB (current level is 50 PPB)

Y-T-D FY 2003/2004 vs FY 2002/2003

IEUA
Cumulative Monthly Full Service Imported Water Deliveries

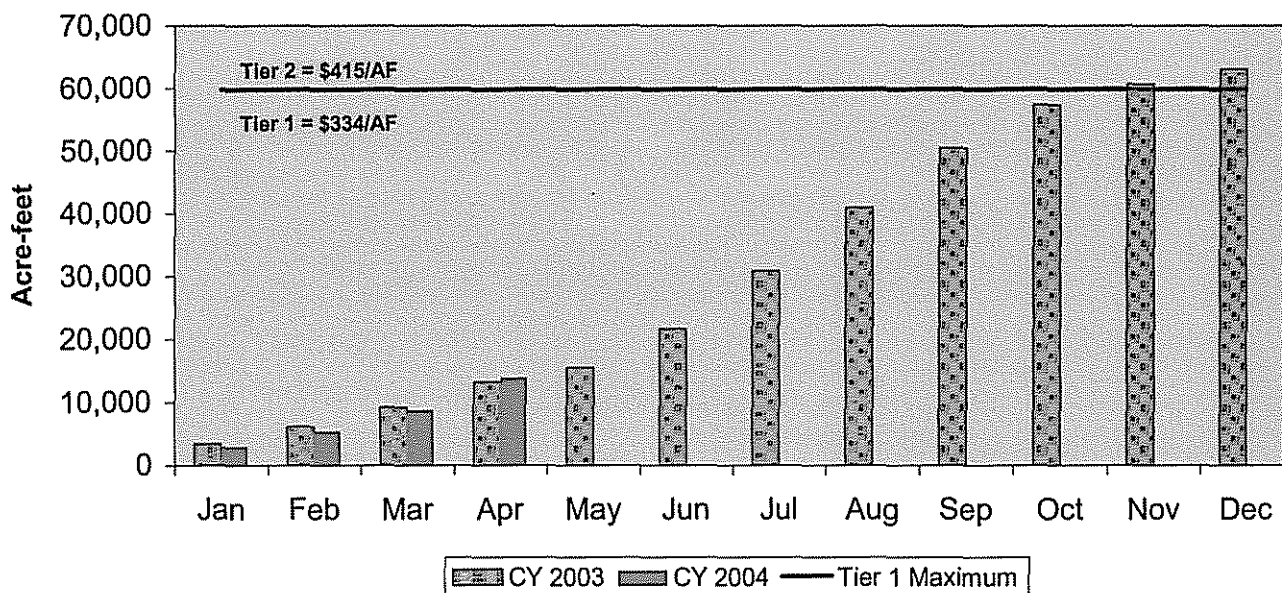


IEUA FY 03/04 Monthly Water use

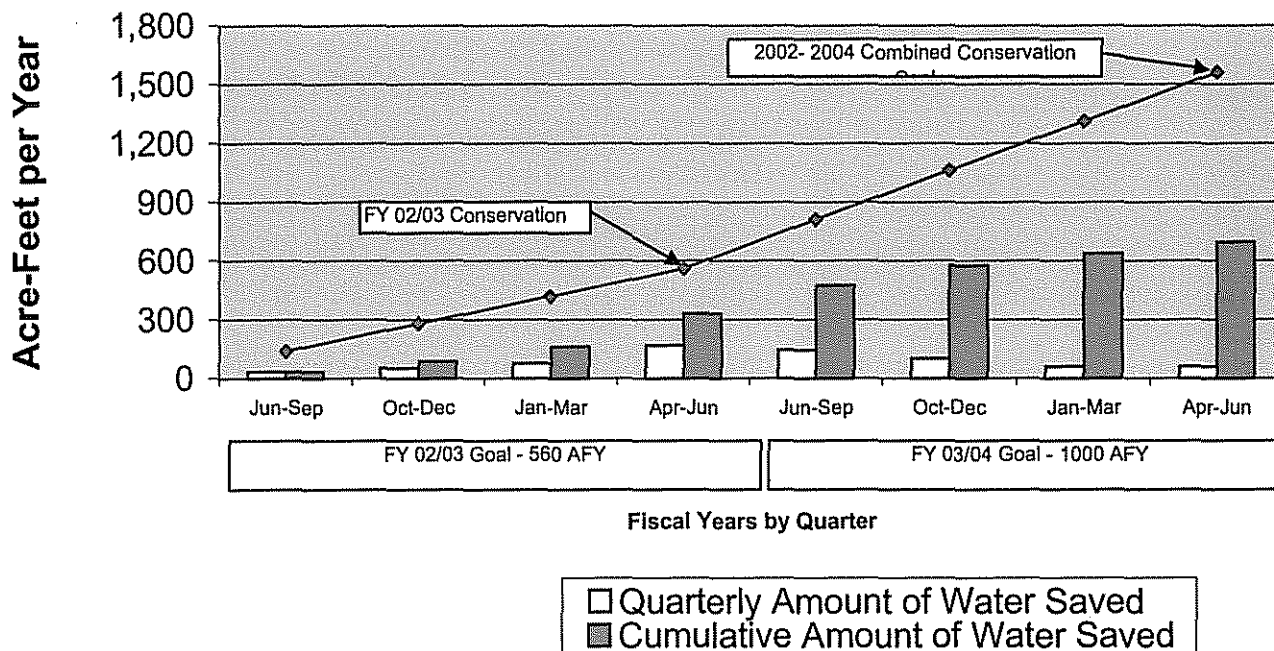


CALENDAR YEAR 2004 TIER I/II PURCHASES

IEUA Cumulative Monthly Tier 1 Imported Water Deliveries 2003-2004



Water Conservation

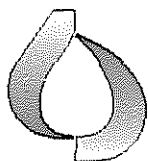


June 2004

SUN	MON	TUE	WED	THU	FRI	SAT
		1 Consv Partnership Workgroup Mtg SAWPA Committees	2 IEUA Board Mtg	3 Regional Tech Committee Mtg @ Fontana	4	5
6	7 IEUA Water Resources Committee Mtg	8 Teacher Workshop @ IEUA (A Garden In Every School) SAWPA Commis-	9 IEUA Board Committee Mtg Day	10 Regional Policy Committee Mtg @ Ontario	11 MWD MA Managers Mtg @ MWD	12
13	14	15 S.C. Water Dialogue Mtg @ MWD	16 IEUA Board Mtg	17	18	19
20	21	22 WEWAC Mtg	23	24 CB Watermaster Advisory Committee and Board Mtgs MWD Monthly Mtg	25	26
27	28	29 Anaerobic Digester Summit @ IEUA	30 Anaerobic Digester Summit @ IEUA			

July 2004

SUN	MON	TUES	WED	THUR	FRI	SAT
				1 Regional Tech Committee Mtg @ Montclair	2	3
4	5	6 Consv Partnership Workgroup Mtg SAWPA Committees	7 IEUA Board Mtg	8 Regional Policy Committee Mtg @ Montclair	9 MWD MA Managers Mtg @ MWD	10
11	12 IEUA Water Resources Committee Mtg	13 Watermaster Ag Pool Mtg SAWPA Commission Mtg	14 IEUA Board Committee Mtg Day	15	16	17
18	19	20 S.C. Water Dialogue @ MWD	21 IEUA Board Mtg	22 CB Watermaster Advisory Committee and Board Mtgs MWD Monthly Mtg	23	24
25	26	27 WEWAC Mtg	28	29	30	



Date: May 27, 2004
To: Inter-Agency Advisory Committee
From: Inland Empire Utilities Agency
Subject: Water Conservation Report

RECOMMENDATION

For Information Only

BACKGROUND

ULF TOILET REBATE PROGRAM

A total of 111 rebates were issued in the month of April, bringing the total number of rebates up to 1,404 for the length of the program, and 1,189 rebates within the current FY. The current fiscal year goal is to complete 1,000 rebates. This program has now met and exceeded the annual goal.

HECW REBATE PROGRAM

A total of 190 rebates were issued during the month of April, bringing the total to 1,504 issued during the current fiscal year. A total of 3,063 rebates have been issued over the length of the program. The current fiscal year goal is 2,500 rebates which puts this program at 60 percent of the goal.

AGENCY ULFT EXCHANGE PROGRAMS

All of the ULFT exchange programs that were scheduled for spring have been completed (City of Chino, Ontario, Monte Vista Water District and the IEUA Regional Exchange programs). Nearly all of the 1,700 ULFT's that were available in these programs were distributed to single-family residents of the various agency service areas. Once all of the old toilets have been returned and a final accounting from each program has been completed, the results will be reported.

MULTI-FAMILY ULF TOILET EXCHANGE PROGRAM

IEUA and its retail water agencies provide free ULF toilets to multi-family property owners throughout the year. The number of ULF toilets installed in the month of April is 162. For the current FY, the program has installed 1,956 toilets. The goal is to complete 3,900 installations, which currently puts the program at 50 percent of the annual goal.

LARGE LANDSCAPE AUDIT PROGRAM

A large landscape audit program is now under way. Working with IEUA's Partnership agencies, properties with high water use have been targeted and will be offered a free landscape audit/survey to determine improvements needed to the irrigation system, plant selection, stormwater retention prospects, and recycled water use potential. Final recommendations at selected sites could include a weather-based irrigation controller through Metropolitan Water District's ET Controller Program.

FY 2004-05 REGIONAL WATER CONSERVATION BUDGET

The proposed budget has been reviewed and supported by the IEUA Board of Directors, Chino Basin Watermaster Advisory Committee, and the Regional Technical and Policy Committees. The water conservation is scheduled to be formally approved by the IEUA Board of Directors in June as part the agency's overall budget.

SWIMMING POOL COVER SURVEY PROGRAM

IEUA has completed a "Swimming Pool Cover Customer Survey" as part of an \$8,500 Innovative Conservation Program (ICP) grant received from MWD. The data has been compiled and a final program report has been issued to MWD. The report will be formally presented to the IEUA Board of Directors, the Regional Conservation Workgroup, and the MWD Conservation Coordinators in May.

"A GARDEN IN EVERY SCHOOL" PROGRAM

A program to offer a native landscape garden to selected public elementary schools has begun. Working in conjunction with IEUA's Partnership agencies, a contractor has been retained who has extensive experience in identifying teachers and schools where these gardens can be installed. A teacher workshop has been established for June 8th. The location of the workshop will be IEUA's Event Center in Bldg B. The program goal is to install 7 native plant gardens at 7 different schools during the summer and fall.

APRIL 2004 RECYCLED WATER SUMMARY

Capital Projects Summary

Phase I - Projects Under Construction

■ RP-1/RP-4 Pump Station (Budget \$7,718,000)

The pump station will deliver recycled water from RP-1 to RP-4 to meet the demand in the RP-4 service area. The project also includes a pump station at RP-4 to pressurize the distribution system northward. The construction contract was awarded in March 2003. Construction will be completed by July 2004.

■ RP-1 Chlorination Tank (Budget \$4,817,000)

TP-1 Outfall line, over time, has been used for chlorine contact time. The chlorination tank will increase the availability of the TP-1 Outfall line as a transmission main to deliver recycled water to farmers and dairies plus businesses and residential developments along the pipeline. The construction contract was awarded in March 2003. Construction will be completed by July 2004.

■ Pine Avenue Intertie (Budget—Phase I & II \$1,066,000) COMPLETE

■ Wineville Pipeline (Budget \$2,307,200) COMPLETE

Inland Paperboard Packaging will begin taking recycled water in Summer 2004.

■ Reliant Pipeline (Budget \$1,115,476) COMPLETE

■ Philadelphia Pipeline (Budget \$3,591,400)

The Philadelphia Pipeline will deliver recycled water to the Ely Basins for groundwater recharge and for irrigation water to the new Kaiser Hospital facility and to other smaller customers. The portion of the pipeline in front of the Kaiser facility is completed. The original alignment of the pipeline from RP-1 has been redesigned to go along the parameter of the existing golf course due to the City of Ontario's termination of development of the planned soccer field. Construction will be completed in July 2004.

■ Whittram Pipeline (Budget \$3,620,000)

The Whittram Pipeline will serve recycled water to the Banana and Hickory Basins. Project was bid March 11, contract will be approved April 21, with state approval by April 28, 2004. Construction is scheduled for completion by December 2004.

■ RP-4 West Branch (Budget \$9,849,000)

Design for the RP-4 West Branch is complete. The pipeline will serve recycled water to Turner Recharge Basins and Empire Lakes Golf Course as well as other customers in Ontario and CVWD. Bid was opened on March 11, 2004 and will be awarded on May 10, 2004. The project will be completed by Spring 2005.

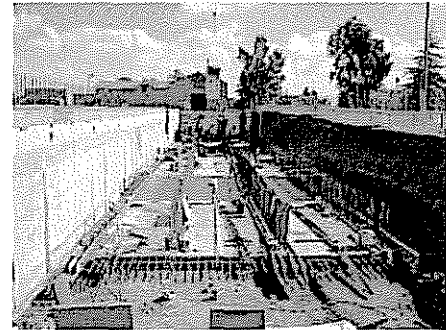
Total Budget—Active Projects—\$34,084,276

Phase II - Engineering Design

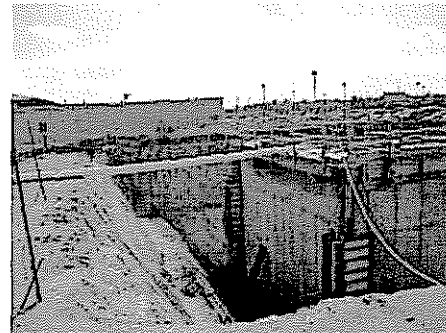
RFP for the Phase II of Regional Recycled Water Distribution System was circulated on March 10, 2004 and includes:

1. Recycled Water Master Plan Update
2. RP-4 Area 2 MG Regional Recycled Water Reservoir, Pipeline and Pump Station
3. North Etiwanda Regional Water Pipeline and Pump Station
4. Etiwanda Avenue 3 MG Regional Recycled Water Reservoir
5. RP-1 South Regional Recycled Water Pump Station
6. West Edison Recycled Water Pipeline

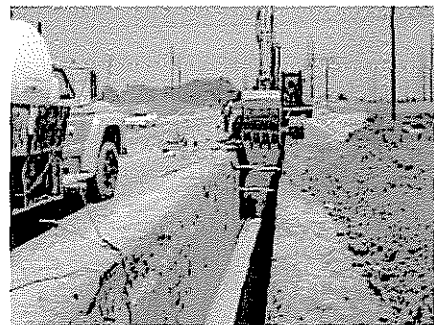
Total Budget—\$28,000,000



RP-1 Chlorine Contact Basin

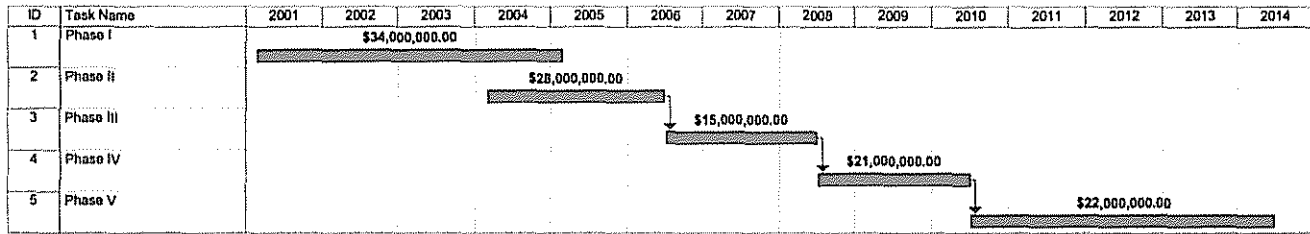


RP-1 New Pump Station



Phase I Etiwanda Recycled Water Pipeline

Total Implementation Plan



Phase I Implementation Plan

ID	Task Name	Budget	Actual	Remaining	2003												2004											
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan					
1	RP-1/RP-4 Pump Station	\$7,718,000	\$4,367,631	\$3,350,369	[Gantt bars]																							
2	RP-1 Chlorination Tank	\$4,817,200	\$3,211,025	\$1,606,175	[Gantt bars]																							
3	Pine Avenue Interline	\$1,068,000	\$998,848	\$69,152	[Gantt bars]																							
4	Wineville Pipeline	\$2,307,200	\$1,238,098	\$1,069,102	[Gantt bars]																							
5	Reliant Pipeline	\$1,115,476	\$371,207	\$744,269	[Gantt bars]																							
6	Philadelphia Pipeline	\$3,591,400	\$688,295	\$2,903,105	[Gantt bars]																							
7	Whittram Pipeline	\$3,020,000	\$458,387	\$3,161,613	[Gantt bars]																							
8	RP-4 West Branch	\$9,849,000	\$450,013	\$9,398,987	[Gantt bars]																							

Financing Plan

Program Financing Plan:

- Regional Capital Fund 20-25%
- SWRCB Grants 10-15%
- DWR Grant 5%
- Federal Grants 20%
- SWRCB Loans 20-35%

Annual Revenue:

- MWD LPP (Loan Repayment) \$2 Million
- Recycled Water Sales \$4-6 Million

Funding Phase I

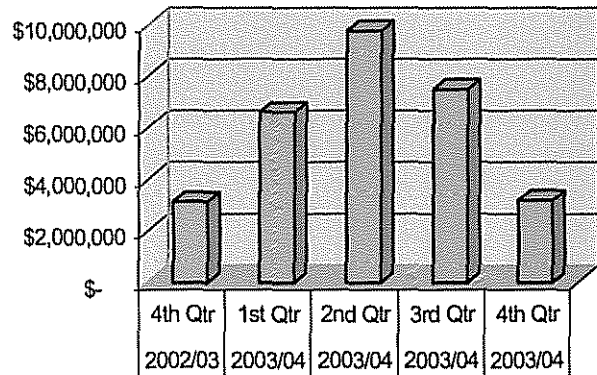
- Regional Capital Fund \$7,000,000
- SWRCB Recycling Grant \$5,000,000
- SWRCB Recycling Loan \$22,000,000

Funding Phase II

- Regional Capital Fund \$3,000,000
- SWRCB Recycling Grant* \$5,000,000
- SWRCB Loan* \$20,000,000

*SWRCB Funding application submitted in September 2003 and funding expected in July 2004.

Regional Recycled Water Phase I—Projected Cash Flow



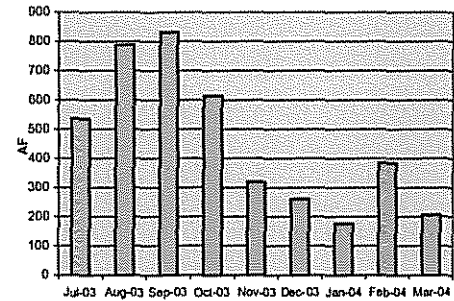
Activity Summary

New Customers in 2003

- 13 new recycled water customers were connected:

	Expected Usage (AF)
CW Farm (former Arthur Farms)	1,000
Lewis Homes Corporation	120
Big League Dreams	100
Fairfield Ranch Neighborhood Park	20
Higgins Brick	5
Engelsma Dairy	150
DBRS Medical System	1
Central Chino Business Park	10
Artesian HOA	5
Reliant Energy	1,000
Fairfield Ranch Business park Phase I	5
Macro-Z Technology	1
Industrial Real Estate Development	3
Total	2,420

Recycled Water Sales



Delivery Period	FY 2002-03	FY 2003-04
March	142	206
Year to Date	646	769
FY Total	3,433	4,087
Budget		6,950

New Customers in 2004

- Fairfield Ranch Business Park Phase II**
Received an approval for the engineer's report from DHS. Needs to complete the cross-connection test prior to using recycled water.
- New Chino Hills High School and elementary school**
The school board has accepted to use recycled water on the school ground. The City of Chino Hills is in the process of preparing the engineer's report.
- Quetico II**
Started to use recycled water in February
- Sterling & Pinnacle Apartment in Chino Hills**
Submitted the engineer's report to DHS
- Inland Paper Board**
In the process of negotiating with Inland Paper Board to use recycled water.
- Kaiser Hospital**
In the process of preparing the engineer's report. With the completion of Philadelphia pipeline in June, Kaiser will start to use recycled water.

Operation & Planning

- RP-4 Outfall line repair was completed on March 12, 2004 after many rain delays.

Potential Customers in 2005

- City of Chino**
CIM (CalPoly & Laundry facility), OLS Energy, College Park (2,500 homes, 2 schools, extension of Ayala Park over 435 acre), Paradise Textile, and Mission Linen
- City of Chino Hills**
Oak Crest Golf Course
- City of Ontario**
Ontario Mills, Crothall Laundry, and Agricultural customers
- City of Rancho Cucamonga**
Empire Lakes Golf Course



DBRS Medical System in Chino

Customer Development

■ Agricultural customers along the TP-1 Outfall line

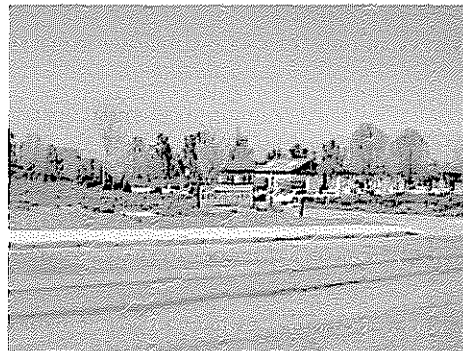
Once the RP-1 chlorine contact basin is completed, many agricultural customers and other outfall customers could be served as early as early summer 2004. In the process of preparing priority list of customers now.

■ Focused Customer Marketing

Large customers with annual usage over 100 AFY will be targeted. Other smaller customers will be added along the way. IEUA staff is working closely with the retail agencies to develop and update the customer list and to coordinate marketing effort. IEUA's recycled water marketing database was distributed to the Cities of Chino, Chino Hills, Ontario, and Cucamonga Water District to aid with the customer and recycled water use tracking.

■ Targeted Major Customers in 2004

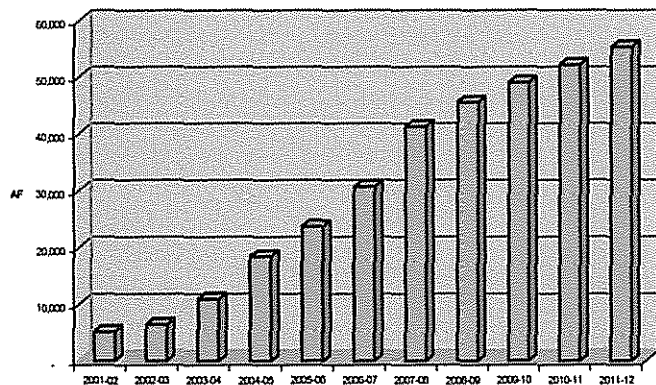
1. Empire Lakes Golf Course	800 AFY
2. Additional Farms on Outfall	5,000 AFY
3. Ontario Center Owners Association	260 AFY
4. California Co-generation	250 AFY
5. Oak Crest Golf Course	500 AFY
6. CIM (Farming Operation & Laundry Facility)	1,500 AFY



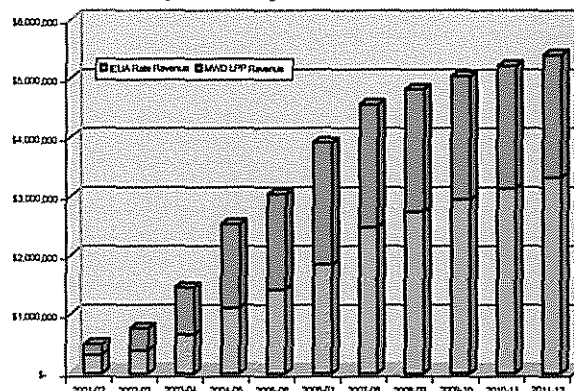
Rincon Park in Chino Hills

Projected Sales & Revenue

Projected Recycled Water Sales



Projected Recycled Water Revenue



Regulatory/Permits

■ CEQA—PEIR Certified	June, 2002
■ CBWM Article X—Approved	May, 2002
■ SARWQCB Basin Plan—Approved	January, 2004
■ DHS Title 22 Report (Recharge)	June, 2004
■ SARWQCB Discharge Permit	Summer, 2004



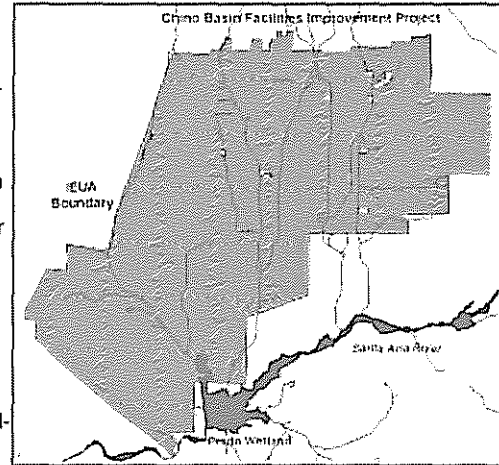
Construction of Oak Crest Golf Course in Chino Hills



APRIL 2004 CHINO BASIN FACILITIES IMPROVEMENT PROJECT SUMMARY

Program Description

The Chino Basin Facilities Improvement Program (CBFIP), a joint effort of the Chino Basin Watermaster (CBWM), the Chino Basin Water Conservation District (CBWCD), the Inland Empire Utilities Agency (IEUA), and the San Bernardino County Flood Control Department (SBCFCD) is well underway with six of eight bid packages being constructed. IEUA was selected as the "Contracting Agency", established financing for the CBFIP through grants from the Santa Ana Watershed Project Authority (SAWPA) under Proposition 13 in June 1999. The CBFIP is a system comprised of activation of two Metropolitan Water District turnouts from the Rialto Pipeline and construction of a new turnout on the Etiwanda Intertie; modifications to several flood control channels conveying imported water, storm water and recycled water; and five rubber dams and three drop inlets diversion structures in the flood control channels to divert the water to the 18 groundwater recharge sites. The 18 sites have 42 recharge basins varying from 1 to 5 basins at the respective sites. The groundwater recharge sites, when fully developed will have a total annual recharge capacity of 120,000 to 170,000 ac. ft.; 20,000 to 25,000 of storm water; 80,000 to 120,000 ac. ft. of imported water; and 20,000 to 25,000 ac. ft. of recycled water.



The construction of the CBFIP will be in eight phases, with different contractors, totaling \$38,700,000. Construction is projected for completion in March 2005.

Project Purpose:

The purpose of the project is to provide storm water and imported water recharge facilities improvements required to increase groundwater recharge in the Chino Basin and to implement the Recharge Master Plan and Optimum Basin Management Program (OBMP)

Project Participant:

- Inland Empire Utilities Agency (Lead, Contracting Agency)
- Chino Basin Watermaster
- San Bernardino County Flood Control District
- Chino Basin Water Conservation District
- SAWPA

Design and Construction Management Team:

- Tettermmer & Associates (Design Consultant)
- Black & Veatch/IEUA (Program & Construction Management)
- URS/Twining-Govil-Ryan (Geotechnical Consultant)

Bid Package No. 1 (Budget \$8,250,000)

Bid Package No. 1 includes six basins: Banana Basin, College Heights Basins, Lower Day Basin, RP-3 Basins, Turner Basin No. 1, Turner Basins No. 2, 3, & 4

Work Accomplished

- RP-3 - SUBSTANTIALLY COMPLETE
- College Heights Basins - SUBSTANTIALLY COMPLETE
- Turner Basins 2, 3, & 4 - SUBSTANTIALLY COMPLETE
- Turner Basin 1 - SUBSTANTIALLY COMPLETE
- Lower Day Basin - SUBSTANTIALLY COMPLETE
- Banana Basin - SUBSTANTIALLY COMPLETE
- Acceptance date: May 21, 2004

Bid Package No. 2 (Budget \$6,700,000)

Bid Package No. 2 includes three basins: Declez Basin, Ely Basins 1, 2, & 3, and 8th Street Basins; four rubber dams: College Heights (San Antonio Channel), Lower day Basin (Day Creek Channel), RP-3 Basins (Declez Channel), Turner Basin No. 1 (Cucamonga Channel); and three drop inlets: Brooks Basin (San Antonio Channel), Turner Basins 2, 3, & 4 (Deer Creek Channel), and Victoria Basin (Etiwanda Channel).

Basins status

- Declez Basin - SUBSTANTIALLY COMPLETE
- Ely Basins 1, 2, & 3 - SUBSTANTIALLY COMPLETE—Sluice gates stolen—reorder & install.
- 8th Street Basins - SUBSTANTIALLY COMPLETE

Rubber Dam status

- The four rubber dams are installed in the channels and have been manually air tested—

(Continued on page 2)

(Continued from page 1)
SUBSTANTIALLY COMPLETE.

Drop Inlets

- The three drop inlets—SUBSTANTIALLY COMPLETE

Monitoring Wells at Brooks Basin —SUBSTANTIALLY COMPLETE

- Monitoring Wells at Brooks Basin
- Expected Acceptance Date: May 21, 2004

Bid Package No. 3 (Budget \$3,200,000)

- Construction began January 5, 2004.
- Bid Package No. 3 includes the construction of 11,000 linear feet of 36" diameter pipeline in Jurupa Avenue from the Jurupa Basin at Mulberry Avenue to Beech Avenue at the RP-3 Basins.
- 2,000 lineal feet has been installed from RP-3 site westward along Jurupa Avenue. The project is 23% complete.
- The construction period is 377 calendar days.

Bid Package No. 4 (Budget \$2,300,000)

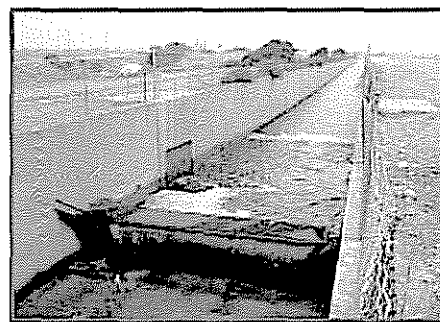
- Bid package No.4 consists of constructing (1) a canal and 100 linear feet of 48" pipe to convey water to (2) the Jurupa Pump Station and (3) 400 lineal feet of 36" diameter cement mortar lined & coated (CML & C) steel pipe force main.
- The Jurupa Basin Pump Station was bid November 20, 2003 and was awarded December 3, 2003. The "notice to proceed" was issued at preconstruction meeting held February 19, 2004. Construction started on February 20, 2004.
- SBCFCD has committed to constructing a section of the San Sevaine concrete channel with a drop inlet and pipeline to deliver stormwater, imported water, and recycled water to Jurupa Basin that will be pumped to the RP-3 Basins and the De-clez Basin. The remainder of the San Sevaine Channel between Valley Boulevard to the Jurupa Basin drop inlet will be an open channel until funds are available to complete channel lining.
- The construction period is 218 calendar days.

Bid Package No. 5 (Budget \$3,700,000)

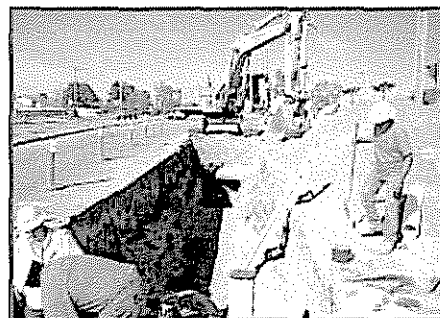
- DenBoer has begun construction at the IEUA RP-3 site; and is measuring cable lengths at all other sites in order to purchase cables and appurtenances.
- Radio controls will monitor and govern water levels in all the basins, control the drop inlets and rubber dams; four monitoring sites will be established at the CBWM, CBWCD and SBCFCD offices with the master controls located at RWRP-1. The SBCFCD offices will have a satellite control station.

Basins status

- Montclair Basins—The SCADA system will be installed in the Montclair Basins to control the inlet and internal gates.
- The construction period is 200 calendar days.



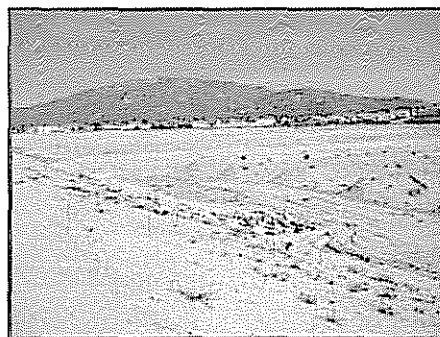
College Heights Rubber Dam inflated



Jurupa Force Main in construction



Lower Day Basin



RP-3 Basins

Bid Package No. 6 (Budget \$1,400,000)

Bid Package No. 6 includes the MWD CB Turnouts No. 11T, 15T and a new connection on the Etiwanda Intertie @ Station 211 + 47.

- The Redevelopment of the two existing MWD turnouts and development of a new turnout from the Etiwanda Intertie @ location 200+47 was announced for bid December 2, 2003.
- The letter of Notification to Proceed was issue on March 19, 2004.
- IEUA pre-purchased butterfly and sleeve valves to expedite the project.
- The construction period is 193 calendar days.

It has been determined that connections at CB Turnouts No. 11T and 15T can be made without shutdown of the Foothill Feeder Pipeline. However, the Etiwanda Intertie @ Station 211 + 47 will need to be coordinated with shutdown of the Intertie in April 2004, allowing for tapping the line and tie-in.

Bid Package No. 7 (Budget \$3,770,000)

- Announcement of Bid Package No. 7, will be in April 2004, a courtesy tour of the prioritized construction sites will be conducted. The scheduled bid opening is in early May 2004, and award of contract is anticipated June 2004.
- The projects and the percentage of the design that is completed are listed by priority as follows:

Project	Design	Estimated Cost
1. RP-3 Mitigation Project, Cell #2	100% complete	\$ 500,000
2. Hickory Basin Manifold PS	100% complete	\$1,000,000
3. Banana Basin discharge	100% complete	\$ 70,000
4. Victoria Basin Completion	100% complete	\$1,000,000
5. Upland Basin	100% complete	\$ 600,000
6. Upland Basin 48" Pipeline	100% complete	\$ 150,000
7. SCADA Module	100% complete	\$ 350,000
Subtotal		\$3,770,000

- The construction period is 120 calendar days.

Victoria Basin - Windrow Earth Transport Contract (WET)

Permits for earth work in Victoria Basin have been issued by the SBCFCD. Dispatch Trucking, subsidiary of WET, has excavated 25,000 cu. Yds. Of the 100,000 cubic yards of soil from the floor of the Victoria Basin which will ultimately save \$600,000. The excavation will be over an extended period of time due to the high gravel content of the material, not being readily usable for base material for building construction.

Montclair Basins

The SCADA system will be installed in the Montclair Basins to control the inlet gate and internal gates.

Bid Package No. 8 (Budget \$3,000,000)

The project is scheduled to start in July 2004 and expected to be completed at the end of September 2004.

1. Recycled Water connections, 4 ea.	\$1,500,000
2. Monitoring wells, 9 ea.	\$1,500,000
Subtotal	\$3,000,000

Non-Construction Cost (Budget \$1,513,000)

<u>Equipment Pre-Purchased</u>	
1. Rubber Dams, 5 ea.	\$885,479
2. Sleeve and BF Valves, 3 ea.	\$264,941
<u>Equipment to be Purchased</u>	
1. Portable Pumps, 2 ea.	\$80,000
2. Pick-up Truck, 1 ea.	\$25,000
3. Road Grader, 1 ea.	\$200,000
4. Spare Parts for Valve Actuator	\$50,000
5. Safety Grates for Gate Opening	\$7,500
Subtotal	\$1,512,920

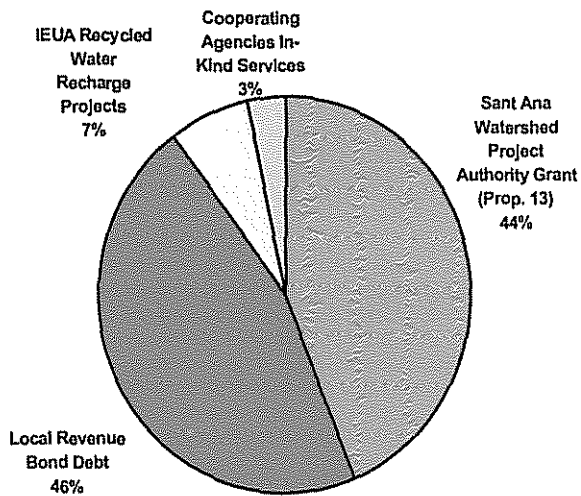
CBFIP Active Projects Construction Schedule

ID	Project Name	2004												2005															
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul							
1	Bid Package No. 1	389 days																											
2	Bid Package No. 2	285 days																											
3	Bid Package No. 3						377 days																						
4	Bid Package No. 4																												
5	Bid Package No. 5																												
6	Bid Package No. 6																												
7	Bid Package No. 7																												
8	Bid Package No. 8																												

Project Financing

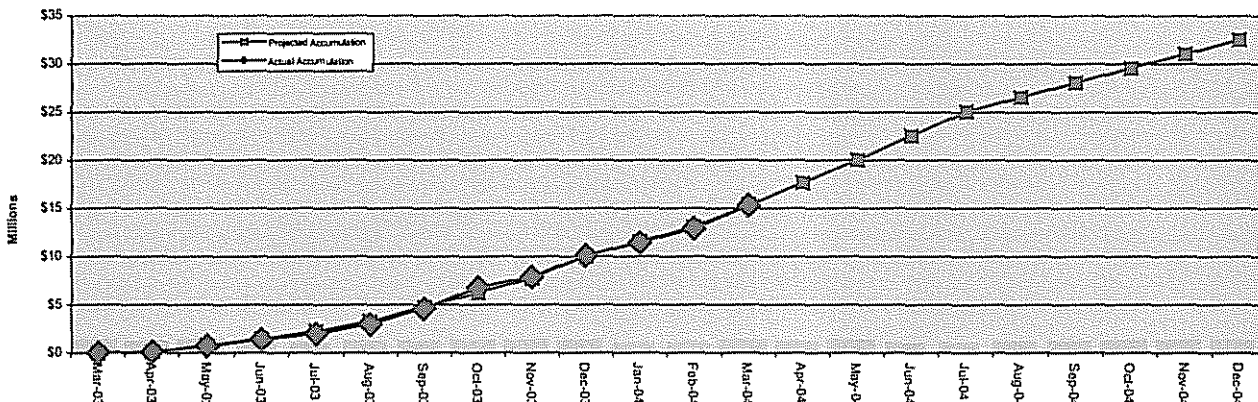
- Santa Ana Watershed Authority Grant (Prop. 13) \$19 Million
- Local revenue bond debt \$20 Million
- Cooperating Agencies in-kind Services \$1.5 Million

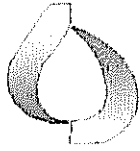
Project Summary



Construction Phase	Budget	Projected Actual
Bid Package No. 1	\$8,200,000	\$8,250,000
Bid Package No. 2	\$6,700,000	\$6,700,000
Bid Package No. 3	\$2,900,000	\$3,200,000
Bid Package No. 4	\$2,300,000	\$2,300,000
Bid Package No. 5	\$3,700,000	\$3,700,000
Bid Package No. 6	\$1,400,000	\$1,400,000
Bid Package No. 7	\$3,770,000	\$3,960,000
Bid Package No. 8	\$3,000,000	\$3,150,000
Equipment	\$1,513,000	\$1,520,000
Expenditure		\$23,230,000
Total Budget	\$33,483,000	\$34,180,000

Projected vs. Actual Costs





Inland Empire
UTILITIES AGENCY

Date: May 19, 2004
To: Honorable Board of Directors
Through: Public and Legislative Affairs Committee (5/12/04)
From: Richard W. Atwater
Chief Executive Officer/General Manager
Submitted by: Martha Davis
Executive Manager of Policy Development
Subject: April Legislative Report from Agricultural Resources

RECOMMENDATION

This is an informational item regarding the April legislative report from Agricultural Resources.

BACKGROUND

Dave Weiman provides a monthly report on his federal activities on behalf of IEUA.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

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Agricultural Resources

635 Maryland Avenue, N.E.
Washington, D.C. 20002-5811
(202) 546-5115
(202) 546-4472-fax
agresources@erols.com

April 30, 2004

Legislative Report

TO: Richard W. Atwater
General Manager, Inland Empire Utility Agency

FR: David M. Weiman
Agricultural Resources
LEGISLATIVE REPRESENTATIVE, IEUA

SU: Legislative Report, April 2004

Highlights:

- Army Corps of Engineers Suspends Work on Chino Creek Restoration – IEUA Exploring New Ways to Fund, Complete Project
- IEUA Recommends to Feinstein that Perchlorate Cleanup Fund be Statutorily Established
- House Subcommittees Hold Oversight Hearing on DOD Perchlorate Exemption Proposal
- Napolitano Responds to Interior Recycling Opposition
- CALFED Bill Passes Senate Energy Committee, Recycling Language Included
- IEUA Water Recycling Bills Pending Resource Committee Action
- Cows and Cars – New IEUA Partnership Proposal
- IEUA Working Partners

Army Corps Abruptly Halts Work on Chino Creek Restoration Study, Threatens Program. In early April, IEUA learned that the Corps had “run out of money” while preparing

studies for the Chino Creek restoration program. In discussions with the Corps, in LA and at headquarters in Washington, we learned that the Corps had oversubscribed the program and numerous projects, in the LA District, South Pacific Division and nationally were abruptly halted. IEUA has initiated meetings with the Assistant Secretary's office (Assistant Secretary of the Army for Civil Works, US Army Corps of Engineers) as well as the headquarter's staff. We have raised several new issues. First, part of the property to be restored is owned by the Corps of Engineers. Second, the Corps has failed to manage that property properly and it has become an unregulated "dump" for trash, barrels, mattresses and other junk. And third, the Corps' mismanagement of this project jeopardizes more than \$1 million in State Funds for the Project. Since restoration of Chino Creek is part of the mainstem flood control project. IEUA staff has provided excellent photos of the trash, which were walked into the Pentagon (it got their attention!). Given the funding problems, this effort is a long-shot, but IEUA aggressively pursuing it. The Corps is evaluating the IEUA request for reconsideration and further meetings are anticipated.

Perchlorate – Cleanup Fund Proposed. Meetings occurred this month with three members of Feinstein's staff, organized by MWD, to review options regarding perchlorate. IEUA recommended that Feinstein consider advancing the establishment of a Perchlorate Cleanup Fund, either in the DOD Authorization or FY 2005 DOD Appropriations Bills, both of which are pending (there are other bills that could be vehicles as well). Feinstein – and Nevada Senator Harry Reid (also an appropriator) – have met, discussed this and expressed interest in such a proposal. Discussions are pending.

Perchlorate – DOD Exemption Request – Oversight Hearings. Two Energy and Commerce Committee subcommittees held an oversight hearing this month on the DOD "Range" proposal. The proposal, which effectively exempts DOD from responsibility for perchlorate, got an "icy" reception at the hearing. Members on both sides of the aisle questioned the policy. MWD's Ron Gastelum represented AWWA, AMWA and ACWA at the House hearing. Immediately after, these same national and California organizations sent a letter to the Committee leadership urging that jurisdiction not be waived. This is important internally within the House. If the Energy and Commerce Committee insists on jurisdiction, it's a way of killing the proposal (that's what happened last year, but we have a new Chairman this year). The DOD authorization bill will be considered shortly.

Napolitano Response to DOI on Southern California Water Recycling Feasibility Study. Last month, I reported that DOI finally submitted to Congress what was represented to be the Southern California Recycling feasibility study. A request for oversight hearings is pending. Then Rep. Napolitano prepared an exhaustive list of questions (24 pages of questions covering some 10 categories of issues relating to Title XVI, the Southern California feasibility Study, the Bay Area Study, and related issues). These questions have been circulated to water users throughout Southern California.

CALFED Passes Senate Energy Committee – Recycling Language Included. On April

28, the Senate Energy Committee unanimously reported the Feinstein-Boxer CALFED bill. This version of the bill was substantially redrafted. There is a section on Water Efficiency, and it includes authorization of water recycling, and references the Southern California and Bay Area Feasibility Studies. The Interior Department opposed inclusion of recycling authorizations. This will continue to be an issue within this bill.

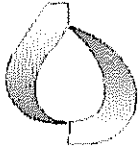
Resources Committee – May Business Meeting to Include Miller/Dreier Recycling Authorizations, Calvert’s CALFED Bills. On April 30, the House Resources Committee “noticed” a Committee Business meeting for May 5. On the schedule, Rep. Gary Miller’s Chino Basin Recycling bill (with authorization for the desalters) and Rep. David Dreier’s IEUA and CVWD Recycling Authorizations. The recycling programs in these bills will produce approximately 125,000 af annually of new, recycled water. The Calvert CALFED bill is also on the calendar for the same day.

Cows and Cars. We are arranging briefings for key congressional committees on this new initiative. The thought of producing methane from dairy cows, cleaning it up, and then running a fleet of trucks and busses – all to reduce the twin challenges of air and water quality – well, it gets attention.

IEUA Continues to Work With Various Partners. On an on-going basis in Washington, IEUA continues to work with:

- Metropolitan Water District of Southern California
- Milk Producer’s Council
- SAWPA
- Water Environment Federation (WEF)
- Association of California Water Agencies (ACWA)
- WateReuse Association
- CALStart
- OCWD
- CVWD

Of greater concern to special districts is the rumored deal struck between the administration and cities and counties that would transfer \$1.3 billion in property taxes each of the next two years to the state. Under the deal, cities, counties and special districts would each lose \$350 million each year, with redevelopment agencies making up the remaining \$350 million. Exactly how the \$350 million special district hit would be implemented is unclear at this time, however the impacts to the Chino Basin region easily approach \$50-100 million.



Inland Empire
UTILITIES AGENCY

Date: May 19, 2004
To: Honorable Board of Directors
Through: Public and Legislative Affairs Committee (5/12/04)
From: Richard W. Atwater
Chief Executive Officer/General Manager
Submitted by: Martha Davis
Executive Manager of Policy Development
Subject: April Legislative Report from Dolphin Group

RECOMMENDATION

This is an informational item regarding the April legislative report from Dolphin Group.

BACKGROUND

Michael Boccodoro provides a monthly report on his activities on behalf of the Chino Basin/Optimum Basin Management Program Coalition.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

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Chino Basin / OBMP Coalition

Status Report – April 2004

ENERGY/REGULATORY

Community Choice Aggregation

The proceeding to establish the rules for Community Choice Aggregation continues at the CPUC. Various parties have offered testimony on the application and implementation of "exit fees". A draft decision from the Administrative Law Judge on these Phase I issues is expected by mid-summer.

The Dolphin Group continues to monitor this proceeding. DGI is also working on arranging a discussion of other water agencies who would like to develop CCA programs. One of the leaders in this arena is the Kings River Conservation District.

Water District Self-Generation

Since a prehearing in January, the Administrative Law Judge in this proceeding has yet to issue a further ruling or direction to participants.

The Dolphin Group will continue to follow this proceeding and offer further testimony as directed by the Commission.

Biogas Net Metering

Dolphin Group staff recently conducted a conference call with IEUA engineers to identify problems with implementation of the net metering program. DGI has initiated communication with Edison to resolve problems and begin discussing program expansion.

ELECTRICITY MARKET RESTRUCTURING

Now that Governor Schwarzenegger has completed his negotiations on workers' compensation, he has quickly turned his attention to California's persistent energy problems.

In a recent energy policy letter to the California Public Utilities Commission, the Governor called for immediate implementation of SB 57, enacted last year, to create competition and growth and eliminate market uncertainties.

The key points of AB 57 include:

- Creates a competitive procurement process in which utilities buy power from the wholesale market
- Mandates that utilities create portfolio plans in which they identify power needs and state how they plan to meet them
- Establishes rules for utilities to enter into long-term contracts

Governor Schwarzenegger claims that the immediate implementation of AB 57 would ensure ratepayers get the lowest prices through competition, while encouraging long-term growth for energy providers. The policy letter also asserts that this will make power supplies more efficient and reliable, as well as ending the market uncertainty in today's market.

The letter called on the utilities to lock-in relatively low wholesale power prices through long-term contracts. The Governor's letter also supported the creation of retail electricity markets that allow "core customers to continue to receive regulated utility electric service, while allowing large customers to shop for competitive wholesale power prices."

Additionally, the Governor called for the CPUC to accelerate the 15% reserve requirement for utilities from 2008 to 2006. This requirements dictates that the utilities must have adequate supply for 15% in excess of their maximum summer forecasted load. The Governor also called for increased "green power" by requiring that 20% of utility power be from renewable sources by 2010, seven years faster than the current requirement of 2017.

In a response letter to the Governor, CPUC President Michael Peevey lauded the energy policies of the Administration and vowed to work closely with Schwarzenegger to meet all of the Governor's espoused goals.

LEGISLATIVE

Energy Market Restructuring

AB 2006 (Nunez D- Los Angeles), the market restructure legislation sponsored by Southern California Edison, cleared its first hurdle passing out of the Assembly Utilities & Commerce Committee on a 9-3 vote. Opponents of the bill raised two major concerns:

1. Cost recovery by Utilities

Opponents were concerned about the provision in the bill regarding how utilities may construct and operate their own generation facilities. Language that ensures "full recovery" of costs may pass greater costs along to ratepayers if the utilities experience cost-overruns. Independent generators were concerned that the language does not ensure a level playing field for utilities to bid for the lowest-cost, best-fit energy for consumers.

2. Commitment to "Non-core"

In its current form, AB 2006 mandates that large energy users must make a minimum 5 year commitment to direct access if they choose to opt for a third

party energy provider. The utilities argue that this will prevent “cost-shifting” by allowing the IOUs to best forecast for their energy portfolio needs. Direct access proponents believe that the 5-year commitment is a “poison pill” which will render direct access unpalatable to businesses.

AB 428 (Richman R-Northridge & Canciamilla D-Pittburgh) is still in the Senate Energy, Utilities & Commerce Committee, where it stalled last year. The authors have indicated that they will amend the bill to create more liberal entry/exit rules for noncore customers, possibly as short as one year.

SPECIAL DISTRICT REFORM

SB 1272 (Ortiz D-Sacramento) has passed out of the Senate Local Government Committee after numerous “author’s amendments” were taken during the hearing.

- Director Compensation
 - Large Districts (defined as >2 million people or >\$100 million budget)
 - 10 meetings/month
 - \$100/meeting
 - Small Districts
 - 6 meetings/month
 - \$100/meeting
 - Districts currently compensating less than \$100/meeting will be prohibited from increasing the stipend
 - Annual 5% increase removed from statute
- Travel Reimbursement
 - Provisions mandating that districts use state reimbursement standards will remain
- Ethics
 - Ortiz agreed to a broader definition of how and where ethics training will be conducted

The author also indicated that she would be amenable to accepting an amendment to rotate audit firms every 6 years. The one provision the author is disinclined to compromise on is director compensation.

WORKERS' COMPENSATION

After weeks of tense negotiations, Legislative leaders and Governor Schwarzenegger arrived at a compromise bill on Thursday, April 15th to overhaul the state’s workers’ compensation system. The agreement was made just days before the Governor was going to submit his initiative for the November ballot.

After little debate, the bill was passed out of the Senate and Assembly by Friday, and signed by the Governor on Monday, April 19th.

Some of the major points of the legislation include:

- Medical Care Reform
 - Employees will be able to choose from a pool of physicians
 - Employees may seek two additional opinions from the pool
 - Employees may appeal if all three opinions are unsatisfactory
 - Employees receive immediate medical care
- Permanent Disability Reform
 - Standardizes impairment ratings with AMA guidelines
 - Increases benefits for severely injured employees
 - Streamlines dispute resolution by preventing “doctor shopping”
 - Limits temporary disability payments to two years
 - Employers only pay for work-related permanent disability
- Return to Work Incentives
 - Employees not offered employment get 15% benefit increase
 - Employees offered employment receive 15% benefit reduction
 - Continues aid for small employers (<50) in returning injured workers to the workplace
- Penalty Reform
 - Caps penalty to \$10,000 of the late portion of the payment

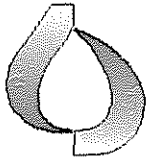
The legislation has not received a full vetting from the insurance industry, trial lawyers, labor groups and employers. While expectations are that the reforms could save upwards of \$5 billion from the \$18 billion system, many portions of the esoteric and complex language of the 101-page bill will likely be litigated.

BUDGET/ERAF

Governor Schwarzenegger will be presenting the “May Revise” to the State Budget in the coming weeks, after which the Legislature will begin to more actively debate the topic. It is estimated that a \$6-8 billion structural shortfall could still exist in the 2004-05 budget.

Democratic leaders still maintain that short-term tax increases will be needed to balance the budget, while Republican leaders insist on solely utilizing expenditure reductions to meet that goal. State Treasurer Phil Angelides and key legislators have also proposed closing business “tax loopholes” as part of the effort to balance the budget. As of late, Governor Schwarzenegger has somewhat softened his anti-tax increase campaign promises, but he appears to still be working towards a '04-'05 budget without any general tax increases.

The Department of Finance has reported that state revenues were up in March by \$406 million, although year-to-date revenues are still \$217 million behind the January forecast. Early reports from the state tax returns suggest revenues are higher than forecasted, maybe by as much as \$2 billion. Additionally, the “tax amnesty” program initiated by the Franchise Tax Board has yielded over \$1 billion in collections, over twelve times more than originally expected.



Date: May 19, 2004

To: The Honorable Board of Directors

Through: Public and Legislative Affairs Committee (5/12/04)

From: Richard W. Atwater
Chief Executive Officer/General Manager

Submitted by: Sondra Elrod
Public Information Officer

Subject: Public Outreach and Communications

RECOMMENDATION

This is an informational item regarding a status update on public outreach and communications.

BACKGROUND

**Regional Plant No. 5 Dedication
Friday, May 21, 2004 at 10am**

Outreach

- Cucamonga Valley Water District's Children's Festival
May 14 – 8am to 2pm
- Cucamonga Valley Water District's Water Awareness Day
May 15 11am to 2pm
- MWD's Solar Splash, Lake Skinner
May 21, 22, 23
- Chino Dairy Festival
June 5 – 9am to 4pm

Tours

- Chino Rotary tour of DeSalter and Renewable Energy Project
May 19, 2004
- United Dairymen, Arizona tour of Renewable Energy Project
May 24, 2004

Cerrell and Associates

- Preparing IEUA information/presentation boards to be displayed at IEUA facilities, SAWPA, etc.
- Completed 2003 Annual Report.
- Landscape Brochure
- RP-Facility's Brochures
- Provided general media relation support.

Calendar of Upcoming Events

- IEUA Regional ULFT distribution – California Speedway, Fontana
May 8 – 8am till noon
- National Compost Week
May 2 – 8
- Regional Plant No. 5 Dedication
May 21 – 10am
- IEUA Commercial Landscape Classes
July 7, 14, 21, 28
- LEED celebration (To Be Determined)

PRIOR BOARD ACTION

None

IMPACT ON BUDGET

None