



CHINO BASIN WATERMASTER

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

AGENDA PACKAGE

**CHINO BASIN WATERMASTER
JOINT APPROPRIATIVE & NON-AGRICULTURAL
POOL MEETING**

3:00 p.m. – June 10, 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 Joint Appropriative and Non-Agricultural meeting held May 13, 2004
(Page 1)

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of May 2004 (Page 13)
2. Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2003 through April 30, 2004 (Page 17)
3. Treasurer's Report of Financial Affairs for the Period April 1 through April 30, 2004
(Page 19)
4. Profit & Loss Budget vs. Actual July 2003 through April 2004 (Page 21)

C. WATER TRANSACTION

1. Consider Approval for Transaction of Notice of Sale or Transfer from Cucamonga Valley Water District to Fontana Water Company in the Amount of 2,500 acre-feet; Date of Application: April 8, 2004 (Page 23)
2. Consider Approval for Transaction of Notice of Sale or Transfer from The Nicholson Trust to Fontana Water Company in the Amount of 6,475 acre-feet; Date of Application: April 7, 2004 (Page 37)
3. Consider Approval for Transaction of Notice of Sale or Transfer from The City of Chino to The City of Ontario in the Amount of 5,600 acre-feet; Date of Application: April 20, 2004 (Page 53)
4. Consider Approval for Transaction of Notice of Sale or Transfer from Cucamonga Valley Water District to Fontana Water Company in the amount of 2,500 acre-feet; Date of Application: May 14, 2004 (Page 69)
5. Consider Approval for Transaction of Notice of Sale or Transfer from Jurupa Community Services District to The City of Ontario in the Amount of 3,000 acre-feet; Date of Application: April 20, 2004 (Page 83)
6. Consider Approval for Transaction of Notice of Sale or Transfer from Santa Ana River Water Company to Jurupa Community Services District; Date of Application: May 12, 2004 (Page 97)

D. COST OF LIVING ADJUSTMENT (COLA)

Consider Approval for 2.5% COLA included in the FY 2004-05 Budget, beginning July 1, 2004

II. BUSINESS ITEMS

A. CONSIDER COOPERATIVE MONITORING AGREEMENT BETWEEN IEUA AND WATERMASTER FOR BASIN MONITORING ACTIVITIES

Consider the IEUA Cooperative Agreement for the Basin Monitoring Activities *(Page 109)*

B. CONSIDER DRAFT RECHARGE OPERATING PLAN

Consider the Draft Recharge Operating Plan *(Page 127)*

III. REPORTS/UPDATES

A. WATERMASTER GENERAL LEGAL COUNSEL REPORT

- 1. Attorney/Manager Meetings
- 2. Santa Ana River Application Process

B. CEO/STAFF REPORT

- 1. Update on the Draft Chino I and Chino II Desalter Projects Groundwater Monitoring and Mitigation Plan *(Page 131)*
- 2. MWD Refund for Water Sales from 2002/2003 of \$188,113.38 *(Page 187)*
- 3. \$132,000 Reimbursement from MWD – Per The Dry Year Yield Funding Agreement
- 4. Update Regarding the Recharge Improvement Project
- 5. Meeting Time

IV. INFORMATION

- 1. Black & Veatch Technical Memorandum – Agricultural Land Conversion Study *(Page 189)*

V. POOL MEMBER COMMENTS

VI. OTHER BUSINESS

VIII. FUTURE MEETINGS

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 16, 2004	1:00 p.m.	MZ1 Technical Committee Meeting
June 24, 2004	9:00 a.m.	Advisory Committee Meeting
	11:00 a.m.	Watermaster Board Meeting

Meeting Adjourn

**CHINO BASIN WATERMASTER
AGRICULTURAL POOL MEETING**

9:00 a.m. – June 17, 2004

At The Offices Of

Inland Empire Utilities Agency

6075 Kimball Ave., Bldg. A, Board Room

Chino Hills, CA 91710

AGENDA

CALL TO ORDER

AGENDA - ADDITIONS/REORDER

I. CONSENT CALENDAR

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A. MINUTES

1. Minutes of the Agricultural meeting held May 20, 2004 *(Page 7)*

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of May 2004 *(Page 13)*
2. Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2003 through April 30, 2004 *(Page 17)*
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- D. COST OF LIVING ADJUSTMENT (COLA)**
Consider Approval for 2.5% COLA included in the FY 2004-05 Budget, beginning July 1, 2004

II. BUSINESS ITEMS

- A. CONSIDER COOPERATIVE MONITORING AGREEMENT BETWEEN IEUA AND WATERMASTER FOR BASIN MONITORING ACTIVITIES**
Consider the IEUA Cooperative Agreement for the Basin Monitoring Activities (*Page 109*)
- B. DRAFT RECHARGE OPERATING PLAN**
Consider the Draft Recharge Operating Plan (*Page 127*)
- C. REQUEST FOR ADDITIONAL DATA CONCERNING VOC PLUME FROM CHINO AIRPORT**
Discuss and Consider Data Request by Tetra Tech, Inc. (*Page 129*)

III. REPORTS/UPDATES

- A. WATERMASTER GENERAL LEGAL COUNSEL REPORT**
 - 1. Attorney/Manager Meetings
 - 2. Santa Ana River Application Process
- B. CEO/STAFF REPORT**
 - 1. Update on the Draft Chino I and Chino II Desalter Projects Groundwater Monitoring and Mitigation Plan (*Page 131*)
 - 2. MWD Refund for Water Sales from 2002/2003 of \$188,113.38 (*Page 187*)
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	11:00 a.m.	Watermaster Board Meeting

Meeting Adjourn



CHINO BASIN WATERMASTER

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

I. CONSENT CALENDAR

A. MINUTES

1. Joint Appropriative & Non-Agricultural Pool – May 13, 2004

Draft Minutes
CHINO BASIN WATERMASTER
JOINT APPROPRIATIVE & NON-AGRICULTURAL
POOL MEETING
May 13, 2004

The Joint Appropriative and Non-Agricultural Pool Meeting were held at the offices of Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, CA, on May 13, 2004 at 3:00 p.m.

APPROPRIATIVE POOL MEMBERS PRESENT

Mike Maestas, Chair	City of Chino Hills
Dave Crosley	City of Chino
Ken Jeske	City of Ontario
James T. Bryson	Fontana Water Company
Raul Garibay	City of Pomona
Mark Kinsey	Monte Vista Water District
Ray Wellington	San Antonio Water Company
Bill Stafford	Marygold Mutual Water Company

NON-AGRICULTURAL POOL MEMBERS PRESENT

Justin M. Scott-Coe	Vulcan Materials Company
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Watermaster Staff Present

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

Watermaster Legal Counsel Present

Michael Fife	Hatch & Parent
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Others Present

Josephine Johnson	Monte Vista Water District
Rick Hansen	Three Valleys Municipal Water District
Bob Thompson	Senator Nell Soto Office

Chair Maestas called the meeting to order at 3:05 p.m.

AGENDA - ADDITIONS/REORDER

Special Note: Due to an adjacent meeting the agenda items were discussed/motions made in the following order to accommodate a quorum for items which needed a motion.

- 1) III Reports/Updates A. Watermaster General Legal Counsel Report Items 1 through 4
- 2) III Reports/Updates B. CEO/Staff Report Item 1
- 3) II Business Item C. Agreement Between IEUA and Watermaster for Basin Monitoring Activities
- 4) I Consent Calendar Items A through C
- 5) II Business Item A 2004/2005 Watermaster Budget, Item B Agreement for Basin Monitoring Program for Nitrogen/TDS in the SAR Watershed, and Item D Agreement Between OCWD, MWDOC, IEUA, and Watermaster for the Joint Use of Service Connection OC-59
- 6) III Reports/Updates B. CEO/Staff Report items 2 through 3
- 7) IV Pool Member Comments, V Other Business, and VI Future Meetings

I. CONSENT CALENDAR**A. MINUTES**

1. Minutes of the Joint Appropriative & Non-Ag Pool meeting held April 8, 2004

B. FINANCIAL REPORTS

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

C. STATUS REPORT #10

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

Motion by Crosley, second by Wellington, and by unanimous vote

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

Added comment for Section A, item no. 1 which was received after the motion.

Mr. Kinsey presented comment concerning the West Valley Water District water transfer regarding the questions which were presented at the last meeting that are represented in the minutes on the consent calendar. Mr. Kinsey acknowledged that he can not take water out of the storage account unless a recapture plan is filed, reiterating that this water is just being placed into a preexisting storage account. Mr. Kinsey referred to the 85/15 rule, stating not at this time would the 85/15 rule apply since it is not subject to being used as replenishment.

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

Mr. Rossi acknowledged there has been no written or verbal questions regarding the presented budget and was seeking approval from the Committee members to bring the 2004/2005 Budget to the Advisory Committee and Watermaster Board. Commenting there are no changes on today's budget from the budget presented in last month's package.

Motion by Jeske, second by Crosley, and by unanimous vote

Moved to approve 2004/2005 Watermaster budget and recommend submitting budget to the Advisory Committee and the Watermaster Board for approval

B. CONSIDER AGREEMENT FOR BASIN MONITORING PROGRAM FOR NITROGEN/TDS IN THE SANTA ANA RIVER WATERSHED

Mr. Rossi referred to page 69 of the packet noting this is an agreement with the members of the TIN/TDS task force and a requirement from the Regional Board pertaining to the Basin Plan Amendment for all discharges along the Santa Ana River which will monitor effluent and water quality coming into the river. Mr. Rossi stated that within this basin we want to do an extensive amount of monitoring on the river for Maximum Benefit, noting this is a very positive action in which we are acquiring several partners for this monitoring program. Mr. Jeske clarified this contract for monitoring and declared this monitoring data as very helpful as it will allow us to determine inflows and outflows as well as water quality issues. Mr. Rossi confirmed Watermaster would get all the data which would allow us to provide data to Wildermuth for their model, commenting that Wildermuth is the consultant on this project. The question of Watermaster's contribution to this task force was presented. Mr. Rossi confirmed the staff is being hired through consultants to do the work; SAWPA administrates the rest, we would not contribute any time other than attending meetings. The \$18,000 dollars covers sampling in the river, processing, analyzing the data, recording it, and delivering the findings to the parties. It

was asked if these are Watermaster's sampling obligations. Mr. Rossi commented that Watermaster has only a part of the sampling obligations. It was noted that this would also cover lab costs.

Motion by Wellington, second by Crosley, and by unanimous vote

Moved to approve agreement between IEUA and Watermaster for Nitrogen/TDS in the Santa Ana River Watershed

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

Mr. Rossi stated he was not seeking any action on this item and will be bringing it back for recommendation next month. Mr. Rossi stated, in wanting to redefine, simplify and save money and time in the area of water sampling and water level monitoring (calling this a key well program) he described this agreement. Mr. Rossi remarked since Watermaster started discussing this program with Wildermuth and IEUA, Watermaster felt it necessary to take a good look at all monitoring programs. Trying to capture the efforts and costs associated in these monitoring efforts between the two agencies, would really bring us together on this cost saving venture Mr. Rossi stated. Mr. Rossi asked the Committee to turn to page 81 of the packet to examine the tables regarding analytical and labor costs for joint water quality monitoring programs in the Chino Basin. Table 1 describes costs for the Groundwater Quality Monitoring Program, Hydraulic Control Monitoring Program, Recharge Basin Water Quality Monitoring Program, and Title 22 Monitoring Program for Phase 1 Basins. Mr. Rossi reviewed Table 1 costs in depth. Noting that in this proposal, and in working with Rich Atwater, IEUA would contribute in the first three areas, which are the largest of the four monitoring areas, and then Watermaster would contribute to the Title 22 Monitoring Program. Mr. Rossi pointed out a substantial amount of money will be saved by going this route by reducing our labor costs approximately 60%. This proposal would be a 2/3 IEUA and 1/3 Watermaster expenditure, noting this particular table is an additional hand out on the back table. The question of how Title 22 Monitoring benefits Watermaster was presented. Mr. Rossi confirmed there would be a lot of water quality data from the shallow and more typical water monitoring wells that would provide us an indication of things coming out of the basins, like storm water quality and imported water quality which is beneficial to Watermaster's overall view. Discussion ensued with regard to the recycled water program. Mr. Rossi offered comments and stated Watermaster wants to be a proactive in its approach to sharing the costs for the monitoring programs.

Mr. Rossi discussed the nine new monitoring wells on the South end which is primarily sampled to demonstrate we are closely watching water quality near the Desalters. Mr. Rossi recapped the money received and/or will be received from grant funding. A summary review of how the cost numbers look will be drafted and prepared for next months meeting. Mr. Rossi commented that IEUA has offered to run the lab analysis due to their capabilities and capacities although Watermaster still needs to review the costs related to this issue. We will be reviewing a policy concept to bring back to the Appropriative Pool on the subject of formulating a basin wide monitoring program. The staff will put together a summary of costs associated with operating & maintenance and construction and how this will be budgeted for the next year. Mark Wildermuth will be available for the June meeting and will provide answers to the Committees questions regarding this item.

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

Mr. Rossi affirmed there has been a standing agreement between OCWD, MWDOC and IEUA for 20 plus years when OC-59 was first built. It was discussed with IEUA that Watermaster needs to be included in this agreement. Mr. Rossi reviewed the verbiage of the agreement with regard to water that is ordered and delivered. Mr. Rossi recommends, at this time, Watermaster refresh this agreement with that change. Otherwise noting all the financial terms,

liability, and indemnities remain the same. Mr. Rossi confirmed the OC-59 connection is located at the San Antonio Creek wash. Staff would recommend approval of this agreement to go to the Advisory and the Watermaster Board.

Motion by Kinsey, second by Wellington, and by unanimous vote

Moved to approve draft agreement between OCWD, MWDOC, IUEA, and Watermaster for the joint use of service connection OC-59

Added questions/comments regarding the OC-59 Agreement:

Mr. Kinsey read Page 2, Item C from the draft agreement regarding IEUA agreeing to purchase from OCWD a perpetual right of 70 c.f.s. of capacity of MWDOC and OCWD in OC-59 which was referred to in the 1979 Agreement. Questioning that if in item D we are relinquishing the perpetual right of ownership to use that flow rate in the OC-59 connection was presented. Mr. Rossi confirmed that statement as being correct; while Counsel Fife reminded the Committee this is past tense and was revised in the 1988 Agreement. The question regarding the capacity in the line was noted. As long as we pay the \$2.00 an acre foot we are allowed to use this on a flow basis commented Mr. Rossi. A discussion ensued and again reiterating nothing from the revised 1988 agreement is changing with the exception of adding Chino Basin Watermaster as a party to the contract. Mr. Kinsey added additional commentary regarding IEUA who is now contemplating 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. Concerns with other parties coming on line and us flowing at a much higher rate than 70 c.f.s. during recharge periods was noted. Mr. Rossi confirmed this verbiage remains the same since 1988 and there is no adjustment to the 70 c.f.s. figure.

III. REPORTS/UPDATES

A. WATERMASTER GENERAL LEGAL COUNSEL REPORT

1. Attorney/Manager Meeting – May 12, 2004
Counsel Fife confirmed the May 12, 2004 Attorney/Manager meeting took place and commented the next meeting is scheduled for May 19, at the office of Best Best & Krieger in Ontario. The committees are diligently working on appointed tasks.
2. Patent Issue
Counsel Fife commented on the recently awarded patent for recharge basins and informed the Committee this item was added to the Legal Affairs Committee Agenda at the ACWA conference in Monterey last week. Counsel Fife stated he was involved in a very interesting discussion regarding this topic. Counsel Fife confirmed that several other water agencies had heard from the gentleman who obtained the patent and noting one of them had actually paid him for his services. There is a tremendous amount of interest in pursuing this issue and noting it will not only be the Chino Basin but several other parties. If something does arise from this, as far as a legal matter, we will be facing it as part of a larger assembly.
3. Wilson v. Watermaster
Counsel Fife noted this is the personal injury case which has been brought to the Committee meetings before and noted the insurance company and the plaintiff are battling over this case at this time. Counsel Fife noted he will keep the Committee apprised of any further actions regarding this case.
4. Hearing Date For Approval Of DYY Storage Agreement
Counsel Fife acknowledged the filing of the Dry Year Yield Storage Agreement pleading with the court on May 12, 2004 and stated the hearing is set for June 24, 2004. Counsel Fife anticipates all to go well in regards to the court approving this agreement.

B. CEO/STAFF REPORT**1. Staff to Present Draft Recharge Operating Plan**

Mr. Rossi presented the draft operating plan for recharge and asked the Committee to turn to page 97 of the packet for review. Mr. Rossi noted this has been a challenging year due to the 23,600 acre feet of requirement to recharge water, 6,500 acre foot of that for the MZ1 Peace Agreement requirement, the other 16,600 is over pumping from the prior year. One of the challenges was a direct result from the fires and then the Christmas day storm bringing a lot of silt and ash down into the basins, taking Montclair off line which is where we usually do the 6,500 acre foot of recharge. Mr. Rossi reviewed the table discussing the conjunctive use plan for the new Dry Year Yield (DYY) Metropolitan Water District (MET) program and the replenishment deliveries in detail. Mr. Rossi noted he was anticipating taking an 8,000 or 9,000 out of the cyclic account at year end, which means out of the 16,600 acre foot replenishment for over pumping, we anticipated getting more than half of that in wet water. Noting we have not had a problem in the past with this regard but stating this year it has been a challenge. Mr. Rossi anticipates a discussion on this matter further. Mr. Rossi noted that Mr. Kinsey, as an example, recommended us not taking all the water out of the cyclic account to try and wait and deliver it wet. Mr. Rossi recommends a staff report be submitted next month in this regard.

Mr. Rossi discussed with the Committee members on the Data Optimization Program, noting it has already been budgeted for and is currently being worked on by both Watermaster and Inland Empire Utilities Agency (IEUA). Mr. Rossi explained what the Program entailed and recognized the need for this type of program which transpired due to water billing associated with the DYY program since agencies have the ability to go back and request amendments or adjustments to the billing up to six months backwards. We want to ensure our data bases are very much in sync between Watermaster and IEUA as it will affect the assessment package. It is critical that the accounting is accurate Mr. Rossi stated and informed the Committee this data program will be beneficial in several areas. The question which will be presented in the future will be, "How comfortable will the Committee be in not having all the water replenishment for last year which agencies purchased be delivered through this paper transfer (cyclic account) versus holding some of that over and trying to delivery wet water into the next year when we will have a lot more capacity?". A discussion ensued and Mr. Rossi inquired if there were any comments or concerns from any Committee member. A comment was received with regard to a comfort level in MET having water available at the time we need it. Inquiry as to the balance of the cyclic account was addressed by Mr. Rossi stating the balance in the cyclic account is approximately 31,686 acre feet, noting we pay at the prevailing rate at the time we extract it. It was asked if Mr. Rossi felt comfortable that the replenishment rate was not going to increase next year. Mr. Rossi's observation was the rate was going to increase approximately \$5.00 an acre foot next year and MET is looking at projected rate increases at about 5% per year. In the month of June, Watermaster needs to make a decision on how much water to order from the cyclic account. A discussion ensued and the topic regarding whether or not the recent storms washed all the ash and silt into the basins and that the next storm will not carry much of this element into the basin again was presented. Mr. Rossi claimed a large portion came down although if a large storm does hit there is no doubt more is still present to come down. Mr. Rossi commented we are attempting to collect FEMA money presently, but if this phenomenon happens once more the funds might not be available.

2. Discuss Change of Meeting Times for the Advisory and Watermaster Board Meetings

Mr. Rossi advised the Committee that at the last Watermaster Board meeting the Board members requested to meet at 11:00 a.m. instead of 1:00 p.m., at that time Watermaster committed to polling the Committee members to see if that time change would work. Consensus showed that all but one Committee member would be able to adjust their schedules to this new time. Noting the next Advisory meeting was now scheduled for 9:00 a.m. and Watermaster Board at 11:00 a.m.

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

Mr. Rossi commented this is a long awaited agreement for the monitoring and mitigation plan for the desalters also stating the Agricultural Pool is very interested in this item. The technical committee at the CDA is more equipped to address this issue noting Tom O'Neill and/or Carol McGreevy will be invited to come to Agricultural Pool meeting a week from today to share some of the details. Committee comments were that this item would need to be presented as an action item if there were any budgetary effects. Mr. Rossi commented he did not believe there were any monitoring costs associated with this plan. Discussion ensued regarding monitoring costs in this plan possibly reducing our monitoring costs which has been taken into consideration previously. We have an aggressive program to look at the Desalters effect on the OBMP master plan which is in our draft monitoring program we reviewed. The Pools will review and comment on this document and Watermaster staff will also review and report back to the Pools on what staff's views are regarding the document was decided. Mr. Rossi confirmed that statement and also acknowledged that the comments received at the Agricultural Pool meeting next week will be brought back for information.

IV. POOL MEMBER COMMENTS

Mr. Rossi informed the Committee members that due to the convened Attorney/Manager meeting and the extensive discussions taking place regarding water quality, the next scheduled water quality meeting for June 2, has been postponed and will either convene later in June or not until the Attorney/Manager meetings have concluded.

V. OTHER BUSINESS

The Committee members wished Mr. Rossi the best of luck at his new position as General Manager at Western Water and expressed their appreciation for all the hard work and contributions he has made to the Chino Basin Watermaster along with several other projects over these past three years.

Mr. Rossi thanked the Committee members for their support, for making his job easier, and that it was a pleasure working with each and every one of them. He wished continued success with the several projects still at hand and expressed he hoped to see many of them at meetings and events which he would be attending for Western Water.

VI. FUTURE MEETINGS

May 12, 2004	12:00 p.m.	Attorney/Manager Meeting @ BBK
May 13, 2004	3:00 p.m.	Appropriative & Non-Agricultural Pool Meeting
May 19, 2004	12:00 p.m.	Attorney/Manager Meeting @ BBK
May 20, 2004	9:00 a.m.	Agricultural Pool Meeting @ IEUA
May 27, 2004	9:00 a.m.	Advisory Committee Meeting
	11:00 a.m.	Watermaster Board Meeting

The Joint Appropriative & Non-Agricultural Pool Meeting Adjourned at 3:54 p.m.

Secretary: _____

Minutes Approved: _____



CHINO BASIN WATERMASTER

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

I. CONSENT CALENDAR

A. MINUTES

1. Agricultural Pool – May 20, 2004

Draft Minutes
CHINO BASIN WATERMASTER
AGRICULTURAL POOL MEETING
May 20, 2004

The Agricultural Pool Meeting was held at the offices of the Inland Empire Utilities Agency, 6075 Kimball Ave, Chino Hills, CA, on May 20, 2004 at 9:00 a.m.

Agricultural Pool Members Present

Nathan deBoom, Chair	Milk Producers Council
Glen Durrington	Crops
Jeff Pierson	Crops
Robert Feenstra	Dairy
John Huitsing	Dairy
Gene Koopman	Dairy
Peter Hettinga	Dairy
Pete Hall	State of California, California Institute for Men
Craig Steward	State of California, California Institute for Men

Watermaster Board Member Present

Paul Hofer	Crops
Bob Kuhn	Three Valleys Municipal Water District

Watermaster Staff Present

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

Watermaster Consultants Present

Michael Fife	Hatch & Parent
Mark Wildermuth	Wildermuth Environmental, Inc.

Others Present

Steve Lee	Space Center Mira Loma
Rich Atwater	Inland Empire Utilities Agency
Tom O'Neil	Jurupa Community Services District

Chair deBoom called the Agricultural Pool meeting to order at 9:09 a.m.

AGENDA - ADDITIONS/REORDER

Tom O'Neil from Jurupa Community Services District requested that Item III B no. 3 be discussed directly after the consent calendar. Chair deBoom acknowledged this agenda change.

I. CONSENT CALENDAR

A. MINUTES

1. Minutes of the Agricultural Pool meeting held April 20, 2004

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of April 2004
2. Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2003 through March 31, 2004
3. Treasurer's Report of Financial Affairs for the Period March 1 through March 31, 2004

4. Profit & Loss Budget vs. Actual July 2003 through March 2004

C. STATUS REPORT #10

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

Motion by Feenstra, second by Koopman, and by unanimous vote

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

Note: This item was taken out of the original agenda order.

B. CEO/STAFF REPORT

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

Mr. Rossi explained this item is a draft report coming back from the Chino Desalter (CDA) Authority which was provided and prepared by consultants from RBF. Mr. Rossi stated while this plan is still in draft form, it is being provided to try and answer some of the Committee member's questions in terms of impacts that could be felt at private or other wells in the area adjacent to the desalters. Mr. Rossi stated we are not looking for any action regarding this item today, however, wanted to encourage the members to read the Plan and get back to Watermaster with any questions or concerns, noting a formal presentation will be brought back to the Pools next month. Chair deBoom asked Tom O'Neil from Jurupa Community Services Department if he could give a brief overview of the plan. Mr. O'Neil stated that when he sent the Draft Plan to the Watermaster to be included in the packet, the attachments which were to accompany the Plan were not yet available, although, had them ready at present for review. Mr. Rossi stated these attachments would be added to the package next month when this item came back for recommendation for approval. Mr. O'Neil stated this plan was created to address any local impact issues to wells or groundwater levels within the lower part of the Chino Basin. This Plan examines history and background, location of the project area, purpose and scope, Chino I monitoring wells, Chino II monitoring wells, changes to the monitoring well network, monitoring frequency, reporting procedures, response, impact assessment, mitigation plan, technical review team, representation, responsibilities, recommendations to the CDA, and references. Mr. O'Neil noted that the Chino Basin Watermaster is currently monitoring groundwater levels. Chair deBoom inquired if there was any planned outreach for the well owners to be contacted in advance of the activities. Mr. O'Neil stated that the well owners have been notified in advance. Discussion ensued with regard to pumping closer to the East, where wells had been shut down. Mr. Rossi commented on the two Agricultural studies which are currently taking place that will review history, wells that are being shut down, and groundwater levels. A question regarding Desalter II having no reclaimed water which would supplement water to well owners if the water levels dropped was presented. Mr. O'Neil stated that no plan regarding this was presently in place, however, that issue will be investigated. Mr. Feenstra added comment 38,000 cows were relocated from within the Chino Basin last year and felt approximately another 30,000 or so would be relocated this year which means that those wells that are no longer operating should create a change in the water table. A brief discussion ensued regarding tenants and wells. An update on wells and other issues addressed today will be brought back to the June meeting Mr. Rossi stated.

II. BUSINESS ITEMS

A. 2004/2005 WATERMASTER BUDGET

Mr. Rossi presented the 2004/2005 Watermaster Budget to the Committee members stating there were no changes from the previously submitted budget. Mr. Rossi informed the Committee the Appropriative and Non-Agricultural Pool approved the budget at the last Pool meeting. A discussion ensued with regard to different accounting areas and where budgeted items were shown within the budgeted categories, along with the rate of interest accumulating for the Agricultural Pool's reserve account monies. Mr. Rossi commented Watermaster

presently has the reserve account placed into the Local Agency Investment Fund (LAIF) which is currently paying an interest rate of 1.47%. A discussion continued and it was suggested our Finance Manager work with the financial consultant for the Agricultural Pool in possible investment opportunities. Mr. Rossi reminded the Committee that we have a limited staff and must maintain certain financial separation of duties and those other water agencies have a full time financial consultant/brokers working for them for these types of endeavors. It was noted that Sheri Rojo, Nathan deBoom, and John Huitsing would brainstorm on some possible ideas for investments; now being referred to as the Agricultural Pool Investment Committee.

Motion by Koopman, second by Feenstra, and by unanimous vote

Moved to approve the 2004/2005 Watermaster Budget with the stipulation Watermaster would investigate options for the Agricultural Pools reserve account to possibly receive a higher rate of interest

B. CONSIDER AGREEMENT FOR BASIN MONITORING PROGRAM FOR NITROGEN/TDS IN THE SANTA ANA RIVER WATERSHED

Mr. Rossi referred to page 69 of the packet noting this is an agreement with the members of the TIN/TDS task force and a requirement from the Regional Board pertaining to the Basin Plan Amendment for all discharges along the Santa Ana River which will monitor effluent and water quality being discharged into the river. Mr. Rossi stated, within this basin we want to do extensive monitoring on the river for Maximum Benefit, noting this is a very positive action in which we are acquiring several partners for this monitoring program. Mr. Rossi confirmed Watermaster would get all the data which would allow us to provide data to Wildermuth for their model, commenting that Wildermuth is the consultant on this project. The question of Watermaster's contribution to this task force was presented. Mr. Rossi confirmed the staff is being hired through consultants to do the work; SAWPA administrates the rest, we would not contribute any time other than attending meetings. Mr. Rossi mentioned the \$18,500 dollars covers sampling in the river, processing, analyzing the data, recording it, and delivering the findings to the parties. We are moving forward with the implementation of the new program and Watermaster is recommending the approval of this Agreement because we are getting tremendous benefit out of this whole program. Mr. Rossi also commented that the Appropriative and Non-Agricultural Pool approved this item and noted the \$18,500 was already allotted for in the 2004/2005 budget that was just approved. The question of whether or not Orange County was doing any testing or duplicating of our tests was presented. Mr. Rossi noted that sampling efforts will be consolidated. This data is then forwarded into this program and the money we are spending is to analyze that data and execute a "combined" report, stating this is not a repetition act of what Orange County is currently doing or what the Regional Board is currently doing. Mr. Wildermuth added this will not reduce the amount of testing that the Regional Board does.

Motion by Koopman, second by Huitsing, and by unanimous vote

Moved to approve the Agreement for the Basin Monitoring Program for Nitrogen/TDS in the Santa Ana River Watershed

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

Mr. Rossi affirmed he was not seeking any action on this item and will be bringing it back for recommendation next month. Mr. Rossi remarked since Watermaster started discussing this program with Wildermuth and IEUA, Watermaster felt it necessary to take a good look at all monitoring programs. Trying to capture the efforts and costs associated in these monitoring efforts between the two agencies would really bring us together on this cost saving venture. Mr. Rossi asked the Committee to turn to page 81 of the packet to examine the tables regarding analytical and labor costs for joint water quality monitoring programs within the Chino Basin. Table 1 describes costs for the Groundwater Quality Monitoring Program, Hydraulic Control Monitoring Program, Recharge Basin Water Quality Monitoring Program, and Title 22 Monitoring Program for Phase 1 Basins. Mr. Rossi reviewed Table 1 costs in depth. Noting that in this proposal, and in working with Rich Atwater, IEUA would contribute in the first three

areas, which are the largest of the four monitoring areas, and then Watermaster would contribute to the Title 22 Monitoring Program. Mr. Rossi pointed out a substantial amount of money will be saved by going this route by reducing our labor costs approximately 60%. Mr. Rossi stated the majority of capital costs are funded by outside funding, grants, AB303, DWR, and some other areas.

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

Mr. Rossi affirmed there has been a standing agreement between OCWD, MWDOC and IEUA for 20 plus years when OC-59 was first built. It was discussed with IEUA that Watermaster needs to be included in this Agreement. Mr. Rossi reviewed the verbiage of the Agreement with regard to water that is ordered and delivered. Mr. Rossi recommends, at this time, Watermaster refresh this Agreement with this addition of Watermaster's name. Otherwise noting all the financial terms, liability, and indemnities remain the same. Mr. Rossi confirmed the OC-59 connection is located at the San Antonio Creek wash. Staff would recommend approval of this agreement to go to the Advisory and the Watermaster Board which the Appropriative and Non-Agricultural Pool took unanimous action on last week.

Motion by Koopman, second by Pierson, and by unanimous vote

Moved to approve draft agreement between OCWD, MWDOC, IEUA, and Watermaster for the joint use of service connection OC-59

E. DATA REQUEST FOR ONTARIO AIRPORT

Mr. Rossi commented Watermaster was moving forward on this request.

III. REPORTS/UPDATES

A. WATERMASTER GENERAL LEGAL COUNSEL REPORT

1. Attorney/Manager Meeting – May 12, 2004

Counsel Fife commented on the progress of the Attorney/Manager meetings. A technical meeting will be held on Monday May 24, proceeding with the Wednesdays meetings on June 2 and June 9, 2004. Counsel Fife stated the parties at the meetings were considering a variety of issues. Issues of water quality are being addressed at these meetings and Counsel encouraged the Pool members to address Steve Lee with these types of issues because he does attend those meetings and will have an opportunity to bring concerns up.

2. Patent Issue

Counsel Fife commented on the recently awarded patent for recharge basins and informed the Committee this item was added to the Legal Affairs Committee Agenda at the ACWA conference in Monterey last week. Counsel Fife stated he was involved in a very interesting discussion regarding this topic. Counsel Fife confirmed that several other water agencies had heard from the gentleman who obtained the patent and noted one of them had actually paid him for his services. There is a tremendous amount of interest in pursuing this issue and noted it will not only be the Chino Basin but several other parties will be watching this matter. If there are any legal ramifications from this patent, we will be facing it as part of a larger assembly.

3. Wilson v. Watermaster

Counsel Fife noted this is the personal injury case which has been brought to the Committee meetings before and noted the insurance company and the plaintiff are battling over this case. Counsel reported that he has been informed by the insurance company attorneys that the case has been settled and will be dismissed. Counsel Fife noted he will keep the Committee apprised of any further actions regarding this case.

4. Hearing Date For Approval Of DYY Storage Agreement

Counsel Fife acknowledged the filing of the Dry Year Yield Storage Agreement pleading with the court on May 12, 2004 and stated the hearing is set for June 24, 2004. Noting IEUA and Three Valleys have now approved the Agreement and once the court approves it Watermaster will also sign it. Counsel Fife anticipates all to go well in regards to the court approving this agreement.

Added:

5. Chino Land and Water Case

Counsel Fife informed the Committee that the Chino Land & Water case which was submitted to the Supreme Court was denied acceptance to be heard by the Supreme Court.

B. CEO/STAFF REPORT

1. Staff to Present Draft Recharge Operating Plan

Mr. Rossi presented the draft operating plan for recharge and asked the Committee to turn to page 97 of the packet for review. Mr. Rossi noted this has been a challenging year due to the 23,600 acre feet of requirement to recharge water, 6,500 acre feet of that for the MZ1 Peace Agreement requirement, the other 16,600 is over pumping from the prior year. One of the challenges was a direct result from the fires and then the Christmas day storm bringing a lot of silt and ash down into the basins, taking Montclair off line which is where we usually do the majority of recharge. Mr. Rossi reviewed the table discussing the conjunctive use plan for the new Dry Year Yield (DYY) Metropolitan Water District (MET) program and the replenishment deliveries in detail. Mr. Rossi noted he was anticipating taking an 8,000 or 9,000 out of the cyclic account at year end. Mr. Rossi noted that Mr. Kinsey recommended us possibly not taking all the water out of the cyclic account to try and wait and deliver it wet over the next year. Mr. Rossi agrees Watermaster should obtain as much wet water as we can because of the benefits to the basin. The question of whether or not while under the judgment we could mine, for a period of time, in drought years the basin was presented. Mr. Rossi stated the short answer would be yes, although, if there would be any material physical injury to the basin this issue would be something we would want to have approved by the court prior to any action. Mr. Rossi commented that Mark Wildermuth has done extensive modeling in this area and because of that we have a much better understanding regarding this inquiry. Discussion ensued regarding the cyclic account as well as safe yield issues. Mr. Rossi recommends a staff report be submitted next month in this regard and noted this item will be on the agenda next month.

2. Discuss Change of Meeting Times for the Advisory and Watermaster Board Meetings

Mr. Rossi informed the Committee members of the time changes for the Advisory and Watermaster Board meetings starting on Thursday, May 27, 2004.

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

This item was moved to the first item after the consent calendar items by Chair deBoom.

IV. POOL MEMBER COMMENTS

Mr. Feenstra referred to Mr. Rossi as a "keeper" and expressed his appreciation for the dedication he portrayed as the CEO for Chino Basin Watermaster over the past three years. He thanked him for his accomplishments and wished him the very best at his new position. Mr. Feenstra noted that while Mr. Rossi accepted another position at another company he would still be part of the water industry and possibly be attending some of the meetings the Watermaster holds in the future. Chair deBoom agreed with Mr. Feenstra and thanked Mr. Rossi for a job well done.

Mr. Rossi returned the thanks to the Agricultural Pool Committee members and stated that it was a pleasure working with each and every one of them, and he also anticipated seeing them again and working with them in the future.

V. OTHER BUSINESS

No comment was made regarding this item.

VI. FUTURE MEETINGS

May 12, 2004	12:00 p.m.	Attorney/Manager Meeting @ BBK
May 13, 2004	3:00 p.m.	Appropriative & Non-Agricultural Pool Meeting
May 19, 2004	12:00 p.m.	Attorney/Manager Meeting @ BBK
May 20, 2004	9:00 a.m.	Agricultural Pool Meeting @ IEUA
May 27, 2004	9:00 a.m.	Advisory Committee Meeting
	11:00 a.m.	Watermaster Board Meeting

The Agricultural Pool Meeting Adjourned at 10:40 a.m.

Secretary: _____

Minutes Approved: _____

CHINO BASIN WATERMASTER

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

I. CONSENT CALENDAR

B. FINANCIAL REPORTS

1. Cash Disbursements May 2004
2. Combining Schedule of Revenue, Expenses and changes in Working Capital for the Periods July 1, 2003 through April 30, 2004
3. Treasurer's Report of Financial Affairs for April 1 through April 30, 2004
4. Profit & Loss Budget vs. Actual July 2003 through April 2004



CHINO BASIN WATERMASTER

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JOHN V. ROSSI
Chief Executive Officer

STAFF REPORT

DATE: June 10, 2004
June 17, 2004
June 24, 2004

TO: Committee Members
Watermaster Board Members

SUBJECT: Cash Disbursement Report – May 2004

SUMMARY

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

Recommendation – Staff recommends the Cash Disbursements for May 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 May 2004 were \$1,429,025.13. The most significant expenditures during the month were Inland Empire Utilities Agency in the amount of \$964,305.25, Inland Empire Utilities Agency in the amount of \$195,113.35, and Wildermuth Environmental Inc. in the amount of \$94,764.69.

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CHINO BASIN WATERMASTER
Cash Disbursement Detail Report
May 2004

Type	Date	Num	Name	Amount
May 04				
Bill Pmt -Check	5/4/2004	8631	MEDIA JIM	-500.00
Bill Pmt -Check	5/5/2004	8632	INLAND EMPIRE UTILITIES AGENCY	-6,666.67
Bill Pmt -Check	5/5/2004	8633	VERIZON	-418.33
Bill Pmt -Check	5/5/2004	8634	A & R TIRE	-320.46
Bill Pmt -Check	5/5/2004	8635	BOWCOCK, ROBERT	-375.00
Bill Pmt -Check	5/5/2004	8636	CATLIN, TERRY	-250.00
Bill Pmt -Check	5/5/2004	8637	DALIA'S PIZZA MARKET	-295.18
Bill Pmt -Check	5/5/2004	8638	INLAND EMPIRE UTILITIES AGENCY	-964,305.25
Bill Pmt -Check	5/5/2004	8639	KRUGER, W. C. "BILL"	-125.00
Bill Pmt -Check	5/5/2004	8640	KUHN, BOB	-250.00
Bill Pmt -Check	5/5/2004	8641	LOS ANGELES TIMES	-42.00
Bill Pmt -Check	5/5/2004	8642	MWH LABORATORIES	-5,265.00
Bill Pmt -Check	5/5/2004	8643	NEUFELD, ROBERT	-250.00
Bill Pmt -Check	5/5/2004	8644	PAYCHEX	-156.50
Bill Pmt -Check	5/5/2004	8645	PETTY CASH	-435.56
Bill Pmt -Check	5/5/2004	8646	PUMP CHECK	-1,928.06
Bill Pmt -Check	5/5/2004	8647	PURCHASE POWER	-13.97
Bill Pmt -Check	5/5/2004	8648	RETAIL SERVICES	-420.80
Bill Pmt -Check	5/5/2004	8649	UNITED PARCEL SERVICE	-289.84
Bill Pmt -Check	5/5/2004	8650	VANDEN HEUVEL, GEOFFREY	-125.00
Bill Pmt -Check	5/5/2004	8651	VELASQUEZ JANITORIAL	-900.00
Bill Pmt -Check	5/5/2004	8652	VERIZON	-37.45
Bill Pmt -Check	5/5/2004	8653	YUKON DISPOSAL SERVICE	-123.90
General Journal	5/10/2004	04/05/4	PAYROLL	-4,533.23
General Journal	5/10/2004	04/05/4	PAYROLL	-17,616.62
Bill Pmt -Check	5/19/2004	8654	STAULA, MARY L	-209.19
Bill Pmt -Check	5/19/2004	8655	A & R TIRE	-74.95
Bill Pmt -Check	5/19/2004	8656	ACWA SERVICES CORPORATION	-106.88
Bill Pmt -Check	5/19/2004	8657	APPLIED COMPUTER TECHNOLOGIES	-2,275.15
Bill Pmt -Check	5/19/2004	8658	BANK OF AMERICA	-566.13
Bill Pmt -Check	5/19/2004	8659	BEST BEST & KRIEGER LLP	-625.61
Bill Pmt -Check	5/19/2004	8660	CALPERS	-2,998.26
Bill Pmt -Check	5/19/2004	8661	CITIZENS CONFERENCING	-89.96
Bill Pmt -Check	5/19/2004	8662	ELLISON, SCHNEIDER & HARRIS, LLP	-12,368.14
Bill Pmt -Check	5/19/2004	8663	FIRST AMERICAN REAL ESTATE SOLUTIONS	-125.00
Bill Pmt -Check	5/19/2004	8664	HATCH AND PARENT	-58,031.47
Bill Pmt -Check	5/19/2004	8665	INLAND COUNTIES INSURANCE SERVICES, INC.	-342.22
Bill Pmt -Check	5/19/2004	8666	INLAND EMPIRE UTILITIES AGENCY	-195,113.35
Bill Pmt -Check	5/19/2004	8667	MCI	-900.15
Bill Pmt -Check	5/19/2004	8668	MWH LABORATORIES	-6,045.00
Bill Pmt -Check	5/19/2004	8669	OFFICE DEPOT	-764.97
Bill Pmt -Check	5/19/2004	8670	REID & HELLYER	-6,340.35
Bill Pmt -Check	5/19/2004	8671	RICOH BUSINESS SYSTEMS-Lease	-3,591.31
Bill Pmt -Check	5/19/2004	8672	ROJO, SHERI M	-237.62
Bill Pmt -Check	5/19/2004	8673	SAVIN CORPORATION dba RICOH BUSINESS	-32.95
Bill Pmt -Check	5/19/2004	8674	SOLOLIST CANADA LTD.	-50.00
Bill Pmt -Check	5/19/2004	8675	STATE COMPENSATION INSURANCE FUND	-2,302.84
Bill Pmt -Check	5/19/2004	8676	WILDERMUTH ENVIRONMENTAL INC	-94,764.69
Bill Pmt -Check	5/26/2004	8677	ARROWHEAD MOUNTAIN SPRING WATER	-46.07
Bill Pmt -Check	5/26/2004	8678	CUCAMONGA VALLEY WATER DISTRICT	-4,900.00
Bill Pmt -Check	5/26/2004	8679	DIRECTV	-71.98
Bill Pmt -Check	5/26/2004	8680	MWH MONTGOMERY WATSON HARZA	-911.50
Bill Pmt -Check	5/26/2004	8681	NEXTEL COMMUNICATIONS	-878.39
Bill Pmt -Check	5/26/2004	8682	OFFICE DEPOT	-66.38
Bill Pmt -Check	5/26/2004	8683	POWERS ELECTRIC PRODUCTS CO.	-434.36
Bill Pmt -Check	5/26/2004	8684	SAFFRON CATERING AND EVENT SERVICES	-971.10
Bill Pmt -Check	5/26/2004	8685	SAVIN CORPORATION dba RICOH BUSINESS	-32.95
Bill Pmt -Check	5/26/2004	8686	STATE COMPENSATION INSURANCE FUND	-71.27
Bill Pmt -Check	5/26/2004	8687	UNION 76	-159.74
Bill Pmt -Check	5/26/2004	8688	WEST VALLEY ELECTRIC	-50.00
Bill Pmt -Check	5/26/2004	8689	WESTERN ALLIED SERVICE COMPANY	-2,277.00
Bill Pmt -Check	5/26/2004	8690	WILDERMUTH ENVIRONMENTAL INC	-3,121.56
General Journal	5/28/2004	04/05/6	PAYROLL	-4,361.75
General Journal	5/28/2004	04/05/6	PAYROLL	-17,071.07
May 04				<u>-1,429,025.13</u>

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CHINO BASIN WATERMASTER
 COMBINING SCHEDULE OF REVENUE, EXPENSES AND CHANGES IN WORKING CAPITAL
 FOR THE
 PERIOD JULY 1, 2003 THROUGH APRIL 30, 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			48,169	5,448	2,305			30	55,952	112,025
Mutual Agency Project Revenue		169,209							169,209	0
Grant Income									-	0
Miscellaneous Income	188,113								188,113	0
Total Revenues	188,113	169,209	4,662,225	5,448	124,765	-	-	30	5,149,790	4,052,541
Administrative & Project Expenditures										
Watermaster Administration	651,517								651,517	617,732
Watermaster Board-Advisory Committee	37,398								37,398	43,442
Pool Administration			11,718	208,545	2,909				223,172	255,148
Optimum Basin Mgmt Administration		753,911							753,911	1,034,064
OBMP Project Costs		1,872,077							1,872,077	3,365,079
Education Funds Use								375	375	375
Mutual Agency Project Costs	41,416								41,416	85,004
Total Administrative/OBMP Expenses	730,331	2,625,988	11,718	208,545	2,909	-	-	375	3,579,866	5,400,844
Net Administrative/OBMP Income	(542,218)	(2,456,779)								
Allocate Net Admin Income To Pools	542,218		402,242	123,919	16,056				-	0
Allocate Net OBMP Income To Pools		2,456,779	1,822,553	561,477	72,749				-	0
Agricultural Expense Transfer			887,291	(887,291)					-	0
Total Expenses			3,123,805	6,650	91,714	-	-	375	3,579,866	5,400,844
Net Administrative Income			1,538,420	(1,202)	33,051			(345)	1,569,924	(1,348,303)
Other Income/(Expense)										
Replenishment Water Purchases						4,135,998			4,135,998	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						(653,537)			(653,537)	0
Net Other Income			-	-	-	5,068,315	-	-	5,068,315	(84,000)
Net Transfers To/(From) Reserves			1,538,420	(1,202)	33,051	5,068,315	-	(345)	6,638,239	(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			4,352,367	464,867	221,361	5,334,818	158,251	2,187	10,533,850	
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
APRIL 1 THROUGH APRIL 30, 2004**

DEPOSITORIES:

Cash on Hand - Petty Cash			\$	500
Bank of America				
Governmental Checking-Demand Deposits	\$	112,264		
Savings Deposits		9,623		
Zero Balance Account - Payroll		-		121,887
Local Agency Investment Fund - Sacramento				10,725,549
TOTAL CASH IN BANKS AND ON HAND				\$ 10,847,936
TOTAL CASH IN BANKS AND ON HAND	4/30/2004			\$ 10,847,936
	3/31/2004			11,079,389
PERIOD INCREASE (DECREASE)				\$ (231,453)

CHANGE IN CASH POSITION DUE TO:

Decrease/(Increase) in Assets: Accounts Receivable			\$	31,994
Assessments Receivable				(60,668)
Prepaid Expenses, Deposits & Other Current Assets				1,734
(Decrease)/Increase in Liabilities: Accounts Payable				155,999
Accrued Payroll, Payroll Taxes & Other Current Liabilities				(18,628)
Transfer to/(from) Reserves				(341,884)
PERIOD INCREASE (DECREASE)				\$ (231,453)

	Petty Cash	Gov't'l Checking Demand	Zero Balance Account Payroll	Savings	Local Agency Investment Funds	Totals
SUMMARY OF FINANCIAL TRANSACTIONS:						
Balances as of 3/31/2004	\$ 500	\$ 125,412	\$ -	\$ 9,623	\$ 10,943,854	\$ 11,079,389
Deposits		188,113	-	-	31,695	219,808
Transfers		191,021	58,979	-	(250,000)	-
Withdrawals/Checks		(392,282)	(58,979)	-	-	(451,261)
Balances as of 4/30/2004	\$ 500	\$ 112,264	\$ -	\$ 9,623	\$ 10,725,549	\$ 10,847,936
PERIOD INCREASE OR (DECREASE)	\$ -	\$ (13,148)	\$ -	\$ -	\$ (218,305)	\$ (231,453)

**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
APRIL 1 THROUGH APRIL 30, 2004**

INVESTMENT TRANSACTIONS

Effective Date	Transaction	Depository	Activity	Redeemed	Days to Maturity	Interest Rate(*)	Maturity Yield
4/15/2004	Deposit	L.A.I.F.	31,695				
4/22/2004	Withdrawal	L.A.I.F.	\$ (250,000)				
TOTAL INVESTMENT TRANSACTIONS			<u>\$ (218,305)</u>	<u>-</u>			

* 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
April 30, 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	\$ 10,725,549			
Time Certificates of Deposit	<u>-</u>			
TOTAL INVESTMENTS	<u>\$ 10,725,549</u>			

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 April 2004

	<u>Jul '03 - Apr 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	117.36%
4120 · Admin Asmnts-Non-Agrl Pool	122,460.43	88,201.00	34,259.43	138.84%
4700 · Non Operating Revenues	55,951.87	112,025.00	-56,073.13	49.95%
4900 · Miscellaneous Income	188,113.38	0.00	188,113.38	100.0%
Total Income	<u>5,149,790.46</u>	<u>4,131,921.00</u>	<u>1,017,869.46</u>	<u>124.63%</u>
Gross Profit	5,149,790.46	4,131,921.00	1,017,869.46	124.63%
Expense				
6010 · Salary Costs	359,727.67	385,900.00	-26,172.33	93.22%
6020 · Office Building Expense	158,484.75	108,995.00	49,489.75	145.41%
6030 · Office Supplies & Equip.	47,143.61	41,000.00	6,143.61	114.98%
6040 · Postage & Printing Costs	53,732.00	66,400.00	-12,668.00	80.92%
6050 · Information Services	92,929.87	105,750.00	-12,820.13	87.88%
6060 · Contract Services	90,763.74	121,000.00	-30,236.26	75.01%
6080 · Insurance	17,516.00	16,710.00	806.00	104.82%
6110 · Dues and Subscriptions	8,570.10	14,500.00	-5,929.90	59.1%
6140 · Other WM Admin Expenses	1,861.66	0.00	1,861.66	100.0%
6150 · Field Supplies	600.83	4,250.00	-3,649.17	14.14%
6170 · Travel & Transportation	38,766.05	46,300.00	-7,533.95	83.73%
6190 · Conferences & Seminars	15,954.97	16,000.00	-45.03	99.72%
6200 · Advisory Comm - WM Board	12,706.36	15,071.00	-2,364.64	84.31%
6300 · Watermaster Board Expenses	24,692.13	28,371.00	-3,678.87	87.03%
8300 · Appr PI-WM & Pool Admin	11,718.00	14,471.00	-2,753.00	80.98%
8400 · Agrl Pool-WM & Pool Admin	161,744.11	166,979.00	-5,234.89	96.87%
8467 · Agrl-Pool Legal Services	40,150.76	51,000.00	-10,849.24	78.73%
8470 · Ag Meeting Attend -Special	6,650.00	16,000.00	-9,350.00	41.56%
8500 · Non-Ag PI-WM & Pool Admin	2,908.65	6,698.00	-3,789.35	43.43%
6500 · Education Funds Use Expens	375.00	375.00	0.00	100.0%
9500 · Allocated G&A Expenditures	<u>-234,534.36</u>	<u>-309,073.00</u>	<u>74,538.64</u>	<u>75.88%</u>
Subtotal G&A Expenditures	912,461.90	916,697.00	-4,235.10	99.54%
6900 · Optimum Basin Mgmt Plan	691,165.93	942,065.00	-250,899.07	73.37%
6950 · Mutual Agency Projects	41,416.37	85,004.00	-43,587.63	48.72%
9501 · G&A Expenses Allocated-OBMP	<u>62,745.28</u>	<u>91,999.00</u>	<u>-29,253.72</u>	<u>68.2%</u>
Subtotal OBMP Expenditures	795,327.58	1,119,068.00	-323,740.42	71.07%
7101 · Production Monitoring	47,137.68	79,283.00	-32,145.32	59.46%
7102 · In-line Meter Installation	45,010.73	131,380.00	-86,369.27	34.26%
7103 · Grdwtr Quality Monitoring	259,191.60	274,613.00	-15,421.40	94.38%
7104 · Gdwtr Level Monitoring	88,637.04	157,852.00	-69,214.96	56.15%
7105 · Sur Wtr Qual Monitoring	61,053.82	133,595.00	-72,541.18	45.7%
7106 · Wtr Level Sensors Install	0.00	26,835.00	-26,835.00	0.0%
7107 · Ground Level Monitoring	88,373.40	202,283.00	-113,909.60	43.69%
7108 · Hydraulic Control Monitoring	256,851.97	718,227.00	-461,375.03	35.76%
7200 · PE2- Comp Recharge Pgm	135,590.37	531,434.00	-395,843.63	25.51%
7300 · PE3&5-Water Supply/Desalte	1,681.69	47,499.00	-45,817.31	3.54%

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

	Jul '03 - Apr 04	Budget	\$ Over Budget	% of Budget
7400 · PE4- Mgmt Plan	190,531.04	187,308.00	3,223.04	101.72%
7500 · PE6&7-CoopEfforts/SaltMgmt	53,485.00	51,820.00	1,665.00	103.21%
7600 · PE8&9-StorageMgmt/Conj Use	96,511.75	146,179.00	-49,667.25	66.02%
7690 · Recharge Improvement Debt Pymt	376,169.00	429,250.00	-53,081.00	87.63%
7700 · Inactive Well Protection Prgm	62.45	30,447.00	-30,384.55	0.21%
9502 · G&A Expenses Allocated-Projects	171,789.05	217,074.00	-45,284.95	79.14%
Subtotal Special Project Expenditures	1,872,076.59	3,365,079.00	-1,493,002.41	55.63%
Total Expense	3,579,866.07	5,400,844.00	-1,820,977.93	66.28%
Net Ordinary Income	1,569,924.39	-1,268,923.00	2,838,847.39	-123.72%
Other Income/Expense				
Other Income				
4231 · MZ1 Assigned Water Sales	0.00	615,000.00	-615,000.00	0.0%
4210 · Approp Pool-Replenishment	4,124,710.02	0.00	4,124,710.02	100.0%
4220 · Non-Ag Pool-Replenishment	11,288.32	0.00	11,288.32	100.0%
4230 · MZ1 Sup Wtr Assessment	1,585,853.60	1,574,500.00	11,353.60	100.72%
Total Other Income	5,721,851.94	2,189,500.00	3,532,351.94	261.33%
Other Expense				
5010 · Groundwater Replenishment	653,536.60	2,273,500.00	-1,619,963.40	28.75%
9999 · To/(From) Reserves	6,638,239.73	-1,352,923.00	7,991,162.73	-490.66%
Total Other Expense	7,291,776.33	920,577.00	6,371,199.33	792.09%
Net Other Income	-1,569,924.39	1,268,923.00	-2,838,847.39	-123.72%
Net Income	0.00	0.00	0.00	0.0%



CHINO BASIN WATERMASTER

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

I. CONSENT CALENDAR

C. WATER TRANSACTIONS

1. Transaction of Notice of Sale or Transfer from Cucamonga Valley Water to Fontana Water Company
2. Transaction of Notice of Sale or Transfer from The Nicholson Trust to Fontana Water Company
3. Transaction of Notice of Sale or Transfer from The City of Chino to The City of Ontario
4. Transaction of Notice of Sale or Transfer from Cucamonga Valley Water to Fontana Water Company
5. Transaction of Notice of Sale or Transfer from Jurupa Community Services District to The City of Ontario
6. Transaction of Notice of Sale or Transfer from Santa Ana River Water Company to Jurupa Community Services District

CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

April 15, 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: April 8, 2004

Date of this notice: April 15, 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 Cucamonga Valley Water District water in storage in the amount of 2,500 acre-feet.

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

Appropriative Pool: May 13, 2004

Non-Agricultural Pool: May 13, 2004

Agricultural Pool: May 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

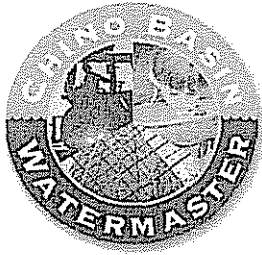
CHINO BASIN WATERMASTER

NOTICE OF TRANSFER OF WATER

Notification Dated: April 15, 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: April 15, 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 Cucamonga Valley Water District water in storage in the amount of 2,500 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).

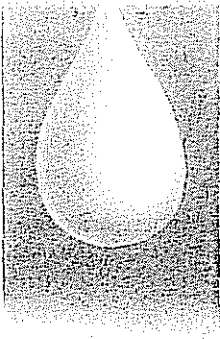
The following application for water transaction is attached with the notice of application.

- Notice of Sale or Transfer – Fontana Water Company has agreed to purchase from Cucamonga Valley Water District water in storage in the amount of 2,500 acre-feet.

Notice of the water transaction identified above was mailed on April 15, 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.

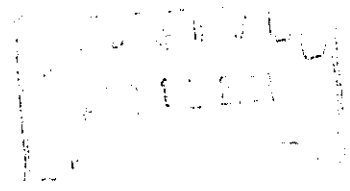


FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

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

April 8, 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 Cucamonga Valley Water District water in storage in the amount of 2,500 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 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

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

TRANSFER FROM LOCAL STORAGE AGREEMENT # _____

Cucamonga Valley Water District Name of Party March 29, 2004 Date Requested Date Approved

10440 Ashford Street Street Address 2,500 Acre-feet Amount Requested Acre-feet Amount Approved

Rancho Cucamonga CA 91729 City State Zip Code

Telephone: (909) 987-2591 Facsimile: (909) 476-8032

Robert A. DeLoach, General Manager Cucamonga Valley Water District

TRANSFER TO:

Fontana Water Company Name of Party

Attach Recapture Form 4

8440 Nuevo Avenue Street Address

Fontana CA 92334 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 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>April 8, 2004</u>	<u> </u>
Name of Party			Date Requested	Date Approved
<u>8440 Nuevo Avenue</u>			<u>2,500</u> Acre-feet	<u> </u> Acre-feet
Street Address			Amount Requested	Amount Approved
<u>Fontana</u>	<u>CA</u>	<u>92335</u>	<u> </u>	<u> </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: Cucamonga Valley Water District

PURPOSE OF RECAPTURE

- Pump when other sources of supply are curtailed
- 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

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 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?

ADDITIONAL INFORMATION ATTACHED Yes [] No [X]


Applicant

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

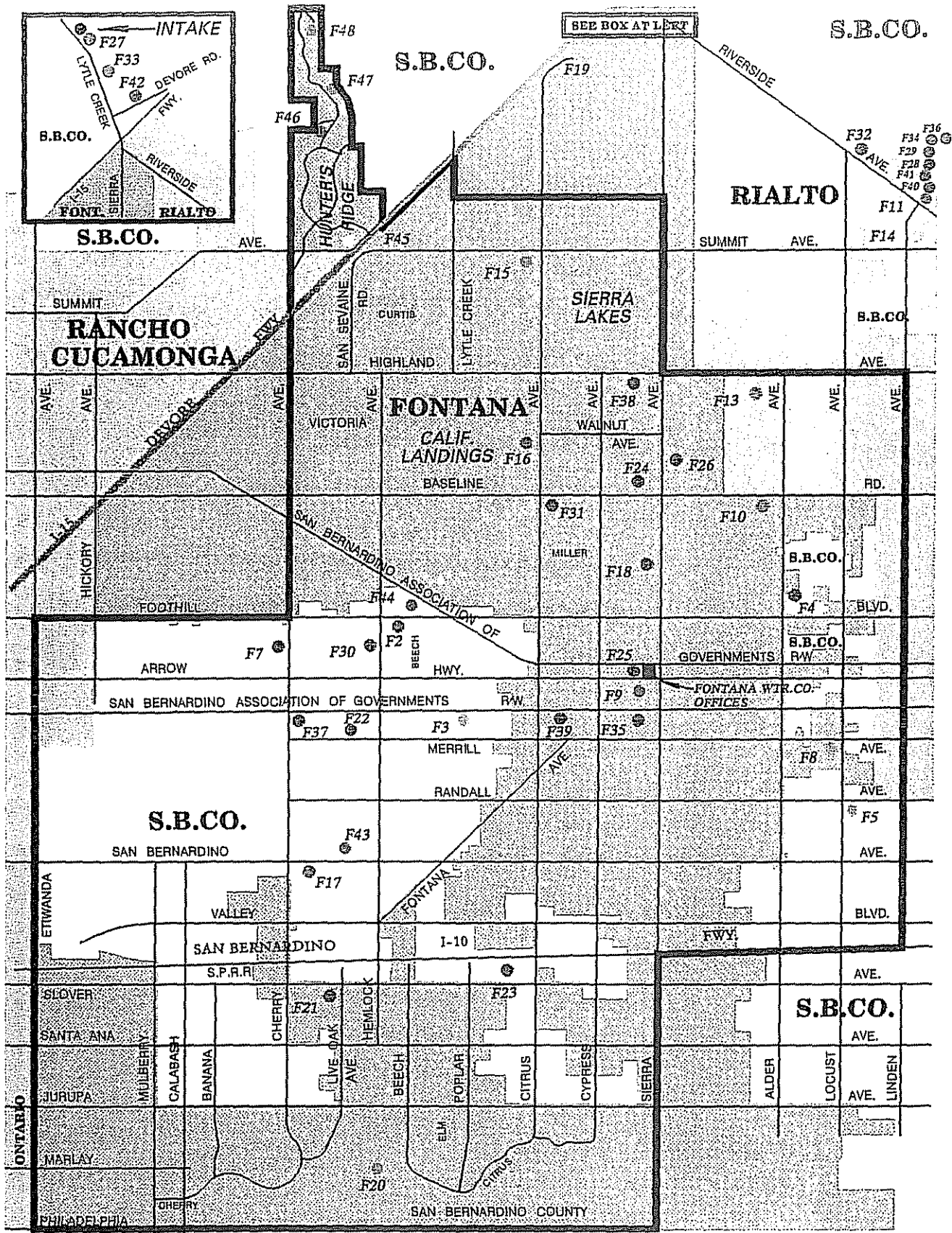
DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

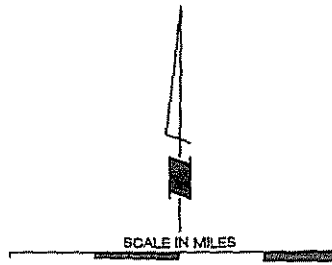
DATE OF BOARD APPROVAL: _____ Agreement # _____



- LEGEND**
- - WELL
 - ⊙ - WELL & BOOSTERS
 - ⊕ - BOOSTERS
 - ⊗ - WELL, BOOSTERS & RESERVOIR
 - ⊘ - TREATMENT FACILITY
 - ⊙ - RESERVOIR - P.R. VALVE
 - ⊗ - BOOSTERS & RESERVOIR

FONTANA WATER COMPANY

SYSTEM NO. 3610041



FONTANA WATER COMPANY
Recapture Plan

The subject water is a transfer of stored groundwater from Cucamonga Valley Water District to Fontana Water Company (FWC) of 2,500 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	<u>126.2</u>

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

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

April 15, 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: **April 7, 2004**

Date of this notice: **April 15, 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 Nicholson Trust water in storage and annual production right in the amount of 6.475 acre-feet.

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

Appropriative Pool:	May 13, 2004
Non-Agricultural Pool:	May 13, 2004
Agricultural Pool:	May 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: April 15, 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: April 15, 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 Nicholson Trust water in storage and annual production right in the amount of 6.475 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).

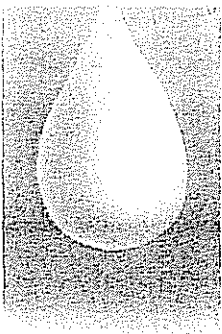
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Notice of the water transaction identified above was mailed on April 15, 2004 along with the materials submitted by the requestors.

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.

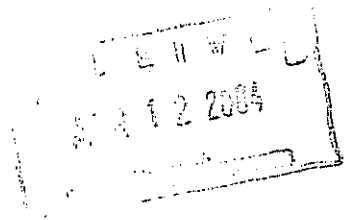


FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

8440 NUEVO AVENUE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 522-2201

April 7, 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 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 Nicholson Trust water in storage and annual production right in the amount of 6.475 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 cursive script, reading "Michael J. McGraw".

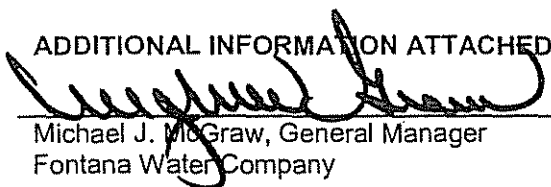
Michael J. McGraw
General Manager

MJM:bf
Enclosures

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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>April 1, 2004</u>	
Name of Party			Date Requested	Date Approved
<u>8440 Nuevo Avenue</u>			<u>0.929</u> Acre-feet	<u> </u> Acre-feet
Street Address			Amount Requested	Amount Approved
<u>Fontana</u>	<u>CA</u>	<u>92334</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: The Nicholson Trust

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 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

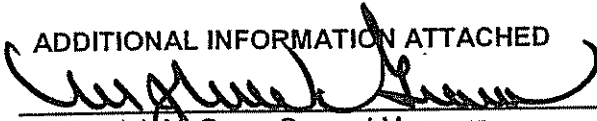
Is the Applicant aware of any Material Physical Injury to a party to the judgment or the Basin that may be caused by the action covered by the application? Yes [] No [X]

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
TO
TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

Fiscal Year 2003 - 2004

Commencing on July 1, 2003 and terminating on June 30, 2004, The Nicholson Trust ("Transferor") hereby transfers to Fontana Water Company ("Transferee") the quantity of 5.546 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 164327).

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 accomplished by pumping of 15 wells-static 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?

N/A

ADDITIONAL INFORMATION ATTACHED

Yes [] No [X]


The Nicholson Trust
Robert H. Nicholson, Jr., Trustee


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: _____

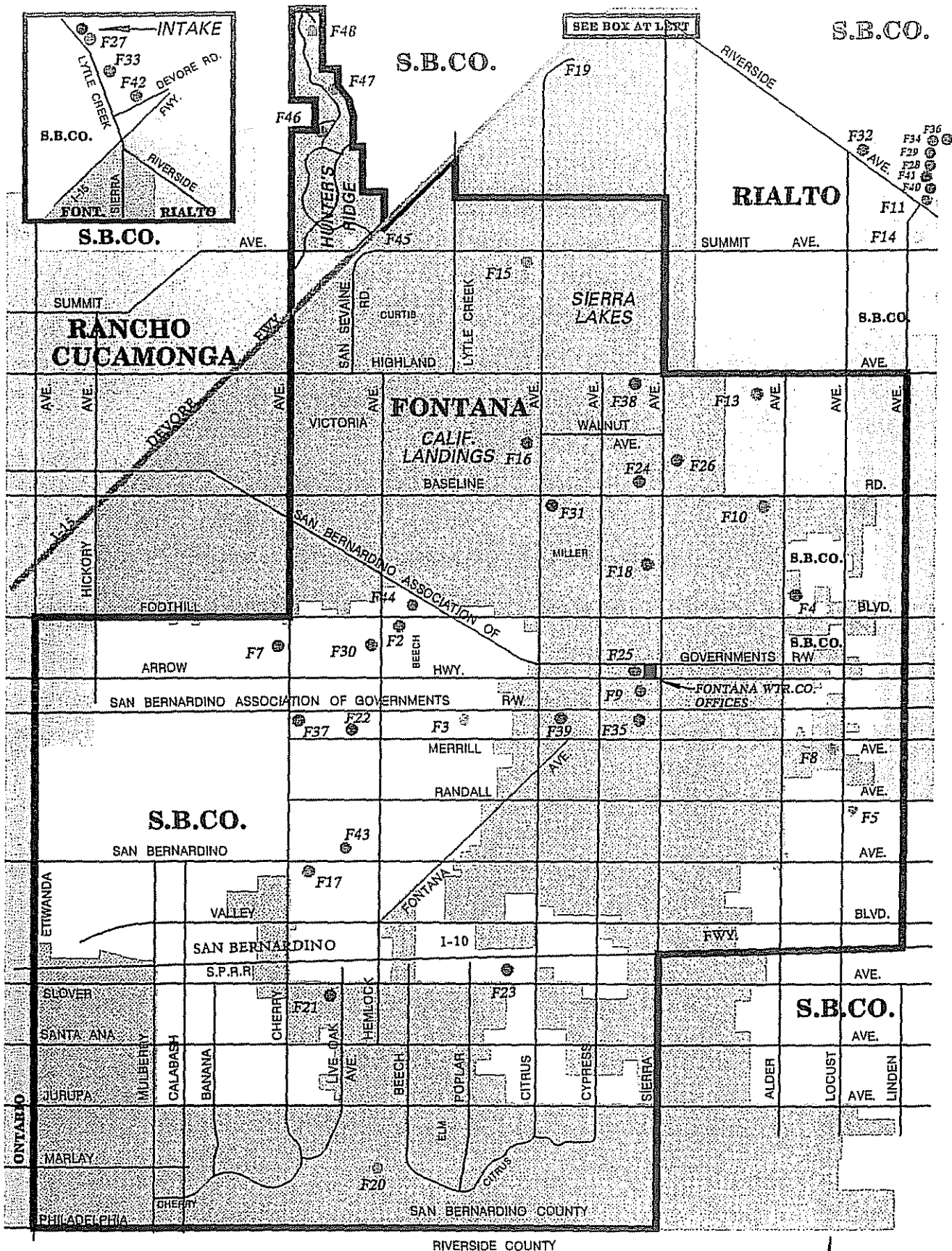
DATE OF BOARD APPROVAL: _____ Agreement # _____

FONTANA WATER COMPANY
Recapture Plan

The subject water is a transfer of stored groundwater and annual production rights from The Nicholson Trust to Fontana Water Company (FWC) of 6.475 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	<u>126.2</u>

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.



LEGEND

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

FONTANA WATER COMPANY

SYSTEM NO. 3610041

SCALE IN MILES

CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

May 20, 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: **April 20, 2004**

Date of this notice: **May 20, 2004**

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

- A. Notice of Sale or Transfer – The City of Ontario has agreed to purchase from the City of Chino water in storage in the amount of 5,600 acre-feet.

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

Appropriative Pool: June 10, 2004

Non-Agricultural Pool: June 10, 2004

Agricultural Pool: June 15, 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

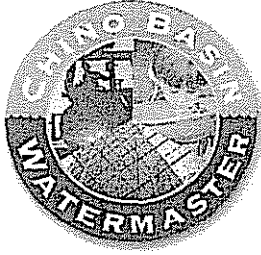
CHINO BASIN WATERMASTER

NOTICE OF TRANSFER OF WATER

Notification Dated: May 20, 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: May 20, 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 – the City of Ontario has agreed to purchase from the City of Chino water in storage in the amount of 5,600 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).

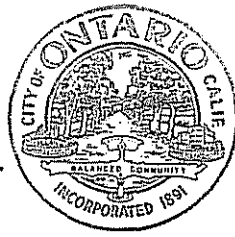
The following application for water transaction is attached with the notice of application.

- Notice of Sale or Transfer - the City of Ontario has agreed to purchase from the City of Chino water in storage in the amount of 5,600 acre-feet.

Notice of the water transaction identified above was mailed on May 20, 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.



PUBLIC WORKS AGENCY

ONTARIO MUNICIPAL SERVICES CENTER

GARY C. OVITT
MAYORPAUL S. LEON
MAYOR PROTEMALAN D. WAPNER
GERALD A. DuBOIS
DEBORAH S. ACKER
COUNCIL MEMBERS

April 20, 2004

GREGORY C. DEVEREAUX
CITY MANAGERKENNETH L. JESKE
PUBLIC WORKS & COMMUNITY
SERVICES DIRECTORMARY WIRTES, MMC
CITY CLERKJAMES R. MILHISER
TREASURER

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

Subject: PURCHASE OF WATER IN STORAGE
CHINO BASIN – FY 2003-2004

Dear Ms. Stewart:

Please take notice that the City of Ontario (Ontario) has agreed to purchase from the City of Chino (Chino) a portion of Chino's water in storage in the amount of 5,600 acre feet to satisfy a portion of the Ontario's anticipated Chino Basin replenishment obligation for FY 2003-2004.

Enclosed is executed application for sale or transfer of right to produce water from storage and a recapture plan 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 395-2681. Thank you.

Sincerely,

Mohamed El-Amamy
Utilities Director

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

TRANSFER FROM LOCAL STORAGE AGREEMENT # _____

City of Chino
Name of Party

2/18/2004
Date Requested Date Approved

13220 Central Avenue
Street Address

5,600 Acre-feet _____ Acre-feet
Amount Requested Amount Approved

Chino CA 91710
City State Zip Code

Telephone: 909-927-7577

Facsimile: 909-591-6829


Applicant (Dave Crosley, Environmental & Water Manager)

TRANSFER TO:

City of Ontario
Name of Party

Attach Recapture Form 4

1425 S. Bon View
Street Address

Ontario CA 91761
City State Zip Code

Telephone: 909-395-2681

Facsimile: 909-395-2601

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?

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 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?

ADDITIONAL INFORMATION ATTACHED

Yes [] No []

Applicant

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>City Of Ontario</u>			<u>February 23, 2004</u>	_____
Name of Party			Date Requested	Date Approved
<u>1425 S. Bon View Avenue</u>			<u>5,600</u> Acre-feet	_____ Acre-feet
Street Address			Amount Requested	Amount Approved
<u>Ontario</u>	<u>CA</u>	<u>91761</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>909-395-2600</u>			Facsimile: <u>909-395-2601</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: _____

PURPOSE OF RECAPTURE

- Pump when other sources of supply are curtailed
- 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

Management zones 1, 2 and 3

N/A

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

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 Ontario will be accomplished by pumping 21 wells. Static level varies from 272 feet to 524 feet. Of the wells routinely pumped, nitrate levels vary form less than 5 to 40 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 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?

ADDITIONAL INFORMATION ATTACHED

Yes [X] No []


Mohamed El-Amamy, Utilities Director

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 # _____

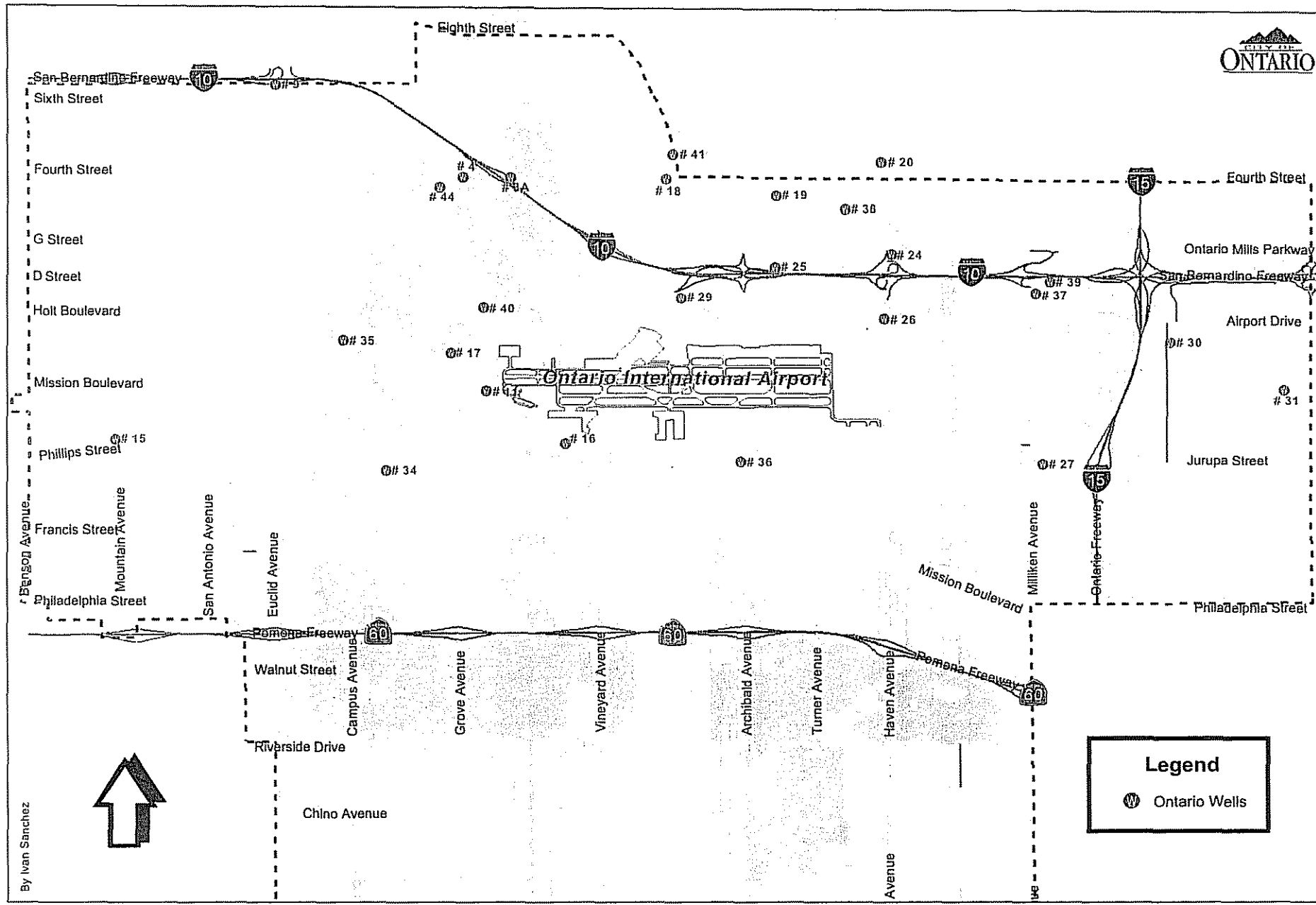
CITY OF ONTARIO Recapture Plan

The subject water is a transfer of stored groundwater from the City of Chino located within Management Zones 1 and 2 to the City of Ontario located within Management Zones 1, 2 and 3 in the amount of 5,600 acre-feet to satisfy a portion of the City's replenishment obligation for FY 2002-2003. Recapture of the stored water is accomplished by the production of any or all of the 23 wells owned and operated by the City with Management Zones 1, 2 or 3 of the Chino Groundwater Basin. The approximate daily production capacity of these wells is as follows.

Well No.	Capacity acre-feet/day
3	4.9
4	6.4
9	7.8
11	5.7
15	7.8
16	3.2
17	7.2
18	5.3
19	2.5
20	3.4
24	8.4
25	6.2
26	5.7
27	4.9
29	11.2
30	14.1
31	13.1
33	13.0
35	8.6
36	8.3
37	13.4
38	11.4
39	8.6

181.3

A map showing the locations of these wells is attached. The rate of extraction can vary significantly, depending upon system demand and seasonal changes.



Legend

W Ontario Wells



By Ivan Sanchez

EUNICE M. ULLOA
Mayor

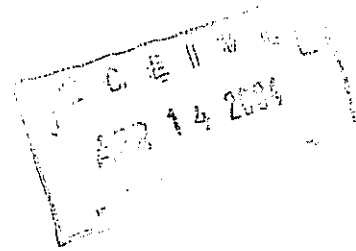
TOM HAUGHEY
Mayor Pro Tem



GLENN DUNCAN
EARL C. ELROD
DENNIS YATES
Council Members

GLEN ROJAS
City Manager

CITY of CHINO



April 7, 2004

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

Subject: Lease of Water Production in Chino Basin

Dear Mr. Rossi:

This letter is to notify Watermaster of the one-year lease of 5,600 acre-feet of water from the City of Chino's annual production rights to the City of Ontario. This lease is made first from Chino's net underproduction in Fiscal Year 2003-2004, with any remainder to be recaptured from storage.

A copy of Watermaster Form No. 3 is enclosed for reference. Executed original Watermaster forms and all supporting documentation shall be provided under separate cover. Please advise me as to when this transaction will be scheduled for Watermaster committee review/action.

Should you have any questions regarding this matter, please contact me at (909) 591-9823.

Sincerely,

David G. Crosley, P. E.
Water & Environmental Manager

DGC:dz
Enclosure



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

TRANSFER FROM LOCAL STORAGE AGREEMENT # _____

City of Chino
Name of Party

2/18/2004
Date Requested Date Approved

13220 Central Avenue
Street Address

5,600 Acre-feet _____ Acre-feet
Amount Requested Amount Approved

Chino CA 91710
City State Zip Code

Telephone: 909-927-7577

Facsimile: 909-591-6829

Applicant (Glen Rojas, City Manager)

TRANSFER TO:

City of Ontario
Name of Party

Attach Recapture Form 4

1425 S. Bon View
Street Address

Ontario CA 91761
City State Zip Code

Telephone: 909-395-2681

Facsimile: 909-395-2601

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?

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 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?

CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

May 20, 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: **May 14, 2004**

Date of this notice: **May 20, 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 Cucamonga Valley Water District water in storage in the amount of 2,500 acre-feet.

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

Appropriative Pool: June 10, 2004

Non-Agricultural Pool: June 10, 2004

Agricultural Pool: June 15, 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: May 20, 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: May 20, 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 Cucamonga Valley Water District water in storage in the amount of 2,500 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 Cucamonga Valley Water District water in storage in the amount of 2,500 acre-feet.

Notice of the water transaction identified above was mailed on May 20, 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.

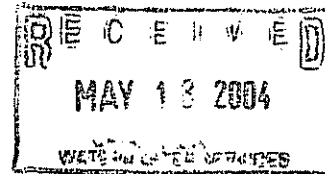
C. V. 11/2/04

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

3440 NUEVO AVENUE P.O. BOX 967, FONTANA, CALIFORNIA 92334 • (909) 822-2201

May 14, 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 Cucamonga Valley Water District water in storage in the amount of 2,500 acre-feet to satisfy a portion of the Company's anticipated Chino Basin replenishment obligation for Fiscal Year 2003/2004. This is in addition to the previously applied for transfer of 2,500 acre-feet from Cucamonga Valley Water District to the Company which was submitted to Watermaster on April 8, 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

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

TRANSFER FROM LOCAL STORAGE AGREEMENT # _____

<u>Cucamonga Valley Water District</u> Name of Party	<u>May 5, 2004</u> Date Requested	<u> </u> Date Approved
<u>10440 Ashford Street</u> Street Address	<u>2,500</u> Acre-feet Amount Requested	<u> </u> Acre-feet Amount Approved
<u>Rancho Cucamonga</u> City	<u>CA</u> State	<u>91729</u> Zip Code
<u> </u> Telephone: <u>(909) 987-2591</u>	<u> </u> Facsimile: <u>(909) 476-8032</u>	
<u> </u> Robert A. DeLoach, General Manager Cucamonga Valley Water District		

TRANSFER TO:

<u>Fontana Water Company</u> Name of Party	Attach Recapture Form 4
<u>8440 Nuevo Avenue</u> Street Address	
<u>Fontana</u> City	<u>CA</u> State
<u> </u> Telephone: <u>(909) 822-2201</u>	<u>92334</u> Zip Code
<u> </u> Facsimile: <u>(909) 823-5046</u>	

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 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

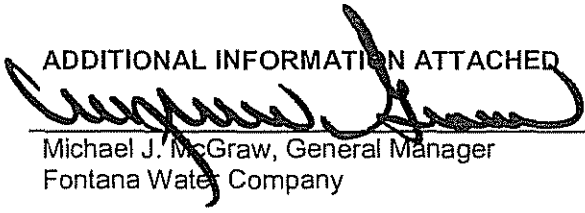
Is the Applicant aware of any Material Physical Injury to a party to the judgment or the Basin that
may be caused by the action covered by the application? Yes [] No [X]

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>May 5, 2004</u>	_____
Name of Party			Date Requested	Date Approved
<u>8440 Nuevo Avenue</u>			<u>2,500</u> Acre-feet	_____ Acre-feet
Street Address			Amount Requested	Amount Approved
<u>Fontana</u>	<u>CA</u>	<u>92335</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: Cucamonga Valley Water District

PURPOSE OF RECAPTURE

- Pump when other sources of supply are curtailed
- 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

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 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?

ADDITIONAL INFORMATION ATTACHED

Yes [] No [X]


Applicant

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

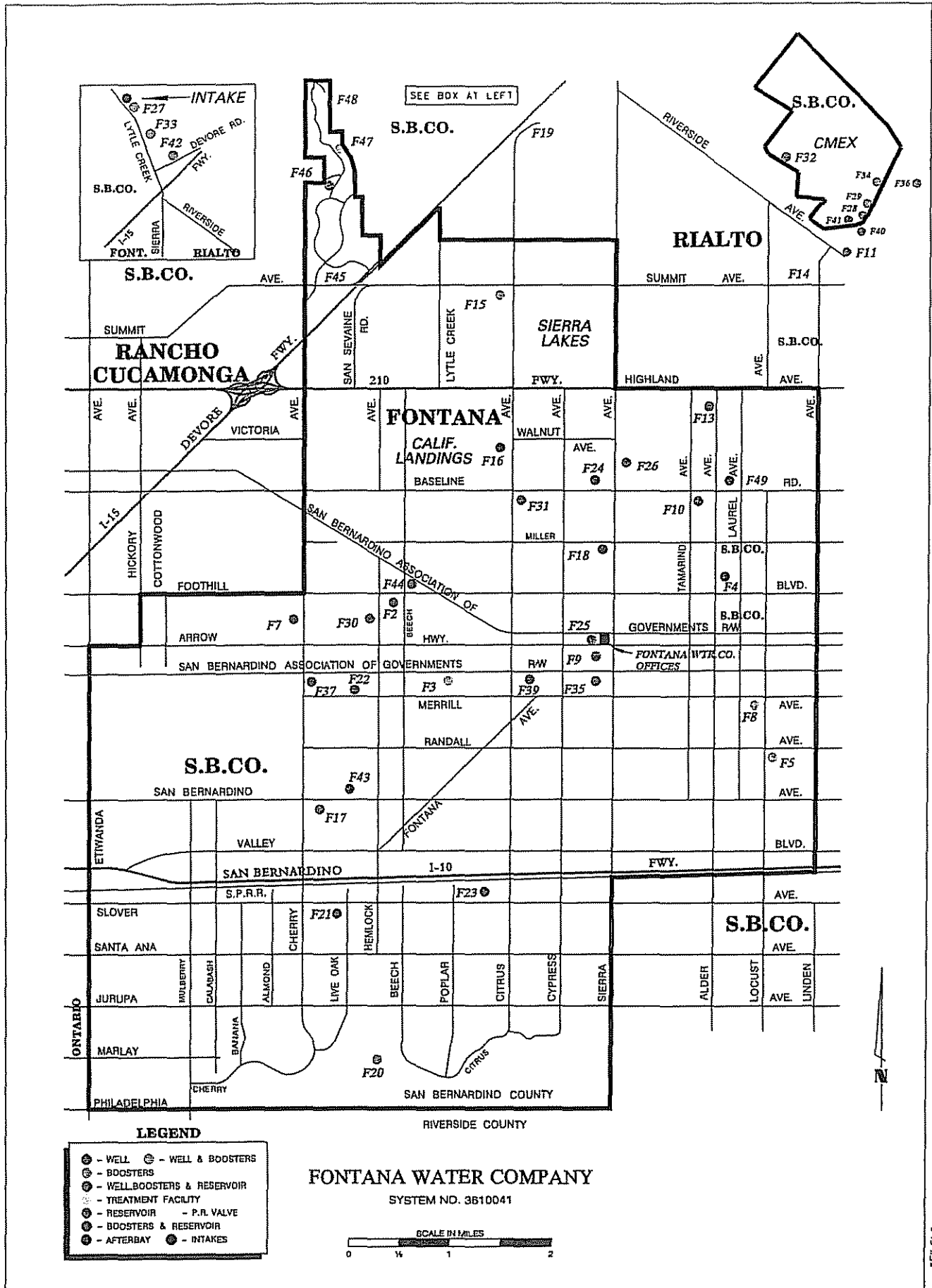
DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

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 Cucamonga Valley Water District to Fontana Water Company (FWC) of 2,500 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

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

May 21, 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: April 20, 2004

Date of this notice: May 21, 2004

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

- A. Notice of Sale or Transfer – The City of Ontario has agreed to purchase from Jurupa Community Services District water in storage in the amount of 3,000 acre-feet.

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

Appropriative Pool: June 10, 2004

Non-Agricultural Pool: June 10, 2004

Agricultural Pool: June 15, 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: May 21, 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: May 21, 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– The City of Ontario has agreed to purchase from Jurupa Community Services District water in storage in the amount of 3,000 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– The City of Ontario has agreed to purchase from Jurupa Community Services District water in storage in the amount of 3,000 acre-feet.

Notice of the water transaction identified above was mailed on May 21, 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.



PUBLIC WORKS AGENCY

ONTARIO MUNICIPAL SERVICES CENTER

GARY C. OVITT
MAYOR

PAUL S. LEON
MAYOR PRO TEM

ALAN D. WAPNER
GERALD A. DuBOIS
DEBORAH S. ACKER
COUNCIL MEMBERS

GREGORY C. DEVEREAUX
CITY MANAGER

KENNETH L. JESKE
PUBLIC WORKS & COMMUNITY
SERVICES DIRECTOR

MARY WIRTES, MMC
CITY CLERK

JAMES R. MILHISER
TREASURER

April 20, 2004

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

Subject: PURCHASE OF WATER IN STORAGE
CHINO BASIN - FY 2003-2004

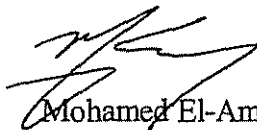
Dear Ms. Stewart:

Please take notice that the City of Ontario (Ontario) has agreed to purchase from Jurupa Community Services District (JCSD) a portion of JCSD's water in storage in the amount of 3,000 acre feet to satisfy a portion of the Ontario's anticipated Chino Basin replenishment obligation for FY 2003-2004.

Enclosed is executed application for sale or transfer of right to produce water from storage and a recapture plan 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 395-2681. Thank you.

Sincerely,


Mohamed El-Amamy
Utilities Director

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

TRANSFER FROM LOCAL STORAGE AGREEMENT # _____

Jurupa Community Services District

Name of Party

4/12/2004
Date Requested

Date Approved

11201 Harrel Street
Street Address

3,000 Acre-feet
Amount Requested

Amount Approved

Mira Loma CA 91752
City State Zip Code

Telephone: 909-685-7434

Facsimile: 909-685-1153

Carole McGreevy
Applicant (Carole McGreevy, General Manager)

TRANSFER TO:

City of Ontario
Name of Party

Attach Recapture Form 4

1425 S. Bon View
Street Address

Ontario CA 91761
City State Zip Code

Telephone: 909-395-2681

Facsimile: 909-395-2601

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?

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 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?

ADDITIONAL INFORMATION ATTACHED

Yes [] No []

Applicant

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 potential 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?

ADDITIONAL INFORMATION ATTACHED Yes [X] No []



Mohamed El-Arnaby, Utilities Director

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 # _____

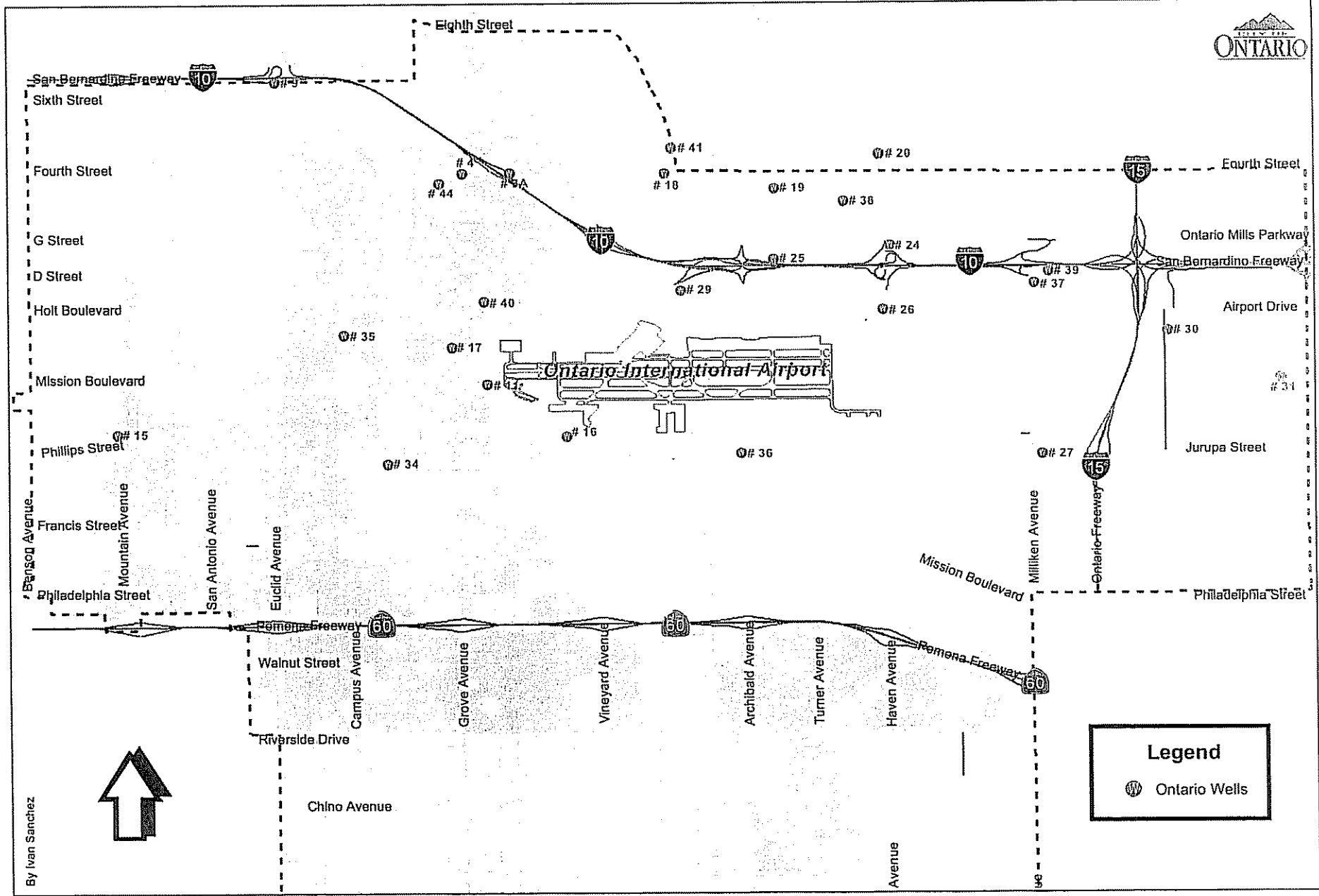
CITY OF ONTARIO Recapture Plan

The subject water is a transfer of stored groundwater from Jurupa Community Services District (JCSD) located within Management Zones 3 and 4 to the City of Ontario located within Management Zones 1, 2 and 3 in the amount of 3,000 acre-feet to satisfy a portion of the City's replenishment obligation for FY 2002-2003. Recapture of the stored water is accomplished by the production of any or all of the 23 wells owned and operated by the City with Management Zones 1, 2 or 3 of the Chino Groundwater Basin. The approximate daily production capacity of these wells is as follows.

Well No.	Capacity acre-feet/day
3	4.9
4	6.4
9	7.8
11	5.7
15	7.8
16	3.2
17	7.2
18	5.3
19	2.5
20	3.4
24	8.4
25	6.2
26	5.7
27	4.9
29	11.2
30	14.1
31	13.1
33	13.0
35	8.6
36	8.3
37	13.4
38	11.4
39	8.6

181.3

A map showing the locations of these wells is attached. The rate of extraction can vary significantly, depending upon system demand and seasonal changes.



By Ivan Sanchez

CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

May 21, 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: May 12, 2004

Date of this notice: May 21, 2004

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

- A. Notice of Transfer of Annual Production Right – Jurupa Community Services District has agreed to lease 1,000 acre-feet of water from Santa Ana River Water Company production rights.

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

Appropriative Pool:	June 10, 2004
Non-Agricultural Pool:	June 10, 2004
Agricultural Pool:	June 15, 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

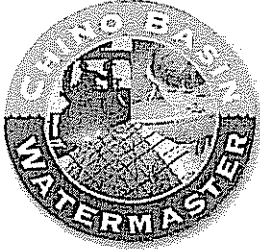
CHINO BASIN WATERMASTER

NOTICE OF TRANSFER OF WATER

Notification Dated: May 21, 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: May 21, 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 Transfer of Annual Production Right or Safe Yield – Jurupa Community Services District has agreed to lease 1,000 acre-feet of water from the Santa Ana River Water Company production rights.

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.

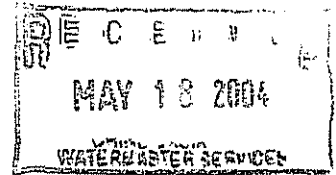
- Notice of Transfer of Annual Production Right or Safe Yield – Jurupa Community Services District has agreed to lease 1,000 acre-feet of water from the Santa Ana River Water Company production rights.

Notice of the water transaction identified above was mailed on May 21, 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.

Paul E. Hamrick, Director
James C. Huber, Director
Curtis W. Hummel, Director
Kenneth J. McLaughlin, Director
Jack E. Smith, Director



May 12, 2004

Mr. John Rossi
Chief of Watermaster Services
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

RE: LEASE OF WATER RIGHTS – SANTA ANA RIVER WATER COMPANY
TO JURUPA COMMUNITY SERVICES DISTRICT – FY 2003-2004

Dear Ms. Stewart:

This letter is to notify Watermaster of the lease of 1000 acre-feet of water from Santa Ana River Water Company (SARWC) production rights to the Jurupa Community Services District at the price of \$198.05 net per acre-foot with the 15% due to SARWC. (\$233.00 – \$34.95= \$198.05).

This transaction is to offset a portion of the Districts anticipated replenishment obligation for FY 2003-2004. The recapture plan is attached. Please agendize this transaction at your earliest possible convenience.

Enclosed is a fully executed Application to Assign, transfer or Lease Water Rights and the District's recapture plan for consideration by Watermaster.

Sincerely,

A handwritten signature in cursive script that reads "Ken Waring".

Ken Waring
Finance Manager

Copy: J. Arnold Rodriguez, SARWC

7020.admin.ltr.wmaster.pchseprice.sarwc/cr

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APPLICATION
TO
TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

Fiscal Year 2003 - 2004

Commencing on July 1, 2003 and terminating on June 30, 2004, SARWC ("Transferor") hereby transfers to JCSD("Transferee") the quantity of 1,000 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 164327).

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 produced 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) (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) (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 accompanied 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?

These wells do not exceed the MCL for nitrates and are used to blend with other wells within the Districts service area that do exceed the MCL for nitrates . All five wells are perforated to a depth of between 300 – 400 feet

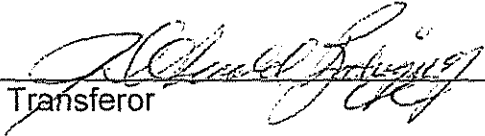
MATERIAL PHYSICAL INJURY

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 application?
Yes [] No X

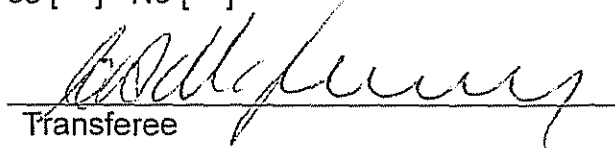
If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

**ADDITIONAL INFORMATION
ATTACHED**

Yes [] No []



Transferor



Transferee

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 # _____

JURUPA COMMUNITY SERVICES DISTRICT

RECAPTURE PLAN

The subject water is a lease of 1000 acre-feet of water rights from the Santa Ana River Water Company to the Jurupa Community Services District. Santa Ana River Water Company is located within Management Zone 4 and 5 and the Jurupa Community Services District is located within Management Zones 3, 4 and 5 of the Chino Groundwater Basin. Production of the water will be accomplished as follows:

JCSD WELL #	15	19	20
March	25af	25af	50af
April	100af	100af	100af
May	100af	100af	100af
June	100af	100af	100af

The attached map shows the location of these wells within the District's Service area. These wells do not exceed the MCL for nitrates and are perforated to a depth of between 300 – 400 feet.

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CHINO BASIN WATERMASTER

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

II. BUSINESS ITEMS

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



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: June 10, 2004
June 17, 2004
June 24, 2004

TO: Committee Members
Watermaster Board Members

SUBJECT: Agreement for Cooperative Efforts, Common Monitoring

SUMMARY

Issue – Watermaster and IEUA have commitments to perform ground and surface water monitoring programs to support various programs that each is implementing and some programs that are being jointly implemented. The proposed Agreement between the Chino Basin Watermaster and IEUA is intended to reduce the aggregate monitoring requirements and cost by sharing of monitoring efforts and data and by equitably sharing the cost of these programs.

Recommendation – Staff recommends: 1. Approve the cooperative agreement with Inland Empire Utilities Agency for Cooperative Efforts, Common Monitoring Programs; and 2. Authorize the Chairman of the Board to execute the agreement.

Fiscal Impact – The 2004/2005 Budget Incorporates the Cooperative Efforts, Common Monitoring Required By the Agreement

BACKGROUND

Implementation of the project elements of the OBMP requires that hydraulic control be maintained in the southerly portion of the Chino Groundwater Basin. Hydraulic control is achieved if groundwater levels are kept at a low level, by desalter and agricultural pumping, to minimize groundwater flow into the Prado Basin. Maintaining hydraulic control enables the use of the Chino Basin for conjunctive use and allows IEUA to recharge recycled water.

Watermaster and IEUA jointly proposed to the Regional Water Quality Control Board to substantially increase the TDS and nitrogen objectives in the northern part of the Chino Basin to encourage the maximum beneficial use of imported and recycled water. This request was granted and was included in the Basin Plan update which is currently slated for adoption by the State Water Resources Control Board later this year. One of the

conditions included in this proposal was that Watermaster and IEUA would implement the OBMP and achieve hydraulic control.

IEUA entered into an agreement with Orange County Water District in October 2002, for mitigation measures associated with IEUA's planned recycled water program, which includes recycled water recharge. A significant mitigation measure is monitoring to assure hydraulic control is maintained.

DISCUSSION

Staff has developed a hydraulic control monitoring program consisting of nine hydraulic control monitoring wells. The cost of the installation of the nine wells is estimated at \$1,200,000. IEUA has obtained funding from the Bureau of Reclamation (\$400,000) and the Department of Water Resources (\$250,000). The balance of the cost will be funded equally by IEUA and CBWM.

The attached agreement also include cooperative monitoring efforts to estimate the water quality of recharge in the basin and to comply with expected monitoring requirements for the recharge of recycled water.

It is anticipated that Watermaster staff will complete most of the fieldwork and that IEUA will do most of the analytical work at their laboratory.

The attached agreement describes the cooperative monitoring program including the hydraulic control monitoring program and the construction of the wells. The agreement includes an Annual Monitoring Program (AMP) that will be annually developed by the staffs of Watermaster and IEUA and approved by the Watermaster and IEUA Board prior to implementation. The first AMP associated with the cooperative agreement is attached to the agreement and covers the 15-month period from April 1, 2004 through June 30, 2005. Subsequent AMPs will run from July 1 through June 30.

The cost to construct the monitoring wells will be about \$1.5 million. IEUA has obtained funding from the Bureau of Reclamation (\$400,000) and the Department of Water Resources (\$250,000). The balance of the cost will be funded equally by IEUA and CBWM – about \$425,000 each.

The cost of monitoring for the first AMP is shown on Table 1 of the AMP and is summarized below:

Monitoring Program Element	Watermaster Share	IEUA Share
Groundwater Quality Monitoring	\$42,000	\$42,000
Hydraulic Control Monitoring	\$100,000	\$100,000
Recharge Basin Water Quality Monitoring	\$144,000	\$247,000
Total	\$286,000	\$389,000

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



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 a 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.



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,



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: _____



**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)													
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
Sub-Total						57	57	\$625	\$17,005	\$66,710		\$41,857	\$41,857
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 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
Sub-Total					11	34	502	\$795	\$133,030	\$66,710		\$99,870	\$99,870
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
	Groundwater Monitoring (per 4/14/04 Findings of Fact/Conditions, Table 3 herein)	25%	75%				78	\$482	\$37,596	\$32,475		\$17,518	\$52,553
	Lysimeter Monitoring (per 4/14/04 Findings of Fact/Conditions, Table 3 herein)	25%	75%				1351.35	\$57	\$77,027	\$58,905		\$33,983	\$101,949
Sub-Total					22	0	1988.35	\$794	\$257,168	\$134,680		\$144,423	\$247,425
Totals					33	91	2547.35		\$407,203			\$286,150	\$389,152

1 -- Maximum theoretical number for the Recharge Basin Water Quality Monitoring Program

2 -- Includes piezometric monitoring

Table 3
Phase 1 Recycled Water Groundwater Recharge Project
Fiscal Year 2005 (July 1, 2004 to June 30, 2005)

Task/Activity/Description	Notes	Principal	Depending	Senior	Associate	Field Tech/ Clerk	Reception	Reception	Total Labor Person Days	Cost	Materials and Equipment	Subcontract	Laboratory	Reproduction	Misc	Total DDC	Total for Subtask	Total for Task
Task 6 Conduct 1) Water Metering																		
6.1) Visual Metering	a, 1		0.25			5	52	213	\$119,650	\$14,000			\$23,300			\$24,000	\$24,000	\$47,600
3 and 7 new basins (72) (metering)	a						26	26	\$70,720								\$70,720	\$70,720
Metering two basins to test metering	a		0.5			20	20	13	\$1,000								\$1,000	\$1,000
Metering 20 basins	a						26	13	\$11,000								\$11,000	\$11,000
6.2) Conduct 2) Metering	b, a						1	1										
Load data into relational database	b																	
Transfer data to DOHS in their EDD format	b																	
6.3) Conduct 3) Metering	a		0.125		0.5		52	22.5	\$22,620								\$22,620	\$22,620
Estimate total nitrogen and 100 in recycled water and	a																	
Write final report	a, b																	
6.4) Conduct 4) Metering	a																	
6.5) Conduct 5) Metering	a																	
6.6) Conduct 6) Metering	a																	
6.7) Conduct 7) Metering	a																	
6.8) Conduct 8) Metering	a																	
6.9) Conduct 9) Metering	a																	
6.10) Conduct 10) Metering	a																	
6.11) Conduct 11) Metering	a																	
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**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.



CHINO BASIN WATERMASTER

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

II. BUSINESS ITEMS

- B. CONSIDER DRAFT
RECHARGE OPERATING
PLAN**

Annual Operating Plan

Agency Name Inland Empire Utilities Agency

CHINO BASIN WATERMASTER

Annual Operating Plan

Acre-Feet	<i>ACTUAL</i>											<i>ESTIMATED</i>	
Fiscal Year 03-04	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
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	-	-	-	-	-	-	1,211
CB-14T	-	-	-	707	342	245	-	-	281	360	526	450	2,910
CB-59	-	-	-	244	1,000	904	497	363	-	446	-	750	4,203
	-	-	-	1,611	1,617	1,425	497	363	281	805	526	1,200	8,324
In-Lieu													
Service Connections													
CB-12	-	-	-	-	-	-	-	-	-	-	-	-	-
CB-16	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
Cyclic Account												14,975	14,975
Subtotal Replenishment	-	-	-	1,611	1,617	1,425	497	363	281	805	526	16,175	23,299
Total All Deliveries	483	850	1,857	2,736	3,682	3,219	618	1,373	1,281	1,805	2,105	17,754	37,762

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CHINO BASIN WATERMASTER

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

II. BUSINESS ITEMS

- C. REQUEST ADDITIONAL DATA
CONCERNING VOC PLUME
FROM CHINO AIRPORT



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: June 17, 2004

TO: Agricultural Pool Committee Members

SUBJECT: Private Well Water Quality Data Release – Additional wells for the Chino Airport VOC Plume

SUMMARY

Issue - Tetra Tech, Inc. has requested data, including water quality, for additional wells while working on the VOC Plume at the Chino Airport.

Recommendation – Staff seeks direction from the Agricultural Pool in order to release certain data to Tetra Tech, Inc.

Fiscal Impact – Staff does not anticipate any fiscal impact at this time.

BACKGROUND

In October 2003, Tetra Tech, Inc. produced their "Draft Groundwater Assessment Report for the Chino Airport," which summarized their analytical results from the first quarterly groundwater monitoring of the Volatile Organic Compound (VOC) plume immediately southwest of the airport property. In the report, Tetra Tech, Inc. 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 interpreting the data. At a meeting with Tetra Tech, Inc. and the San Bernardino County Department of Airports in January 2004, the Watermaster agreed to work on providing historical water level data, historical groundwater flow data, and groundwater quality data to the extent their release would not violate current policy.

In subsequent Agricultural Pool and Water Quality Committee meetings, the Watermaster has developed a sanitized version of the water quality data that will protect the confidentiality of the private well owners, while at the same time, making this data useful to investigators such as Tetra Tech, Inc.

Private Well Water Quality Data Release – Additional wells for the Chino Airport VOC Plume

In the sanitized version of the water quality data, the well identification numbers are replaced with a sequential listing (1,2,3,etc.) that in turn, are 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 are associated with their respective well construction data, water quality data, and water elevation data. Before releasing any of the private well data, Staff first sends out via certified mail letters to the well owners requesting their consent to release the data. A pre-addressed, pre-stamped postcard is included for those who do not wish to consent.

An initial set of sanitized data was provided to Tetra Tech, Inc. in April 2004, for 119 publicly-owned and privately-owned wells located mostly south and west of the Chino Airport. Tetra Tech, Inc. is now requesting the same type of data for additional wells located north and east of the Chino Airport.

RECOMMENDATION

Staff recommends that the Committee authorize Watermaster to send letters requesting consent to the well owners via certified mail. Staff requests to include Chair Nathan DeBoom as a co-signatory on the letters requesting consent. Once consent is granted, Staff will then forward the sanitized data to Tetra Tech, Inc.



CHINO BASIN WATERMASTER

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

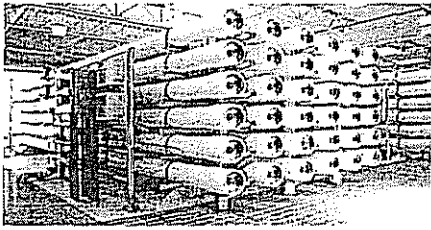
June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

III. REPORTS/UPDATES

B. CEO/STAFF REPORT

1. Update Regarding Draft Chino I
and Chino II Desalter Projects
Groundwater Monitoring and
Mitigation Plan



Chino Basin Desalter Authority

CHINO I & II
APR 28 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**

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1.2 Purpose and Scope.....	2
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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.

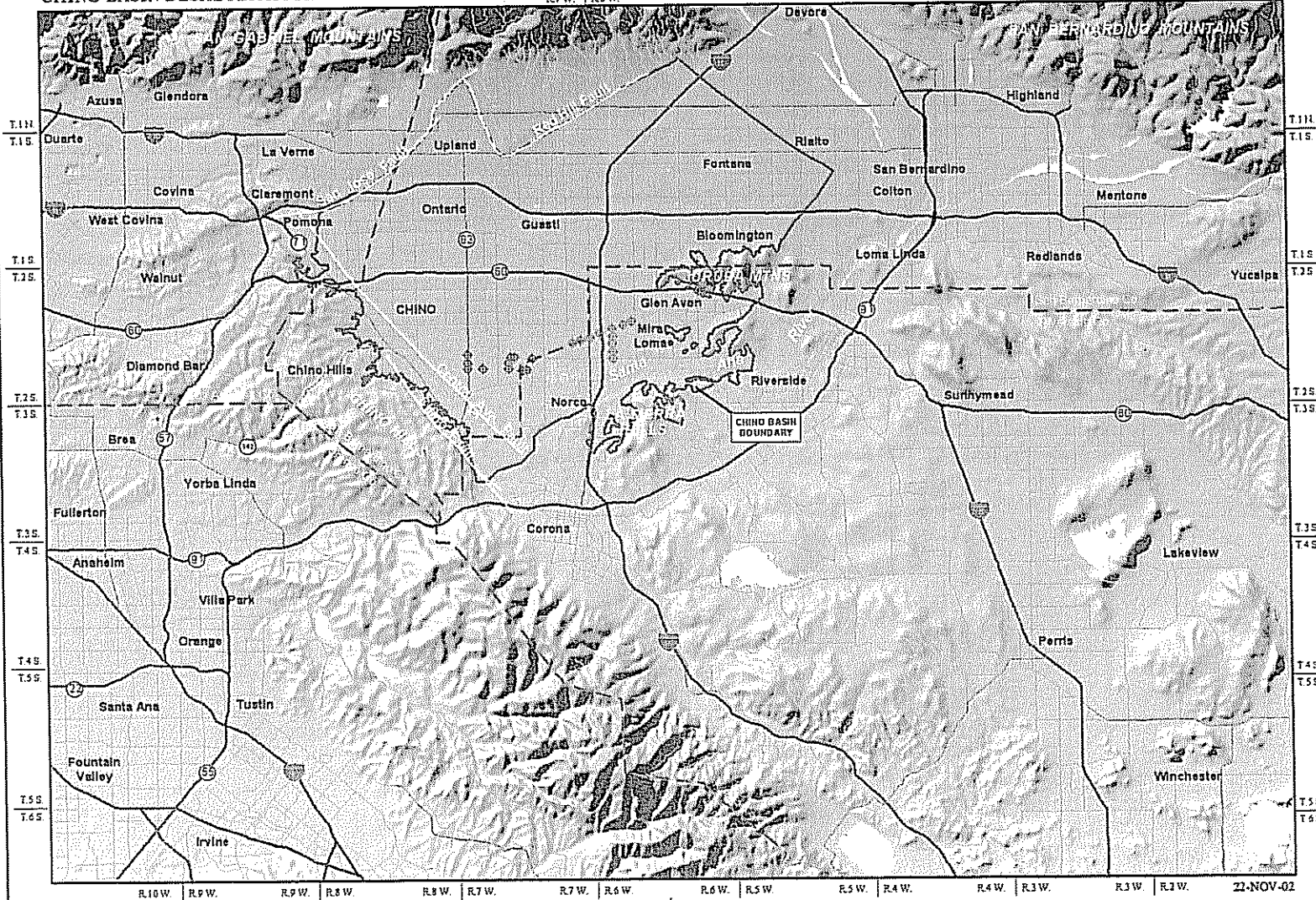
GEOSCIENCE Support Services, Inc., 2001. *Geohydrologic Analysis and Ground Water Flow Model of Proposed Chino Desalter System Projects Area*. August 31, 2001. Prepared for Santa Ana Watershed Project Authority/RBF Consulting.

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



GENERAL PROJECT
LOCATION

EXPLANATION

- ⊙ Chino I Production Wells
- ⊗ Chino II Scenario 3 Production Wells
- Chino I Expansion Wells
- ▭ Chino Basin Boundary
- ▬ Faults Within the Chino Basin (Chino Basin Watermaster, 1999)
- - - County Boundary
- Road Classifications**
- ▬ Freeway
- ▬ State Highway
- ▬ Street
- ▬ Body of Water
- ▬ Creek or River

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21-NOV-02

Prepared by: DWB

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Figure 1

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



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CHINO BASIN DESALTER AUTHORITY

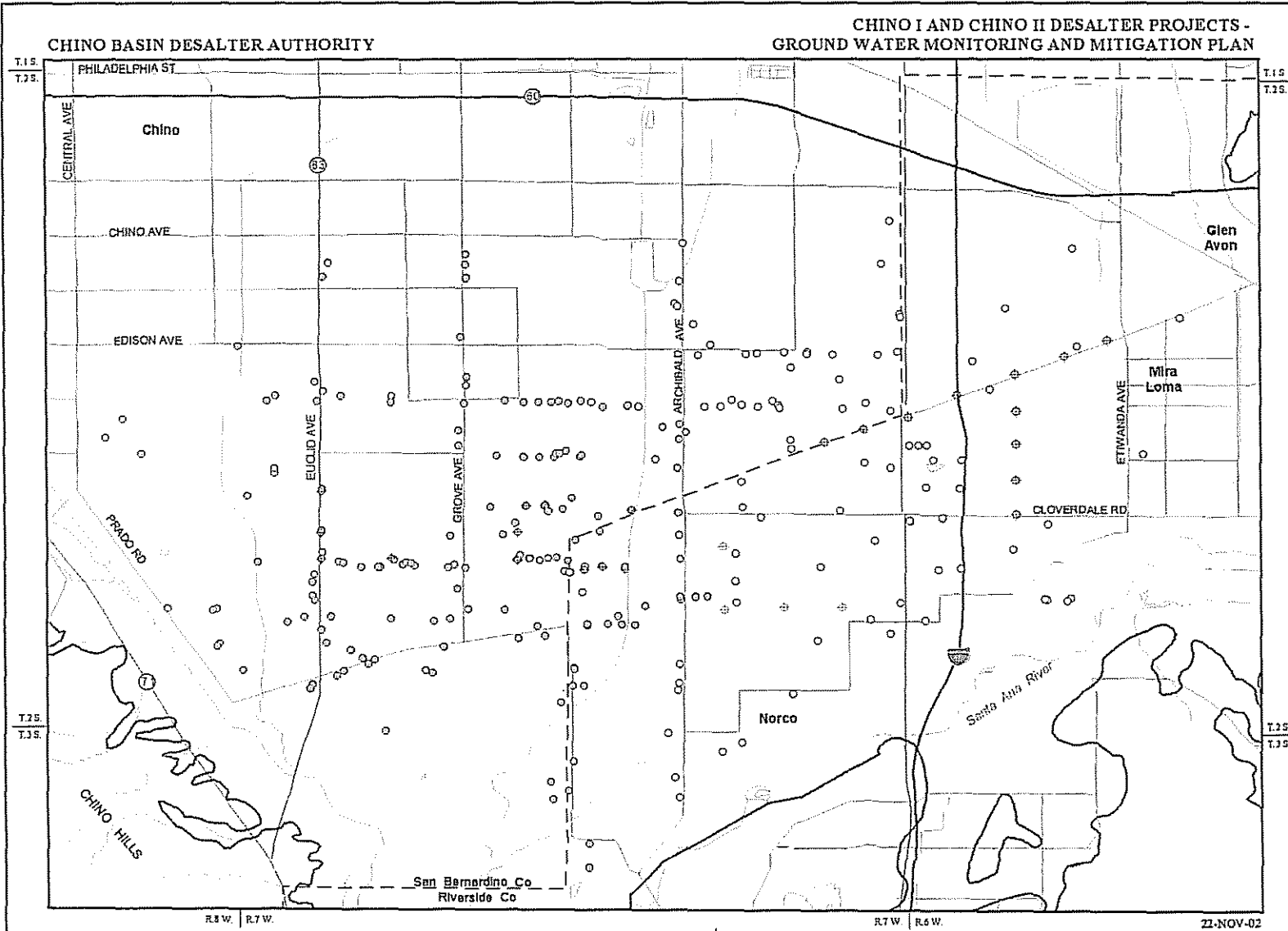
CHINO I AND CHINO II DESALTER PROJECTS - GROUND WATER MONITORING AND MITIGATION PLAN

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



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Figure 2

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

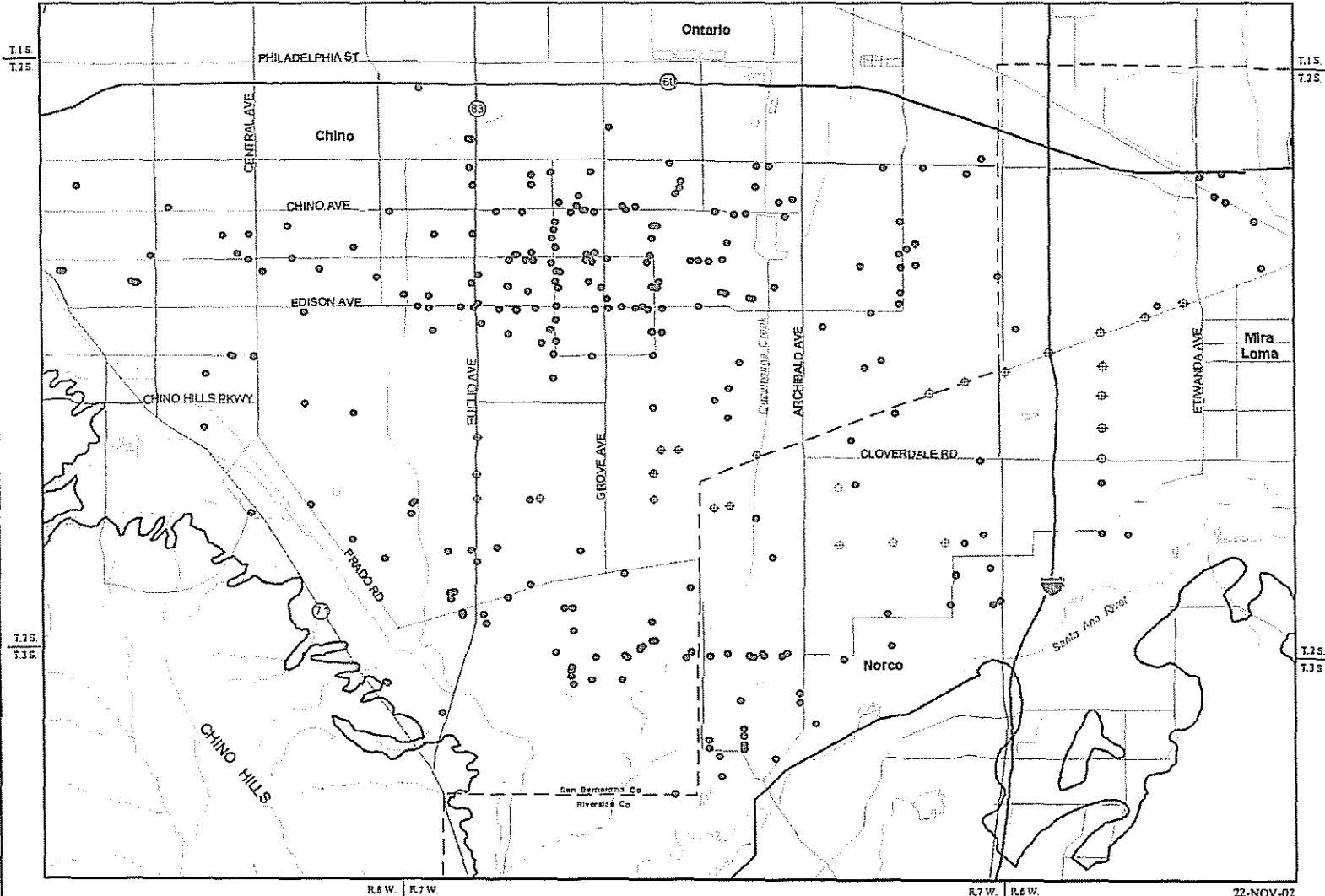
Source of Well Data: Wildermuth Environmental, Inc. (2000)



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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Figure 3

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

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



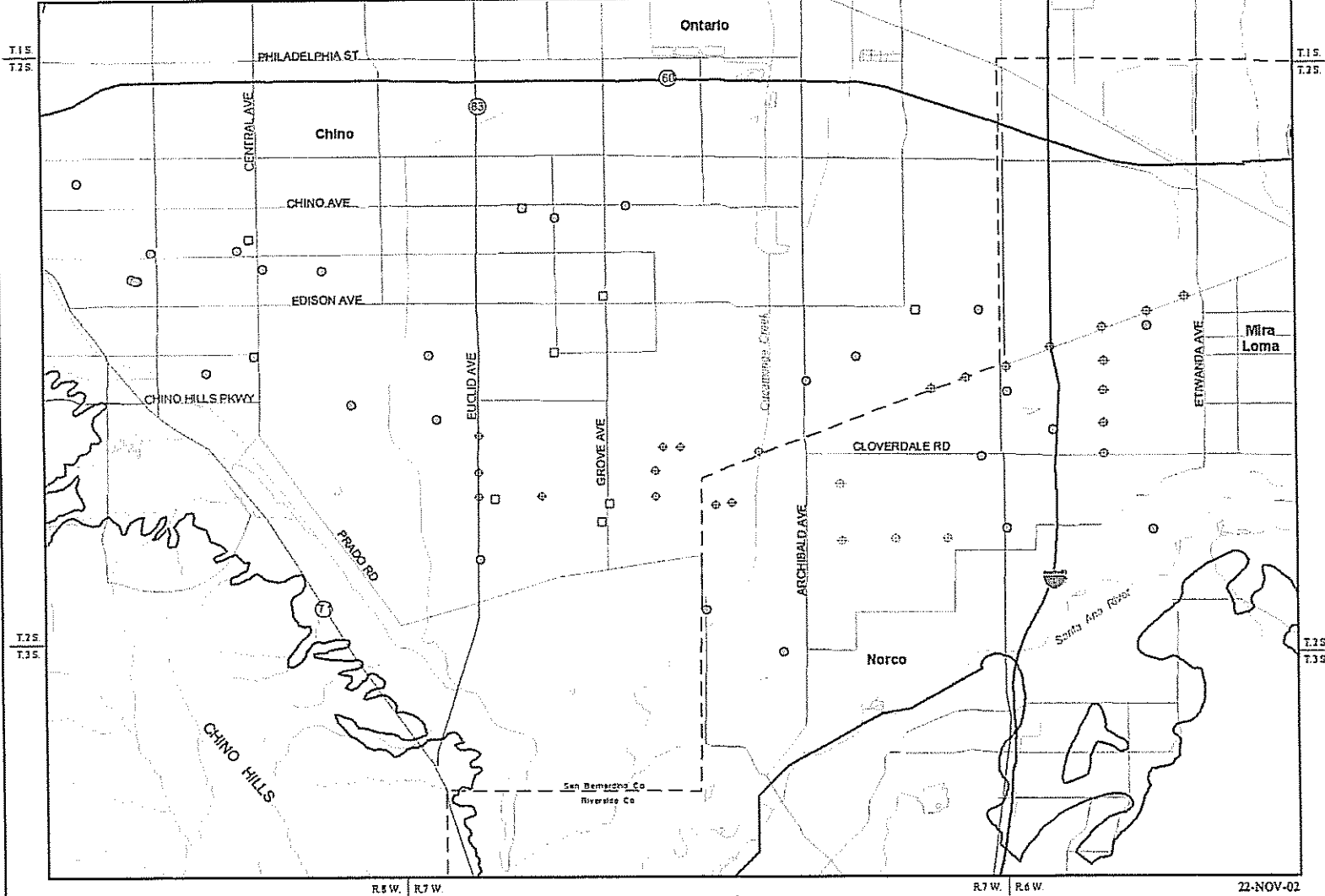
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CHINO BASIN
DESALTER AUTHORITY

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

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

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

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



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	UTM Y					
											[ft bgs]	[inches]	[ft bgs]	[inches]					
1203715		OWNER UNKNOWN	AGIO-LOCKHEED										442656.521	3759056.249					
1206549		OWNER UNKNOWN											443870.952	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	02S07W08H	VAN RYN DAIRY	IRR										444315.361	3758370.258		617	354	16	
1202379	02S07W15P	Lam, Keli	DOM-1500 CALVES										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										439337.751	3761125.357		656	452	-436	
1202535	02S07W18Q	ASTOR & PHILLIPS	6										439922.798	3761527.945		668	433	-444	
1206508	02S07W197	Myers, 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		631	454	-429	1, 2
1003878	02S07W19L01	OWNER UNKNOWN	73000-1	1958			250	14		5	202	232	439338.992	3759962.899	629	619	326	-230	1
1202546	02S07W19L02	OWNER UNKNOWN	73000-2	1958			430	14		4	358	420	439341.085	3760117.652	928	624	350	-366	1, 2
1003879	02S07W19M01	STATE OF CALIFORNIA, CIM	74280-13				505			1	133	505	439017.760	3759620.770		609	321	-303	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										441888.034	3759031.581		618	379	-186	
1202568	02S07W21	DYT, JOHANNA TRUST	DOM										443410.548	3760209.633		661	387	-163	
1202569	02S07W21	DYT, JOHANNA TRUST	STANDBY										445437.611	3760261.308		660	387	-165	
1202576	02S07W21B	LEE, HENRIETTA	DOM										443184.919	3761024.455		658	389	-206	
1202577	02S07W21B	VAN VLIET, NICK	DAIRY/NORTH-650										442965.236	3760224.153		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	-234	
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-										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										443197.705	3760210.883		663	388	-159	
1202590	02S07W21J	SO CAL AGRICULTURAL LAND FND.	95060-IRR										443404.022	3760239.861		658	387	-188	
1003897	02S07W21L04	WIERSEMA, HARRY	91920-DRY										442570.566	3760227.105	655	656	391	-264	1, 2
1202598	02S07W22	VAN DEN BERG, MARVIN	81640-DOM							1	158	518	444633.455	3760965.008		675	402	-33	
1202601	02S07W22B	FIEN, BILL											444475.224	3760965.887		675	401	-52	
1202602	02S07W22B	FIEN, BILL	DOM										444481.359	3760978.854		675	401	-52	
1202611	02S07W22D	ALEWYN, JAKE	CARPENTER										443970.000	3760952.000		678	399	-169	
1202617	02S07W22F	TURNHOUT, HARRY	80880-3										444075.455	3760506.820		667	393	-82	
1202618	02S07W22F	TURNHOUT, HARRY	DAIRY-DOM										444087.443	3760534.790		667	393	-82	
1202622	02S07W22H	ANGELAN GENDIAS TRUST	DOMESTIC										445176.000	3760545.000		665	394	34	
1202624	02S07W22H	TEE VEE DAIRY	DAIRY-1300C										445222.580	3760481.508		666	397	7	
1202626	02S07W22J	GOLDEN WEST DAIRIES	DOM										445195.171	3760043.456					
1202629	02S07W22K01	GOLDEN WEST DAIRIES	NED										444872.735	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	

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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	UTMX [m]	UTMY [m]					
					[ft bpl]	[inches]	[ft bpl]	[inches]	[inches]	[ft bpl]			[ft amsl]						
1202827	02S07W50L	INDABURU, MARCELINE	40200-IRR-NORTH										439884.298	3758150.238		582	324	100	
1202832	02S07W50M	CHINO VALLEY INVESTMENT	16510-HOUSE										439319.017	3758395.883		582	318	100	
1202834	02S07W50M	J.B'S CALVES	730-40H										459084.298	3758645.508		581	313	100	
1202838	02S07W50R	APHESSETCHE, NAVIER	3760										440317.517	3757880.195		575	335	5	
1003592	02S07W51A	VISSER, HENRY	88720-IRR										439517.924	3757768.537		572	324	46	
1202842	02S07W51A	SOUZA, FRANK	75280-DOM										440148.048	3757836.445		562	293	100	
1206510	02S07W51A	Bos, John											440092.561	3757447.852		562	311	51	
1202845	02S07W51B	GOYENETCHE, ALBERT	DOM										459763.986	3757837.570		571	307	100	
1202861	02S07W51H	LIZZARAGA, FRANK	IRRIGATION										440441.940	3757354.760		563	326	-6	
1202862	02S07W51H	LIZZARAGA, FRANK	DOMESTIC										440432.218	3757353.474		563	326	-6	
1206467	02S07W51H	LIZZARAGA, FRANK	Sprinkler System										440452.476	3757350.574		563	326	-6	
1003999	02S07W51H02	GREYANUS, GERRITT	11120-IRR	1957			235	12		1	74	224	440012.395	3757649.936	566	566	312	81	1
1202869	02S07W51K	ROCHA, JOHN	DOM										440695.178	3757141.731		565	329	-58	
1202877	02S07W52B	WESTRA, H & R DAIRY	DOM-DAIRY										441632.228	3757760.217		588	360	-106	
1202882	02S07W52C	VAN VLIET, HUGO	DOMESTIC										441022.705	3757812.758		578	356	-103	
1202884	02S07W52E	BARTHELEMY, H & R DAIRY	5120-IRR										440778.546	3757205.646		566	334	-51	
1202886	02S07W52E	MARQUEZ DAIRY	DAIRY/DOMESTIC				300	8.625		1	150	290	440610.892	3757225.695		566	329	-29	1,2
1202896	02S07W52G	BARTHELEMY, H & R DAIRY											441338.531	3757378.567		571	349	-100	
1202900	02S07W52H	WESTRA, H & R DAIRY	DOM-PINE										441799.178	3757390.092		586	351	-100	
1206495	02S07W52H	Westra, Henry	Dairy/Dom										441785.539	3757397.075		586	352	-100	
1202911	02S07W53A	STUEVE BROTHERS FARMS	BARN #5										442672.330	3757943.445		604	373	-112	
1202915	02S07W53B	VANDER POEL, PETE	85840-DOM										443263.548	3757560.508		597	367	-58	
1202917	02S07W53C	ADSINGA, WILLIAM	95017-IRR										442809.720	3757549.172		596	374	-88	
1202924	02S07W53D	STUEVE BROTHERS FARMS	BARN #5										442142.267	3757948.820		592	370	-100	
1004057	02S07W53H02	STUEVE BROTHERS FARMS	BARN #1										442879.892	3757530.655		605	372	-124	
1202926	02S07W53H02	VANDER POEL, PETE	DOM BACKUP										443449.175	3757242.570		596	374	-80	
1004052	02S07W53A01	VERMEER, DICK	NO 1										445088.189	3757727.107		606	344	100	
1206481	02S07W54B	Bootsma, Ike	CALVES				124	0	8.625	1	113	123	444365.596	3757731.629	605.0011	604	344	64	1
1202956	02S07W54C	ANGELINE ROUKEMA	DOM-0.00975										444170.439	3757740.357	605.8505	602	348	-3	
1202958	02S07W54C	WESTSTEYN, PETE	DOM										445870.942	3757721.965	605.9242	601	352	-22	1
1202959	02S07W54C01W	VAN DER LINDEN DAIRY	IRRIG 1										444274.830	3757738.570		599	345	16	
1202963	02S07W54E	VAN DER LINDEN, STANLEY	2 DOM				150			1	60	150	445675.298	3757094.008		581	358	-4	1
1202964	02S07W54E	VAN DER LINDEN, STANLEY	1 IRRIG										443680.830	3757078.758		581	358	-4	
1205257	02S08W25J	LEKKERKERK, LEENDERT	48000-DOM										458503.503	3758485.824		580	297	100	
1203238	02S08W25J	LEKKERKERK, LEENDERT	48000-IRR										438727.939	3758654.010		584	304	100	
1203248	02S08W25M	BOSNYAK, MARTIN	81640-3										459623.975	3758617.822		589	332	100	
1206527	02S7W22C	Van's Dairy	Capped										444119.698	3760953.479		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 [ft bgs]	To	UTMX [m]	UTMY [m]					
1202641	02S07W22N	SO CAL. AGRICULTURAL LAND FND.	DOM									443653.536	3759595.775	649.8884	648	377	-101		
1202643	02S07W22R	DYF, ANDY	standby only									445205.524	3759381.857		641	373	-64		
1202644	02S07W22R	HMBACH RANCH INC	I									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	02S07W23E01	OMLIN, ANTON	DOM	1956			207	8	1	150	198	445525.955	3760582.885	670	667	396	41	1	
1202676	02S07W23N	HOUSSELS, J K	S									445840.529	3760175.434		664	388	95		
1202690	02S07W24D	ANGUIANO, RUBEN	2690									438977.217	3758638.942		581	308	100		
1202757	02S07W26M	MHERSMA, HARRY										445625.504	3758149.767		620	350	155		
1206475	02S07W26N	Tiffena, Harold	CAPPED									445456.975	3758148.657		619	350	122		
1202758	02S07W26N02	VERMEER, DICK	NO 3									445454.417	3758138.900		618	349	151		
1005952	02S07W27	CORONA DAIRY RANCH	47320-NEW									445226.454	3758607.417		628	360	74		
1005953	02S07W27A	L D S WELFARE RANCH										445256.544	3759122.177		636	367	75		
1202749	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	361	-72		
1202754	02S07W27D	SO CAL. AGRICULTURAL LAND FND.	DOM									443956.000	3759402.000	638.4525	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										445802.658	3758206.857	615.3223	614	356	-41		
1202764	02S07W27O	VAN RYN DAIRY	DAIRY/DOM			308		8	1	250	270	444714.111	3758006.195		610	347	49	1	
1005964	02S07W27R01	VERMEER, DICK	WEST 2			185		16	1	80	176	445259.439	3758097.419		616	349	97	1	
1202768	02S07W28A	HYENHUIS, JIM	DOM		16	225	0	6	1	178	225	445320.137	3759404.645		642	375	-125	1	
1202772	02S07W28B	VANDER SCHAAF, EARL	DOM									445317.955	3759431.945		643	375	-103		
1202774	02S07W28D	OWNER UNKNOWN	AG#6-BRITSCHEG									442471.682	3759460.887		620	361	-70		
1202775	02S07W28D	DE BOER, SIDNEY	21040-DOM									443612.413	3758494.090		634	381	-201		
1202779	02S07W28F	BRINKERHOFF, ROBERT	12420									442901.135	3758759.336		624	369	-124		
1202781	02S07W28F	HARINGA, HERMAN	DOM									443036.455	3758714.070		625	371	-136		
1202782	02S07W28F	HARINGA, HERMAN	DOMESTIC STAND									443044.205	3758711.508		623	369	-119		
1202783	02S07W28G	ECHEVERRIA, JUAN DAIRY	DOM									443184.638	3758676.353		625	366	-93		
1202784	02S07W28G	ECHEVERRIA, JUAN DAIRY	26240-IRR									443304.719	3758708.173		624	367	-103		
1202785	02S07W28G	ECHEVERRIA, JUAN DAIRY	26240-DOM									445425.998	3758721.731		624	368	-110		
1202790	02S07W28H	CLARKE, ARTHUR	17240									445597.986	3758670.945		624	363	-74		
1202795	02S07W28M01	DURRINGTON, WILLIAM	25760-DOM	1961				10	1	134	442	442108.815	3758569.969	618	615	376	-161	1,2	
1202796	02S07W28H	STUEVE BROTHERS FARMS	IRR #2									442285.298	3758056.195		606	374	-133		
1202800	02S07W29D	BOLMA, EWOUDE	95010-DOM									440877.515	3758578.704		601	377	-124		
1202804	02S07W29J	ENGELSMA DAIRY	26880									441943.419	3758606.115		610	376	-160		
1202807	02S07W29K	STARK, EVERETT	74200-DOM									441190.029	3758614.984		605	374	-146		
1202808	02S07W29K	STARK, EVERETT	74200-DOM									441200.565	3758615.162		605	374	-146		
1202809	02S07W29K	STARK, EVERETT	74200-IRR									441243.785	3758646.304		603	374	-142		
1206502	02S07W29K	Al Schenstra - Lessee	Dairy/Dam									441360.771	3758598.603		604	373	-152		
1202814	02S07W29L	WASSENAAR, PETER	89880-GRV									441840.854	3758567.507		607	375	-157		
1202819	02S07W29R01	DURRINGTON, W.F		1958		402	12	14	1	74	390	441984.333	3758255.031	611	609	375	-139	1,2	
1202822	02S07W30H	OWNER UNKNOWN	67002-PD1									440595.592	3758574.695		598	374	-99		
1202823	02S07W30J	OWNER UNKNOWN	AG#8/GAS-GOYEN									440354.923	3758627.308		597	373	-54		
1005983	02S07W30J01	OWNER UNKNOWN		1958	400	28	400	14	1	90	300	440262.523	3758645.684	596	596	370	-31	1,2	
1202824	02S07W30K	INDABURU, MARCELINE	40200-DOM-SOUTH									439914.205	3758084.945		579	374	99		
1202825	02S07W30K	LEKKERKERKER, WALT	48080-2									439886.499	3758346.949		588	337	100		
1202826	02S07W30K	LEKKERKERKER, WALT	48080-1									439909.719	3758460.825		586	333	100		

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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]					
											[ft bps]								
300003	02507W02B	MINABERRY ARMAUD	DOM									446118.488	3755999.723		577	376	-500		
300008	02506W21K	Movnier, Jean	7520-DOM									446132.081	3759839.120		659	380	135		
300028	02506W18P	GORZEMAN, RICK	1-DAIRY									449065.817	3761113.623		699	365	302		
300030	02507W25O	HOOGENDAM DAIRY	DOM									448001.033	3757823.887		627	439	-500		
300037	02507W25R	BORGES JR., MANUEL & SON DAIRY	9900-DOM									448189.892	3758121.883		632	442	-500		
300041	02506W29H	TERMAATEN, CASE	9595R-1									450571.438	3758107.813		613	513	-500		
300044	02507W24C	ANGELINE ROUKEMA	DOM-0 00975									444170.439	3757740.387	603.8503	602	348	-5		
300045	02507W26D	WOLL, DN	93020									447227.708	3757506.380		610	415	-500		
300046	02507W23Q	SIMAS, SR, JOE	DAIRY-2ET									446134.845	3759467.609		652	375	148		
300048	02506W08K	SLEGERS, JAKE	71820-DOM									450958.453	3763297.369		362	393	291		
300052	02506W29P02	CRAMER, W R RANCH	19060-2	1954			211	14		1	35	40	450916.380	3758124.585	611	613	609	-500	1,2
300054	02507W36L	VANDER DUSSEN, RENE	84920-DD									446874.455	3756720.195		608	412	-500		
300057	02507W26P	VANDER MEER, DICK	85760	1969	310	12.25	220		8.625	1	120	140	446049.937	3758051.185		617	341	129	1
300070	02507W26M	MERSMA, HARRY	DOM									445625.604	3758149.767		620	350	155		
300072	02506W18M	HETTINGA, WILBER	DOM									448715.486	3761501.508		711	405	271		
300086	02507W02C	KONING, J.N. ESTATE	DOM									445839.974	3755865.405		581	326	-500		
300095	02507W02M	OOSTEN FAMILY TRUST	1									445203.174	3755199.187		583	326	300		
300096	02507W03H	OSTERKAMP, JOSEPH	2									445149.986	3755492.383		578	316	300		
300101	02506W30M	TE VELDE, BERNARD	95007-DOM									448990.142	3758548.945		645	458	-500		
300102	02506W29P	TERMAATEN, CASE	9504R-2	1955	102		102		8	1	35	104	450539.068	3758120.112		613	515	-500	1
300110	02507W34C	WESTSTEYN, PETE	DOM									443870.942	3757721.963	603.9242	601	352	-22	1	
300111	02507W26B	YELLIS DAIRY	93600-DOM									446412.408	3759326.844		652	371	180		
300112	02507W24A	HETTINGA, IDA	IRR									448138.236	3760911.320		698	404	257		
300113	02507W24A	HETTINGA, IDA	DOM									448301.634	3760911.824		698	408	274		
300115	02507W34J	CARDOZA TRUST/INVESTMENT	B 9									445221.624	3756872.407	583.9987	585	311	223	1	
300118	02506W17G	HOEKSTRA, EDWARD	DOM									451026.474	3761859.721		720	397	129		
300149	02506W30C	PLANTENGA, GEORGE	DOM									449314.455	3758563.693		640	467	-500		
300150	02506W30C	PLANTENGA, GEORGE	IRR									449058.392	3759133.758		662	415	-500		
300163	02507W24G	COLLINSWORTH, SHELBY	RIV-IRR-40AC									447485.349	3760151.594		675	381	241		
300165	02506W18J	MIRA LOMA THOROUGHbred FARM	DOM-EAST									449655.486	3761320.570		704	380	307		
300172	02506W19E01	NORCO, CITY OF	9	1978	320	28	320	18		1	180	300	448565.955	3760389.870		682	334	324	1
300173	02506W19E02	NORCO, CITY OF	10	1977	350		320		20	1	120	300	448827.423	3760390.695	682	682	354	340	1
300174	02506W18F	MOCHO AND PLAA, INC.	IRR									449185.818	3761858.669		718	403	261		
300178	02506W18A	Ben. John	95054-DAIRY									449980.132	3762419.421		734	405	250		
300183	02507W27O	VAN RYN DAIRY	DAIRY-DOM	1977	308	12.25	308		8	1	230	270	444714.111	3758006.195		610	347	49	1
300194	02507W36A	EXCELSIOR FARMS										448297.824	3757607.272		625	455	-500		
300196	02507W27	CORONA DAIRY RANCH	47320-NEW									445226.454	3758697.117		628	360	74		
300197	02506W19H	SWAN LAKE MOBILE HOME PARK	4									449332.923	3760172.633		679	370	360		
300199	02506W19E03	NORCO, CITY OF	11	1986	350	28	320	20		1	180	320	448699.142	3760390.508		682	347	338	1
300203	02506W19L403	SWAN LAKE MOBILE HOME PARK	2A	1988	360	22	340		12	1	220	350	448811.392	3759775.758		671	378	-500	1
300211	02506W18P	VERNOLA, PAT	DOMESTIC	1954	151		151		8.625	1	120	140	449743.433	3761232.685		701	378	313	1
300214	02507W23J	SCHAKEL, SR., FRED	FRED SHAKEL-75P									446760.785	3760102.940		675	382	175		
300217	02506W30D	KASBERGEN DAIRY		1983	300	8	275		8.625	1	275	275	448586.631	3759263.310		658	408	-500	1,2
300218	02506W30D	KASBERGEN DAIRY		1983	300	8	275		8.625	1	275	275	448584.943	3759276.272		658	408	-500	1,2
300221	02507W24K	LEAL, BRAD	WEST DAIRY									447922.678	3760144.852		675	379	295		
300227	02506W18K	MIRA LOMA THOROUGHbred FARM	DOM-WEST									449497.173	3761671.883		716	390	283		
300236	02507W26N	Tillema, Harold	CAPPED									445456.973	3758148.657		619	350	122		
300237	02507W25L	Harada, George & Steve										447372.845	3758582.607		635	360	340		
300242	02507W34B	Beatsma, Ite	CALVES									444565.306	3757731.629		603	341	43		
300247	02506W23K	Movnier, Jean										446131.233	3759847.595		659	380	135		
300249	02506W29P	Cramer, W R	DOM-NEW									450872.080	3758081.457		611	352	-500		
300251		OWNER UNKNOWN										443870.932	3757737.602		603	313	-26		

Table 2
 Chino II Monitoring Wells

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CBWM ID	State Well No.	Owner	Local Name	Completion Year	Borehole Depth [ft bpg]	Borehole Diameter [inches]	Casing Depth [ft bpg]	Minimum Casing Diameter [inches]	Maximum Casing Diameter [inches]	Perforated Interval			Well Location		Ground Surface Elevation [ft amsl]	Layer 1 Top Elevation [ft amsl]	Layer 1 Bottom Elevation [ft amsl]	Layer 2 Bottom Elevation [ft amsl]	Layers Screened
										Interval No.	From	To	UTM X [m]	UTM Y [m]					
											[ft bpg]								
600024	02507W14K	MARTIN, TONY	DOM									446199.805	3761247.315		714	414	65		
600047	02507W23A	BAS VAN DAM & SON DAIRY	81400-IRR									446666.243	3760985.490		698	401	127		
600054	02507W14J	HAVEN TWO DAIRY										446858.126	3761543.557		713	411	121		
600064	02507W23B02	SCHONEVELD, JOHN	DAIRY-1000C	1955				16				446134.182	3760990.472	690	685	402	88	1	
600070	02507W12E	KOOLHAAS, KEN	44760-DOM									446933.720	3760538.044		689	390	171		
600078	02507W14K	SLEGERS, JANET	95046-DOM									446587.994	3761751.808		717	415	74		
600080	02507W22H	TEE VEE DAIRY	DAIRY-1500C									445222.580	3760481.508		663	394	34		
600130	02507W14M	DE JONG, JACK	44920-DOM									445809.481	3761727.338		706	415	12		
600131	02507W14M	DE JONG, JACK	IRR-DEJONG									445602.830	3761529.570		698	411	29		
600154	02507W22B	LA BRUCHERIE, ROHALD V.	46250-DOM									445997.245	3761054.712		686	403	76		
600169	02507W24D	KROES, JAKE	44400-DOM									446946.752	3760810.971		701	395	161		
600196	02507W22M	SO CAL AGRICULTURAL LAND FND.	95060-DOM									443786.820	3760119.020		663	386	-109		
600260	02507W13Q	WEST INVESTORS	91240-DOM									447947.330	3761027.612		703	404	233		
600268	02507W13J	VANDERHAM, CORNELIUS	DY1-10P									448441.814	3763323.982		742	419	193		
600269	02507W21J	SCHAKEL, SR. FRED	Dom-0.00920									446849.461	3760333.736	675.7056	680	387	175		
600282	02507W14E02	JONGSMA, JOHN	42440			328	12					445689.768	3761878.232	717	708	416	19	1,2	
600295	02507W22J	GOLDEN WEST DAIRIES	DOM									445197.648	3760844.496		654	385	37		
600302	02507W23H	SCHAKEL, SR. FRED	DAIRY-550C									446844.967	3760461.657		683	389	167		
600303	02507W28H	CLARKE, ARTHUR	17240									443597.986	3758670.945		624	363	-74		
600335	02507W36A	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									446257.083	3761760.764		720	414	104		
600397	02507W13M01	VANDER DUSSEN, SYBRAND	600C	1953			320	14				447087.183	3761714.809	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	3760963.635		681	402	65		
600452	02507W22C	HOLSTEINS, GP.	DDOM									443793.267	3761049.070		677	400	-143		
600463	02507W22B	DYTT, ANDY	standby only									445205.524	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	2 RENTAL HOMES									448408.837	3761771.928		724	415	224		
600480	02507W12B02	WATER WELL SUPPLY		1952			468	12				448297.298	3763705.945	782	784	420	155		
600516	02507W22B	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	HILLCO DAIRY	DAIRY-DOM									446583.048	3761048.277	702.6731	695	402	120		
600583	02507W22N	SO CAL AGRICULTURAL LAND FND.	DOM									443653.536	3759595.775	649.8884	648	377	-101		
600618	02507W10A	Babcock, Bob	Dom									445289.233	3763165.087		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		
6300045	02507W14C91W	VAN DER LINDEN DAIRY	IRRIG 1									444374.830	3757728.570		599	345	16		
6300090	02507W27C	MOONS, JACK	HOUSE									444060.142	3759108.508	639.4586	635	367	-45		
6300092	02507W27F	SALVADOR, FRANK										444317.783	3757845.982		604	347	12		
6300093	02507W27G	VANDER EYK, JR., CASE	DDOM2									444417.314	3758579.284		622	357	-5		
6300145	02507W22R	IMBACH RANCH INC	1									445220.464	3759383.847		641	373	64		
6300146	02506W17D	WIRCHELL, VERNE H	1									450076.080	3761971.445		727	401	283		
6300280	02507W25B	HARADA BROTHERS	GOH									448069.251	3758982.232	657.8948	642	392	-500		
6300281	02507W25R03	HARADA BROTHERS	IOH		182	10	182					448151.283	3759329.107	634	656	377	-500	1	
6300284	02507W27R01	VERMEER, DICK	WEST 2	1955	185		185		16			445239.439	3758097.410		616	349	97	1	
6300285	02507W27R02	VERMEER, DICK	NEV 3	1978	200	15	200		8.625			445238.439	3758152.482		617	350	91	1	
6300381	02506W19G	CARLSBERG MGT	3									448935.611	3760172.095		679	367	357		
6300460	02506W18F	MOCHO AND FLAA	BELGRAVE									449064.073	3761790.345		716	403	262		
6300749	02507W24K01	ROYAL CORONA RANCH CO	12	1953			251	16				448187.673	3760162.758	673	677	379	323	1	

Table 2
Chino II Monitoring Wells

Chino Basin Dealer Authority / RBF Consulting
Chino I and Chino II Dealer Projects - Monitoring and Mitigation Plan

CDWM 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 (ft bps)		Well Location (ft)		Ground Surface Elevation (ft amsl)	Layer 1 Top Elevation (ft amsl)	Layer 1 Bottom Elevation (ft amsl)	Layer 2 Bottom Elevation (ft amsl)	Layers Screened
										From	To	UTM X	UTM Y					
3300005	02507W1901	RODRIGUEZ, MANUEL					2.5	14		90	185	449300.5337	3759454.747	671	670	390	-500	1
3300035	02507W141	SILVEIRA, JACK & COELLO, J MI	POULSON	1956	116		116	6.635				447560.730	3759426.107	656	656	371	309	
3300039	02507W1402	FOSTER, EARL H										445040.521	3756141.928	575	578	306	296	
3300143	02507W1217	ROYAL CORONA RANCH CO		1969	264		264	8.635		240	260	448303.021	3760957.695	675	675	379	311	
3300163	02507W131A	VERAAR, DIK										445233.334	3757134.777	605.8872	591	370	189	1
3301755	02507W141	CARDOZA FLORENCE										445198.822	3756763.839	583	307	249		
3301899	02507W145R	ISEL, KURT		1961	182	10.635	182			144	162	448440.548	3758953.776	634	487	-500	1	
3301980	02507W136F	KNEVELBAARD JOHN	BUENA DAIRY									446038.230	3758784.544	636	362	108		
3301981	02507W136H	V & Y DAIRY	V & Y DAIRY									446032.067	3758772.133	626	353	186		
3302006	02507W148B2	DOLAN, MICHAEL H										447086.093	3760124.498	625	381	301		
3302033	02507W148B1	WEINBER, DIK	BARN WELL									445484.117	3758156.000	618	319	131		
3302030	02507W148C1	MODAS, JACK	NO. 5									443702.156	3758293.608	635	631	366	272	
3302097	02507W17604	WEIDNER MAURICE	DOMA DAIRY					10				445211.392	3759061.133	635	307	71		
3302117	02506V100R2	VANDERFEER PETER AND										448791.448	3757803.070	672	485	-500		
3302150	02506V100R2	BOE, GERRIT	DOMESTIC									450082.417	3758833.851	667	487	-500		
3302162	02507W136B2	TEVELDE BERRARD A.	DOMESTIC					0				446129.080	3758948.788	617	341	244		
3302163	02507W146D01	TEVELDE BERRARD A.	IRRIGATION	1971	210		210			100	207	446102.361	3758160.195	630	245	225	1	
3600079	02507W136D1	OMELK, ANTON	DOM.					8		150	198	445233.055	3760482.883	670	296	41		
3600225	02507W121D	ALEWYN, JAKE	1240-BACKUP CORRAL									445955.205	3761071.841	675	400	-113		
3600290	02507W127H	KOOPMAN, TINA										445802.658	3758206.857	615.3223	614	356	-41	
3600421	02507W121K	FARENTE, MARY	8960-ARC									445170.584	3762480.447	733	419	-44		
3600493	02507W123M1	GOLDEN WEST DAIRIES	NEED									441972.083	3760183.251	655	388	7		
3600745	02507W141E	SATRAUGH, JOHN										445272.622	3762185.883	715	420	-14		
3601064	02507W121B	PIER, BILL	DOG									444481.259	3760278.834	675	401	-25		
3601111	02507W15AD1	KOOPMAN, GENE	4429-DOM				300	8.635		140	300	445112.272	3762439.111	725	722	430	-38	1
3601206	02507W10R	JOHNSON BROTHERS EGG RANCH										446225.517	3763810.445	733	430	-48		
3601410	02507W12B	DE BOER, SIDNEY	2104-DOM									445612.413	3758494.000	620	261	70		
3601421	02507W122	VAN DEN BERG, MARVIN	81640-DOM									444633.455	3760963.008	675	402	-33		
3602168	02507W12R	EDISON COMPANY										448171.205	3763067.945	766	419	153		
3602556	02507W1303	DYKSTRA, PETE & JOHN	ELEC DAIRY-DOM				300	16		130	230	448170.782	3761235.850	725	723	303	1	
3602560	02507W121C	DE VRIES, CASE	3279A-DOM									445612.390	3760239.610	698	398	309		
3602589	02507W121D	DUFALDE, LAUREN	DAIRY-45C									445593.881	3760265.890	680	403	48		
3602608	02507W13L	DUONIA BROTHERS										447500.653	3761362.809	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 differences 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

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
Totals ²	520	24	111	124	261

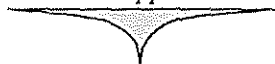
Notes:

- 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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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):		Estimated prospective damages as far as known:	
Damage to property	\$ _____	Future expenses for medical and hospital care.....	\$ _____
Expenses for medical and hospital care	\$ _____	Future loss of earnings	\$ _____
Loss of earnings.....	\$ _____	Other prospective special damages	\$ _____
Special damages for.....	\$ _____	Prospective general damages	\$ _____
General damages.....	\$ _____	Total estimate prospective damages	\$ _____
Total damages incurred to date.....	\$ _____		
Total amount claimed as of date of presentation of this claim: \$			

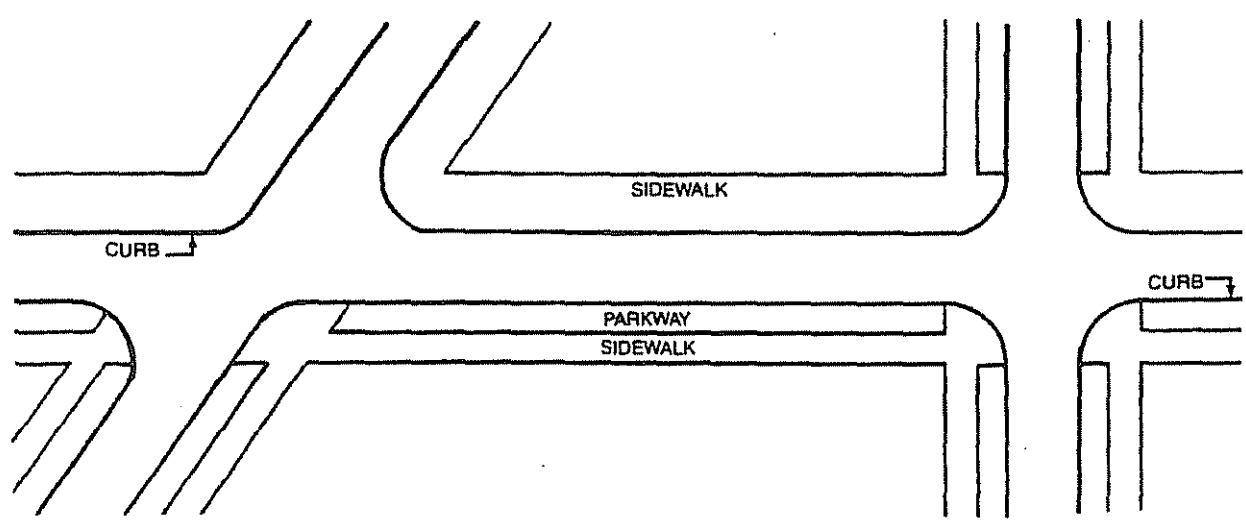
Was damage and/or injury investigated by police? _____ If so, what city? _____
 Were paramedics or ambulance called? _____ If so, name city or ambulance _____
 If injured, state date, time, name and address of doctor of your first visit _____

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	

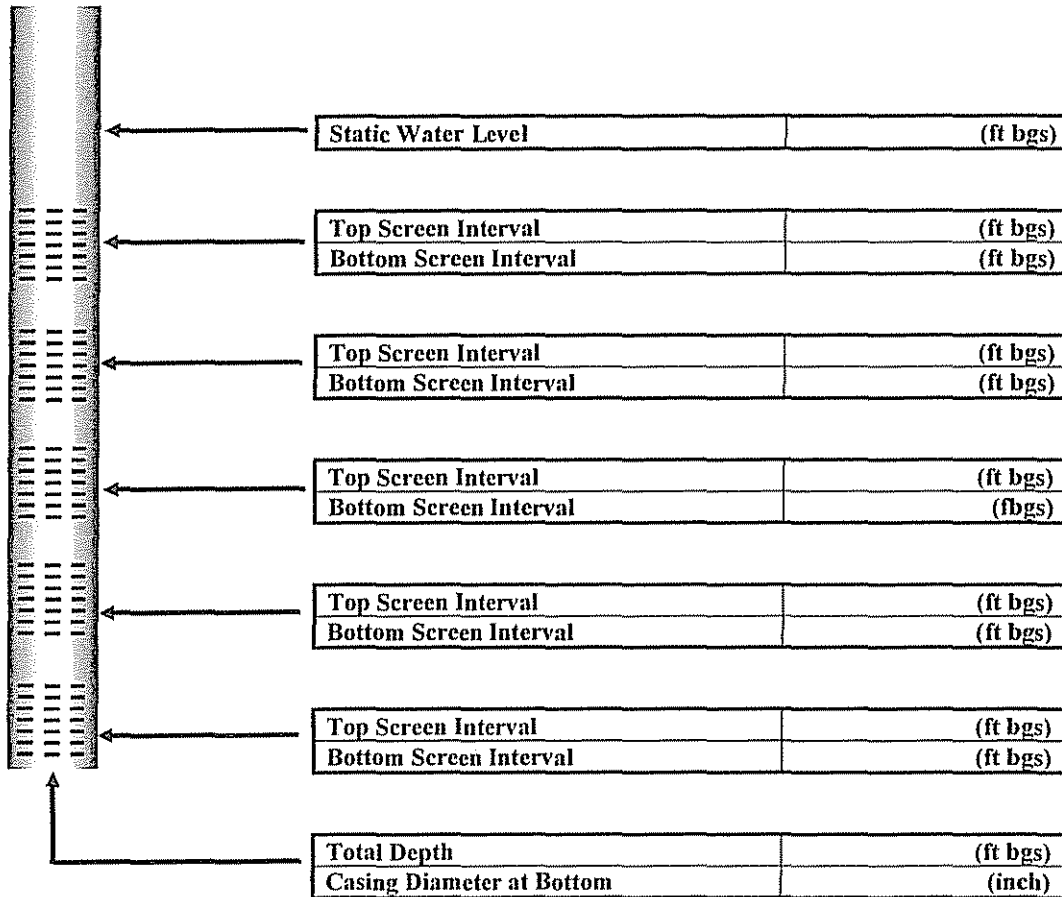
Pump Information

Pump Type	
Electrical Power (kW)	
Motor Size (HP)	
Pump Setting Depth (fbs)	
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

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

III. REPORTS/UPDATES

B. CEO/STAFF REPORT

2. MWD Refund for Water Sales
from 2002/2003 of \$188,113.38

**CHINO BASIN WATERMASTER
CALCULATION OF MWD REFUND**

Producer	Share of Operating Safe Yield (Percent)	6499.64AF Replenishment Water 98,822.32	Cyclic & Direct Replen Water 15.20AF	Cyclic & Direct Replen Water 89,292.58	Total Refund 188,114.90
<u>NonAgricultural Pool Members</u>					
Angelica Rental Service	0.000%	\$ -	17.035	\$ 259.00	\$ 259.00
General Electric - Geomatrix	0.000%	-	18.077	274.85	274.85
<u>Appropriative Pool Members</u>					
Arrowhead Mountain Spring Water	0.000%	-	75.527	1,148.33	1,148.33
Chino, City of	7.357%	7,270.358		-	7,270.36
Chino Hills, City of	3.851%	3,805.648		-	3,805.65
Cucamonga County Water District	6.601%	6,523.261		-	6,523.26
Desalter Authority	0.000%	0.000		-	0.00
Fontana Union Water Company	11.657%	11,519.718		-	11,519.72
Fontana Water Company	0.002%	1.976	4,891.727	74,375.19	74,377.16
Inland Empire Utilities Agency	0.000%	0.000	3.765	57.24	57.24
Jurupa Community Services District	3.759%	3,714.731		-	3,714.73
Los Serranos Country Club	0.000%	0.000		-	0.00
Marygold Mutual Water Company	1.195%	1,180.927		-	1,180.93
Metropolitan Water Dist of So Calif	0.000%	0.000		-	0.00
Monte Vista Irrigation Company	1.234%	1,219.467		-	1,219.47
Monte Vista Water District	8.797%	8,693.399		-	8,693.40
Niagara Bottling Company, LLC	0.000%	0.000		-	0.00
Nicholson Trust	0.007%	6.918		-	6.92
Norco, City of	0.368%	363.666		-	363.67
Ontario, City of	20.742%	20,497.726	851.412	12,945.11	33,442.83
Pomona, City of	20.454%	20,213.117		-	20,213.12
Santa Ana River Water Company	2.373%	2,345.054		-	2,345.05
San Antonio Water Company	2.748%	2,715.637		-	2,715.64
San Bernardino County (Shooting Park)	0.000%	0.000	15.319	232.91	232.91
Southern California Water Company	0.750%	741.167		-	741.17
Upland, City of	5.202%	5,140.737		-	5,140.74
West End Consolidated Water Company	1.728%	1,707.650		-	1,707.65
West San Bernardino County Water District	1.175%	1,161.162		-	1,161.16
	100.000%	\$ 98,822.32	5,872.862	\$ 89,292.64	\$ 188,114.96

2/2/2004

MWD Refund for Untreated Water Sales Revenue Contributed During Fiscal Year 2002/03
IEUA Credit: \$1,123,485

Allocation to IEUA Retail Agencies

	<u>AF Purchased</u>	<u>% of Total</u>	<u>Refund by Agency</u>
CCWD	29,176.3	39.5%	\$443,604.52
WFA	32,075.5	43.4%	\$487,684.75
Reliant Energy	268.5	0.4%	\$4,082.35
Watermaster	<u>12,372.4</u>	<u>16.7%</u>	<u>\$188,113.38</u>
Total:	73,892.7	100.0%	\$1,123,485.00

Watermaster total includes 3,883.2 AF Cyclic, and 8,489.2 AF Replenishment.

kjt
2/2/2004



CHINO BASIN WATERMASTER

June 10, 2004

3:00 p.m. - Joint Appropriative & Non-Agricultural
Pool Committee Meeting

June 17, 2004

9:00 a.m. - Agricultural Pool Committee Meeting

IV. INFORMATION

1. Black & Veatch Technical
Memorandum – Agricultural
Land Conversion Study

BLACK & VEATCH

TECHNICAL MEMORANDUM—DRAFT

Chino Basin Watermaster
Agricultural Land Conversion Study

B&V Project No. 136376
April 6, 2004

To: John Rossi, Chino Basin Watermaster

From: Dave Argo, Project Manager

Prepared by: Andrew Lazenby, P.E.
Wendy Martin

Reviewed by: Dave Argo, P.E.

The purpose of this memorandum is to estimate the reduction in agricultural groundwater production within the Chino Basin (Basin) over the next ten years and to use this estimate to reevaluate the capacities of the Chino Basin Desalters (Desalters) to maintain hydraulic control within the Basin. This report provides an overview of the Basin, Desalters, historical land use within the Basin, historical agricultural groundwater production within the Basin, and planned Desalter capacities. Agricultural and Desalter groundwater production rates are compared. Some general conclusions about the expansion schedule for the Desalters are provided.

1.0 INTRODUCTION

This section provides background information on the Basin, presents an overview of study methodology, and lists acronyms used and references consulted.

1.1 Background Information

1.1.1 Chino Basin

The Chino Basin consists of approximately 235 square miles of the upper Santa Ana River watershed. The Basin lies within the Counties of San Bernardino, Riverside and Los Angeles and includes some or all of the Cities of Chino, Chino Hills, Fontana, Montclair, Norco, Ontario, Pomona, Rancho Cucamonga, Upland, and several other communities. Cities and other water supply entities produce groundwater for all or part of their municipal and industrial supplies. Overall groundwater production data for the Basin is categorized into three pools: (1) the overlying agricultural pool, (2) the overlying non-agricultural pool, representing industries, and (3) the appropriative pool, representing cities, water districts, and water companies. During the period of 1960 through 1998, land use conversions in the southern half of the Basin were predominantly from irrigated agriculture to dairies. Agriculture, in general, has declined substantially in recent years and is projected to continue to decline [CBWM, 1999]. The Desalters, located in the southern portion of the Basin, provide a hydraulic balance from this decrease in agricultural production.

1.1.2 Chino Basin Desalters

The OBMP Phase I Report developed a preliminary Basin groundwater desalting plan based on estimated reduction in agricultural production. Since this plan was developed, the Desalter contracted deliveries and construction schedules have been refined. Table 1-1 presents an updated *groundwater production* schedule for the Chino Basin Desalters. (Treated water deliveries from the Desalters can be estimated assuming an 82 percent process recovery. The remaining brine flow is conveyed to the local Santa Ana Regional Interceptor (SARI) for ultimate discharge to the ocean). As shown in the table, an estimated 53,800 acre-feet per year (AFY) total Basin desalting will be developed through the year 2020.

The Chino I Desalter was the first phase in the regional desalting program. It began delivering water to customers in 2001 and has a current groundwater production capacity of 11,200 AFY (10.0 million gallons per day [mgd]). The second phase includes expansion of the Chino I Desalter and construction of a new Chino II Desalter. The Chino I Desalter expansion will increase its groundwater production capacity to 17,300 AFY (15.5 mgd) and the Chino II Desalter will have a groundwater production capacity of 12,700 AFY (11.3 mgd). It is anticipated that the Chino I Desalter expansion and Chino II Desalter facilities will be constructed by the years 2005 and 2006, respectively. The third phase includes expansion of the Chino II Desalter and construction of a new Chino III Desalter. The Chino II Desalter expansion will increase its groundwater production capacity to 20,700 AFY (18.4 mgd) and the Chino III Desalter will have a groundwater production capacity of 15,800 AFY (14.1 mgd). It is estimated that the Chino II Desalter expansion and Chino III Desalter facilities will be constructed by the year 2010.

1.2 Study Methodology

An eight step study methodology was developed for the memorandum and is listed in Table 1-2. The first two steps involved gathering information regarding recent land conversions. Steps three through five involved predictions of agricultural and Desalter production. Step six included a comparison of the predictions and steps seven and eight included preparation of the technical memorandum.

Table 1-1
Chino Basin Desalters Groundwater Production Schedule^{(1) (2)}

Year	Groundwater Production Capacity							
	Chino I Desalter		Chino II Desalter		Chino III Desalter		Total	
	mgd	AFY*	mgd	AFY	mgd	AFY	mgd	AFY
2000	0.0	0	0.0	0	0.0	0	0.0	0
2001	10.0	11,200	0.0	0	0.0	0	10.0	11,200
2002	10.0	11,200	0.0	0	0.0	0	10.0	11,200
2003	10.0	11,200	0.0	0	0.0	0	10.0	11,200
2004	10.0	11,200	0.0	0	0.0	0	10.0	11,200
2005	15.4	17,300	0.0	0	0.0	0	15.4	17,300
2006	15.4	17,300	11.3	12,700	0.0	0	26.8	30,000
2007	15.4	17,300	11.3	12,700	0.0	0	26.8	30,000
2008	15.4	17,300	11.3	12,700	0.0	0	26.8	30,000
2009	15.4	17,300	11.3	12,700	0.0	0	26.8	30,000
2010	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800
2011	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800
2012	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800
2013	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800
2014	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800
2015	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800
2016	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800
2017	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800
2018	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800
2019	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800
2020	15.4	17,300	18.5	20,700	14.1	15,800	48.0	53,800

(1) Treated water production/deliveries can be estimated assuming an 82 percent process recovery.

(2) Data presented are based on Table 4-9 in OBMP Phase I Report and current construction/delivery schedule for the Desalters.

Table 1-2
Study Methodology

Step	Task Description
1	Contact two realtors specializing in sales of dairy properties
2	Review sales over past two years
3	Make projection of sales into next ten years
4	Estimate loss of agricultural pumping
5	Estimate pumping demands from Chino I Desalter expansion and Chino II Desalters
6	Compare change in pumping demands of agricultural producers and Desalters
7	Provide findings in memorandum
8	Provide findings to WE, Inc. for hydraulic control considerations

1.3 Abbreviations and Acronyms

The following abbreviations and acronyms are used in this memorandum.

AF	acre-feet
AFY	acre-feet per year
Basin	Chino Basin
CBWM	Chino Basin Watermaster
Desalters	Chino Basin Desalters
FMMP	Farmland Mapping and Monitoring Program
FY	Fiscal Year
JCSD	Jurupa Community Services District
mgd	million gallons per day
OBMP	Optimum Basin Management Program

1.4 References

The following references were used for this memorandum.

McCune & Associates, Personal Communication. January 2004.

Milk Producers Council, Nathan DeBoom, Personal Communication, January 2004.

19th through 26th Annual Reports – Case No. RCV 51010, Chino Basin Municipal Water District v. City of Chino, ET.AL, Chino Basin Watermaster, 1999-2004.

Optimum Basin Management Program - Phase I Report, prepared for Chino Basin Watermaster, Wildermuth Environmental Inc., August 19, 1999.

California Farmland Conversion Report – 1998-2002, California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program, December 2002.

2.0 CHINO BASIN LAND USE

This section presents historical land uses and predicts future land conversions based on information from: (1) the Optimum Basin Management Program (OBMP) Phase I Report [CBWM, 1999], (2) annual Watermaster assessment packages, (3) conversations with Basin realtors, and (4) the California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program (FMMP).

2.1 OBMP Phase I Report (1933 to 1993)

Land use within the Basin has shifted from predominantly agricultural to urban. Table 2-1 lists the land uses in the Basin between 1933 and 1993 as presented in the OBMP Phase I Report [CBWM, 1999]. As listed in the table, agricultural land use was at a high of 98,044 acres in 1957. Between 1957 and 1993 agricultural land use decreased by 69 percent to a low of 30,767

acres. In 1933, approximately 7,440 acres in the Basin were used for urban/industrial purposes. By 1993, urban land use had increased to 68,966 acres. Figure 2-1 shows the steady increase in urban land use from 1949 to 1993 and decrease in agricultural land use from 1957 to 1993, based on the information presented in Table 2-1.

Table 2-1
Chino Basin Historical Land Use (1933 to 1993)⁽¹⁾

Land Use	Year						
	1933 (acres)	1949 (acres)	1957 (acres)	1963 (acres)	1975 (acres)	1984 (acres)	1993 (acres)
Agricultural							
Non-irrigated Field Crops and Pasture	37,242	37,157	52,950	36,600	20,754	12,942	5,411
Irrigated Field Crops and Pasture	32,539	32,539	24,320	23,927	18,295	15,677	13,141
Irrigated and Non-Irrigated Citrus	15,866	15,866	9,464	4,303	1,947	865	0
Irrigated Vineyards	1,332	1,332	7,268	18,057	9,353	8,195	2,975
Non-irrigated Vineyards	94	94	79	0	0	0	1,629
Dairies and Feedlots	259	259	3,963	4,140	6,280	6,517	7,611
Total Agricultural	87,332	87,247	98,044	87,027	56,629	44,196	30,767
Urban/Industrial							
Urban Residential, Commercial, Industrial and Vacant	7,135	7,157	17,695	25,598	41,405	53,260	65,115
Special Impervious	305	305	305	314	309	1,839	3,851
Total Urban/Industrial	7,440	7,462	18,000	25,912	41,714	55,099	68,966
Other							
Native Vegetation	22,083	22,145	21,633	21,249	20,481	19,904	19,328
Total Other	22,083	22,145	21,633	21,249	20,481	19,904	19,328

(1) Data presented from Table 2-7 in OBMP [CBWM, 1999]

2.2 Assessment Package Agricultural Land Conversions (1994 to 2003)

Agricultural land conversions between 1994 and 2003 were obtained from the Watermaster assessment packages. The Watermaster issues assessment packages on an annual basis. The assessment packages provide details regarding the annual charges to Basin water producers based on production and summarize the cumulative Agricultural Pool water rights reallocated to the Appropriative Pool based on land conversions. Water producers in the Basin provide acreage of agricultural land conversions to the Watermaster annually to enable the Watermaster to complete the assessment. Groundwater pumping rights reallocated after the Peace Agreement, June 29, 2000, are equivalent to 2.0 AFY of water per acre of land converted.

**Figure 2-1
 Historical Land Use in the Chino Basin (1933 to 1993)**

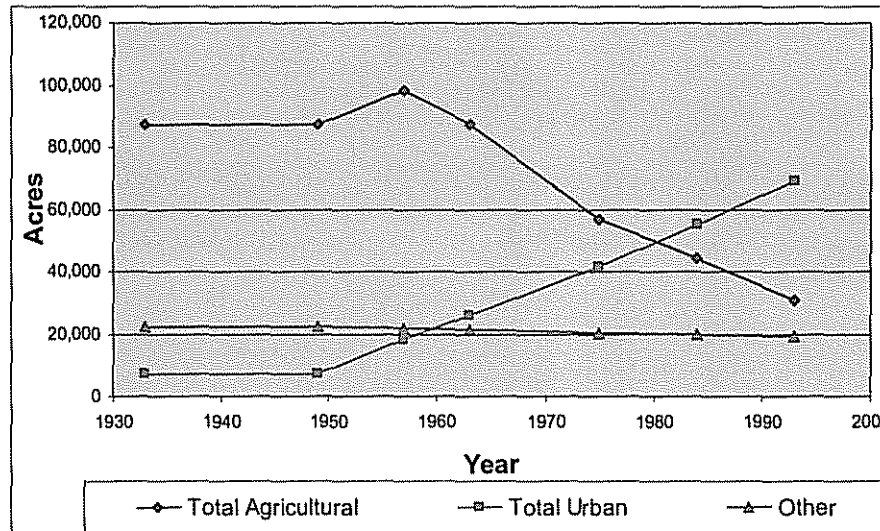


Table 2-2 lists land conversions for the 1994/1995 through 2002/2003 fiscal year (FY) assessments. Figure 2-2 shows the cumulative land conversions from 1994/1995 through 2002/2003 fiscal year for the water producers listed. Over the nine year period, approximately 10,152 acres of agricultural land was converted to non-agricultural land uses. This represents a decrease in agricultural land of 33 percent.

2.3 Conversations with Basin Realtors

Two real estate companies working in the Basin were contacted to determine the rate of agricultural land conversion over the last few years. Vander Dussen & Associates of Chino, California could not provide specific details on land sales within the Basin, but were able to refer us to Nathan DeBoom with the local Milk Producers Council. As listed in Table 2-1, dairies and feedlots utilized 7,611 acres in 1993, which was approximately 25 percent of the total agricultural land use. Mr. DeBoom said that dairy land in the Basin had been converted to non-agricultural uses at a rate of approximately two percent per year from 1993 to 2001. In 2002 and 2003, the rate had increased to approximately six percent per year. This recent increase in the rate of dairy land conversion was also seen around 1990 when real estate prices were increasing rapidly, as they are now.

The second real estate company contacted, McCune & Associates, was able to provide specific sales information for certain areas in the Chino Basin as listed in Table 2-3. Property values have dramatically increased over the past six years. Agricultural land was selling for approximately \$40,000 per acre six years ago and is currently selling for up to \$400,000 per acre. Eastvale is an 8,500 acre area in Riverside County that is served by the Jurupa Community Services District (JCSD). Approximately 90 percent of Eastvale has been sold for urban uses and will be developed within three years. Ninety eight percent of Eastvale has maps or plans for

urban development. JCSD has accounted for approximately 1,611 acres of land conversion in Eastvale through its assessment packages.

The Agricultural Preserve is an area that has been divided between the cities of Chino and Ontario and is being developed. The Chino Preserve is a 5,200 acre area, also known as Chino Sub-Area 2, which is served by the City of Chino. Currently, 50 percent of the area is in escrow or has been sold for non-agricultural uses and will be in construction within 12 months. Within six years, approximately 90 percent of the Chino Preserve land will be used for non-agricultural uses. None of the agricultural land conversion in the Chino Preserve has been accounted for through assessment packages. The City of Ontario has annexed 8,200 acres of the former Agricultural Preserve and this area is known as the New Model Colony. The City of Ontario has been slower to develop due to the existing land divisions. Approximately 15 percent of the New Model Colony is in escrow or has been sold for non-agricultural uses.

**Table 2-2
Chino Basin Agricultural Land Conversions (FY 94/95 to 02/03) ⁽¹⁾**

Producers	94/95 (acres)	95/96 (acres)	96/97 (acres)	97/98 (acres)	98/99 (acres)	99/00 (acres)	00/01 (acres)	01/02 (acres)	02/03 (acres)	Producer Totals
City of Chino	0	977	195	55	228	141	314	28	186	2,124
City of Chino Hills	0	408	73	72	117	23	0	0	35	728
Cucamonga County Water District (CCWD)	0	460	0	0	0	0	0	0	0	460
Fontana Water Co. (FWC)	0		0	0		0	417	0	0	417
Jurupa Community Services District (JCSD)	0	1,928	23	509	635	817	945	78	876	5,810
Monte Vista Water District (MVWD)	0		28	0	0	0	9	0	0	37
City of Ontario	0	419	30	59	19	0	39	0	9	576
Fiscal Year Total	0	4,192	350	694	999	980	1,724	106	1,106	10,152

(1) Figures from Watermaster assessment packages for fiscal years 1994/1995 through 2003/2004

2.4 California Farmland Mapping and Monitoring Program

The Farmland Mapping and Monitoring Program (FMMP) is part of the State of California, Department of Conservation, Division of Land Resource Protection. The FMMP provides data for use in assessing present status, reviewing trends, and planning for the future of California's agricultural land resources. The FMMP produces Important Farmland Maps every two years based on air photos, local input, soil quality data, and current land use information. The FMMP

has been documenting changes in agricultural land use since 1984. There are eight Important Farmland Map categories and these are described in the Appendix.

Figure 2-2
Historical Land Use in the Chino Basin (FY 94/95 to 02/03)

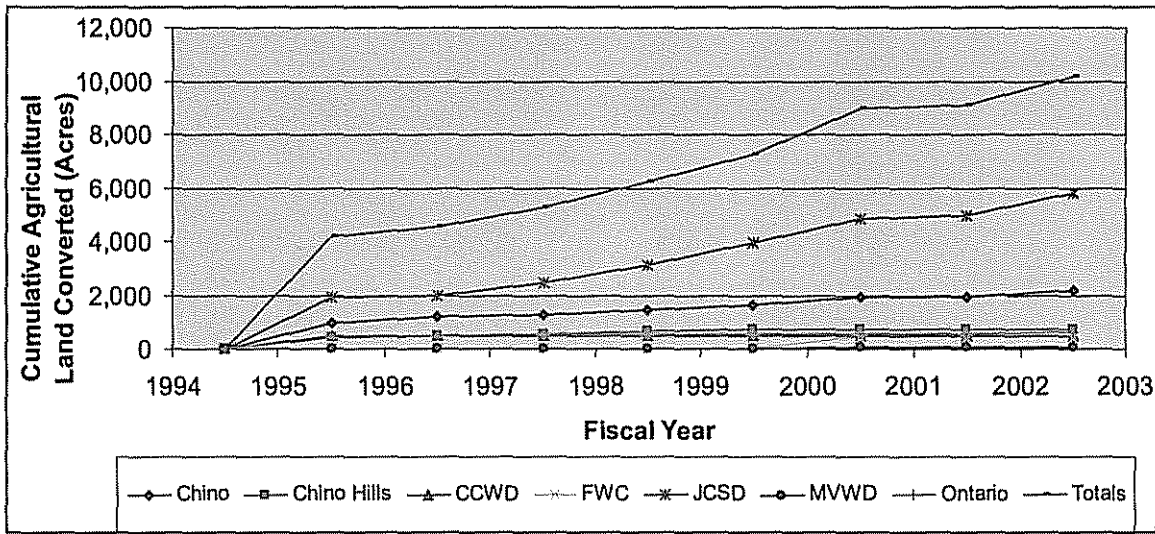


Table 2-3⁽¹⁾
Agricultural Land Conversion Estimates

Development Area	Water Provider	Size (acres)	Estimated Conversion
Eastvale	JCSO	8,500	90% converted with in 3 years
The Preserve	Chino	5,200	50% converted with 1 year; 90% converted within 6 years
The Preserve	Ontario	8,200	15% land in escrow or sold

(1) Based on conversation with McCune & Associates 1/13/04

The FMMP provides custom mapping services to interested parties on an hourly fee basis. The FMMP was contacted to produce geographic information system (GIS) maps of the Basin and to provide categorized acreages of land use. Maps of the Basin were created for 1984 through 2002 on a bi-annual basis. The ten maps are shown in the Appendix with the descriptions of the eight Important Farmland Map categories. A small portion of the Basin lies in Los Angeles County. This area is completely developed [CBWM, 1999 Figure 2-37h] and was not mapped. Only data for Riverside County was available for 2002. Riverside County places dairy land in the category of Farmland of Local Importance. However, dairy land is placed into the Other Land category for San Bernardino County. Table 2-4 lists the FMMP categories and acreages between 1984 and 2000. For San Bernardino County, the land below Highway 60 categorized as Other Land is dairies. The acreage of this land is considered agricultural land in Table 2-4.

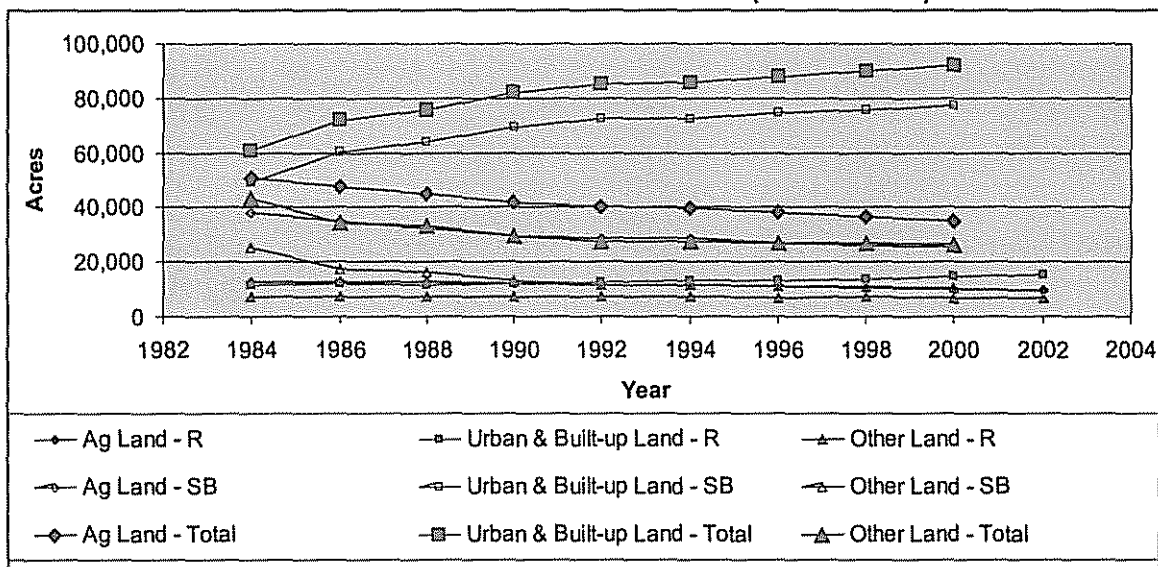
As listed in the table, agricultural land use was 50,973 acres in 1984. Between 1984 and 2000 agricultural land use decreased by 31 percent to 35,080 acres. In 1984, approximately 60,927 acres in San Bernardino and Riverside counties were urban and built-up land. By 2000, urban and built-up land use had increased to 92,133 acres. Figure 2-3 shows the steady increase in urban land use from 1984 to 2000 and decrease in agricultural land use over this time period, based on the information presented in Table 2-4.

Table 2-4
Chino Basin Historical Land Use (1984 to 2002)⁽¹⁾

Year	San Bernardino County			Riverside County			Total		
	Agricultural Land	Urban & Built-up Land	Other Land	Agricultural Land	Urban & Built-up Land	Other Land	Agricultural Land	Urban & Built-up Land	Other Land
1984	38,038	49,366	25,304	12,935	11,561	7,344	50,973	60,927	32,648
1986	34,966	60,151	17,591	12,599	12,045	7,197	47,564	72,196	24,787
1988	32,460	63,786	16,461	12,589	11,782	7,470	45,048	75,568	23,932
1990	29,888	69,460	13,360	12,136	12,334	7,371	42,024	81,794	20,731
1992	28,726	72,289	11,692	11,700	12,805	7,336	40,426	85,094	19,028
1994	28,346	72,732	11,739	11,444	13,206	7,176	39,789	85,938	18,915
1996	27,069	74,626	11,123	11,280	13,422	7,124	38,349	88,047	18,247
1998	26,037	75,861	10,919	10,687	13,897	7,241	36,724	89,758	18,160
2000	25,255	77,114	10,448	9,824	15,109	6,982	35,080	92,133	17,431
2002				9,277	15,455	7,094			

(1) Data obtained from FMMP

Figure 2-3
Historical Land Use in the Chino Basin (1984 to 2002)



2.5 Predicted Land Use

Based on historical land use in the Basin, the acreage of agricultural land is expected to continue to decrease until minimal, less than 500 acres, agricultural land remains. In order to predict future land use in the Basin, historical data was analyzed to estimate annual conversion rates. Rates were calculated assuming: (1) historical land use (1957 to 1993), (2) agricultural land conversions (FY 94/95 to 02/03), and (3) historical land use (1984 to 2000). Table 2-5 lists the conversion rates for the three analyses. Also listed in Table 2-5 are the regression (R^2) values for the conversion rates. The closer the R^2 value is to one, the higher the accuracy of the estimated conversion rate, based on the data used for analysis. These three conversion rates were used to predict years when agricultural land use would be minimal.

**Table 2-5
 Predicted Rates of Land Conversion**

Analysis	Land Conversion Rate (acres/year)	R^2
(1) OBMP Phase I Report (1957 to 1993)	1,914	0.9857
(2) Watermaster Assessment Packages (FY 94/95 to 02/03)	1,099	0.9245
(3) FMMP (1984 to 2000)	931	0.9599

Prediction 1, based on historical land use, is shown on Figure 2-4. This prediction is based on data from 1957 through 1993, because the agricultural land use peaked in 1957 and decreased thereafter. Analysis 1 predicted an average conversion of 1,914 acres of agricultural land per year to non-agricultural uses. Based on this predicted conversion rate, agricultural land use is expected to be less than 500 acres in 2007.

Predictions 2a and 2b, based on the agricultural land conversions, are shown on Figure 2-5. Figure 2-5 shows and predicts cumulative acres converted. Analysis 2 predicted an average conversion of 1,099 acres of agricultural land per year to non-agricultural uses. This rate is 43 percent less than the first conversion rate predicted. The quantity of agricultural land available for conversion in 1994 was 30,767 acres, which is the quantity of agricultural land in 1993 from Table 2-1. However, based on the FMMP data in Table 2-4, the quantity of agricultural land available for conversion in 1994 was 39,789 acres. Based on the second predicted conversion rate, agricultural land use is expected to be less than 500 acres in 2020 based on Table 2-1 and in 2029 based on Table 2-4.

The predictions from McCune & Associates were incorporated into the second land conversion prediction, based on the assessment packages and are Predictions 3a and 3b. Figure 2-6 shows Prediction 2 and Predictions 3a and 3b. Based on the Prediction 3, the remaining agricultural land will be less than 500 acres in 2014 based on OBMP data and in 2022 based on FMMP data. The estimations from the Milk Producer's Council of a maximum annual six percent decrease in the number of cows leads to a minimal dairy land use in 2058. The Milk Producer's Council estimations did not include non-dairy agricultural land and have not been further analyzed.

Figure 2-4
Prediction 1: Agricultural Land Reduction (Based on 1957 to 1993)

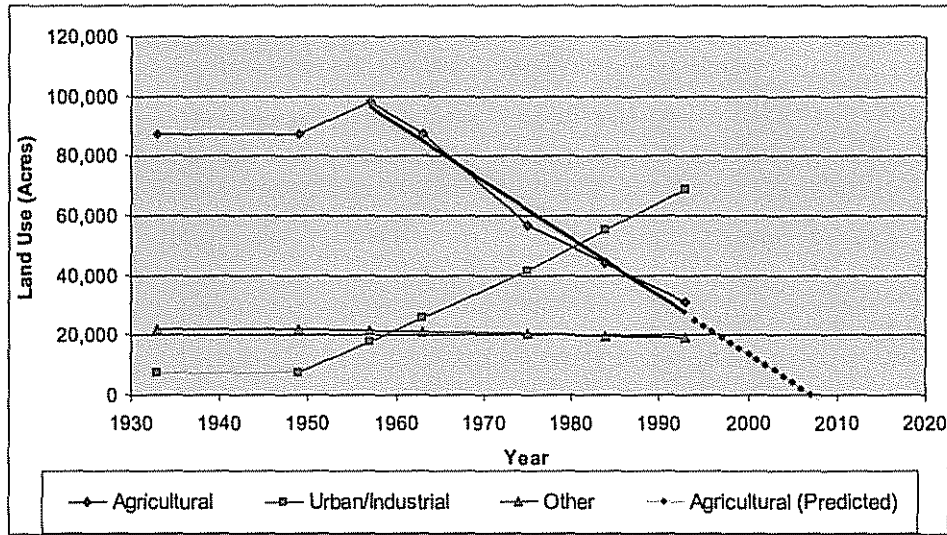


Figure 2-5
Prediction 2: Cumulative Agricultural Land Converted (Based on FY 94/95 to 02/03)

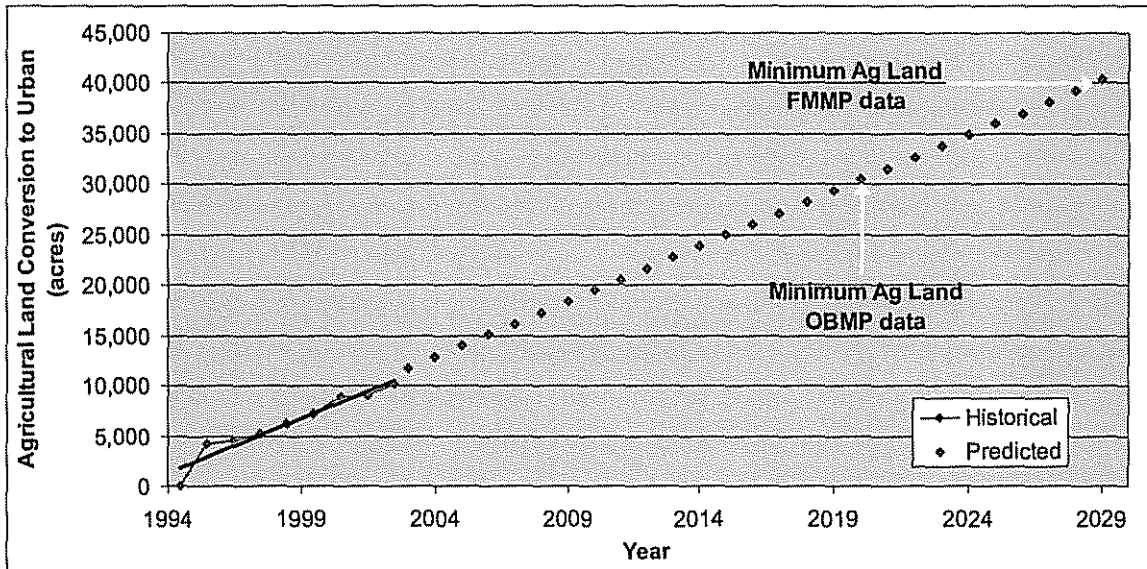
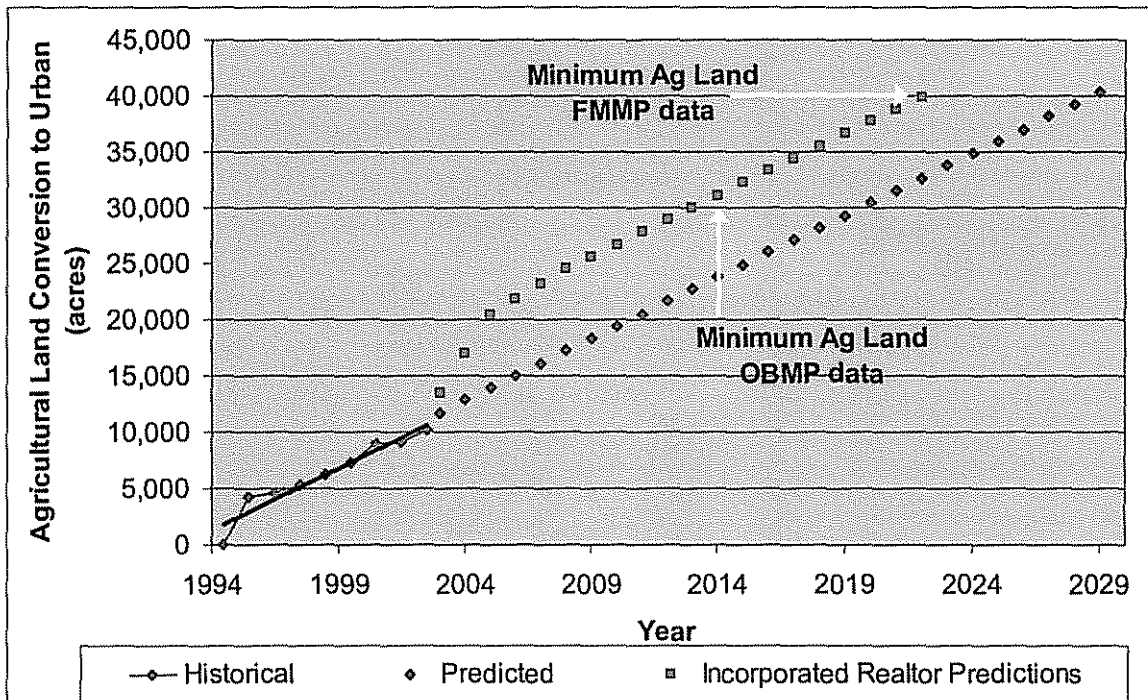


Figure 2-6
Prediction 3: Agricultural Land Converted
(Based on FY 94/95 to 02/03 and Realtor Estimates)



Prediction 4, based on historical land use from FMMP data, is shown on Figure 2-7. This prediction is based on data from 1984 through 2000. Analysis 3 predicted an average conversion of 913 acres of agricultural land per year to non-agricultural uses. This rate is 52 percent less than the first conversion rate predicted. Based on this predicted conversion rate, agricultural land use is expected to be less than 500 acres in 2037.

Table 2-6 provides a summary of the predicted years of minimal agricultural land use. The predicted years of minimal agricultural land use range from 2007 to 2037, with the average being the year 2022.

Figure 2-7
Prediction 4: Agricultural Land Reduction (Based on 1984 to 2002)

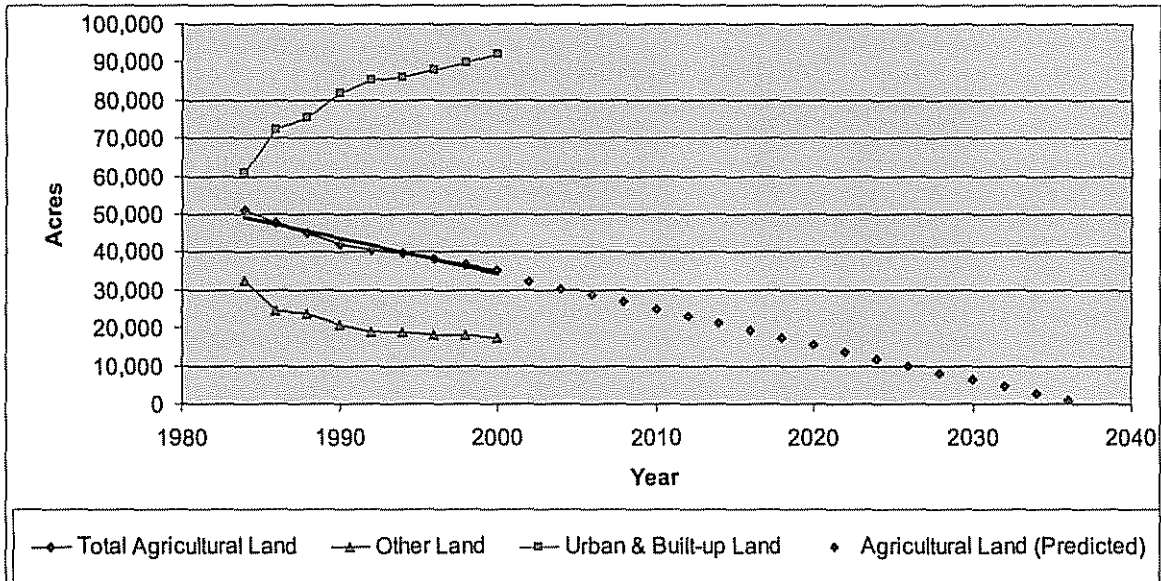


Table 2-6
Predicted Years of Minimal Agricultural Land Use

Prediction	Analysis	Basis	Year
1	1	OBMP data	2007
2a	2	Watermaster Assessment Package and OBMP data	2020
2b	2	Watermaster Assessment Package and FMMP data	2029
3a	2	Watermaster Assessment Package data, Realtor Predictions, and OBMP data	2014
3b	2	Watermaster Assessment Package data, Realtor Predictions, and FMMP data	2022
4	3	FMMP data	2037

3.0 AGRICULTURAL GROUNDWATER PRODUCTION

Agricultural groundwater production is reported in the annual assessment packages. Production data from 1975 through 2002 was analyzed to estimate production rates and predict when agricultural production would be less than 1,000 AFY.

3.1 Historical Production (1975 to 2002)

Groundwater production data for each of the three pools is shown on Figure 3-1. In 1975, the agricultural pool produced 96,567 acre-feet (AF). In 2002, the agricultural pool produced 39,494 AF, which was a reduction of 59 percent from 1975. Production rates were determined for the following three time periods: (1) 1975 through 2002, (2) 1993 to 2002, and (3) 1998 to 2002, and

are listed in Table 3-1. The R^2 value for the 1993 to 2002 production rate indicates an inaccurate interpolation.

Figure 3-1
Groundwater Production (1975 to 2002)

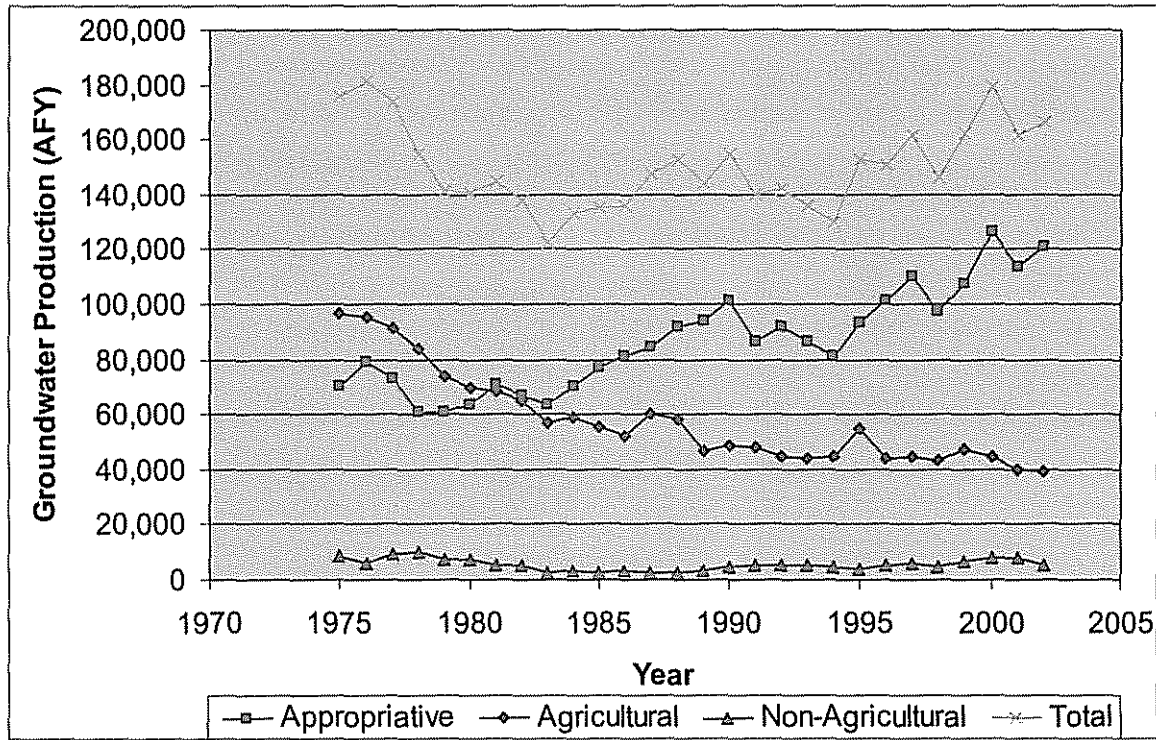


Table 3-1
Agricultural Production Rates

Analysis	Production Rate (AFY)	R^2
(1) 1975 to 2002	-1,827	0.7933
(2) 1993 to 2002	-695	0.2374
(3) 1998 to 2002	-1,529	0.5283

3.2 Predicted Production

The first and third production rates were used to predict when agricultural production would be less than 1,000 AFY. Based on the 1975 to 2002 time period, agricultural production is predicted to be less than 1,000 AFY in 2019, as shown on Figure 3-2. The predicted decrease in agricultural production based on 1998 to 2002 is 1,529 AFY with production predicted to be less than 1,000 AFY in 2028, as shown on Figure 3-3.

Figure 3-2
Prediction 1: Production Reduction (Based on 1975 to 2002)

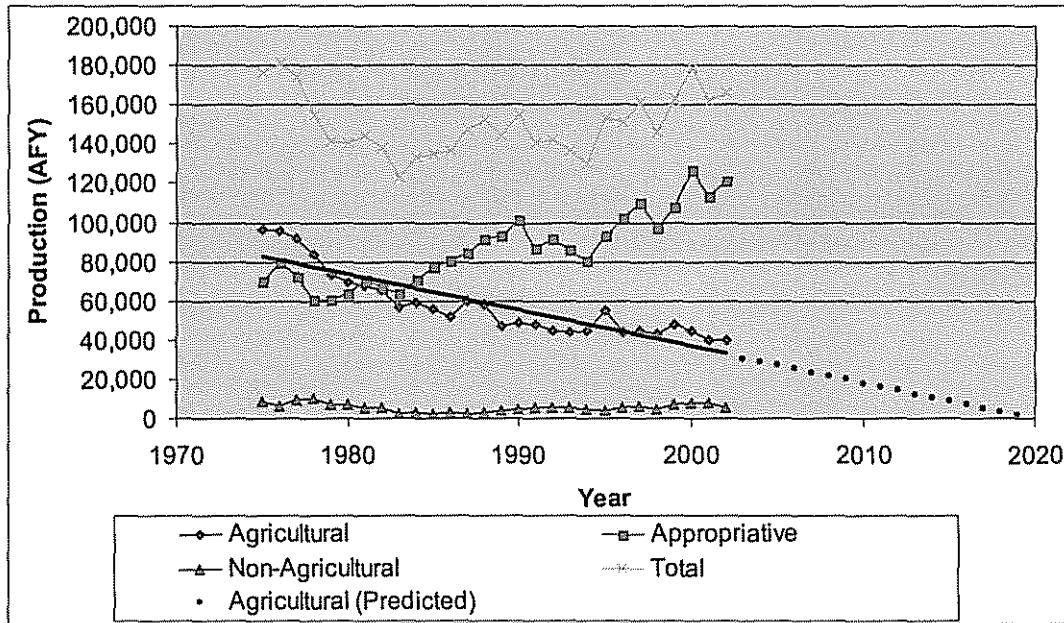
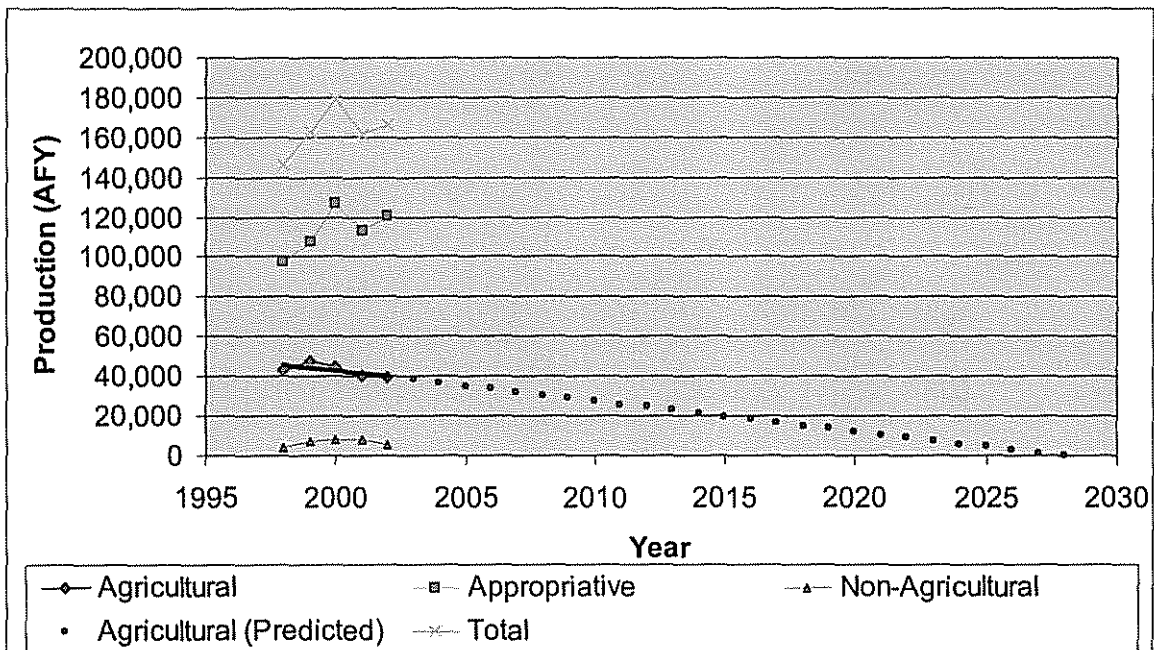


Figure 3-3
Prediction 3: Production Reduction (Based on 1998 to 2002)



4.0 COMPARISON OF AGRICULTURAL LAND USE AND PRODUCTION PREDICTIONS

For assessment purposes, groundwater pumping rights converted prior to and post Peace Agreement were reallocated at the rate of 1.3 AF per acre and 2.0 AF per acre, respectively. Assuming 2.0 AF per acre, the two land conversion rates used for making predictions, 1,914 and 1,099 acres per year, would be equivalent to production reductions of 3,828 and 2,198 AFY, respectively. These calculated production reduction rates are much higher than the historical rate of agricultural groundwater production (1,529 to 1,827 AFY).

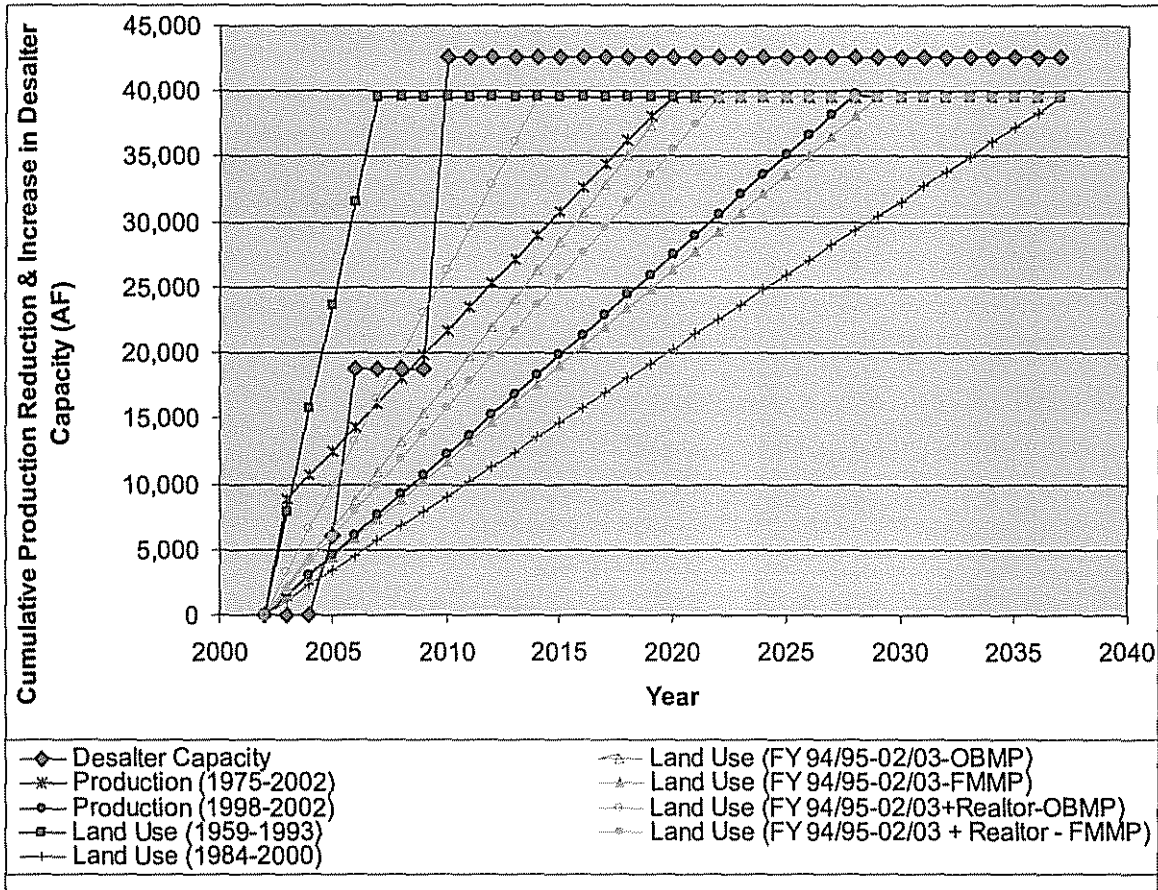
5.0 COMPARISON OF AGRICULTURAL LAND CONVERSION AND PRODUCTION AND DESALTER PRODUCTION

Figure 5-1 shows the planned increases in Desalter capacities and the predicted cumulative reductions in groundwater production based on the four land conversion periods and the two production rates using 2002 as a base year. The agricultural production reductions for the land conversion periods were assumed to be linear and to approach zero production at their respective years of minimal remaining agricultural land.

In 2002, the agricultural groundwater production was 39,494 AF, while Desalter production was 11,220 AF. To maintain the hydraulic control provided by the Desalters, the groundwater production capacity of the Desalters would need to be increased by up to 39,494 AFY to compensate for the loss of agricultural production. Between 2002 and 2010, the Desalters are planned to be expanded to treat an additional capacity of 42,580 AFY.

Based on Figure 5-1, once the Chino I Desalter is expanded and the Chino II Desalter is constructed, six out of the eight predictions show no need to adjust the Desalter expansion schedule. The predictions based on the land conversion rate from 1959 through 1993 OBMP data and assessment package data incorporating realtor predictions based on OBMP land use data show the Desalter schedule would not provide hydraulic control until the 2010 Desalter expansions.

Figure 5-1
Planned Increases in Desalter Capacities Compared to
Predicted Cumulative Decreases in Agricultural Production



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FMMP Land Use in Riverside County (acres)

Riverside County	Prime Farmland	Farmland of Statewide Importance	Unique Farmland	Farmland of Local Importance (dairies)	Grazing Land	Other Land	Urban & Built-up Land	Water	Total Ag Land
2002	4,113	467	161	4,536	0	7,094	15,455	0	9,277
2000	4,662	491	309	4,362	0	6,982	15,019	0	9,824
1998	5,551	507	309	4,320	0	7,241	13,897	0	10,687
1996	6,168	587	241	4,284	0	7,124	13,422	0	11,280
1994	6,569	598	241	4,036	0	7,176	13,206	0	11,444
1992	6,895	654	309	3,842	0	7,336	12,805	0	11,700
1990	7,531	699	331	3,575	0	7,371	12,334	0	12,136
1988	8,838	879	362	2,510	0	7,470	11,782	0	12,589
1986	9,103	915	565	2,016	0	7,197	12,045	0	12,599
1984	9,275	944	650	2,065	0	7,344	11,561	0	12,935

FMMP Land Use in San Bernardino County (acres)

San Bernardino County	Prime Farmland	Farmland of Statewide Importance	Unique Farmland	Farmland of Local Importance	Grazing Land	Other Land	Other Land (dairies)	Urban & Built-up Land	Water	Total Ag Land
2000	10,229	2,018	654	719	2,485	10,448	9,150	77,114	0	16,105
1998	11,438	2,133	689	750	2,293	10,919	8,734	75,861	0	17,303
1996	12,131	2,185	726	790	2,445	11,123	8,792	74,626	0	18,277
1994	12,934	2,507	832	790	2,675	11,739	8,608	72,732	0	19,738
1992	13,387	2,551	854	813	2,512	11,692	8,609	72,289	0	20,117
1990	13,858	2,881	883	885	2,630	13,360	8,751	69,460	0	21,137
1988	14,868	3,011	918	996	3,069	16,461	9,598	63,786	0	22,862
1986	15,747	3,332	1,258	1,069	3,810	17,591	9,750	60,151	0	25,216
1984	16,040	3,860	1,342	1,604	4,655	25,304	10,537	49,366	0	27,501

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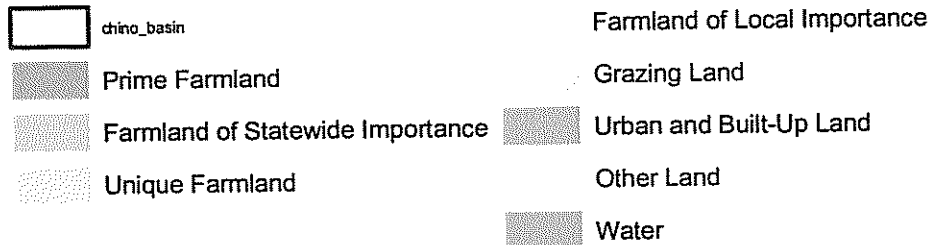
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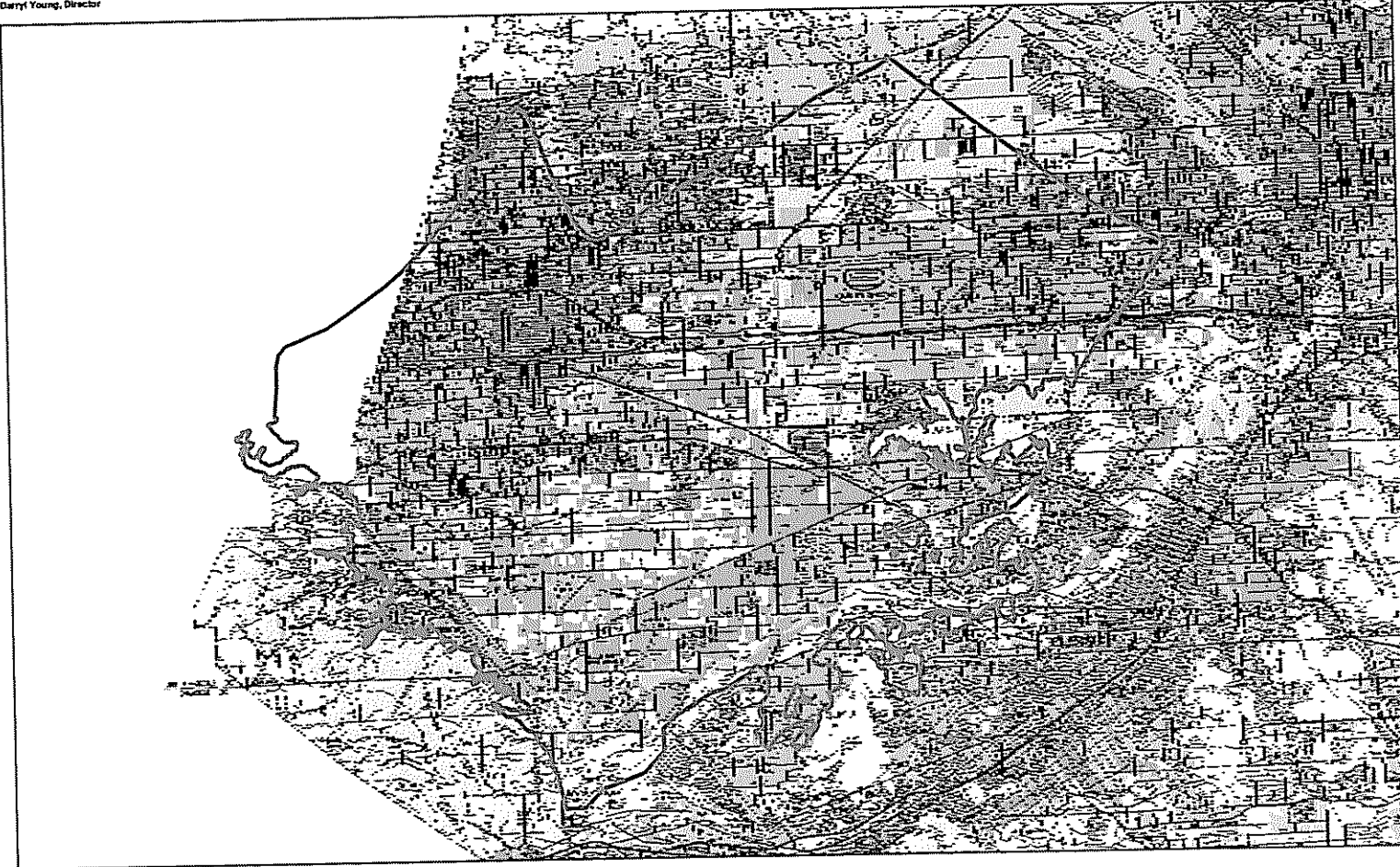
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|  | Farmland of Statewide Importance |  | Urban and Built-Up Land |
|  | Unique Farmland |  | Other Land |
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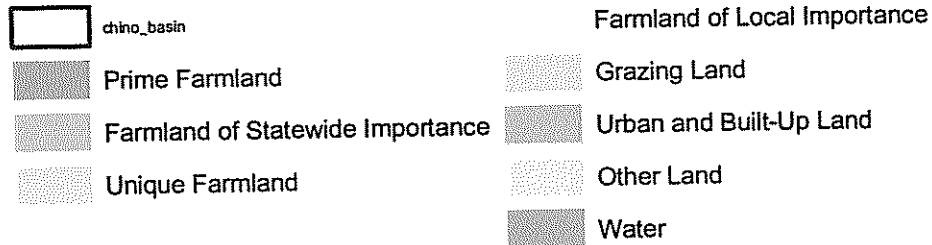
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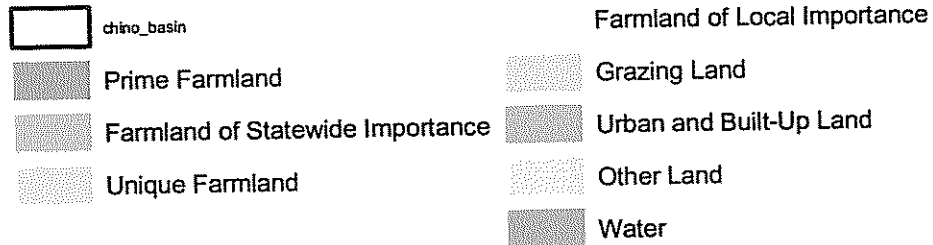
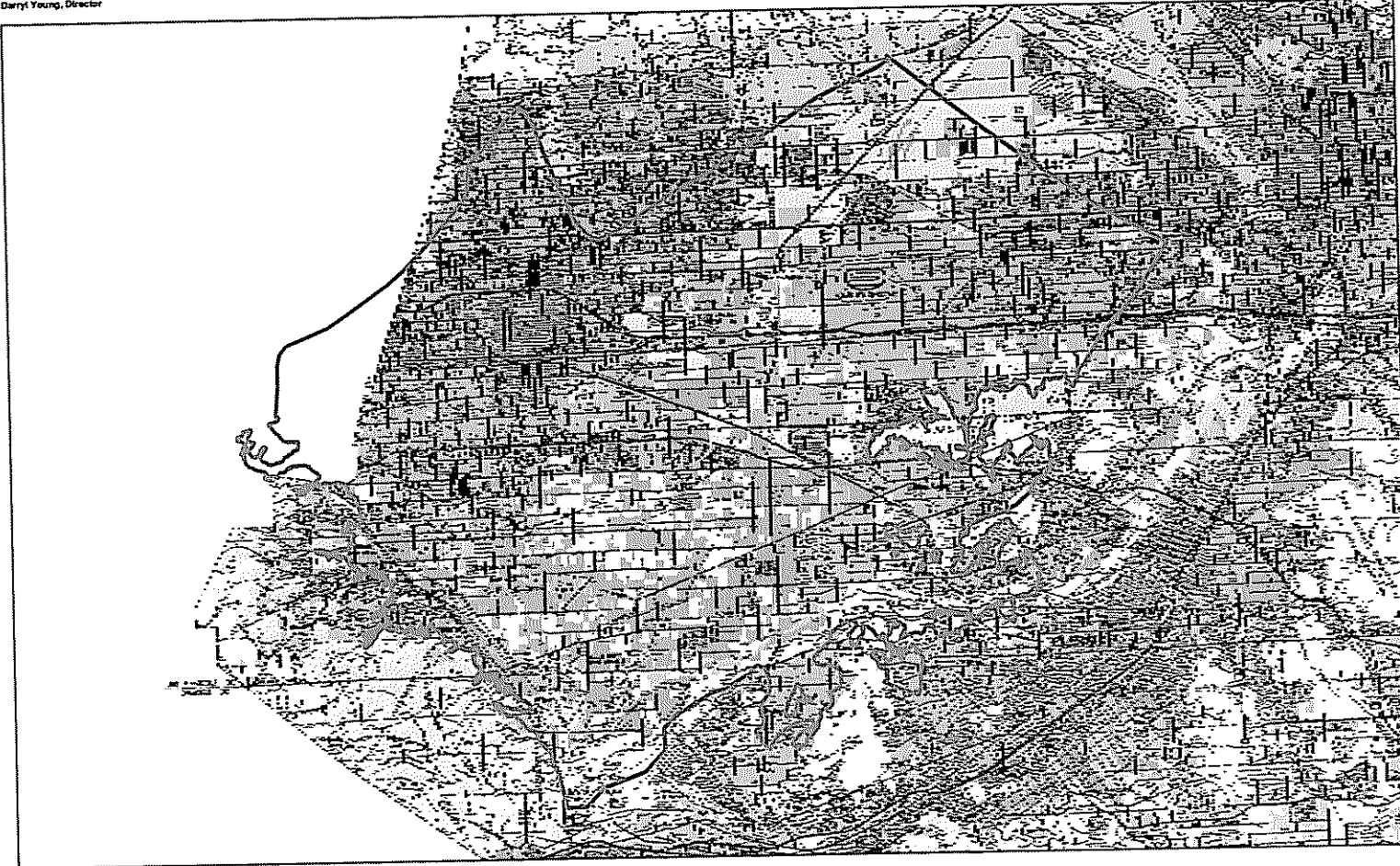
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




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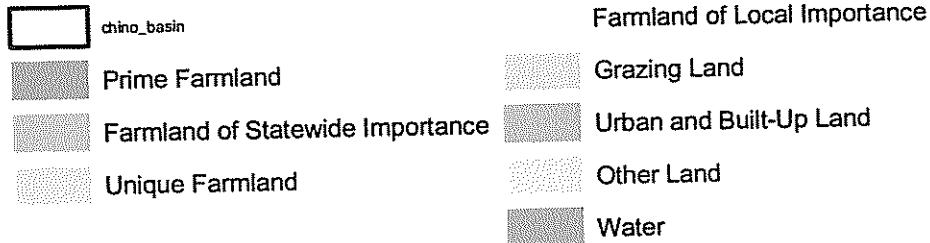
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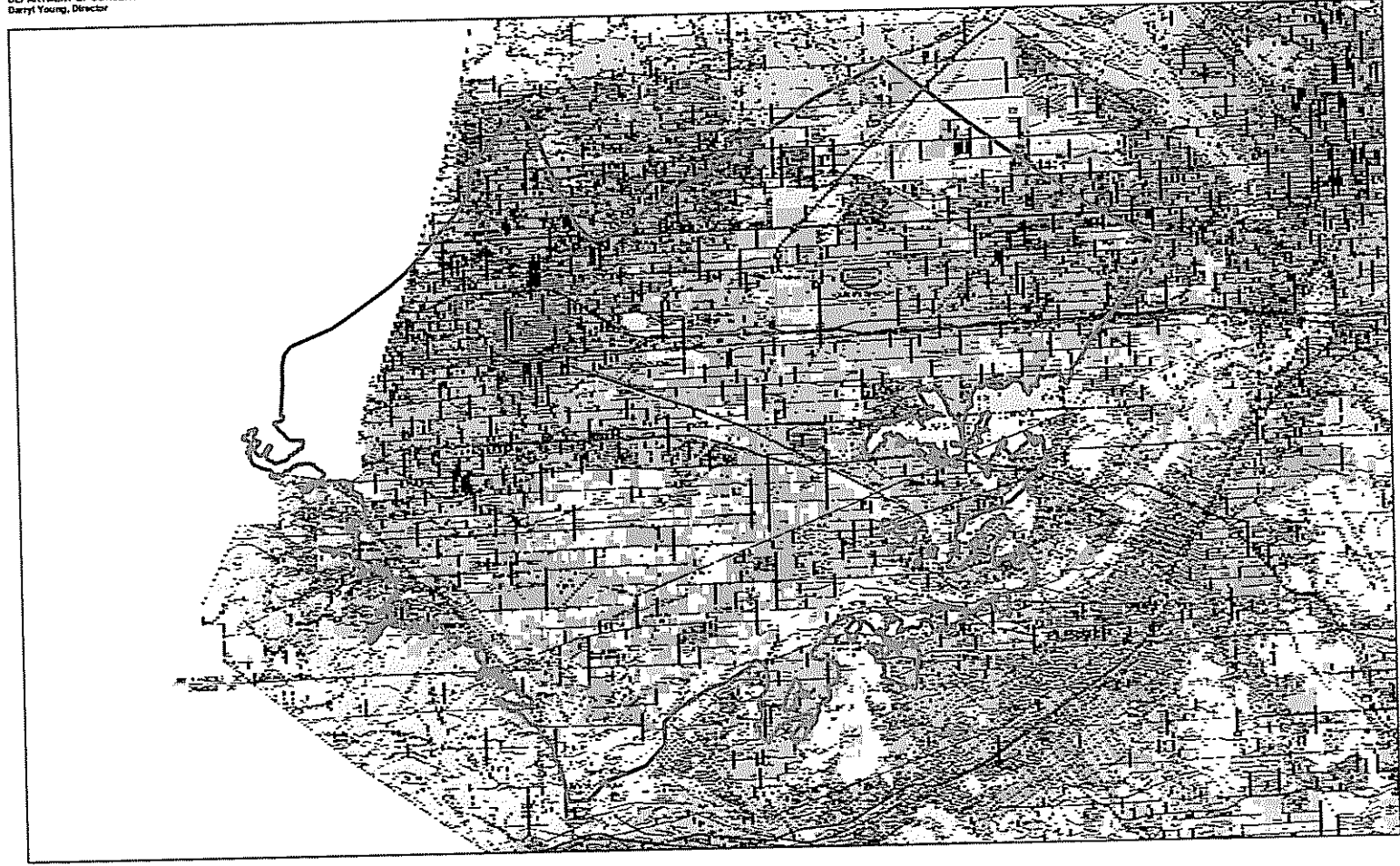











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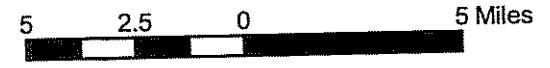
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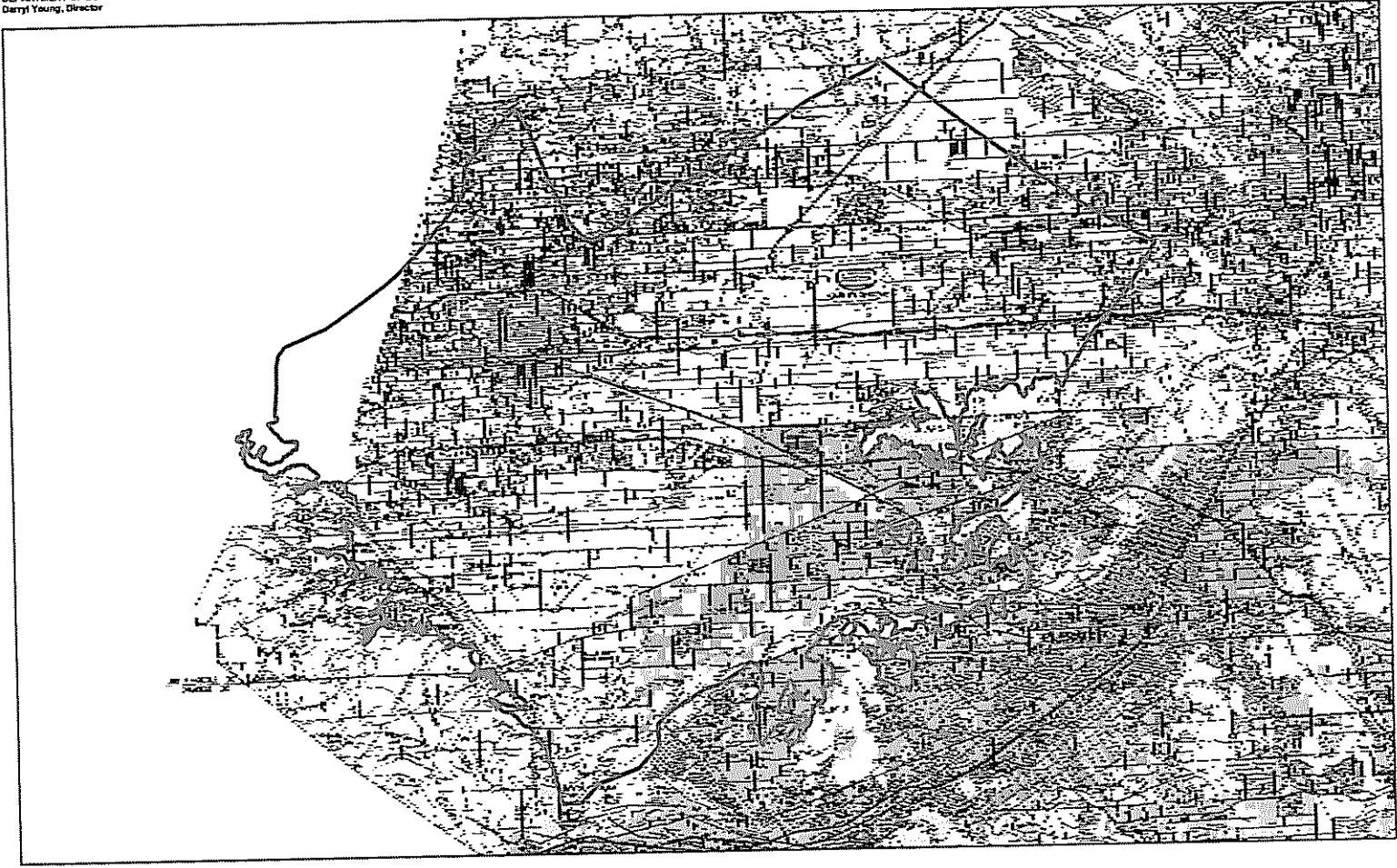











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