



2025 Urban Water Management Plan – Public Draft

JULY 2026

CITY OF UPLAND





CITY OF UPLAND

2025 Urban Water Management Plan – Public Draft

JULY 2026

Prepared by Water Systems Consulting, Inc



ACKNOWLEDGEMENTS

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



Laine Carlson, PE

Spencer Waterman

Sydney Santos, PE

Ariana Lopez

Water Systems Consulting, Inc. would like to acknowledge the significant contributions of the City of Upland. The primary contributors are listed below.



Michelle Madriz

Nicole deMoet

Norberto Ferreira

TABLE OF CONTENTS

1	Introduction	1-1
1.1	Introduction for Upland	1-2
1.2	UWMP Organization and Lay Description	1-3
1.3	UWMPs in Relation to Other Efforts	1-5
1.4	UWMPs and Grant or Loan Eligibility	1-6
1.5	Demonstration of Consistency with the Delta Plan for Participants in Covered Actions	1-6
2	Plan Preparation	2-1
2.1	Basis for Preparing a Plan	2-2
2.2	Regional Planning	2-2
2.3	Coordination and Outreach	2-3
3	System Description	3-1
3.1	General Description	3-2
3.2	Service Area Boundary Maps	3-2
3.3	Service Area Climate	3-4
3.4	Service Area Population and Demographics	3-5
3.5	Land Uses within Service Area	3-7
4	Water Use Characterization	4-1
4.1	Non-Potable Versus Potable Water Use	4-2
4.2	Past, Current, and Projected Water Use by Sector	4-2
4.3	Water Use for Lower Income Households	4-11
4.4	Climate Change Considerations	4-12
5	SB X7-7 Compliance & Future Water Use Efficiency Requirements	5-1
5.1	Compliance and Future Water Use Efficiency Requirements	5-2
6	Water Supply Characterization	6-1
6.1	Potable Water Supply Sources	6-2
6.2	Wastewater and Recycled Water	6-12
6.3	Stormwater	6-17
6.4	Desalinated Water Opportunities	6-18
6.5	Exchanges – Dry Year Yield Program	6-18
6.6	Transfers	6-18
6.7	Supply from Storage	6-19
6.8	Future Water Projects	6-19

City of Upland

6.9	Historic Production and Future Water Supplies.....	6-19
6.10	Climate Change Effects	6-22
6.11	Energy Intensity	6-22
7	Water Service Reliability.....	7-1
7.1	Introduction.....	7-2
7.2	Water Service Reliability Assessment	7-2
7.3	Drought Risk Assessment	7-6
8	Water Shortage Contingency Plan	8-1
8.1	Introduction.....	8-2
8.2	Overview of WSCP Components	8-2
8.3	Water Supply Reliability Analysis	8-3
8.4	Annual Water Supply and Demand Assessment Procedures	8-4
8.5	Water Shortage Levels	8-6
8.6	Shortage Response Actions	8-9
8.7	Communication Protocols.....	8-15
8.8	Compliance and Enforcement	8-16
8.9	Legal Authorities.....	8-17
8.10	Financial Consequences.....	8-17
8.11	Monitoring and Reporting.....	8-18
8.12	Refinement Procedures	8-19
8.13	Special Water Feature Distribution	8-19
8.14	Plan Adoption, Submittal, and Availability.....	8-19
9	Demand Management Measures	9-1
9.1	Introduction.....	9-2
9.2	Existing Demand Management Measures.....	9-2
9.3	Reporting Implementation	9-5
10	Plan Adoption, Submittal, and Implementation	10-1
10.1	Completed Steps for UWMP and WSCP	10-2
10.2	Plan Submittal	10-2
10.3	Public Availability	10-2
10.4	Amending an Adopted UWMP or WSCP	10-2
	References.....	REF-1
Appendix A	DWR Tables	A
Appendix B	DWR Checklist.....	B
Appendix C	Public Hearing Notices	C
Appendix D	Adoption Resolution.....	D

City of Upland

Appendix E 60 Day Notifications E

Appendix F JudgementsF

Appendix G Contingency Ordinance G

Appendix H City of Upland Local Hazard Mitigation Plan H

LIST OF FIGURES

Figure 3-1- City of Upland Service Area	3-3
Figure 3-2- Annual Precipitation from 1989-2025	3-4
Figure 4-1- UWUO Projections by Component, AFY	4-9
Figure 4-2- Historic & Projected Demand Scenarios	4-10
Figure 6-1- Chino Basin Boundary Area	6-4
Figure 6-2- Location of IEUA Regional Water Recycling Plants	6-13
Figure 8-1- City of Upland Crosswalk Comparison Stages.....	8-8

LIST OF TABLES

Table 2-1- Retail - Public Water Systems	2-2
Table 2-2- Plan Identification	2-3
Table 2-3- Supplier Identification	2-3
Table 2-4- Retail - Water Supplier Information Exchange	2-4
Table 3-1- Average Monthly Climate Data	3-5
Table 3-2- SCAG Growth Units & Annual Growth Rates	3-6
Table 3-3- Current and Projected Population	3-6
Table 3-4- Upland Demographic and Socioeconomic Data	3-7
Table 4-1- 2021-2025 Actual Water Use, AF	4-3
Table 4-2- Water Loss Audit Reporting - Retail	4-3
Table 4-3- Progress Towards 2028 Water Loss Standard	4-5
Table 4-4- Total Potable and Non-Potable Water Use - Retail	4-5
Table 4-5- Water Efficiency Standard by Reporting Period	4-6
Table 4-6- UWUO Components Growth Assumptions	4-7
Table 4-7- UWUO Projections by Component, AFY	4-8
Table 4-8- Projected Potable and Non-Potable Water Use - Retail	4-11
Table 4-9- Inclusion in Water Use Projections	4-11
Table 5-1- SB X7-7 2020 Target Progress	5-2
Table 6-1- Groundwater Volume Pumped – Retail	6-2
Table 6-2- Wastewater Collected Within Service Area in 2025	6-14
Table 6-3- Wastewater Treatment and End Uses Within UWMP Service Area in 2025	6-15
Table 6-4- Recycled Water Direct Beneficial Uses - Retail	6-17
Table 6-5- 2020 UWMP RW Projection Compared to 2025 Actual - Retail	6-17
Table 6-6- 2025 Water Supplies - Retail	6-20
Table 6-7- Projected Water Supplies - Retail	6-21
Table 6-8 - Total Utility Approach for Single Water Delivery Products - Energy Reporting	6-23
Table 7-1- Water Supply Reliability Assessment - Retail	7-3

City of Upland

Table 7-2- Normal Year Supply and Demand Comparison - Retail	7-4
Table 7-3- Single Dry Year Supply and Demand Comparison – Retail	7-4
Table 7-4- Five Consecutive Dry Years Supply and Demand Comparison – Retail	7-5
Table 7-5- Five-Year Drought Risk Assessment - Retail	7-7
Table 8-1- Water Shortage Contingency Plan Levels	8-7
Table 8-2- Demand Reduction Actions	8-10
Table 8-3- Communication Protocols.....	8-15
Table 9-1- IEUA Public Education and Outreach Programs	9-4
Table 9-2- City of Upland Program Participation FY 21-25.....	9-5

ACRONYMS & ABBREVIATIONS

°F	degrees Fahrenheit
AF	Acre Foot
AFY	Acre Feet per Year
AWWA	American Water Works Association
CBWCD	Chino Basin Water Conservation District
CCWRF	Carbon Canyon Water Recycling Facility
CDA	Chino Basin Desalter Authority
CII	Commercial, Industrial, and Institutional
CIMIS	California Irrigation Management Irrigation System
CVWD	Cucamonga Valley Water District
CWC	California Water Code
CWOL	Making Conservation a California Way of Life” Regulation
DBCP	Dibromochloropropane
DEW	Discover the Environment and Water
DIM	Dedicated Irrigation Meters
DMM	Demand Management Measures
DRA	Drought Risk Assessment
DWR	California Department of Water Resources
DYY	Dry-Year Yield
DYYP	Dry-Year Yield Program
EOP	Emergency Operations Plan
ERP	Emergency Response Plan
FY	Fiscal Year
GIS	Geographic Information System
GPCD	Gallons per Capita per Day
HET	High Efficiency Toilets
IEUA	Inland Empire Utilities Agency

JPA	Joint Exercise of Powers Agreement
LEF	Landscape Efficiency Factors
LHMP	Local Hazard Mitigation Plan
MGD	Million gallons per Day
MWD	Metropolitan Water District
NTC	National Theatre for Children
OBMP	Chino Basin Optimum Basin Management Program
OSY	Operating Safe Yield
PCE	Perchloroethylene
PPC	Persons-per-connection
PVPA	Pomona Valley Protective Association
PWS	Public Water System
RHNA	Regional Housing Needs Assessment
RP	Regional Water Recycling Plant
RTP	Regional Transportation Plan
RUWMP	Regional Urban Water Management Plan
RW	Recycled Water
SACWTP	San Antonio Canyon Water Treatment Plant
SAWCO	San Antonio Water Company
SCADA	Supervisory Control and Data Acquisition System
SCAG	Southern California Association of Governments
SGMA	Sustainable Groundwater Management Act
TAZ	Transportation Analysis Zones
TCE	trichloroethylene
TCP	1,2,3-Trichloropropane
TDS	Total Dissolved Solids
TVMWD	Three Valleys Municipal Water District
U.S. EPA	United States Environment Protection Agency
UWMP	Urban Water Management Plan
UWUO	Urban Water Use Objective
WBIC	Weather based Irrigation Controllers

WECWC	West End Consolidated Water Company
WEWAC	Water Education Water Awareness Committee
WFA	Water Facilities Authority
WSAP	Water Supply Allocation Plan
WSCP	Water Shortage Contingency Plan
WUE	Water Use Efficiency
WWRF	Wastewater Recycling Facility
WWTP	Wastewater Treatment Plant

1 Introduction

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

IN THIS SECTION

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

1.1 Introduction for Upland

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

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

Upland is classified as an urban water supplier because it serves more than 3,000 customers (i.e. individual metered accounts) and it directly supplies more than 3,000 acre-feet per year (AFY) of water annually to its customers as detailed in Section 2.1

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

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

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

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

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

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

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

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

1.2 UWMP Organization and Lay Description

The 2025 UWMP is organized as follows:

Section 1 – Introduction and Lay Description

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

Section 2 – Plan Preparation

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

and retail agencies and the community, as well as its notification process to the cities and county it serves.

Section 3 – System Description

This section describes Upland's water system, service area, population demographics, local climate, and land uses. Upland is located in San Bernardino County near the San Gabriel Mountains. The service area is bounded by neighboring cities and natural features, with a semi-arid Mediterranean climate characterized by mild winters, warm summers, and average annual precipitation of 15.39 inches. Population projections grow from approximately 81,580 in 2025 to 88,143 by 2050, with corresponding increases in households and employment.

Section 4 – Water Use Characterization

This section describes and quantifies the current and projected water uses through 2050 within the water service area. Upland's water use includes potable water primarily for single-family residential, commercial, and landscape irrigation sectors, with a small portion of recycled water for non-potable uses. Water use in 2025 totaled 17,960 AFY, with single-family residential accounting for 66% of use. The plan anticipates reductions in residential indoor and outdoor use, commercial irrigation, and real water loss, with total projected demand decreasing from 16,552 AFY in 2030 to approximately 14,578 AFY by 2050.

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

This section describes water use targets and baselines pursuant to the Water Conservation Act of 2009, also known as Senate Bill 7 of Special Extended Session 7 (SBX7-7). SBX7-7 required all water suppliers to increase water use efficiency to decrease per-capita water consumption by 20 percent by the year 2020. The City met its targeted reduction of 220 gallons per capita per day (GPCD). In 2025, the City had a GPCD of 196.

Section 6 – Water Supply Characterization

This section describes and quantifies the current and projected potable and non-potable water supplies. The City's water supply includes imported water, groundwater, surface water, and recycled water. In 2025, Upland had a total potable supply of 17,960 AFY, and 18,608 AFY including non-potable. In 2050, Upland's supplies are projected to be 23,926 AFY potable and 560 AFY non-potable.

Section 7 – Water Service Reliability

This section describes the water service reliability through 2050 and includes the Drought Risk Assessment (DRA) for the next five years. The City conducted a comprehensive water service reliability assessment for normal, single dry, and five consecutive dry years through 2050. The assessment concluded that Upland can meet demands under all scenarios without shortages, supported by a diverse supply portfolio.

Section 8 – Water Shortage Contingency Plan

The WSCP details procedures for handling potential shortages affecting Upland. The WSCP features annual water supply and demand assessment procedures, six water shortage stages

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

Section 9 – Demand Management Measures

This section describes Upland’s efforts to promote conservation and reduce water demand, including discussions of specific demand management measures. Upland implements a comprehensive suite of demand management measures (DMMs) to promote water use efficiency, including water waste prevention ordinances, universal metering of customers, conservation pricing with tiered rates, and more. The City plans to expand conservation efforts to meet increasingly stringent state standards, including identifying inefficient water users, enhancing irrigation management, and increasing incentives for landscape transformation.

Section 10 – Plan Adoption, Submittal, and Implementation

This chapter summarizes the various requirements to adopt and submit a UWMP and WSCP. Details on public hearing dates, notification letters to local agencies, and how to submit or amend a plan are discussed. Notifications were sent to cities, counties, and relevant agencies at least 60 days prior to the public hearing. The 2025 UWMP and WSCP were made available for public review in July 13 and 20, 2026, with a public hearing held on July 27, 2026. Upland adopted the UWMP and WSCP and submitted them to DWR and the California State Library within 30 days of adoption. The plan is available online and at Upland’s headquarters for public inspection. Procedures for amending the UWMP or WSCP involve public hearings, adoption, and timely submissions to state and local entities.

1.3 UWMPs in Relation to Other Efforts

The City’s 2025 UWMP was prepared in coordination with land use planning agencies as described in Section 2.3.

In addition to the 2025 UWMP, the City is involved in several internal and external planning efforts. Upland collaborates with a variety of stakeholders to achieve consistency between various planning documents locally and regionally. The City is a member agency of various wholesale agencies including the Inland Empire Utilities Agency (IEUA), San Antonio Water Company (SAWCo), and the Water Facilities Authority (WFA). IEUA, SAWCo, and WFA have each prepared 2025 UWMPs that are incorporated in the City’s 2025 UWMP by reference. In addition, the City provided its 2025 UWMP to IEUA, SAWCo, and WFA, which includes water use and supply projections in five-year increments for a normal year, a single dry year, and a five consecutive year drought over the next 25 years.

1.4 UWMPs and Grant or Loan Eligibility

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

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

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

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

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

2 Plan Preparation

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

IN THIS SECTION

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

2.1 Basis for Preparing a Plan

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

- Served a population of approximately 81,580 people
- Supplied approximately 17,960 AFY of potable water to its customers.
- Maintained 20,132 connections.

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

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

Pursuant to CWC requirements, Upland’s 2025 UWMP incorporates DWR’s standardized tables for the reporting and submittal of UWMP data. Upland also submitted the UWMP data (from the standardized tables) electronically through DWR’s Online Submittal Tool.

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

Table 2-1- Retail - Public Water Systems

Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025
CA3610050	City of Upland	20,132	17,960 AFY
Total:		20,132	17,960

2.2 Regional Planning

Upland is a member of IEUA. IEUA is a member agency of the Metropolitan Water District of Southern California (MWD), the regional wholesaler of imported water. Upland coordinated the development of this UWMP with IEUA. In accordance with the UWMP Act, Upland provides its imported water needs to IEUA. IEUA and MWD document available quantities of imported supplies and reliability of those supplies for retailers in their respective regional UWMPs. References are made to these documents. Table 2-2 indicates that Upland’s UWMP is an

City of Upland

individual plan. Upland is also a member agency of IEUA which formed an alliance to regionally meet SB X7-7 requirements.

An individual agency, such as Upland, can meet its urban water use target within its retail service area or through a regional alliance. Although the IEUA alliance reports the achievement of SB X7-7 targets and baseline estimates as a group, and thus compliance with the targets is adequate for individual agencies pursuing grants and loans, this document discusses Upland's compliance with the targets.

Table 2-2- Plan Identification

Select Only One	Type of Plan
☒	Individual UWMP
☐	Regional Urban Water Management Plan (RUWMP)

Table 2-3 identifies Upland as a retail agency. This UWMP presents water consumption and production data in fiscal year beginning July 1 of each year. The quantities presented in this document are consistently presented in acre-feet (AF).

Table 2-3- Supplier Identification

Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☒	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☐	UWMP Tables are in calendar years
☒	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
07/01	
Units of measure used in UWMP	
Unit	AF

2.3 Coordination and Outreach

Upland coordinated with multiple neighboring and stakeholder agencies as well as the public to prepare the 2025 UWMP. The coordinated efforts were conducted to 1) inform these entities of

Upland's efforts and activities; 2) gather high quality data for use in developing this UWMP; and 3) coordinate planning activities with other related regional plans and initiatives.

2.3.1 Wholesale and Retail Coordination

Upland worked with IEUA and other water suppliers to provide consistency in its exchange of data and information, as presented in Table 2-4. Compliance with the coordination, noticing, and reporting requirements for UWMP is presented in Section 10.

Table 2-4- Retail - Water Supplier Information Exchange

The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631 (h).	
Wholesale Water Supplier Name	
Inland Empire Utilities Agency	
Water Facilities Authority	
San Antonio Water Company	
Monte Vista Water District	

2.3.2 Coordination with Other Agencies and the Community

The City is a retail water supplier that serves customers in the City of Upland. The City is required to coordinate the preparation of the UWMP with appropriate agencies in the area, including appropriate water suppliers that share a common source. Therefore, the City coordinated the preparation of its 2025 UWMP with the following:

- Chino Basin Watermaster
- City of Chino
- City of Chino Hills
- Cucamonga Valley Water District
- Inland Empire Utilities Agency
- City of Ontario
- Monte Vista Water District
- San Antonio Water Company
- Water Facilities Authority
- County of San Bernardino

Per Government Code 6066, the public hearing was noticed in the Daily Bulletin-SB newspaper on July 13, 2026 , and noticed again on July 20, , 2026. The hearing notices are attached as Appendix C. The public hearing was held on July 27, 2026 at the City Council meeting prior to

the UWMP and WSCP adoption. In addition, the City maintained a copy of the 2025 UWMP and WSCP in its office and at XX prior to the public hearing.

The Final 2025 UWMP and WSCP were formally adopted by the City Council on July 27, 2026. A copy of the Adoption Resolution is included in Appendix D. A hard copy of the City's Final 2025 UWMP and WSCP were sent to the California State Library, DWR (electronically using the WUEdata reporting tool), and all cities and counties within the City's service area within 30 days of adoption. To fulfill the requirements of Water Code Section 10642 of the UWMP Act, the City made the Final 2025 UWMP available online July 13, 2026 and at the City's public office during normal business hours, for public review within 30 days of adoption.

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

2.3.3 Notice to Cities and Counties

CWC Section 10621 requires that suppliers notify cities and counties to which they serve water that the UWMP and WSCP are being updated and reviewed. The CWC specifies that this must be done at least 60 days prior to the public hearing. To fulfill this requirement, Upland sent letters of notification of preparation of the 2025 UWMP and 2025 WSCP to all cities and counties within Upland's service area 60 days prior to the public hearing. A copy of the notification letters sent to these agencies is provided in Appendix E.

3

System Description

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

IN THIS SECTION

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

3.1 General Description

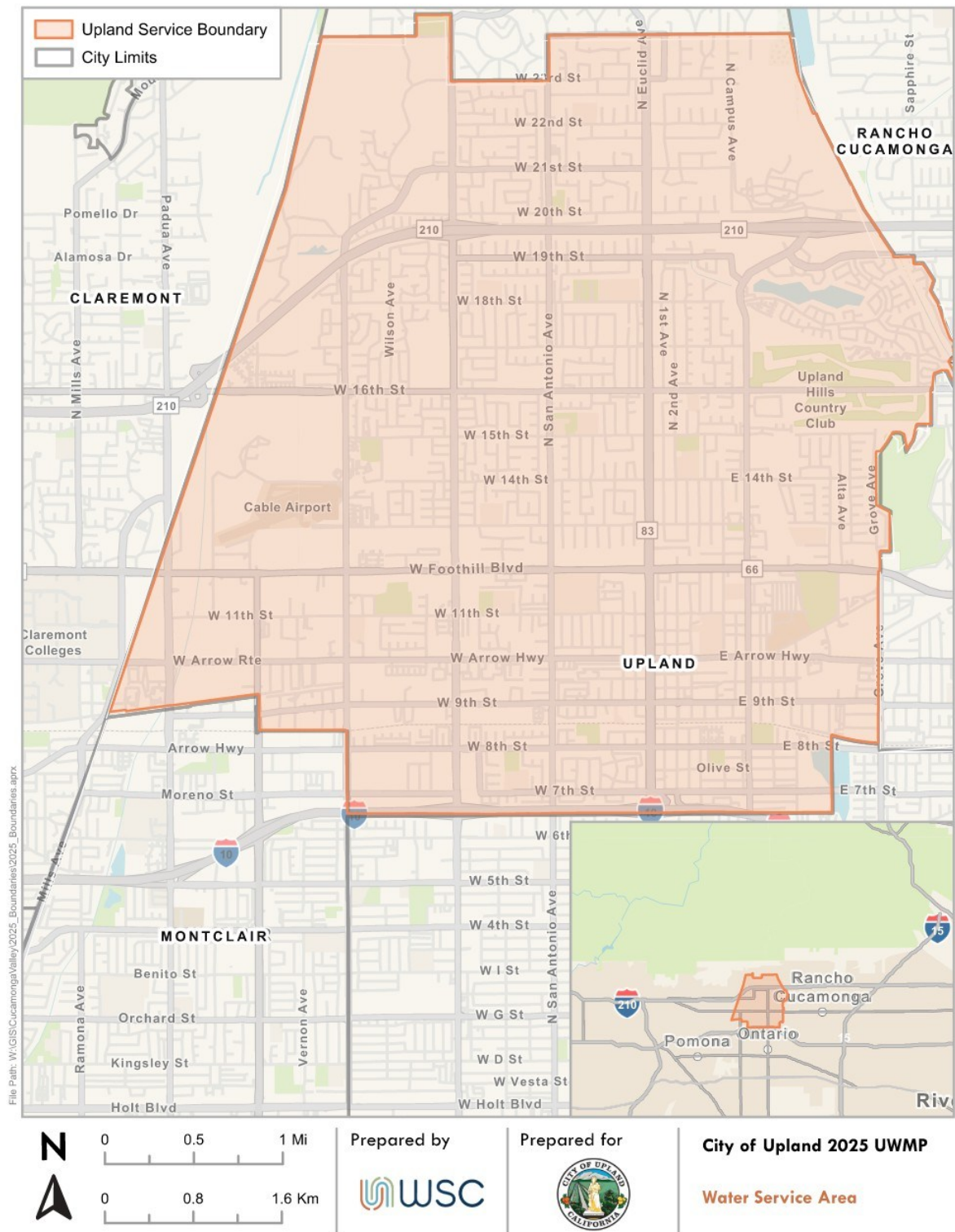
Upland is located approximately 35 miles east of Los Angeles in San Bernardino County at the base of the San Gabriel Mountains. The City of Upland Water Division operates under the Public Works Department and is committed to delivering safe, reliable, and high-quality drinking water to its residents. It sources water from a mix of local groundwater, surface water from San Antonio Canyon, and imported water through regional partnerships. The agency also utilizes recycled water for irrigation in parks, schools, and landscaped areas. Its mission emphasizes environmental stewardship, regulatory compliance, and cost-effective service delivery.

3.2 Service Area Boundary Maps

Figure 3-1 shows the City of Upland service area boundary map and surrounding area. Upland is located in San Bernardino County directly south of the San Gabriel Mountain range. As shown in Figure 3-1, the western boundary of Upland generally coincides with the boundary between San Bernardino and Los Angeles counties. The northern boundary is with the same as the southern boundary of the San Antonio Heights residential community and the San Gabriel Mountains. The San Bernardino Freeway (Interstate 10) marks the southern boundary, and the Cucamonga Flood Channel generally coincides with the north-eastern boundary. Upland has common boundaries with the incorporated cities of Claremont to the west, Montclair to the southwest, Ontario to the south, and Rancho Cucamonga to the east.

City of Upland

Figure 3-1- City of Upland Service Area



3.3 Service Area Climate

Upland's service area climate is a semi-arid, Mediterranean environment with mild winters, warm summers, and moderate rainfall. Climate data from the California Irrigation Management Information System (CIMIS) Station No. 78 in Pomona collected from March 1989 through July 2025. On average, the annual total precipitation is 15.39 inches, with most of the precipitation occurring between December and March. Records show that the monthly average precipitation ranges from 0.16 inches to 3.33 inches. The annual average total evapotranspiration (ETo) is 48.40 inches with an average monthly ETo of 4.16 inches. The highest ETo is experienced between May and August, with the peak occurring in July. Upland's average monthly high temperature ranges from about 53 to 74 degrees Fahrenheit (°F), with an average annual temperature of 62.51°F. Figure 3-2 shows the annual precipitation from 1989 through 2025 and illustrates which years fall above or below the annual average precipitation for this period. As shown by this figure, 2022 was the driest year since 2020, the peak of the most recent drought, making water management more critical to ensure communities are prepared for the next drought. Table 3-1 shows the monthly averages for temperature, precipitation, and Eto.

Figure 3-2- Annual Precipitation from 1989-2025

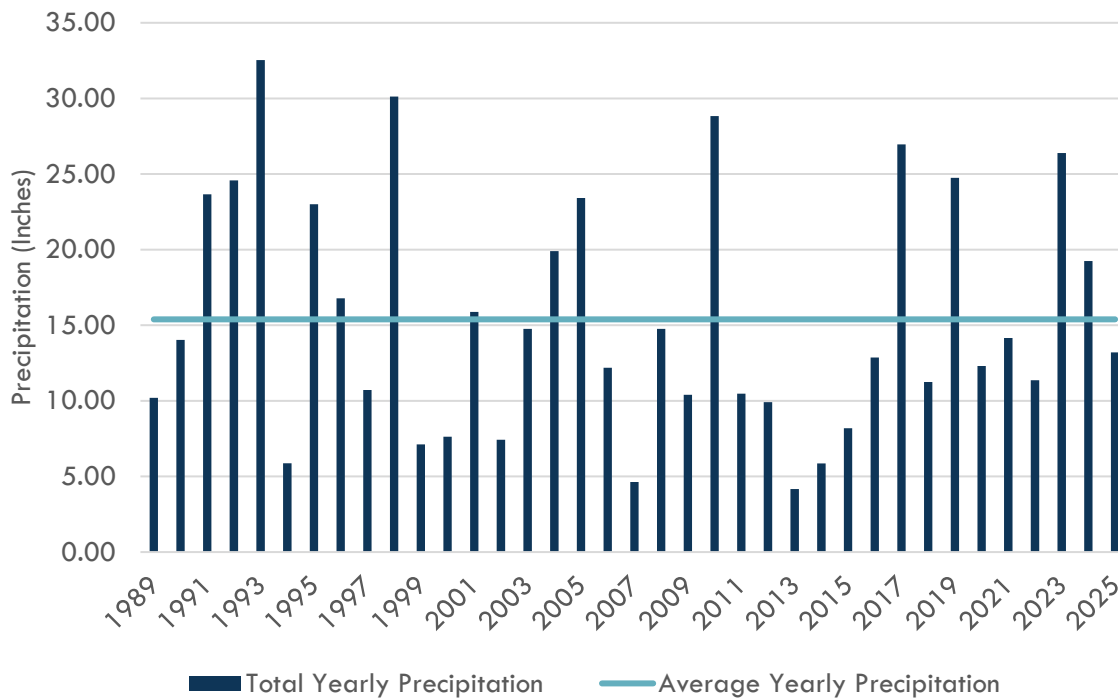


Table 3-1- Average Monthly Climate Data

MONTH	AVERAGE TEMPERATURE (°F)	AVERAGE PRECIPITATION (INCHES)	AVERAGE ETO (INCHES)
January	53.44	3.11	1.97
February	54.66	3.33	2.47
March	56.75	2.33	3.76
April	59.78	1.03	4.74
May	63.17	0.42	5.22
June	68.18	0.22	6.00
July	72.95	0.16	6.74
August	73.71	0.27	6.48
September	71.44	0.48	4.93
October	65.18	0.82	3.51
November	58.18	1.06	2.36
December	52.54	2.46	1.79
MONTHLY AVERAGE:	62.51	1.31	4.16

SOURCES: California Irrigation Management System (CIMIS) data provided from Station No. 78 in Pomona, Los Angeles County, March 14, 1989 to July 31, 2025 <http://www.cimis.water.ca.gov/cimis/welcome.jsp>.

3.4 Service Area Population and Demographics

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

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

	2019	2035	2050
Population			
Projection (SCAG)	78,827	81,906	86,416
Annual Growth Rate (Calculated)	-	0.24%	0.36%
Employment			
Projection (SCAG)	39,265	42,311	44,219
Annual Growth Rate (Calculated)	-	0.47%	0.29%
Households			
Projection (SCAG)	27,459	30,868	33,175
Annual Growth Rate (Calculated)	-	0.73%	0.48%

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

Table 3-3- Current and Projected Population

POPULATION SERVED	2020 ¹	2025 ²	2030	2035	2040	2045	2050
TOTAL:	79,007	81,580	82,562	83,543	85,077	86,610	88,143

¹ 2020 Census Population Data

² Assumes a calculated 2020 PPC factor of 4.1

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

Table 3-4- Upland Demographic and Socioeconomic Data

Race and Ethnicity	
Hispanic or Latino	39%
White	32%
Black or African American	9%
American Indian and Alaska Native	<1%
Asian	15%
Native Hawaiian and Pacific Islander	<1%
Other or Multiple Races	5%
Income and Households	
Median Household Income	\$105,336
Percent Living at or Below Poverty Line	7%
Percent of households owning home	56%
Vacancy Rate	3%

Sources

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

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

3.5 Land Uses within Service Area

The City of Upland provides water service to a population of approximately 79,000 people across nearly 15 square miles. A range of development and growth scenarios were considered as part of this plan, with the projected population growing to between 81,580 and 88,143 by 2050, shown in Table 3-3. The City is mostly (95 percent) built out and primarily residential (roughly 70 percent), with industrial and commercial use making up the majority of the remaining development. Future growth is expected to occur primarily through infill, redevelopment, and accessory dwelling units (ADUs). Future land use considered input from the Regional Housing Needs Allocation (RHNA) and the city's 2021-2029 Housing Element, with the expectation that the city will continue to add residential units, including ADUs, in line with the local and regional housing needs.

4 Water Use Characterization

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

IN THIS SECTION

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

4.1 Non-Potable Versus Potable Water Use

Chapter 4 addresses Upland's potable water demands. Recycled water demands are addressed separately in Section 6.2.2. Raw water is not served by the City and is not applicable.

4.2 Past, Current, and Projected Water Use by Sector

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

4.2.1 Water Use Sectors Listed in Water Code

Water suppliers are required to identify water uses to the extent that records are available, for each of the applicable water use sectors identified in CWC 10631(d). Upland primarily serves potable water to customers, though it does supply a small amount of recycled water. Recycled water uses are described in Section 6.

Upland serves the following water uses:

Single Family

Single family residential customers are typically on a lot with a free-standing building containing one dwelling unit that may include a detached secondary dwelling. Multi-family residential customers are categorized with single family and are typically multiple dwelling units within one building or several buildings within one complex.

Commercial

Commercial customers typically provide or distribute a product or service. Upland categorizes all non-residential customers, except Landscape, as commercial.

Landscape

Upland tracks the water use for landscape irrigation.

Distribution System Water Losses

Distribution system water losses are the water losses from the point of water entry to the distribution system to the delivery point to the customer's system. Water losses are discussed in Section 4.2.3.

4.2.2 Past Water Use

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

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

Use Type	2021	2022	2023	2024	2025	% Average
Single Family	13,379	12,658	9,887	10,413	11,686	66%
Commercial	3,395	2,278	1,996	2,035	2,337	14%
Landscape	3,041	2,731	1,915	1,979	2,530	14%
Other	314	747	563	525	614	3%
Losses	(832)	91	1,259	1,074	793	3%
TOTAL:	19,297	18,505	15,620	16,026	17,960	

4.2.3 Distribution System Water Losses

Distribution system water losses are the physical potable water losses from the point of water entry to the distribution system to the point of delivery to the customer's system. Water loss can result from aging infrastructure, leaks, seepage, theft, metering inaccuracies, data handling errors, and other causes. Addressing water losses can increase water supplies and recover revenue. Upland monitors its water loss and prepares an annual American Water Works Association (AWWA) Water Audit to estimate the volume of water loss. Upland will submit all required water loss audits to the State, targeting submission in 2026 as shown in Table 4-2.

Table 4-2- Water Loss Audit Reporting - Retail

Public Water System ID # Reported in Table 2-1R	Reporting Period	Submitted to DWR Water Loss Audit Program
CA3610050	2020	No
	2021	No
	2022	No
	2023	No
	2024	No

DWR NOTES:

2020 AWWA: Targeting submission 2026

2021 AWWA: Targeting submission 2026

2022 AWWA: Targeting submission 2026

2023 AWWA: Targeting submission 2026

2024 AWWA: Targeting submission 2026

CWC Section 10608.34 required the State Water Resources Control Board (State Water Board) to develop water loss performance standards for urban retail water suppliers to minimize water

waste through system leaks. Water loss performance standards were developed through a rulemaking that became effective in 2023. Under the regulations, each supplier will be required to comply, by 2028, with an individualized volumetric water loss standard based on real loss, using the economic model developed by the State Water Board and the supplier's own unique data. Real loss is the physical loss of water from water distribution systems, as opposed to apparent losses, which are revenue losses due to meter inaccuracies, billing errors or unauthorized consumption. A supplier's baseline water loss is calculated as the average water loss from at least 3 of the 4 water loss audits from 2017 – 2020. The real water loss performance standard is based on gallons per service connection per day (gpscd), or gallons per mile of pipe per day (gpmf), depending on how the supplier reports real loss. Post-2028 compliance with volumetric water loss standards will be assessed every three years based on the average of the supplier's real loss from the preceding three years, with an allowed variation of 5 gallons per connection per day above the supplier's water loss standard. Apparent loss standards are equal to the baseline apparent loss and compliance is evaluated at the same time as compliance with the Real Water Loss Performance Standard.

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

Based on data released by the State on January 30, 2026, the City's baseline real water loss is 26.9 gpscd and the real water loss standard is 26.9 gpscd, and the apparent loss standard is the baseline of 24.9 gpscd. As shown in Table 4-3, based on the most recent water loss audit from 2017, the City has not yet met the real water loss performance standard, but is working toward that goal by 2028. Section 9 discusses District's programs to assess and manage distribution system real loss.

Table 4-3- Progress Towards 2028 Water Loss Standard

Public System ID # Reported in Submittal Table 2-1R	CA3610050
Did the Water Board Calculate a Water Loss Standard for this Public System?	Yes
2028 Real Water Loss Standard per Unit per day	26.9
Units for Real Water Loss Standard	gpscd
Number of Units	20,826
Volume of Total Real Water Loss (from AWWA Water Loss Audit)	540
2025 or Most Recent Year Real Water Loss per Unit per Day	XX23.2
2028 Apparent Water Loss Standard per Unit per Day	24.9
Units for Apparent Water Loss	gpscd
Number of Connections	20,826
Volume of Total Apparent Loss (from AWWA Water Loss Audit)	821
2025 or Most Recent Year Apparent Water Loss per Unit per Day	35.2

4.2.4 Current Water Use

In 2025, the City provided 17,960 AF of water to its customers as shown in Table 4-4.

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

Use Type	Level of Treatment When Delivered	2025 Volume
Single Family	Potable	11,686
Commercial	Potable	2,337
Landscape	Potable	2,530
Other	Potable	614
Distribution Water System Losses	Potable	793
Total		17,960

4.2.5 Projected Water Use

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

$$\text{UWUO} = \text{Residential Indoor Water Use Budget} + \text{Residential Outdoor Water Use Budget} + \text{Commercial, Industrial, and Institutional (CII) Dedicated Irrigation Meters (DIM) Outdoor Water Use Budget} + \text{Real Water Loss Budget}$$

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

Table 4-5- Water Efficiency Standard by Reporting Period

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

¹ Budget = Supplier standard for real water loss (gallons per service connection per day) applied to total service connections.

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

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

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

Table 4-6- UWUO Components Growth Assumptions

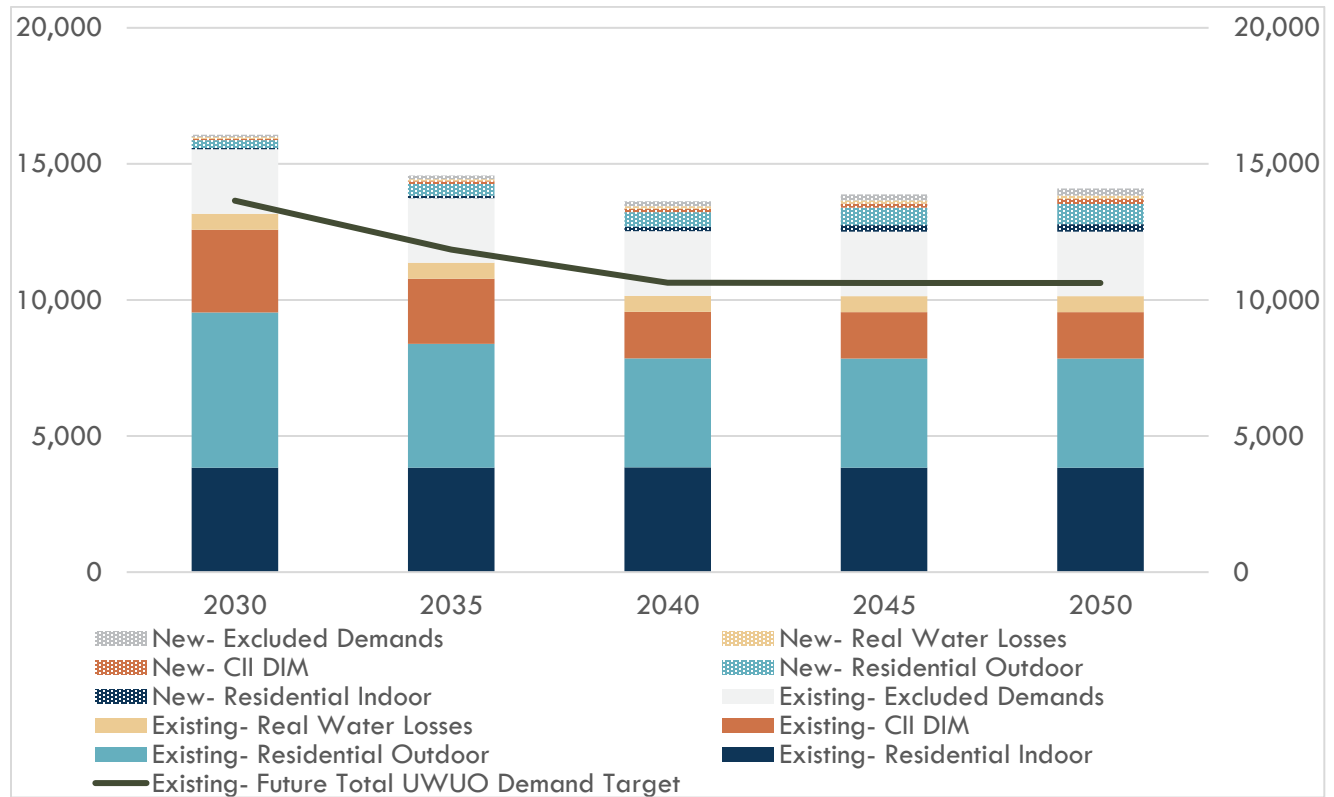
UWUO Component	Supplier Input Data	Input Data for Growth	Associated Assumption
Residential Indoor	Population	2025-2050 population	See Section 3.4.
Residential Landscape	Landscape area & annual climate data	2025 Irrigable Irrigated Residential Landscape Area per Service Connection scaled to future connections.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

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

Table 4-7- UWUO Projections by Component, AFY

	2030	2035	2040	2045	2050
Existing- Residential Indoor	3,838	3,838	3,849	3,838	3,838
Existing- Residential Outdoor	5,701	4,549	4,007	4,007	4,007
Existing- CII DIM	3,041	2,395	1,710	1,710	1,710
Existing- Real Water Losses	587	587	589	587	587
<i>Existing- Future Total UWUO Demand Target</i>	13,650	11,851	10,637	10,625	10,625
<i>Existing- Excluded Demands</i>	2,370	2,370	2,370	2,370	2,370
<i>Existing- Total Demand</i>	16,020	14,221	13,007	12,995	12,995
New- Residential Indoor	46	92	165	237	274
New- Residential Outdoor	289	433	537	640	741
New- CII DIM	47	95	126	158	183
New- Real Water Losses	63	78	94	109	127
<i>New- Total UWUO Demand</i>	445	698	922	1,144	1,324
<i>New- Excluded Demands</i>	87	137	180	224	259
<i>New- Total Demand</i>	533	835	1,102	1,368	1,584
<i>Existing & New- Total UWUO Demand</i>	14,095	12,549	11,559	11,769	11,949
<i>Existing & New- Excluded Demands</i>	2,457	2,507	2,550	2,594	2,629
<i>Existing & New- Total Demand</i>	16,552	15,056	14,109	14,363	14,578

Figure 4-1- UWUO Projections by Component, AFY



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

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

Figure 4-2 shows the UWUO projection scenario and Table 4-8 presents the projected demand by customer type through 2050 for this UWMP.

Figure 4-2- Historic & Projected Demand Scenarios

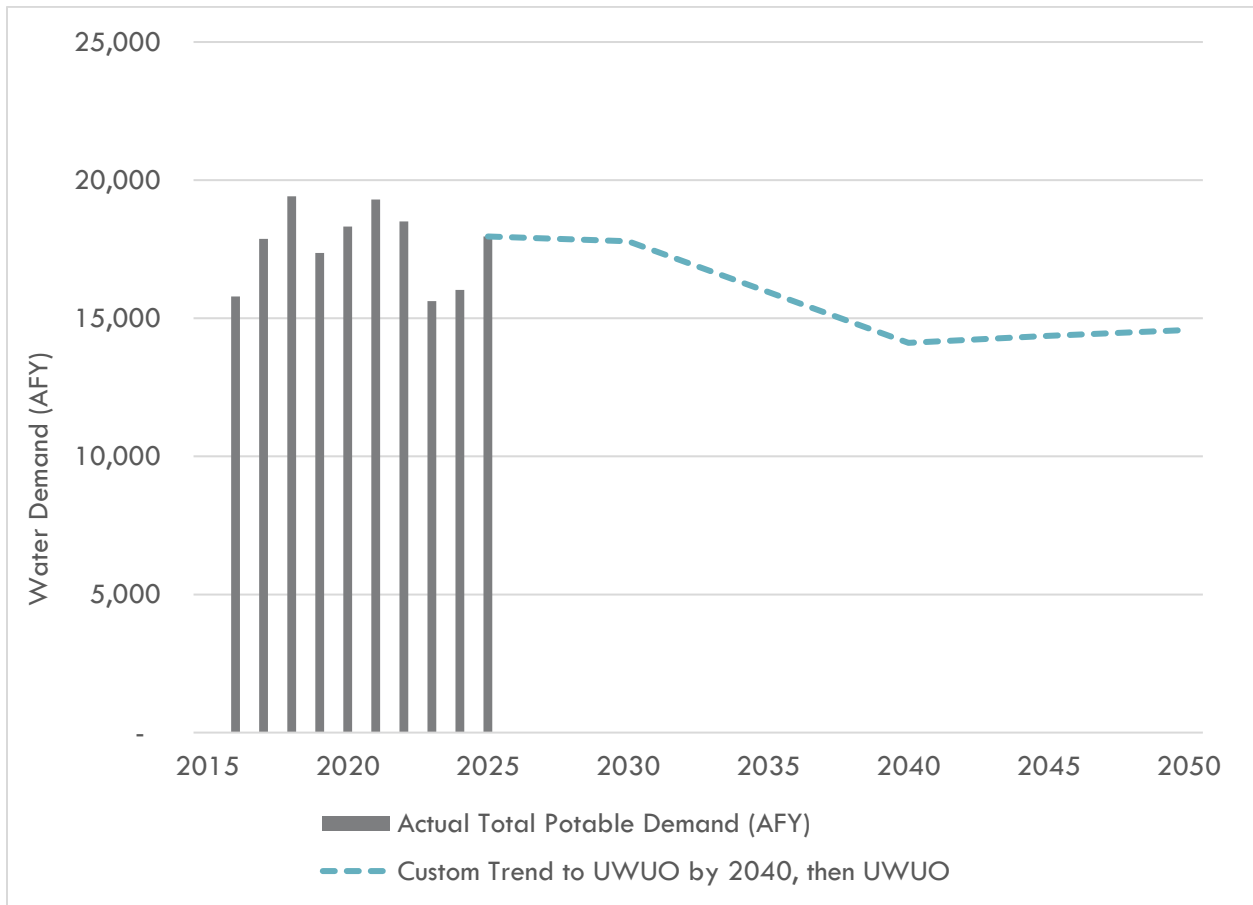


Table 4-7, Table 4-8, and Table 4-9 satisfy the requirement to include anticipated water conservation savings when developing future demand projections demand estimates for the next 25 years since they account for water efficiency standards set by the State for the UWUO. The City is complying with and planning for UWUO standards as described in Sections 5 and 9.

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

Use Type	Additional Description	Level of Treatment When Delivered	Projected Water Use				
			2030	2035	2040	2045	2050
Single Family		Potable	12,038	10,793	9,548	9,720	9,866
Commercial		Potable	2,498	2,240	1,981	2,017	2,047
Landscape		Potable	2,530	2,269	2,007	2,043	2,074
Distribution System Water Losses			722	647	572	583	592
Total			17,788	15,949	14,109	14,363	14,578

4.3 Water Use for Lower Income Households

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

Table 4-9- Inclusion in Water Use Projections

Are Future Water Savings Included in Projections?	Yes
Are Lower Income Residential Demands Included in Projections?	Yes

4.4 Climate Change Considerations

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

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

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

5

SB X7-7 Compliance & Future Water Use Efficiency Requirements

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

IN THIS SECTION

- Compliance and Future Water Use Efficiency Requirements

5.1 Compliance and Future Water Use Efficiency Requirements

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

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

Table 5-1 below establishes the Upland’s 2020 actual and 2020 target GPCD. As shown, Upland met its 2020 target. Most recently, in 2025, the water use was 196 GPCD, which is well below the 2020 target of 220 GPCD.

Table 5-1- SB X7-7 2020 Target Progress

2020 Target GPCD	2020 Actual GPCD	Did Supplier Achieve Target?
220	210	Yes

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

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

6

Water Supply Characterization

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

IN THIS SECTION

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

6.1 Potable Water Supply Sources

Upland's current water supply portfolio consists of several sources.

- Imported water from MWD purchased through IEUA for treatment at WFA
- Groundwater pumped from Upland owned wells and West End Consolidated Water Company (WECWC) (Upland is shareholder)
- Groundwater purchased from SAWCo (Upland is shareholder)
- Surface water purchased from SAWCo (Upland is shareholder) and treated by Upland
- Recycled water purchased from IEUA

Upland has rights to 70.6 percent of the stock in SAWCo (currently 4,515 shares) and 91 percent of WECWC stock. Rights to stock ownership in these private water companies entitle Upland to 70.6 and 91 percent of the water produced by SAWCo and WECWC, respectively. SAWCo produces surface water which Upland treats at its San Antonio Canyon Water Treatment Plant (SACWTP). Both SAWCo and WECWC produce groundwater.

6.1.1 Groundwater

The City of Upland relies on groundwater produced from wells located within three adjudicated groundwater basins: the Chino Basin, Six Basins (Upper Claremont Heights and San Antonio Canyon subbasins), and the Cucamonga Basin. Upland holds groundwater rights in the Chino Basin and Six Basins and also receives groundwater supplies from these basins and from the Cucamonga Basin through agreements with SAWCo and the WECWC. Links to the judgment for Chino Basin and a copy of the Six Basins judgement and Cucamonga decree are provided in Appendix F. Due to the interconnected nature of these basins and delivery arrangements, the City's groundwater supplies are introduced here and described in greater detail in basin-specific subsections below. Historical groundwater pumping is shown in Table 6-1.

Table 6-1- Groundwater Volume Pumped – Retail

Groundwater Type	Potable or Non-Potable	Location or Basin Name	2021	2022	2023	2024	2025
Alluvial Basin	Potable	Chino Basin Groundwater	2,846	1,873	1,267	1,643	2,220
Alluvial Basin	Potable	Cucamonga Basin Groundwater	2,356	2,643	2,413	1,913	2,386
Alluvial Basin	Potable	Six Basins	2,959	2,082	2,141	2,394	3,589
Total:			8,161	6,598	5,820	5,950	8,195

6.1.1.1 Chino Basin Groundwater

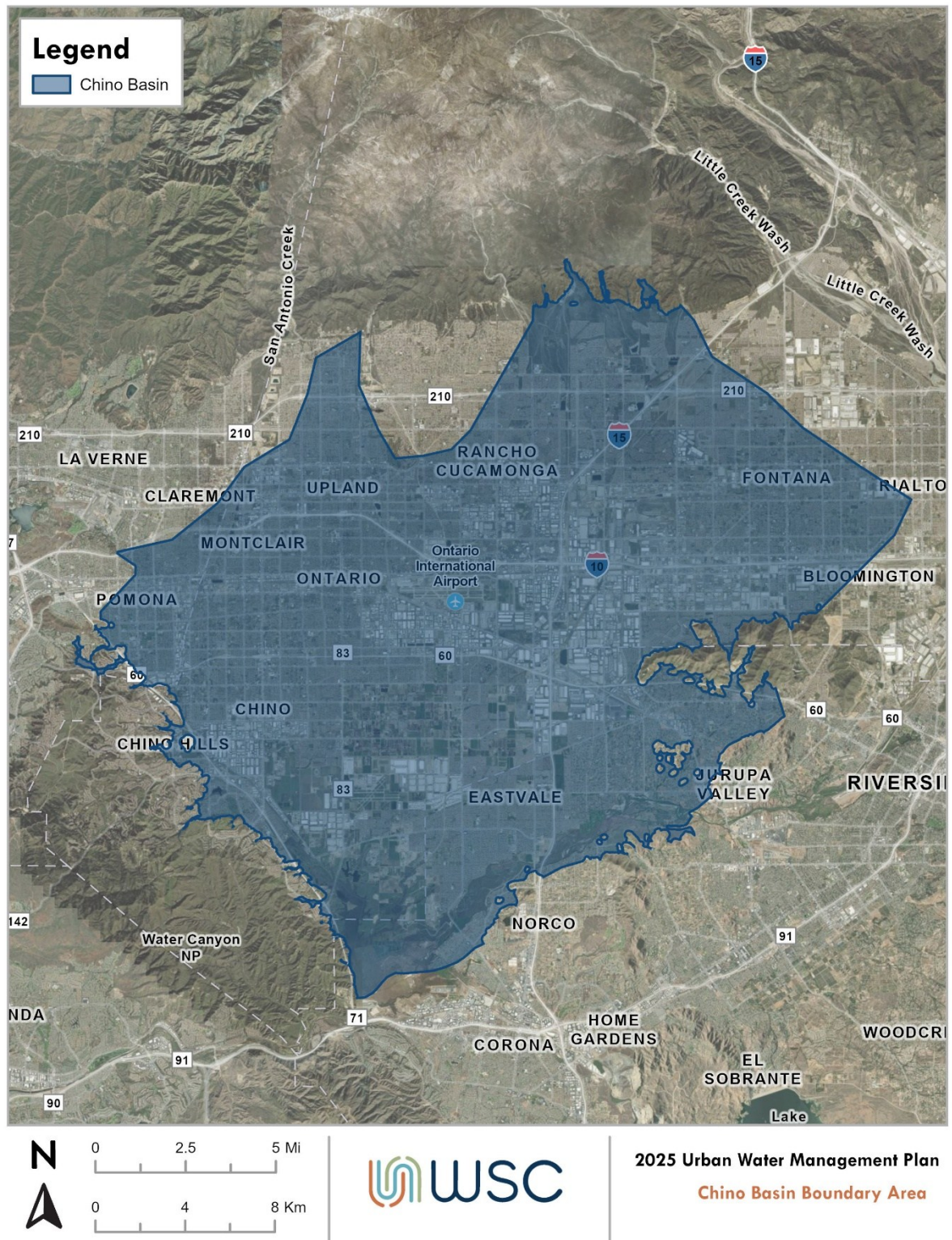
6.1.1.1.1 Description

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

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

City of Upland

Figure 6-1- Chino Basin Boundary Area



6.1.1.1.2 Sustainable Groundwater Management Act

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

6.1.1.1.3 Adjudication

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

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

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

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

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

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

The City appropriative rights to 5.202 percent of the OSY. With an OSY of 40,834 AF, the City's current appropriative right is approximately 2,124 AFY.

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

6.1.1.1.4 Management

Chino Basin Optimum Basin Management Program

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

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

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

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

Chino Basin Storage Management Plan

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

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

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

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

Dry Year Yield Program

MWD’s Dry-Year Yield Program (DYYP) is the only active Storage and Recovery Program in Chino Basin. This program is a water exchange as discussed in Section 6.5.

Groundwater Clean-up

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

6.1.1.2 Cucamonga Basin Groundwater

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

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

The basin was adjudicated in 1958 through the Cucamonga Basin Decree (Appendix F), which established groundwater production rights and management provisions for basin users. The decree is currently administered jointly by the Cucamonga Valley Water District, SAWCO, and

WECWC. While the decree did not establish a formal Watermaster, the parties coordinate groundwater production, monitoring, and data sharing to manage basin resources consistent with the terms of the judgment.

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

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

In Cucamonga Basin, the City owns Well No. 15, located near the northeastern City boundary. Groundwater produced from this well is attributed to the City's entitlements from SAWCo and WECWC. This well produces water that does not have to be blended; water produced from more southern locations in the basin requires blending due to water quality concerns. Groundwater elevations measured in wells located in Cucamonga Basin show greater fluctuations than wells located in Chino Basin, likely due to the influence of recharge from precipitation. Because of the high water quality, the City uses this supply to the maximum extent possible. SAWCo has five wells (in addition to City Well No. 15) in Cucamonga Basin. WECWC does not have any wells in this basin; the City pumps WECWC's allocation from City Well No. 15.

6.1.1.3 Six Basins Groundwater

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

The Six Basins are further broken into the Four Basins and Two Basins. The Four Basins include the Canyon, Upper Claremont Heights, Lower Claremont Heights and Pomona Basins. The Two Basins refer to the Live Oak and Ganesha Basins.

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

Under the Judgment, provided in Appendix F, the City is entitled to 9.544 percent of the OSY while SAWCo and WECWC are entitled to 7.166 percent and 15.399 percent, respectively.

Carryover of 25 percent of annual allocation or unused balance, whichever is less, is allowed. Annual over pumping in Four Basins is allowed with no specified upper limit. These exceedances result in assessments by the Watermaster to pay for replenishment water through imported surface water recharge, similar to Chino Basin. An exception is made for “Special Projects”, projects controlling water levels or for remediation of water quality problems. Special projects are exempt from replenishment obligation. Imported water deliveries are allowed for replenishment obligation or for additions to storage/recovery accounts.

The City has one producing well and one inactive well (due to water quality issues) in Canyon Basin, located behind San Antonio Dam. Canyon Basin groundwater is conveyed through the dam to a treated water reservoir. The City has two wells that pump from Upper Claremont Heights Basin. Two of the City’s wells in Six Basins are out of service due to water quality concerns.

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

Specifically, the Strategic Plan aims to:

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

6.1.2 San Antonio Tunnel Water

SAWCo is entitled to all water supplied through the San Antonio Tunnel (Tunnel). The Tunnel is a deep rock tunnel located approximately 100 feet below ground surface in San Antonio Canyon and is supported by redwood beams and solid rock. Groundwater from the surrounding fractured bedrock naturally percolates into the Tunnel, and flows can vary from year to year depending on rainfall and snowpack conditions in the watershed. SAWCo may also divert water from San Antonio Creek to spreading grounds located upstream of the Tunnel, where the water percolates and contributes to Tunnel flows. Tunnel water is delivered to SAWCo’s Forebay Station and is used primarily as a potable water supply to serve customers including the City. During periods of high Tunnel flows and low domestic demand, excess Tunnel water is diverted to the irrigation system to avoid water losses.

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

6.1.3 Water Facilities Authority

The City purchases treated, imported surface water from WFA through an Installment Purchase Agreement first signed in 1985 and last revised in 1997. On February 19, 1980, WFA was formed under a Joint Exercise of Powers Agreement to acquire and construct facilities to supply and distribute potable water to its member agencies. WFA's member agencies include the Cities of Chino, Chino Hills, Ontario, Upland, and Monte Vista Water District.

WFA purchases untreated imported water from MWD through IEUA. WFA owns and operates the Agua de Lejos Treatment Plant located in the City of Upland. The Agua de Lejos Treatment Plant is a conventional surface water treatment facility that treats and disinfects imported water supplies. The Agua de Lejos Treatment Plant began operating in 1988 and has a treatment capacity of 81 million of gallons per day (MGD).

6.1.4 San Antonio Water Company

The City purchases water from SAWCo through the "Water Service Agreement, January 1, 2017" contract between the City and SAWCo which delivers domestic and irrigation water to a variety of shareholders. These shareholders include most residents of San Antonio Heights (an unincorporated area of San Bernardino County), the Cities of Upland and Ontario, Monte Vista Water District, the United States Forest Service, the San Bernardino County Flood Control District, local golf courses, rock quarries, and grove irrigators. SAWCo is governed by a seven-member Board of Directors that is elected by shareholders at the end of each calendar year.

Pursuant to SAWCo's Annual Operating and Capital Improvement Budget for FY 2025, there are 6,178 Active Shares and a total of 6,389 Company Shares (Inactive Shares are those shares currently not utilizing entitlement water). Each Active Share was equal to 2.035 AF of entitlement water from SAWCo, making the total active share entitlement 12,570 AF. SAWCo's water supply sources include surface water obtained from the San Antonio Canyon, water from the San Antonio Tunnel, and groundwater sources from the Chino Basin, Six Basins, and Cucamonga Basin.

Per SAWCo, the City has an entitlement of 8,897 AF based on Active Share entitlements (4,371 shares).

Upland has entitlement to 6,857 AFY of groundwater (3,369 shares) and 2,040 AFY entitlement for surface water (1,002 shares), so supply from this source is expected to remain consistent in the future. A description of the reliability of SAWCo's individual water supply sources is included in SAWCo's 2025 UWMP.

6.1.5 San Antonio Creek Surface Water

SAWCo has rights for up to 13,864 AFY of surface water from the San Antonio Creek. However, the actual volume received depends on minimum stream flowrates and can vary significantly based on rainfall.

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

Upland does not have surface water rights to this supply but obtains raw water from SAWCo for treatment at its San Antonio Canyon Water Treatment Plant (SACWTP). This is described in this section.

SAWCo has pre-1914 surface water rights to San Antonio Creek. Water is released from an outlet from Southern California Edison power generation facilities and conveyed to the “40/60 split”. The 40/60 structure then physically divides the flow through a weir with 60 percent of flow diverted to SAWCo and 40 percent to the City of Pomona. This non-potable supply of SAWCo is conveyed to the Forebay before entering SAWCo’s irrigation distribution system. When flows are too high or too turbid, San Antonio Creek runoff is released into or remains in San Antonio Creek where it is conveyed to low lying areas behind San Antonio Dam.

SAWCo historically has diverted the City’s share of raw water to the City-owned SACWTP, located at the base of San Antonio Dam. The City often refers to this local treated surface supply as Canyon water. The City’s entitlement to Canyon water is 4,250 AFY (2,088 shares), however, the yields average significantly lower quantities. The ten year average from 2016 to 2025 was 2,040 AFY. The greatest quantity available to the City during the last ten years was 4,037 AF in 2024 while the low of 849 AF was available in 2019. The ten-year average was used in Section 6.9 for projected normal supplies.

6.1.5.1 Surface Water Recharge

Surface water recharge within the Six Basins occurs at several spreading facilities, including the San Antonio Spreading Grounds, Thompson Creek Spreading Grounds, Pomona Spreading Grounds, Three Valleys Municipal Water District’s Miramar Basins, and the Live Oak Spreading Grounds. Groundwater elevations in monitoring wells indicate that the Six Basins exhibit greater water level fluctuations than the Chino Basin, reflecting the direct influence of surface water recharge derived primarily from precipitation.

The San Antonio Spreading Grounds, owned by the Pomona Valley Protective Association (PVPA) and operated by the Western Municipal Water District–Eastern County Water Committee under an operating agreement, receive surface flows from San Antonio Creek. Creek flows are conveyed through the San Antonio Dam to a diversion chamber downstream, where water is distributed to multiple recharge facilities on both the Los Angeles County and San Bernardino County sides of the spreading grounds. Recharge occurs through a system of

berms and pits, including Berms 1 through 5 on the Los Angeles County side and Berms 1, 2, and 3 and Pits 3, 4, and 5 on the San Bernardino County side.

Downstream of the San Bernardino County spreading facilities, SAWCo is able to recharge excess surface water conveyed through its irrigation system via Reservoir 9. In addition, SACWTP backwash flows are conveyed to Reservoir 9 for recharge. These backwash flows are currently unmetered and are credited to SAWCo under its storage and recovery agreement within the Six Basins. San Antonio Spreading grounds have historically percolated between 3.0 and 3.5 feet per day.

6.2 Wastewater and Recycled Water

6.2.1 Wastewater Collection, Treatment, and Disposal

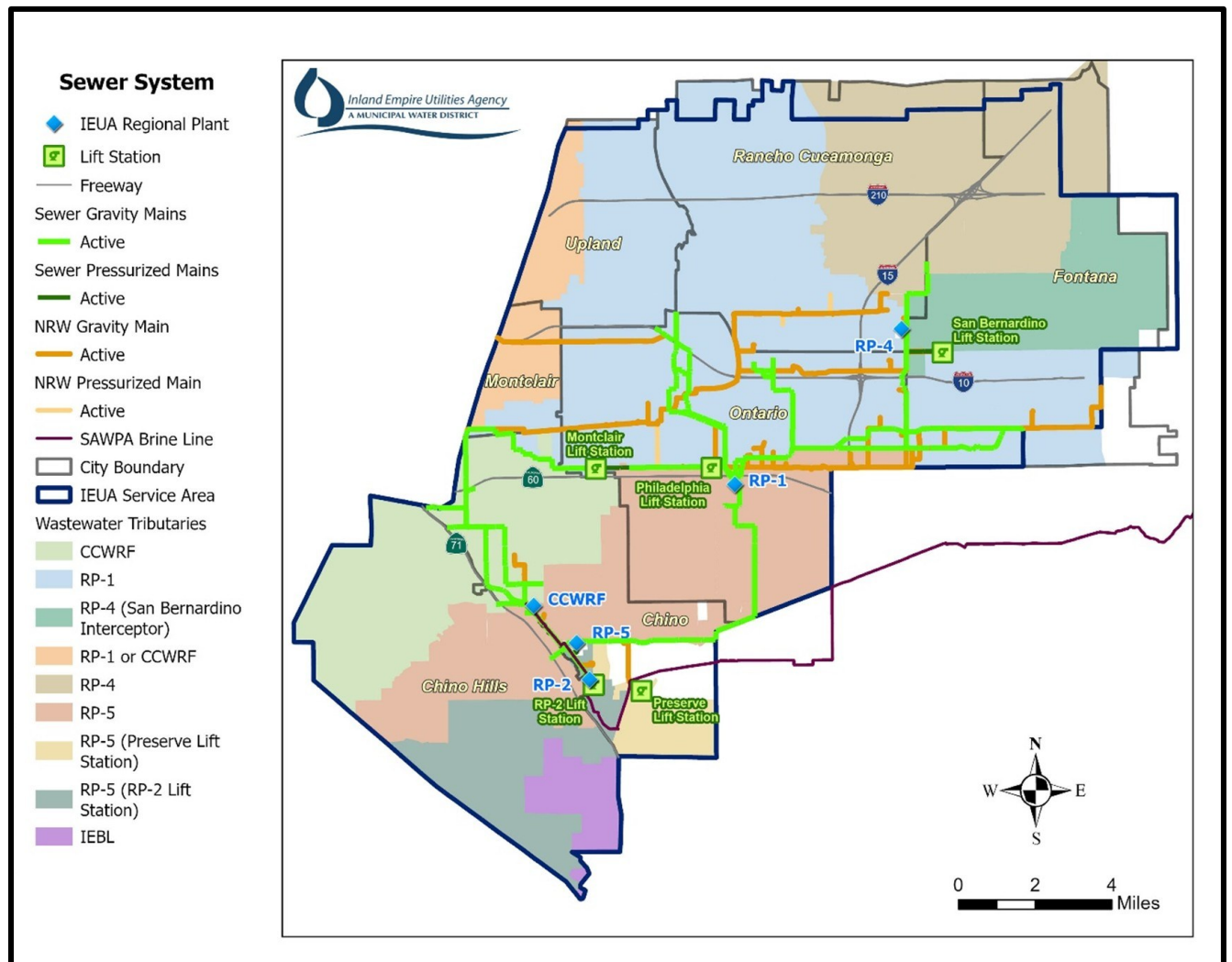
Wastewater generated by the City is treated by IEUA. IEUA provides sewage utility services to seven contracting agencies including the cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Upland, and Cucamonga Valley Water District. Wastewater is collected within the City's local sewer collection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

- Regional Water Recycling Plant No. 1 (RP-1) has a treatment capacity of 44 MGD.
- RP-2 does not have any liquid treatment processes and does not produce any recycled water.
- RP-4 has a treatment capacity of 14 MGD.
- RP-5 has a treatment capacity of 16.3 MGD.
- Carbon Canyon Water Recycling Facility (CCWRF) has a treatment capacity of approximately 12 MGD.

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

The locations of IEUA's regional plants are provided in Figure 6-2 below. The City's wastewater use in 2025 and end uses are provided below in Table 6-2 and Table 6-3.

Figure 6-2- Location of IEUA Regional Water Recycling Plants



City of Upland

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

Wastewater Collection		Recipient of Collected Wastewater		
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2025	Name of Wastewater Treatment Plant (WWTP) and Place ID Number	Is WWTP Located Within UWMP Area?
City of Upland	Estimated	5,235	IEUA Carbon Canyon WWRF, Place ID 259184	No
Total Wastewater Received from UWMP Service Area in 2025:		5,235		

Note: The row above describes Carbon Canyon and RP-1 facilities.

Table 6-3- Wastewater Treatment and End Uses Within UWMP Service Area in 2025

				2025 Outcomes of Treated Wastewater					
				Water Recycled Within UWMP Service Area	Water Recycled Outside of UWMP Service Area	Effluent Discharge that is not a Permitted Recycled Water Use	Required Discharge for Instream Flow	Delivered to Another Entity for Additional Treatment	
Wastewater Treatment Plant Name and Place ID Number	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area?	2025 Volume of Wastewater Received from UWMP Service Area	Total 2025 Volume of Water Treated	Volume	Volume	Volume	Volume	Volume	Name of other entity
IEUA Carbon Canyon WWRF, Place ID 259184	Yes	5,235	5,235	647	0	4,588	0	0	N/A
Total:		5,235	5,235	647	0	4,588	0	0	

Note: The row above describes Carbon Canyon and RP-1 facilities.

6.2.2 Recycled Water

6.2.2.1 Recycled Water System Background

Recycled water provided to Upland is produced by IEUA at its RP-4 located in the City of Rancho Cucamonga and RP-5 located in the City of Chino. The City currently provides 647 AFY for landscape irrigation, as presented in Table 6-4. Direct recycled water service for irrigation began in 2012 with delivery to the Upland Hills Country Club.

Consistent with the short-term phase of the Upland Recycled Water Master Plan, the City has retrofitted identified customer landscapes to accept recycled water at no cost to participating users. In addition to direct use, recycled water also contributes to indirect potable reuse within the City.

Because the City pumps groundwater from Chino Basin which is replenished partially with recycled water, and because the City's service area contributes wastewater flows to IEUA's recycled water system, the amount of indirect potable reuse associated with City pumping has been identified by IEUA.

IEUA allocates recycled water recharge credits to individual agencies in proportion to their respective annual wastewater flow generation.

IEUA's recycled water system is expected to continue expanding, allowing for increased recycled water supplies for both direct use and groundwater recharge, resulting in additional benefits to agencies throughout the IEUA service area.

6.2.2.2 Potential, Current, and Projected Recycled Water Use

The City's allocation of recycled water was 647 acre-feet in 2025. As presented in Table 6-5, the 2020 UWMP anticipated that 703 AFY of recycled water would be utilized by 2025. Actual use in 2025 was less than, at 647 AFY.

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

Name(s) of Facility /ies Producing (Treating) the Recycled Water:						IEUA			
Name of Supplier Operating the Recycled Water Distribution System:						Upland			
Use Type	Potable or Non-Potable	Additional Information	2025	2030	2035	2040	2045	2050	Potential Recycled Water Use
									Volume
Landscape irrigation (exc golf courses)	Non-Potable	Irrigation	647	570	580	590	590	590	590
Subtotal Non-Potable			647	570	580	590	590	590	590
Total			647	570	580	590	590	590	590

Table 6-5- 2020 UWMP RW Projection Compared to 2025 Actual - Retail

Use Type	2020 Projection for 2025	2025 Actual Use
Landscape irrigation (exc golf courses)	703	647
Total:	703	647

6.2.2.3 Actions to Encourage and Optimize Future Recycled Water Use

If cost-effective, the City will continue to expand direct recycled water use by promoting a reliable, drought-resilient supply and offering financial incentives. Recycled water is provided at a rate 10 percent lower than potable water, and the City has historically covered on-site retrofit costs to minimize customer out-of-pocket expenses. Recycled water rates are expected to remain below potable rates, and the City will continue to support customer conversions and public outreach on the benefits of recycled water use.

The City does not currently plan to expand the recycled water direct use program at this time.

6.3 Stormwater

Stormwater is currently being diverted by Upland and conveyed to recharge facilities when available. To increase groundwater recharge capability, improve groundwater quality, and provide stormwater flood protection, Upland expanded the Upland Recharge Basin in 2008. This is a spreading facility located in the upper northwest region of the Chino Basin which recharges stormwater from city streets and San Antonio Creek flows. Upland increased the storage capacity to 1,250 acre-feet.

6.4 Desalinated Water Opportunities

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

6.5 Exchanges – Dry Year Yield Program

The DYYP is a groundwater storage and recovery program where supplemental water is stored in the Chino Basin during surplus years and recovered in dry years in-lieu of imported water from MWD through IEUA. The DYYP allows maximum use of imported water supplies available during wet years and stored groundwater in the Chino Basin during dry years. The DYYP can store up to 100,000 AF with maximum replenishment of 25,000 AFY and maximum extraction of 33,000 AFY. At the end of FY2024/25, there was approximately 64,000 AF within the DYYP account. The agreement that authorized the DYYP will expire in 2028 and is not planned to be extended, so it is anticipated that MWD will recover all of its water stored under the DYYP Program by 2028.

The City authorized execution of an agreement with IEUA to participate in the DYYP in 2003. Participation obligates the City to reduce its use of imported water compared to the previous year by a fixed amount, known as the “shift obligation.” The City’s shift obligation is 8,076 AFY. During years when MWD calls for extraction, the City’s WFA purchases are reduced by 8,076 AFY compared to the previous year. Since Jurupa Community Services District does not have an imported water connection, it has entered into an agreement with the City for meeting its shift obligation. Under this agreement, Jurupa Community Services District conveys groundwater to the City in an amount equal to its shift obligation.

DYYP funds were used for the construction of three groundwater wells (Wells 45, 46, and 47) and an ion-exchange facility located at John Galvin Park to treat water extracted from Well 44 and Well 52. When the City is required to extract MWD’s stored water, MWD pays for the operation and maintenance costs, and the City pays MWD (through IEUA) the full-service water rate. The City can use the DYYP facilities to meet its normal water demands during other periods but is responsible for the cost of well operation and maintenance.

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

6.6 Transfers

In addition to physical connections, Upland sells or conveys water on paper without the physical conveyance of the supply. These are called in-lieu agreements or paper exchanges. The Judgments or decree for each groundwater basin allow for water supply transfers and exchanges if approved in advance by the Watermaster. Sales and/or exchanges with Monte Vista Water District, Fontana Water Company, Chino Basin Watermaster, and the City of Pomona have occurred. Upland has no plans for contractually committing to any future short term or long-term water transfers or exchanges.

6.6.1 Emergency Interconnections

Upland shares several interconnections with other water purveyors. These interconnections are used during planned system outages, emergency outages, and for exchanging supplies on an as-needed basis. In addition to physical connections,

6.7 Supply from Storage

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

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

Chino Basin storage mechanisms are described in Section 6.1.1.1.4.

6.8 Future Water Projects

Upland does not currently have any projects or programs to increase water supplies.

6.9 Historic Production and Future Water Supplies

Table 6-8 presents the water supply sources and quantities utilized by Upland in 2025.

Table 6-9 presents a summary of the supplies available to Upland in the future.

Groundwater quantities are based on City and WECWC entitlements to the three basins. The local surface entitlement is 4,250 AFY but the amount displayed in Table 6-9 is based on a lower ten-year average use of 2,040 AFY.

Purchased imported water quantities represent the entitlement to WFA supplies based on a rolling ten year average amount of water purchased by Upland, currently averaging 4,481 AFY.

Purchased groundwater from SAWCo entitlement is based on shares held by Upland, currently at 4,515 shares.

Recycled water is provided by IEUA through a non-potable distribution system quantities reflect potential demands for direct use.

Table 6-6- 2025 Water Supplies - Retail

			2025 Volume
Water Supply	Additional Description (as needed)	Potable or Non-Potable	Actual Volume
Groundwater (Non-Desalinated)	Chino Basin Groundwater	Potable	2,220
Groundwater (Non-Desalinated)	Cucamonga Basin Groundwater	Potable	2,386
Groundwater (Non-Desalinated)	Six Basins	Potable	3,589
Surface Water	San Antonio Creek	Potable	1,902
Purchase or Imported Water	WFA	Potable	2,783
Purchase or Imported Water	SAWCo	Potable	5,080
Recycled Water – Direct	IEUA	Non-Potable	647
Subtotal Potable			17,960
Subtotal Non-Potable			647
Total			18,607

Table 6-7- Projected Water Supplies - Retail

			Projected Water Supply				
Supply	Additional Detail on Water Supply	Water Quality	2030	2035	2040	2045	2050
Groundwater (not desalinated)	Chino Basin	Potable	5,743	5,743	5,743	5,743	5,743
Groundwater (not desalinated)	Six Basins	Potable	4,122	4,122	4,122	4,122	4,122
Groundwater (not desalinated)	Cucamonga Basin	Potable	683	683	683	683	683
Surface water (not desalinated)	SAWCo (SAC)	Potable	2,040	2,040	2,040	2,040	2,040
Purchased or Imported Water	WFA	Potable	4,481	4,481	4,481	4,481	4,481
Purchased or Imported Water	SAWCO GW	Potable	6,857	6,857	6,857	6,857	6,857
Recycled Water - Direct	IEUA	Non-Potable	570	580	590	590	590
Subtotal Potable			23,926	23,926	23,926	23,926	23,926
Subtotal Non-Potable			570	580	590	590	590
Total:			24,496	24,506	24,516	24,516	24,516

6.10 Climate Change Effects

Climate change has the possibility of impacting the availability of planned water supplies, particularly during a drought period. Section 4.4 describes climate change considerations that may affect future demands and some supply sources.

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

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

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

6.11 Energy Intensity

Upland has not obtained recent energy data since 2020. The following information was taken from Upland's 2020 UWMP.

The City obtained energy consumption data from Southern California Edison, the electricity supplier. As presented in Table 6-8, the total volume of water entering the process in 2020 was 18,930 acre-feet and energy consumed was 12,717,578 kWh. The energy intensity was 672 kWh per acre-foot and 219 kWh per million gallons.

Table 6-8 - Total Utility Approach for Single Water Delivery Products - Energy Reporting

Water Delivery Product drop down list	Retail Potable Deliveries	Only for Water Delivery Products Under the Urban Water Supplier's Operational Control		
Start Date of Reporting Period	1/1/2020	Sum of All Water Management Processes	Non-Consequential Hydropower	
End Date of Reporting Period	12/31/2020			
Is upstream embedded energy in the values reported?	No			
Units of Measure for Water	AF	Total Utility	Hydropower	Net Utility
Volume of Water Entering Process		18,930	-	18,930
Energy Consumed (kWh)		12,717,578	-	12,717,578
Energy Intensity (kWh/vol. converted to MG)		2,062	-	2,062
Quantity of Self-Generated Renewable Energy				
0				
Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)				
Metered Data				
Data Quality Narrative:				
Energy data provided by SCE, February 2021				
Narrative:				
Energy consumed is for the conveyance, storage, distribution, and treatment of local surface and groundwater, and storage and distribution of imported water.				

7

Water Service Reliability

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

IN THIS SECTION

- Water Service Reliability Assessment
- Drought Risk Assessment

7.1 Introduction

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

7.2 Water Service Reliability Assessment

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

7.2.1 Service Reliability - Constraints on Water Sources

Imported Water

The City's treated imported water supplies from MWD, through WFA, may be impacted during a multi-year drought or other conditions which limits MWD from delivering sufficient water supplies to all of its member agencies, and consequently to the City. Imported water from MWD has multiple constraints that are addressed separately in MWD's 2025 UMWP.

Groundwater Supplies

In general, average historical nitrate concentrations are lowest in City wells located nearest to sources of surface water spreading, such as at San Antonio Dam, along San Antonio Creek, or at the Cucamonga Spreading Grounds. Nitrate levels exceeding the maximum contaminant level (MCL) of 45 mg/L are limited to wells located in the southern area of the City. Average historical total dissolved solids (TDS) concentrations are below the secondary MCL of 500 mg/L in all City wells. Highest average TDS concentrations generally occur in wells with higher nitrate concentrations.

Groundwater quality problems in the Chino Basin require that the City blend water from some wells with other supplies. In the southwest area of the City, wells exceeding MCLs for nitrate and DBCP have to be blended. An ion exchange plant was developed to optimize the use of local supplies during extended drought periods. This facility was used for a short time and is now in standby mode due to improved water quality conditions elsewhere in Chino Basin along with the City's ability to blend groundwater sources.

In the southeastern part of the City, Well 9 has exceeded the MCL for tetrachloroethylene (PCE) and nitrate in the past. This well is downstream from the Sanitary Landfill, which operated from 1950 to 1979 as an unlined municipal solid waste disposal site. Currently Well 21A in Chino Basin is out of service due to 1,2,3-TCP and two wells out of service for 1,2,3-TCP in Six Basins. Water quality conditions described here have not limited the availability of supplies.

7.2.2 Service Reliability – Year Type Characterization

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

DWR defines these years as:

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

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

Table 7-1- Water Supply Reliability Assessment - Retail

Year Type	Base Year	Volume Available	% of Average
Average Year	2012-2025	18,807	100%
Single-Dry Year	2014	22,195	118%
Consecutive Dry Years 1st Year	2012	22,605	120%
Consecutive Dry Years 2nd Year	2013	22,510	120%
Consecutive Dry Years 3rd Year	2014	22,195	118%
Consecutive Dry Years 4th Year	2015	19,824	105%
Consecutive Dry Years 5th Year	2016	15,787	84%

7.2.3 Water Service Reliability – Supply and Demand Comparison

Results of the water supply and demand analysis for normal, single dry, and five-year consecutive drought are shown in the following sections. Based on reliability analyses in MWD, IEUA, and WFA UWMPs, and Chino Basin rights and management practices described in Sections 6.1.1 and 7.2.4, Chino expects to meet demands under all water year scenarios and continues to promote conservation to ensure reliability throughout the future.

7.2.3.1 Water Service Reliability – Normal Year

As described previously, Upland’s supply portfolio and demands for a normal year are shown in Table 7-2.

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

	2030	2035	2040	2045	2050
Supply totals	23,926	23,926	23,926	23,926	23,926
Use totals	17,788	15,949	14,109	14,363	14,578
Surplus/Shortfall	6,138	7,977	9,817	9,563	9,348

7.2.3.2 Water Service Reliability – Single-Dry Year

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

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

	2030	2035	2040	2045	2050
Supply totals	20,992	18,821	16,651	16,950	17,204
Use totals	20,992	18,821	16,651	16,950	17,204
Surplus/Shortfall	0	0	0	0	0

7.2.3.3 Water Service Reliability – Five Consecutive Dry Years

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

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

		2030	2035	2040	2045	2050
First Year	Supply Totals:	21,380	19,169	16,958	17,263	17,522
	Use Totals:	21,380	19,169	16,958	17,263	17,522
	Surplus/(shortfall)	0	0	0	0	0
Second Year	Supply Totals:	21,290	19,089	16,887	17,191	17,449
	Use Totals:	21,290	19,089	16,887	17,191	17,449
	Surplus/(shortfall)	0	0	0	0	0
Third Year	Supply Totals:	20,992	18,821	16,651	16,950	17,204
	Use Totals:	20,992	18,821	16,651	16,950	17,204
	Surplus/(shortfall)	0	0	0	0	0
Fourth Year	Supply Totals:	18,750	16,811	14,872	15,139	15,367
	Use Totals:	18,750	16,811	14,872	15,139	15,367
	Surplus/(shortfall)	0	0	0	0	0
Fifth Year	Supply Totals:	14,931	13,387	11,843	12,056	12,237
	Use Totals:	14,931	13,387	11,843	12,056	12,237
	Surplus/(shortfall)	0	0	0	0	0

7.2.4 Description of Management Tools and Options

The City can meet its customers' demands in all hydrologic year types through 2050. Water management tools and options to maximize local resources and minimize the need to import water from the Colorado River and Delta have been developed over the years. These highly reliable supplies reflect planning and forward thinking the City has undertaken to develop its diverse supply portfolio. Actions include participating in IEUA's recycled water program, managing its supply sources to ensure all sources are maintained and made available for the future at needed quantities, optimizing its conjunctive use operations, and demand management activities.

As noted in Section 6.1.1.1, the Chino Basin is managed by the Chino Basin Watermaster. During the period of management under the Judgment, significant drought events have occurred. In each drought cycle, the Chino Basin has been managed to maintain water levels. Therefore, based on historical and on-going management practices, the City will be able to rely on the Chino Basin for adequate supply over the next 25 years under single dry years and a five consecutive year drought periods.

While Upland does not anticipate any shortfall during drought periods, the City is committed to supporting the water reliability of the region overall. Some of the management tools and options available to Upland for increasing its water supply and reducing water demand have been described within other sections of this document. These tools and options include prioritizing maximizing the use of local water resources and minimizing the need for imported water due to the vulnerability of MWD imported water to climate change impacts such as changing precipitation patterns. Upland also has a robust water use efficiency program detailed in Section 9 that identifies the most effective water use efficiency measures and partnerships for implementation in the region. Additional tools available to the region include water agency interconnections and mutual aid agreements with other local agencies.

7.3 Drought Risk Assessment

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

7.3.1 Data, Methods, and Basis for Water Shortage Condition

The DRA builds on the water service reliability analysis from Section 7.2, which incorporated assessment of historical consumption data by customer class, populated from billing records, and historical supply data by source from production reports. Based on this data, historical demand has never exceeded available supply. For this DRA analysis, normal year demand conditions and five consecutive year drought supply conditions were considered for 2026-2030.

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

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

2026	Total
Total Water Use:	21,545
Total Supplies:	21,545
Surplus/Shortfall w/o WSCP Action	0
2027	Total
Total Water Use:	21,414
Total Supplies:	21,414
Surplus/Shortfall w/o WSCP Action	0
2028	Total
Total Water Use:	21,073
Total Supplies:	21,073
Surplus/Shortfall w/o WSCP Action	0
2029	Total
Total Water Use:	18,786
Total Supplies:	18,786
Surplus/Shortfall w/o WSCP Action	0
2030	Total
Total Water Use:	14,931
Total Supplies:	14,931
Surplus/Shortfall w/o WSCP Action	0

8

Water Shortage Contingency Plan

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

IN THIS SECTION

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

8.1 Introduction

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

The WSCP is a strategic plan that Upland uses to prepare for and respond to foreseeable and unforeseeable water shortages. A water shortage occurs when the water supply available is insufficient to meet the normally expected customer water use at a given point in time. A shortage may occur due to a number of reasons, such as water supply quality changes, climate change, drought, regional power outage, and catastrophic events (e.g., earthquake). Additionally, the State may declare a statewide drought emergency and mandate that water suppliers reduce demands, as occurred in 2014. The WSCP serves as the operating manual that Upland will use to prevent catastrophic service disruptions through proactive, rather than reactive, mitigation of water shortages.

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

8.2 Overview of WSCP Components

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3 Water Supply Reliability Analysis

Pursuant to CWC Section 10635, the City has conducted an analysis of its long-term water supply reliability which compares future water demands to best projections of supply availability under a range of hydrologic conditions. This analysis was most recently completed as a part of the City's 2025 UWMP, within its Water Service Reliability Assessment and Drought Risk Assessment (DRA). This section of the WSCP provides a concise summary of these assessments. The City recognizes that the WSCP is a stand-alone document that may be updated independently from the UWMP. In the event of updates to the supply and demand projections outside of the UWMP planning cycle, this section of the WSCP may be updated to reflect revisions to the Water Service Reliability Assessment and the DRA.

As documented in Section 7 of the City's UWMP, the City's water supplies are projected to be sufficient to meet planned demands under average and dry year conditions but may be constrained under extended drought or other supply disruption scenarios.

The groundwater supplies are highly reliable and pumping limitations can be exceeded temporarily if necessary. Local surface water availability is highly dependent on local precipitation and snow pack in the San Antonio Creek watershed. It is substantially less available in dry years but has surplus flows in above average years. The City does not have surface water rights to this supply but purchases raw water from SAWCo (of which it is a primary shareholder) for treatment at the City's San Antonio Canyon WTP.

Imported water supplies (both treated and untreated) from Metropolitan Water District of Southern California (MWD) (through Inland Empire Utilities Agency (IEUA)) which is treated by

Water Facilities Authority (WFA), may be impacted in the event MWD implements its Water Supply Allocation Plan (WSAP) due to a water supply shortage.

Threats to the City's supplies, except drought, have a low probability but if the threat affects more than one supply source, it could have a high impact. The issues that can lead to a shortage in one or more of the City's supplies include the following.

- Drought and extreme droughts due to climate variability
- Power outage
- Catastrophic event in the Delta such as an earthquake, dam failure, or levee failure
- Natural disaster such as a local, regional, or statewide earthquake
- Outage of key conveyance facilities such as the SWP's California Aqueduct, MWD's Colorado River Aqueduct, or MWD's Southern California conveyance facilities
- Regulatory restrictions such as water quality standards for emerging contaminants or environmental restrictions on Delta pumping
- Water quality contamination of local or regional supplies inadvertently or as intentional acts of sabotage

For many agencies, these supply disruptions can result in significant shortages to the availability of supplies. For Upland, outages can result in changes to City operations such as reprioritizing to increase available water supplies to meet system demand and increased outreach efforts to reduce customer demand for water.

In accordance with the City's DRA, and as documented in the 2025 UWMPs prepared by MWD and IEUA, WFA, and SAWCo, the City is capable of meeting its customers' water demand in all hydrologic year types through 2050, even with a potential increase in dry year demands. Therefore, the City's supply portfolio is reliable under various conditions. The reliable supplies reflect not only regional projects and comprehensive water supply planning by MWD and IEUA, but also the forward thinking planning and efforts the City has undertaken to develop its recycled water system and conservation programs, thus greatly reducing reliance on imported supplies.

8.4 Annual Water Supply and Demand Assessment Procedures

8.4.1 Annual Assessment

Urban water suppliers are required to submit an annual water supply and demand assessment report (Annual Assessment) to DWR, in compliance with Water Code Section 10632(a). This report, pursuant to CWC Section 10632(a)(2) is due each year by July 1st since 2022.

The City's Annual Assessment is a written decision-making process used to determine an anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions, as described here in this WSCP. The City may reevaluate

the functionality of its WSCP process at any time between its submittals to DWR every five years and make appropriate adjustments if warranted.

Assessment Step 1: The DWR reporting tool is used for the Annual Assessment. It begins with a determination of the following factors.

- Current year unconstrained water demand
- Infrastructure constraints, if any
- Current year total available supplies anticipated
- Resulting anticipated shortages or surplus

Because the Annual Assessment must assume that the following year will be a dry year, the following factors are also anticipated.

- Next year unconstrained water demand
- Infrastructure constraints, if any
- Next year total available supplies anticipated
- Resulting anticipated shortages, if any

Assessment Step 2: Taking these factors into consideration, the next step is to decide on the applicability of one or more of the assessment scenarios that follow in the table. The assessment scenarios begin with “normal” conditions not meriting any shortage response actions followed by dry year scenario and multiple supply outage scenarios.

- Assessment Scenario #1: Normal Year
- Assessment Scenario #2: Dry Water Year or Outage Impacting Local Surface Supply
- Assessment Scenario #3: Catastrophic Interruption or Other Short Term Impact (<6 mo) to Imported Supply
- Assessment Scenario #4: Catastrophic Interruption or Other Short Term Impact (<6 mo) to Groundwater Supply
- Assessment Scenario #5: Catastrophic Interruption or Other Long Term Impact (>6 mo) to any supply

For each of these assessment scenarios, hydrologic and regulatory conditions to monitor are provided. If an assessment scenario has been identified, evaluation criteria are provided to determine the potential extent of the supply shortage. When conditions no longer meet the evaluation criteria, the scenario may no longer be applicable. There may be other conditions to monitor and evaluation criteria to consider in addition to those listed above.

For each assessment scenario, service area water demands (before demand reduction activities, called unconstrained demands) are provided. The Operations Plan identifies the prioritization of supply, if needed, and the quantities likely to be available by applying the evaluation criteria. The supplies minus demand will determine if a WSCP supply shortage level is triggered.

Shortage response actions can then be identified based on demand reduction activities. Demand reduction activities refer to the WSCP actions based on the six levels of supply

shortage (discussed next in this chapter) and detailed procedures. Supply augmentation activities refer to the Operations Plan listed in each table.

This approach to the annual assessment allows the City to identify hydrologic and regulatory conditions and evaluation criteria, along with the anticipated unconstrained demand and potentially available supplies, to be assessed under various dry year or outage scenarios. If an anticipated shortage is identified, which triggers the shortage response actions, compliance and enforcement actions, and communication actions associated with one of the six shortage levels discussed in the next section.

8.4.2 Declaration of Shortages

The City implements its water shortage program – which imposes prohibitions, regulations of water use, and penalties for violations of water use – during times of severe water shortages. Water production figures are recorded daily by City staff; weekly and monthly reports are prepared and monitored. These data are available to be used to measure actual water savings resulting from the effectiveness of any water shortage stage that may be implemented. The Utilities Director (or their equivalent) will formally approve the Annual Assessment each year. If a water supply shortage is indicated in the Annual Assessment, the Public Works Director, or their representative, will make a formal presentation at a City Council meeting alerting the Council to the situation and declaring a water shortage. At that time, the Public Works Director, or their representative, will request implementation of specific shortage response actions that are appropriate for the situation. Coordination with the City of Upland, and the County of San Bernardino will occur if a proclamation of an emergency is necessary.

Regarding the imported water supply, as stages of water shortage are declared by MWD, the City will follow implementation of MWD stages and continue to monitor water use. It is not until MWD's Shortage Stage 5 that MWD may call for extraordinary conservation. During this stage, MWD's Drought Program Officer will coordinate public information activities with IEUA and monitor the effectiveness of ongoing conservation programs. Monthly reporting on estimated conservation water savings will be provided to IEUA.

8.5 Water Shortage Levels

On July 11, 2005, the City Council approved the City's Water Shortage Contingency Ordinance (Section 13.16 of the Upland Municipal Code), establishing permanent conservation measures and a water shortage contingency plan. The purpose of this ordinance was to provide for increasing stages of water shortages and to define voluntary and mandatory water conservation measures to be implemented during these stages. Key elements of the City's ordinance include the following.

- Penalties
- Year-round stage
- Moderate shortage stage
- High shortage stage

City of Upland

- Severe shortage stage
- Implementation

The ordinance can be found in Appendix G The City's staged rationing plan is invoked during declared water shortages. Different specific restrictions are triggered at each stage.

To provide a consistent regional and statewide approach to conveying the relative severity of water supply shortage conditions, CWC 10632(a)(3) requires six water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, 50, percent shortages and greater than 50 percent supply shortage. Table 8-1 presents the mandatory water shortage levels.

Table 8-1- Water Shortage Contingency Plan Levels

Shortage Level	Percent Shortage Range	Shortage Response Actions
1	Up to 10%	Normal water supply conditions. Conservation encouraged year-round.
2	Up to 20%	Operational changes to increase production of other supplies and invoke demand reduction actions
3	Up to 30%	Operational changes to increase production of other supplies and invoke demand reduction actions
4	Up to 40%	Operational changes to increase production of other supplies and increase demand reduction actions
5	Up to 50%	Operational changes to increase production of other supplies and increase demand reduction actions
6	>50%	Operational changes to increase production of other supplies. Shortage at this level is most likely to occur following a catastrophic event; greater demand reduction measures will be increased

Because the City's four shortage levels do not correspond directly to these six State mandated levels, the Water Code authorizes suppliers to continue using its own shortage levels. To present the relationship of Upland's four shortage levels to the six standard shortage levels, a crosswalk is provided in Figure 8-1. Water shortage response actions corresponding to the six shortage levels are described in the following sections.

Figure 8-1- City of Upland Crosswalk Comparison Stages

Ordinance Shortage Levels	Shortage Conditions		2020 WSCP Level	2020 Shortage Range
Stage 1: Year-round	Up to 10%		1	Up to 10%
Stage 2: Moderate	15-30%	 	2	Up to 20%
			3	Up to 30%
Stage 3: High	35-50%	 	4	Up to 40%
			5	Up to 50%
Stage 4: Severe	>50%		6	>50%

Depending upon the degree of water supply shortage, the City would enact any of the supply shortage levels summarized in Table 8-1. This would trigger additional water use efficiency measures for City customers, over and above the permanent measures. These levels are summarized below.

- Level 1, up to a 10 percent shortage, always has permanent mandatory restrictions in effect and if not adhered to, represent waste and unreasonable use of water. These measures are designed to optimize water use efficiency even before a water supply shortage may be realized and to alter behavior under normal seasonal and annual fluctuations as well as when there is a shortage of up to 10 percent. All customers are required to adhere to these restrictions throughout the year.
- Level 2, a minor water supply shortage, has mandatory restrictions enacted in times of a 10 to 20 percent supply shortage. This level is within ordinance Level 1 with its 15 to 30 percent supply shortage.
- Level 3, a moderate water supply shortage, has mandatory restrictions enacted in times of a 20 to 30 percent supply shortage. This level is within ordinance Level 1 with its 15 to 30 percent supply shortage.
- Level 4, an alert water supply shortage, has mandatory restrictions enacted in times of a 35 to 40 percent supply shortage. This level is within ordinance Level 2 with its 30 to 50 percent supply shortage.
- Level 5, a critical water supply shortage, has mandatory restrictions enacted in times of a 40 to 50 percent supply shortage. This level is within ordinance Level 2 with its 35 to 50 percent supply shortage.

- Level 6, a severe water supply shortage under emergency conditions, has mandatory restrictions enacted in times of a greater than 50 percent supply shortage. This level is within the ordinance Level 3 with its equal to or greater than 50 percent supply shortage.

8.6 Shortage Response Actions

The purpose of the mandatory Annual Assessment (Water Code Section 10632.1) is to evaluate conditions affecting supply availability and determine, if a shortage is apparent, what steps to take. Procedures for declaring a water shortage and the demand management measures required are discussed in Section 8.7, Communication Protocols. Specific actions to take to reduce demands or augment supplies is discussed here. Circumstances vary with each shortage and the decisions regarding the most appropriate actions to take would be made by the City Council. Actions described in this section are comprehensive and would be adapted to one of the six shortage levels to respond to the needs.

8.6.1 Demand Reduction

Shortage Level 1 – Permanent Mandatory Restrictions. Implementing the City's permanent restrictions has been highly effective in reducing average annual water demand over time as evidenced in the City's ability to continuously meet the targets from SB X7-7 as well as reduce excessive use of water during all types of water years.

- **Hosing or Washing Down Hard or Paved Surfaces.** The washing of sidewalks, walkways, driveways, public and private parking areas and all other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety.
- **Water Flow or Runoff.** Excessive or unreasonable runoff of water or unreasonable spray of the areas being watered. Every customer is deemed to always have his or her water system under control, to know the manner and extent of this water use and any runoff, and to employ available alternatives to apply irrigation water in a reasonably efficient manner.
- **Obligation to Fix Leaks, Breaks, or Malfunctions.** Allowing, permitting or causing the escape of water through breaks or leaks within the customer's plumbing or private water distribution system for any substantial period within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of 72 hours after the customer discovers such a break or leak or receives notice from the city of a break or leak, is a reasonable time within which to correct such break or leak, or, at a minimum, to stop the flow of water from such break or leak.
- **Limits on Watering Hours and Duration.** Outdoor irrigation of landscape by sprinklers during the hours of 10:00 a.m. to 6:00 p.m. Citizens are encouraged to avoid the use of sprinklers on windy days. Irrigation by handheld hose, drip irrigation, hand-held bucket, or similar container or by use of a cleaning machine equipped to recycle any water used

are permitted anytime. In no event shall any water so used be permitted to run off into adjacent property, streets, alleys or storm drains.

- **Limits on Washing Vehicles.** Washing of automobiles, trucks, trailers, boats, airplanes, and other types of equipment (mobile or otherwise) unless done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use to ensure the water supply is shutoff. However, this section does not apply to the washing of the above-listed vehicles or mobile equipment when conducted on the immediate premises of a commercial carwash.
- **Water Served Only Upon Request.** All eating and drinking establishments of any kind including, but not limited to, any restaurant, hotel, café, cafeteria, bar or club, whether public or private, shall not provide drinking water to any person unless it is expressly requested.

Shortage Levels 2 through 6 – Potential Shortage Response Actions. Table 8-2 lists the DWR categories of shortage response actions aligned to respond to specific defined shortage Levels 1 through 6. Levels 2 through 6 watering limitations increase as each shortage level increases. Unless a regional disaster, Level 6 may require extensive public outreach to ensure that water use is curtailed during the duration of the outage.

Because outdoor watering typically constitutes at least 60 percent of City residential demands, it is anticipated that total demands may be reduced by 50 percent under the Level 6 shortage watering restrictions alone, to meet potential supply reductions of greater than 50 percent.

Table 8-2- Demand Reduction Actions

Shortage Level	Demand Reduction Actions	Shortage Reduction	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
Level 1	Permanent measures			Yes
Level 2	Same as Level 1 plus further outreach/restrictions to achieve 20% savings			
Level 2	Landscape - Limit landscape irrigation to specific days	up to 20%	Even or odd days depending on address	Yes
Level 2	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	up to 2%	Only on designated outdoor water use days and between sundown and noon, with hand held hose w shutoff nozzle only	Yes

City of Upland

Shortage Level	Demand Reduction Actions	Shortage Reduction	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
Level 2	Other water feature or swimming pool restriction	up to 5%	Pool filling only on designated outdoor water use days	Yes
Level 2	Water Features - Restrict water use for decorative water features, such as fountains	up to 5%		Yes
Level 2	Landscape - Prohibit certain types of landscape irrigation	up to 5%	Irrigation of golf course fairways prohibited unless using recycled water	Yes
Level 2	Other	up to 1%	Restrict use of fire hydrants only for emergency and health and safety activities and use for land development	Yes
Level 3	Same as Level 2 plus further outreach/restrictions to achieve 30% savings			
Level 4	Same as Level 3 plus further outreach/restrictions to achieve 40% savings			
Level 4	Landscape - Limit landscape irrigation to specific days	up to 25%	Limited to Tuesday and Saturday or Wednesday and Sunday depending on address	Yes
Level 4	Landscape - Limit landscape irrigation to specific times	up to 25%	No irrigation between 6am and 1 hour before sundown	Yes
Level 5	Same as Level 4 plus further outreach/restrictions to achieve 50% savings			
Level 6	Same as Level 5 plus further outreach/restrictions to achieve more than 50% savings			

Shortage Level	Demand Reduction Actions	Shortage Reduction	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
Level 6	Landscape - Limit landscape irrigation to specific days	50% or greater	Limited to 1 day only on Saturday or Sunday depending on address	Yes
Level 6	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	up to 5%	Washing vehicles and equipment is prohibited	Yes

8.6.2 Supply Augmentation

The City has several water supplies: local surface water, City and purchased groundwater, purchased imported water, and recycled water. Under the Operations Plan for each Annual Assessment scenario, these supplies are managed uniquely in response to the conditions underlying the cause of the shortage. The supply augmentation responses as the Operations Plan identified, have been integrated into the City's supply management planning for shortage conditions. The local surface water supply is utilized as much as possible when it is available. The City, WECWC, and purchased SAWCo groundwater supplies provide potable supplies throughout the City and can be reduced or increased as needed. The imported surface water from WFA is a valuable supply, particularly during times of shortage of the local surface supply. When one or more of these supplies is limited, additional water is obtained from the San Antonio Creek supply, pumping from other wells, or purchase of imported water. This is not necessarily triggered by a response to a shortage level but rather as an ongoing operational plan to manage the robust supplies most efficiently and cost effectively.

Although the increased use of an existing supply may be considered a redundant supply according to the guidebook because it is incorporated into the operational plan of the system, it is the logical action to address any shortage gaps that occur during dry conditions or outages. There is no need to pursue acquiring emergency dry year supplies when the reliability of the current supplies have been proven through the years to be adequate to respond to a supply shortage, along with demand management actions. The District will respond to the water shortages defined in the Annual Assessment, which may result in the need for demand reduction activities or a change in the Operations Plan to optimize supplies.

8.6.3 Operational Charges

Operational changes that can be implemented to address water shortage levels that are identified in Table 8-1 for each of the Assessment Scenarios. These operational changes reflect a change in water supplies and volume needed to respond to the specific dry year or outage condition.

8.6.4 Additional Mandatory Restrictions

There are no additional mandatory restrictions as options to respond to water shortage levels besides those identified in Table 8-2 and elsewhere in this WSCP.

8.6.5 Emergency Response Plan

America's Water Infrastructure Act of 2018 Section 2013(b) requires community water systems serving populations greater than 3,300 to develop or update an Emergency Response Plan (ERP). The City is susceptible to potential situations that could result in catastrophic interruption of water supplies and services such as disasters, emergencies, crimes, and terrorist events. The City contracted with San Bernardino County Fire Office of Emergency Services to prepare an Emergency Operations Plan for the City in 2019.

Because of the City's reliance on groundwater, the most likely event triggering a catastrophic supply interruption is a regional power outage. Other catastrophic events include an earthquake in Southern California affecting the conveyance and treatment of supplies to WFA or the City's San Antonio Canyon WTP and an earthquake in the Delta affecting imported water supplies. Upland may be vulnerable in parts of the City to flooding associated with the failure of San Antonio Dam. Human-made threats include contamination to the water system, structural damage from an explosive device, employee assaulted with a weapon, Supervisory Control and Data Acquisition System (SCADA) or IT system intrusion, water supply interruption, or a bomb threat. A catastrophic supply interruption that affects more than one of the City's water supplies can reduce water available for fire suppression and customer consumption.

The City's Emergency Operations Plan (EOP) provides a standardized response and recovery protocol to prevent, minimize, and mitigate injury and damage resulting from emergencies or disasters of human-made or natural origins. Operational concepts focus on potential large scale disasters that can generate unique situations. It is consistent with the requirements of the California Standardized Emergency Management System as defined in Government Code Section 8607 (a) and the National Incident Management System as defined by Presidential Executive Orders for managing response to multi-agency and multi-jurisdictional emergencies.

The City can deal with both planned and unplanned power outages. In the event of an unplanned power outage within the service area, water supply can be maintained by gravity from the treated water reservoirs located throughout the distribution system. Mobile generators the City owns or can obtain quickly from neighboring agencies would be transported to key locations, such as wells to allow a supply to be maintained in the distribution system. Public outreach to reduce demands would occur immediately. A high level of public outreach and water

use restrictions would occur with a regional outage, particularly one invoking a Level 6 supply shortage.

The EOP describes how Upland will respond to potential threats identified in the vulnerability assessment as well as additional emergency response situations. During an outage, various actions will need to be taken to continue water service, especially for key functions such as fire suppression. Various parts of the City's staged response plan - reflecting the six levels of shortages - can be invoked, as needed, during declared water shortages. The EOP identifies the City Manager as the Director of Emergency Services, defines the responsibilities of each department, identifies emergency management partners, the incident command system for command and logistics, alerting and notification procedures, and systems for providing public information. The City is preparing an update to its 2016 Local Hazard Mitigation Plan (LHMP), which allows public safety officials and city staff, elected officials, and members of the public to understand the threats from natural and human-caused hazards. The final LHMP is expected to be completed by 2026. The City will upload the final LHMP to their website once adopted.

The Upland water system has interconnections with adjacent agencies that can be utilized if either entity is experiencing a severe shortage. Turnout valve connections are in place with SAWCo, Cucamonga Valley Water District, Monte Vista Water District, City of Ontario and Golden State Water Company. These valves also allow the City to serve water as an alternative emergency supply to other suppliers in time of need.

8.6.6 Seismic Risk Assessment and Mitigation Plan

The Water Code Section 10632.5 requires suppliers to assess seismic risk to water supplies as a part of their WSCP including a risk meditation plan. As discussed in Section 8.6.5, the City is expected to be able to respond to an unplanned power outage including one associated with a seismic event. The City sits on alluvial soils which can make facilities particularly vulnerable to ground shaking during a seismic event. Groundwater wells can be susceptible to earthquake related power outage as covered in Section 8.6.6; and also damage to the pumping facilities. Wells are often repaired more easily and quickly compared with water treatment facilities and the network of large diameter pipelines.

Earthquakes that occur outside of San Bernardino County could have a significant impact on the City's imported water supply. Both the Colorado River Aqueduct and the State Water Project conveyance facilities could be disrupted. A seismic event near the Sacramento River-San Joaquin River Delta, could cause failure of levees and flooding of islands with salt water from San Francisco Bay which could disrupt water supplies for years. A high level of public outreach and water use restrictions would occur with a regional outage associated with a seismic event, particularly one invoking a Level 6 supply shortage. The City's Risk and Resilience Assessment was expected to be completed in 2021. The City is working with U.S. EPA on a schedule for completion.

8.6.7 Shortage Response Action Effectiveness

The locally appropriate shortage response actions for demand management were quantified for effectiveness in Table 8-2, reflecting the shortage level required. This given suite of response actions can be expected to deliver the expected outcomes necessary to meet the requirements of a given shortage level. For example, for a supply shortage of 20 percent, public information outreach to encourage conservation would reflect the effort required to achieve the 20 percent reduction. A greater level of outreach would achieve a greater level of savings, although with diminishing results without financial impacts.

8.7 Communication Protocols

Communication protocols can differ between a supply shortage resulting from hydrological conditions and an emergency short term or long term outage. Table 8-3 summarizes the communication protocols associated with each of the six water shortage levels.

Shortage. A water supply shortage or threat of shortage exists when the City determines, in its sole discretion that it exists, due to drought, catastrophe, or other water supply condition. The City Council may declare a specific level of water supply shortage condition at a regular or special public meeting in accordance with State law.

Emergency. During an emergency, communications during the response will proceed along the chain of command identified in the City’s ERP. The number of people notified will increase as the incident expands and decrease as the incident contracts toward its conclusion. The type and extent of the disaster will dictate the normal and/or alternative methods of communication that will be used. The possibility of a coordinated attack that targets multiple systems has been considered and it would be reasonable to assume that some methods of communication will either be unavailable or limited to certain areas. Communications with the public may include boil water orders, unsafe water alerts, or do not drink notices that would be coordinated with the San Bernardino County Health Department and the State Division of Drinking Water.

Table 8-3- Communication Protocols

Shortage Level	Communication Protocols and Procedures
1	Ongoing outreach efforts to promote ongoing efficiency programs
2	Initiate public information campaign to announce water supply conditions and needed actions from the public Announce water supply shortage status to key stakeholders Increase conservation messages on City website and in standard outreach efforts

Shortage Level	Communication Protocols and Procedures
3	• Supplement Level 2 activities with additional tactics, as needed • Provide regular condition updates to stakeholders • Continue promotion of ongoing water efficiency programs programs/tools • Enhance promotion of ongoing water efficiency programs targeted advertising
4	• Update campaign and messages to raise awareness for more severe water saving actions and behaviors by the public • Announce water supply shortage status to key stakeholders • Supplement Level 3 outreach with additional tactics, as needed • Conduct specialized outreach to reduce discretionary outdoor use while minimizing landscape damage
5	• Update campaign and messages to reflect extreme or emergency condition and likely need to focus water use on health/safety needs • Announce water supply shortage status to key stakeholders • Supplement Level 4 outreach with additional tactics, as needed • Suspend promotion of long-term water efficiency programs to focus on imminent needs
6	• Formal and detailed communication protocols in the City's ERP are activated. This level requires a formal protocol with regional agencies to address the catastrophe or extreme supply shortage • Update campaign and messages to reflect extreme or emergency condition and likely need to focus water use on health/safety needs • Announce water supply shortage status to key stakeholders • Supplement Level 5 outreach with additional tactics, as needed • Suspend promotion of long-term water efficiency programs to focus on emergency needs

8.8 Compliance and Enforcement

Any violation of the water shortage program restrictions, including wasting of water and excessive use, is an infraction or misdemeanor. The first violation will result in a fine to not exceed \$100. The second and third violation fines will not exceed \$200 and \$1,000,

respectively. In addition to fines, the violator may be ordered to reimburse the City for all necessary costs incurred by the City pertaining to the violation.

The Water Utility Director, or equivalent position, is empowered to enact other penalties and restrictive measures including remedies that the City may have for enforcement such as discontinuing service of water or appropriately limiting service to any customer who willfully uses water in violation of any provision of the plan. A flow restricting device may be placed upon the water service, lock off a water meter, remove a water meter, and shut off the service line valve.

8.9 Legal Authorities

The City Council approved the Water Shortage Contingency Ordinance on July 11, 2005. It established permanent conservation measures and a water shortage contingency plan. The authority to implement this ordinance is granted of the City Council, City Manager, Water Utility Director or equivalent position, and others as codified in Upland Municipal Code Section 13.16. The City Manager shall request the City Council to declare that demand for water is anticipated to be more than supply, immediately after it appears that such a situation exists or is threatened, if the City Council is in session. If the council is not in session, the City Manager shall immediately make a request for a special meeting of the City Council to be delivered to each council person who can be located.

The City Council has the power to declare a water shortage emergency in accordance with Water Code Chapter 3 (commencing with Section 350) of Division 1 regarding water shortage emergencies. It also has the power to implement the applicable provisions of the City's shortage ordinance when in its opinion the demand for water consumption exceeds the City's available supply (allowing for a safe reserve), or threatens to do so, provided there are no immediate resources available to remedy the situation. Such declaration shall be made by public announcement and shall be published in a newspaper of general circulation and shall become effective immediately upon such publication.

The City shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency under California Government Code, California Emergency Services Act (Article 2, Section 8558). The relevant agencies (i.e., City of Upland, County of San Bernardino) are provided in Section 10.

8.10 Financial Consequences

During a catastrophic interruption of water supplies or prolonged drought or water shortage of any kind the City will experience a short-term, temporary reduction in revenue due to reduced water sales. Expenditures may increase as damage to the water system requires emergency repairs or if additional water must be purchased at a higher rate. The total cost of purchasing MWD water from WFA would decrease if the availability of that source of supply were curtailed. Expenditures may also go down as less water is pumped through the system so power costs are lower. The amount of the decrease in revenues would be indirectly related to the demand reduction actions required under each of the six shortage levels.

The City receives water revenue from a service charge and a commodity charge based on consumption. The service charge recovers costs associated with providing water to the serviced property, which does not vary with consumption. The commodity charge is based on water usage. Rates have been designed to recover the full cost of water service in the service and commodity charges. There are significant fixed costs associated with maintaining a minimal level of service.

The costs of discouraging excessive water use during a drought emergency would be shared with IEUA as the regional water use efficiency outreach provider and the City as the enforcer. Those costs associated with excessive use during an emergency are not anticipated to be significantly greater than messaging provided during a drought/emergency for overall demand management actions nor would it require additional City staff to enforce as existing personnel can be utilized.

Should an extreme shortage be declared and a large reduction in water sales occur for an extended period, the City would monitor projected revenues and expenditures. Mitigation actions needed to address potential revenue losses and/or expenditure impacts include the ability to lease available water supplies to local water agencies. It may also utilize financial reserves. If necessary, the City will reduce expenditure by delaying implementation of its Capital Improvement Program and equipment purchases, implement a drought surcharge, and/or reexamine its water rate structure, actions which would depend on the severity of the shortage.

8.11 Monitoring and Reporting

Water use must be monitored frequently during emergency water shortages to enable the City to effectively manage the balance between supply and demand. All individual accounts in the City are metered, and overall water production and the status of the City's supply is continuously monitored through City facilities and its SCADA system. Water production figures are recorded daily; weekly and monthly reports are prepared and monitored. These data are available to identify an increase in production that may reflect a dry year and measure annual water savings resulting from the effectiveness of any water shortage contingency level that may be implemented.

As done in the past, the City follows MWD's WSAP guidelines once an extreme shortage is declared. This allocation plan is enforced by MWD using rate surcharges. IEUA/WFA follows the guidelines of the allocation plan and imposes the surcharge that MWD applies to its member agencies that exceed their water allocation. This results in higher costs to the City if its purchases exceed its allocation.

As stages of water shortage are declared by IEUA or MWD, the City follows implementation of those stages and continues to monitor water demand levels. It is not until MWD's Shortage Stage 5 that MWD may call for extraordinary conservation. During this stage, MWD's Drought Program Officer will coordinate public information activities with IEUA and monitor the effectiveness of ongoing conservation programs. Monthly reporting on estimated conservation water savings will be provided to IEUA. The City will participate in member agency meetings

with IEUA to monitor and discuss water allocations. This will enable the City to be aware of imported water use on a timely basis because of specific actions taken in response to MWD's WSCP.

As done in the past, the City will follow the WSAP guidelines of MWD once an extreme shortage is declared. This allocation plan is enforced by MWD using rate surcharges. IEUA follows the guidelines of the allocation plan and imposes the surcharge that MWD applies to its member agencies that exceed their water allocation. This results in higher costs to the City if its purchases exceed its allocation.

8.12 Refinement Procedures

The City is required to submit the Annual Assessment to DWR by July 1 of each year. The annual report will be based on the assessment of demands on the system in conjunction with supply availability as outlined above. The City may at this time each year reevaluate the functionality of its WSCP process and make appropriate adjustments if warranted. At a minimum, the WSCP will be reviewed at least every five years as a part of the UWMP update.

8.13 Special Water Feature Distribution

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

As described in Section 8.6, under a Stage 2 Water Supply Shortage Level, water may only be used to fill or maintain levels in pools on designated outdoor water use days.

8.14 Plan Adoption, Submittal, and Availability

This WSCP was adopted by the City Council July 27, 2026 and submitted to DWR in July 2026. It is available to the public through the City website. It is a living document that is meant to be updated, as needed, between the required five-year update. If the WSCP is amended, a copy will be provided to DWR within 30 days of adoption.

9

Demand Management Measures

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

IN THIS SECTION

- Existing Demand Management
- Reporting Implementation
- Water Use Objectives

9.1 Introduction

This section outlines the DMMs Upland has implemented over the past five years, current initiatives, and future plans to meet State efficiency standards from DWR. The City coordinates and partners with IEUA, Chino Basin Water Conservation District (CBWCD), and MWD's regional rebate program, the SoCal Water\$mart Program. Upland recognizes water use efficiency as an integral component of its current and future water strategy and strives to offer numerous incentives and educational opportunities.

The City is also a member of the Water Education/Water Awareness Committee (WEWAC) whose mission is to promote efficient water use and increase public awareness of the importance of water in Southern California. WEWAC offers grants for teachers who complete water conservation related projects, a scholarship contest for high school students and a media contest open to multiple grade levels.

9.2 Existing Demand Management Measures

The City has been proactive in developing water use efficiency programs that conserve existing water resources to ensure adequate water supplies will be available for sustainable future growth. CWC dictates that the DMM's in Table 9-1 are addressed in this chapter.

Table 9-1- Demand Management Measures

Measure	
1	Water Waste Prevention Ordinances
2	Metering
3	Conservation Pricing
4	Public Education and Outreach
5	Programs to Assess and Manage Distribution System Real Loss
6	Water Conservation Program Coordination and Staffing Support
7	Other Demand Management Measures

9.2.1 Water Waste Prevention Ordinances

The water waste prevention ordinance (Ordinance 1786) is provided in Appendix G and discussed in Chapter 8.

9.2.2 Metering

The City requires meters for all customers. The City will continue to require metering of all connections.

9.2.3 Conservation Pricing

The City's water rates meet the California Water Efficiency Partnership's definition of "conservation pricing" that includes "rates designed to recover the cost of providing service." The City bills bi-monthly and the rate structure includes a fixed charge and a volumetric rate. For single family residential accounts the volumetric portion is split into three tiers, with higher rates per unit of water as the level of consumption increases. The Upland City Council adopted Resolution 6805, which set new water rates effective November 1, 2024. The Upland City Council will conduct a Public Hearing on Monday, June 8, 2026 to consider adopting a new proposed rate adjustment.

9.2.4 Public Education and Outreach

Through IEUA's Regional Water Use Efficiency Program, member agencies, including the City, are encouraged to adopt approaches and technologies to encourage customers to increase water efficiency.

IEUA provides water use efficiency programs, water saving tips, and rebates to retail consumers. Water use efficiency programs include free landscape design training, consultations, and design renderings; irrigation auditing; pressure regulation valve installation, repair, and maintenance, a large landscape controller rebate program, residential small site controller retrofit program, and residential landscape tune-up program. IEUA also offers a residential automatic water softener rebate. IEUA also hosts and sponsors a wide range of community events including Earth Day Celebration, compost giveaways, Days at the LA Fair, and a Landscape Water Conservation Fair. IEUA community outreach and education programs include Discover the Environment and Water (DEW) Field Trip Program, Water Scout Badge Program, Water is Life Poster Art Contest, Water Engineering 4 Good (WE4G)- an online STEAM competition hosted by MWD for middle and high school students, National Theatre for Children (NTC), a behavior-driven, multiplatform, in-school water education curriculum for students and teachers in grade levels K-6.

Many education and public outreach programs adapted to online alternatives during FY 2020/21 and 2021/22 due to COVID-19. During that time IEUA developed multiple virtual alternatives



City of Upland

including Wally's Water Conservation Camp, a 20-day, digital at-home activity guide, a series of At-Home Activities taken from the Water Discovery Field Trip, Program, Owlie's Virtual Adventures - a series of free, online resources, and a Virtual Earth Week. A summary of total IEUA program participation, not limited to the City, is provided in Table 9-2.

Table 9-2- IEUA Public Education and Outreach Programs

Program	2021	2022	2023	2024	2025
Water-saving technologies/ services	Owlie's Virtual Adventures	4,595	11,221	19,360	15,250
Discover the Environment and Water (DEW) Field Trip	Owlie's Virtual Adventures	Owlie's Virtual Adventures	1,946	2,350	2,086
Water Scout Badge Program				51	60
Annual Earth Day – Student Day (includes K-5 students, chaperones, and educators)	Virtual due to COVID-19	Virtual due to COVID-19	700	1,107	1100
Annual Earth Day (includes community members, scout troops, and after-school program participants)	Virtual due to COVID-19	Virtual due to COVID-19	1000	964	860
Virtual Earth Week	5,000 page views / 500 students	8,100 page views / 450 students			
Owlie's Virtual Adventures	1,000 students	1,500 students			
Water is Life Annual Poster Contest entries				800	522
Water Engineering 4 Good (WE4G) (previously Solar Cup) participants	Chino Hills High School	Chino Hills, Colony High School, Upland High School	Chino Hills High School, Upland High School		Vina Danks Middle School
National Theatre for Children (NTC)					
School assembly performances	16 virtual	14 live stream performances	69	71	59
Schools	38	52	37	37	36
Students	18,051	20,527	14,893	14,373	10,690
Teachers	823		567	577	542
Source: (Inland Empire Utilities Agency, 2025)					
Note: IEUA Programs are not limited to the City of Upland. The data reported here are inclusive of all IEUA programs for this period.					

9.2.5 Programs to Assess and Manage Distribution System Real Losses

The City monitors distribution system water loss by preparing an annual American Water Works Association (AWWA) Water Audit to estimate real and apparent losses. The City maintains an emergency response program that aggressively repairs main breaks, hydrant leaks or breaks, and meter leaks. A team is available to promptly repair breaks and restore water service. The

City offers the public information on how to identify a mainline leak as well as phone numbers and online work requests in the event they suspect a distribution system leak.

9.2.6 Water Conservation Program Coordination and Staffing Support

The City has a Management Analyst dedicated to Water Conservation who handles a variety of tasks related to water use efficiency and community information. City staff work closely with IEUA's water use efficiency staff to develop and implement City and regional programs.

9.2.7 Other Demand Management Measures

The City offers numerous residential and CII rebate programs and provides supplemental funding to offset the cost to customers. As a member agency of IEUA, the City also takes advantage of regional programs offered through the wholesaler.

9.3 Reporting Implementation

9.3.1 Implementation over the Past Five Years

In addition to IEUA programming, the City participates in programs offered by the CBWCD and MWD's SoCal Water\$mart Program, a regional rebate program available to residential and commercial customers. There are rebates available for indoor plumbing including high-efficiency clothes washers and toilets. Rebates are also available for outdoor plumbing, including those for weather-based irrigation controllers, rotating sprinkler nozzles, and replacement of irrigated lawn with drought tolerant plants or other approved landscape options. The nature and extent of the DMM program participation over the last five years is quantified in Table 9-3.

Table 9-3- City of Upland Program Participation FY 21-25

SoCal Water\$mart Residential Rebates	2021	2022	2023	2024	2025	Total
High Efficiency Toilets (HET)	5	5	8	166	9	193
High Efficiency Clothes Washers	49	62	45	84	30	270
Rotating Nozzles for Pop-up Spray Heads	114	47		150	20	331
Weather based Irrigation Controllers	74	38	29	44	29	214
Irrigation Controller + Add on				2		2
Hose Bib Controller	2					2
Turf Replacement (sq. ft.)	28,641	23,980	127,494	74,463	26,663	281,241
Rain Barrels	6	2	4	6	3	21
Cisterns			1			1
Flow Monitor Device on Utility Meter		1	8		4	13
Flow Monitor Device on Customer Property		1		4	1	6
Low-flow Showerheads			4	120	105	229
Faucet Aerators			6	60	58	124

City of Upland

IEUA Locally Implemented Residential Programs	2021	2022	2023	2024	2025	Total
Landscape Tune-Up Program	81	127	62	86	158	514
Nozzles			505	617	1,363	2,485
Residential Landscape Retrofit Program	59	45				104
WBIC	79	65				144
Nozzles	128	12				140
Large Landscape Retrofit Program			22	24	41	87
WBIC			32	35	56	123
Nozzles				78	2	80
Small Site Controller Upgrade Program			49	40	59	148
WBIC			60	48	74	182
Res. Education, Survey, and Controller Upgrade Program	45	79				124
WBIC	54	95				149
Residential Pressure Regulation Program	29	43	28	27	7	134
SoCal Water\$mart Commercial Rebates	2021	2022	2023	2024	2025	Total
Irrigation Controller + Add on				6		6
Weather Based Irrigation Controllers (WBIC) for Large Landscapes	4	21				25
Stations		585				585
Rotating Nozzles for Pop-up Spray Heads	77	110		105	40	332
Turf Replacement	24,921	14,000	12,629	15,073	4,950	71,573
Additional Water Use Efficiency Programming	2021	2022	2023	2024	2025	Total
CBWCD Landscape Evaluation Audit Program		31	14	7	15	67
Source: (Inland Empire Utilities Agency, 2025)						

9.3.2 Implementation to Achieve Water Use Targets

Upland met its SBX7-7 2020 target. Most recently, in 2025, the water use was 196 GPCD, which is well below the 2020 target of 220 GPCD.

Water use efficiency standards from the CWOL Regulation supersede SBX7-7 standards. Water agencies, including the City, have been reporting on compliance since 2024. Under the adopted regulations, beginning in 2027, all retail water suppliers must keep their actual water use at or below a State-mandated UWUO. The City of Upland is expected to face one of the steeper reduction requirements and was estimated to exceed its UWUO by 11% in FY 2024–25. This gap is projected to grow to 30% or more by 2040. Achieving the next level of water savings will depend on increased incentives, stronger customer support services, and expanded outreach

and education—each requiring substantial and sustained investment. To meet the UWO the City plans to take on a wide range of new responsibilities potentially including, but not limited to:

- Identifying customers with inefficient use through data analysis tools like WaterView
- Expanding residential water efficiency programs, with a focus on irrigation tune-ups
- Measuring commercial landscape areas and identifying special landscape areas (SLAs)
- Providing targeted services to large irrigation accounts, including scheduling and system optimization
- Increasing incentives as well as support and education for turf removal and landscape transformation
- Categorizing and analyzing CII account use
- Documenting all planning, implementation, and outcomes in detailed annual reports to the State

In addition to meeting the UWUO, the City must implement extensive CII performance measures and expand annual reporting to the State.

10 Plan Adoption, Submittal, and Implementation

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

IN THIS SECTION

- Completed Steps for UWMP and WSCP

10.1 Completed Steps for UWMP and WSCP

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

The UWMP and WSCP were made available for public review in July 2026 and a public hearing was held on July 27, 2026 to receive public input on the draft documents.

The City of Upland City Council adopted the 2025 UWMP and the WSCP at a public meeting on July 27, 2026. The resolution of adoption is included as Appendix D.

This UWMP and WSCP were submitted to DWR through the WUEdata portal in July 2026. This UWMP and WSCP are available to the public on the Upland website.

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

10.2 Plan Submittal

Upland's City Council adopted the 2025 UWMP on July 27, 2026 and within 30 days, Upland submitted the adopted 2025 UWMP (including the WSCP) to DWR. The 2025 UWMP and WSCP were submitted through DWR's "Water Use Efficiency (WUE) Data Portal" website.

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

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

10.3 Public Availability

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

10.4 Amending an Adopted UWMP or WSCP

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

References

- California Department of Water Resources. (2021). *Methodologies for Calculating Baseline and Compliance Urban Per Capita Water*.
- California Department of Water Resources. (2025). *Urban Water Management Plan Guidebook*.
- Department of Water Resources. (2025). *Urban Water Management Plan Guidebook*.
- Governments, S. C. (2024). *Connect SoCal Regional Transportation Plan (RTP)*. Southern California Association of Governments.
- Inland Empire Utilities Agency. (2025). *Annual Reports*. Chino Hills, CA: Inland Empire Utilities Agency. Retrieved from <https://www.ieua.org/read-our-reports/annual-reports/>
- Inland Empire Utilities Agency. (2025). *Regional Water Use Efficiency Programs Report*. Chino Hills, CA: Inland Empire Utilities Agency. Retrieved from <https://www.ieua.org/read-our-reports/water-use-efficiency-reports/>
- Southern California Association of Governments. (2021).
- Southern California Water Company. (1998). *Southern California Water Company vs City of La Verne et al*. Santa Barbara.
- State of California Department of Water Resources. (2021). *Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use*.

Appendix A DWR Tables



Submittal Table 2-1 Retail: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
Add additional rows as needed			
CA3610050	City of Upland	20,132	17,960
Total		20,132	17,960
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES: 			

Submittal Table 2-2: Plan Identification		
Select One	Type of Plan	Name of Regional Alliance or RUWMP (Drop Down List)
☒	Individual UWMP	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
☐	Regional Urban Water Management Plan (RUWMP)	
	If Supplier selected RUWMP, select name from the drop-down.	
NOTES:		

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

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

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

Wholesale Water Supplier Name

Add additional rows as needed

Inland Empire Utilites Agency

Water Facilities Authority

Monte Vista Water District

San Antonio Water Company

NOTES:

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

Population Served	2025	2030	2035	2040	2045	2050(opt)
	81,580	82,562	83,543	85,077	86,610	88,143

NOTES:

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

Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		Potable or Non- Potable (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family		Potable	11,686
Commercial		Potable	2,337
Landscape		Potable	2,530
Other (optional)		Potable	614
Distribution System Water Loss		Potable	793
Subtotal Potable			17,960
Subtotal Non-Potable			0
Total			17,960
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES:			

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

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		Potable or Non-Potable (OPTIONAL) Drop down list	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 opt (AF)
Add additional rows as needed.							
Single Family		Potable	12,038	10,793	9,548	9,720	9,866
Single Family		Potable	2,498	2,240	1,981	2,017	2,047
Landscape		Potable	2,530	2,269	2,007	2,043	2,074
Distribution System Water Loss		Potable	722	647	572	583	592
Other (optional)	Recycled Water	Non-Potable					
Subtotal Potable			17,788	15,949	14,108	14,363	14,579
Subtotal Non-Potable			0	0	0	0	0
Total			17,788	15,949	14,108	14,363	14,579
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.							
NOTES: Recycled water was not included in this table in the UWMP; projected recycled water demands are presented in Section 6.4.2. For consistency with DWR’s autofill of normal year demand in Table 7-2, recycled water has been incorporated here.							

Submittal Table 4-3 Retail: Inclusion in Water Use Projections
Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)

Are Future Water Savings Included in Projections?

Drop down list (y/n)

Yes

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

Optional Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.

Section 4.3/
4.2.5

Are Lower Income Residential Demands Included In Projections?

Drop down list (y/n)

Yes

Optional If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.

DWR NOTES: Additional guidance is provided in Appendix K.

NOTES:

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

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

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

CA3610050	2020	No
	2021	No
	2022	No
	2023	No
	2024	No

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

NOTES: 2020 AWWA: Targeting submission 2026
2021 AWWA: Targeting submission 2026
2022 AWWA: Targeting submission 2026
2023 AWWA: Targeting submission 2026
2024 AWWA: Targeting submission 2026

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard Water Code Section 10631(d)(3)(C)												
Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss					
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit			Apparent Water Loss Per Unit per Day
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)		
Add additional rows as needed.												
CA3610050	Yes	26.9	Gallons per Service Connection per Day (GPSCD)	20,826	540.908	23.2	24.9	Gallons per Service Connection per Day (GPSCD)	20,826	821.894	35.2	
Water Board's Calculated Water Loss Standards												
DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss MUST remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.												
NOTES:												

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

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

Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	Only for suppliers that did not meet the Target in 2020 See DWR NOTES below.	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	220	210	Yes		NA

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

NOTES:

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

☐	Check the box if the Supplier does not pump groundwater. Proceed to the next table.						
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)						
Groundwater Type Drop Down List May use each category multiple times	Potable or Non-Potable (OPTIONAL) Drop down list	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Add additional rows as needed							
Alluvial Basin	Potable	Chino Basin	2,846	1,873	1,267	1,643	2,220
Alluvial Basin	Potable	Cucamonga Basin	2,356	2,643	2,413	1,913	2,386
Alluvial Basin	Potable	Six Basins	2,959	2,082	2,141	2,394	3,589
Total			8,161	6,598	5,821	5,950	8,195
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.							
NOTES 							

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

☐	Check the box if there is no wastewater collection system. Proceed to the next table.			
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)			
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)			
Wastewater Collection			Recipient of Collected Wastewater	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL Drop Down List	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number Drop down list	Is WWTP Located Within UWMP Area? Drop Down List
Add additional rows as needed				
City of Upland	Estimated	5,235	IEUA Carbon Canyon WWRF, Place ID 259184	No
Total Wastewater Received from UWMP Service Area in 2025:		5,235		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.				
NOTES: The row above described Carbon Canyon and RP-1 facilities.				

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area														
Water Code Section 10633(b)														
☐	Check the box if no wastewater is treated or disposed of within the UWMP service area. Proceed to the next table.													
Wastewater Treatment Plant Name and Place ID Number Drop down list	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) Drop down list	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	2025 Outcomes of Treated Wastewater										
				Water Recycled Within UWMP Service Area (enter data as applicable)		Water Recycled Outside of UWMP Service Area (enter data as applicable)		Effluent Discharge that is not a Permitted Recycled Water Use (enter data as applicable)		Required Discharge for Instream Flow (enter data as applicable)		Delivered to Another Entity for Additional Treatment (enter data as applicable)		
				Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Name of other entity
Add additional rows as needed														
IEUA Carbon Canyon WWRF, Place ID 259184	Yes	5,235	5,235		647		-		4,588		0		0	N/A
Total		5,235	5,235		647		0		4,588		0		0	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. IPR: Indirect Potable Reuse would have the treatment level of its end use requirement in the Level of Treatment drop-down. Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.														
NOTES: The row above described Carbon Canyon and RP-1 facilities.														

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area										
Water Code Section 10633 (c),(d),(e)										
☐	Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.									
Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :			IEUA							
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :			City of Chino Hills							
Volume of Supplemental Water Added in 2025 (OPTIONAL) :										
Source of 2025 Supplemental Water (OPTIONAL) :										
Use Type Drop down list	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	Potential Recycled Water Use	
									Volume	Narrative page number (OPTIONAL)
Add additional rows as needed										
Landscape irrigation (exc golf courses)	Non-Potable	Irrigation	647	570	580	590	590	590	590	
Subtotal Potable			-	-	-	-	-	-	-	
Subtotal Non-Potable			647	570	580	590	590	590	590	
Total			647	570	580	590	590	590	590	0
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table. Potential recycled water use: a description of the feasibility of these uses must be included in the narrative. Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.										
NOTES:										

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

☐

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

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Add additional rows as needed		
Landscape irrigation (exc golf courses)	703	647
Total	703	647

DWR NOTES:

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

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

NOTES:

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use Water Code Section 10633(f)	
1	Water Code Section 10633(f)
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	

☒	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
	Provide page location of narrative in the UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Add additional rows as needed			
Total (AF)			0
Unit Conversion to AF			0
DWR NOTES: Units of measure (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. The unit conversion to Acre Feet addresses the Water Code's requirement that this value be provided in acre-feet.			
NOTES:			

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs Water Code Section 10631(f)							
☒	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.						
☐	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.						
	Provide page location of narrative in the UWMP						
Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop Down list	Planned Implementation Year	Planned for Use in Year Type Drop Down List	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
Add additional rows as needed							
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.							
NOTES:							

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

Water Supply	Additional Description (as needed)	2025		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool		Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed				
Groundwater (not desalinated)	Chino Basin	Potable	2,220	
Groundwater (not desalinated)	Cucamonga Basin	Potable	2,386	
Groundwater (not desalinated)	Six Basins	Potable	3,589	
Surface water (not desalinated)	San Antonio Creek	Potable	1,902	
Purchased or Imported Water	Water Facilities Authority	Potable	2,783	
Purchased or Imported Water	San Antonio Water Company	Potable	5,080	
Recycled Water	Inland Empire Utilities Agency	Non-Potable	647	
Subtotal Potable			17,960	
Subtotal Non-Potable			647	
Total			18,607	
DWR NOTES:				
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.				
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.				
NOTES:				

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

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	Only for Water Delivery Products Under the Urban Water Supplier's Operational Control		
Start Date of Reporting Period	1/1/2020	Sum of All Water Management Processes	Non-Consequential Hydropower	
End Date of Reporting Period	12/31/2020			
Is upstream embedded energy in the values reported?	No			
Units of Measure for Water	AF	Total Utility See DWR NOTES	Hydropower	Net Utility
Volume of Water Entering Process		18,930		18,930
Energy Consumed (kWh)		12,717,578		12,717,578
Energy Intensity (kWh/vol. converted to MG)		2,062	-	2,062

DWR NOTES:

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

Quantity of Self-Generated Renewable Energy

0 kWh

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

Metered Data

Data Quality Narrative:

Energy data provided by SCE, February 2021

Narrative:

Energy consumed is for the conveyance, storage, distribution, and treatment of local surface and groundwater, and storage and distribution of imported water.

NOTES:

Optional Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats	
		☐	Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location: [insert location from UWMP]
			Quantification of available supplies is provided in this table as either volume only, percent only, or both.
			Volume Available (AF)
Average Year	2012-2025	18,807	100%
Single-Dry Year	2014	22,195	118%
Consecutive Dry Years 1st Year	2012	22,605	120%
Consecutive Dry Years 2nd Year	2013	22,510	120%
Consecutive Dry Years 3rd Year	2014	22,195	118%
Consecutive Dry Years 4th Year	2015	19,824	105%
Consecutive Dry Years 5th Year	2016	15,787	84%
DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table. Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.			
NOTES:			

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

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals (autofill from Submittal Table 6-9 R)	23,926	23,926	23,926	23,926	23,926
Use totals (autofill from Submittal Table 4-2 R)	17,788	15,949	14,109	14,363	14,578
Surplus/(shortfall)	6,138	7,977	9,817	9,563	9,348

OPTIONAL Planned WSCP Actions

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

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

NOTES:

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

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals	20,992	18,821	16,651	16,950	17,204
Use totals	20,992	18,821	16,651	16,950	17,204
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

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

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	21,380	19,169	16,958	17,263	17,522
	Use totals	21,380	19,169	16,958	17,263	17,522
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Second year	Supply totals	21,290	19,089	16,887	17,191	17,449
	Use totals	21,290	19,089	16,887	17,191	17,449
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Third year	Supply totals	20,992	18,821	16,651	16,950	17,204
	Use totals	20,992	18,821	16,651	16,950	17,204
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fourth year	Supply totals	18,750	16,811	14,872	15,139	15,367
	Use totals	18,750	16,811	14,872	15,139	15,367
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fifth year	Supply totals	14,931	13,387	11,843	12,056	12,237
	Use totals	14,931	13,387	11,843	12,056	12,237
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					

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

NOTES:

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

2026	Total
Total Water Use (AF)	21,545
Total Supplies (AF)	21,545
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2027	Total
Total Water Use (AF)	21,414
Total Supplies (AF)	21,414
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2028	Total
Total Water Use (AF)	21,073
Total Supplies (AF)	21,073
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2029	Total
Total Water Use (AF)	18,786
Total Supplies (AF)	18,786
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2030	Total
Total Water Use (AF)	14,931
Total Supplies (AF)	14,931
Surplus/Shortfall w/o WSCP Action	0

OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

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



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

Standard Shortage Levels	Percent Shortage Range	Suppliers Shortage Levels	Percent Shortage Range
1	Up to 10%	1	Up to 10%
2	Up to 20%	2	15-30%
3	Up to 30%	2	15-30%
4	Up to 40%	3	35-50%
5	Up to 50%	3	35-50%
6	>50%	4	>50%

NOTES:

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

No	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier Drop down list These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
Add additional rows as needed				
1	Other Actions (describe)	Percentage	up to 10%	Operational plan: change in allocation of existing supplies
2	Other Actions (describe)	Percentage	up to 20%	Operational plan: change in allocation of existing supplies
3	Other Actions (describe)	Percentage	up to 30%	Operational plan: change in allocation of existing supplies
4	Other Actions (describe)	Percentage	up to 40%	Operational plan: change in allocation of existing supplies
5	Other Actions (describe)	Percentage	up to 50%	Operational plan: change in allocation of existing supplies
6	Other Actions (describe)	Volume	up to 4,582 AFY	Additional purchases will reduce shortage gap
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				
NOTES: Due to the varied portfolio of supplies available under different operating conditions, the City does not anticipate a shortage of supply until level 6.				

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B),(D), and (E)					
No	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions Drop down list These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? For Retail Suppliers Only Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (Maybe a range) (AF)		
Add additional rows as needed					
1		Percentage		Permanent measures	Yes
2		Percentage		Same as Level 1 plus further outreach/restrictions to achieve 20% savings	Yes
2	Landscape - Limit landscape irrigation to specific days	Percentage	up to 20%	Even or odd days depending on address	Yes
2	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Percentage	up to 2%	Only on designated outdoor water use days and between sundown and noon, with hand held hose with shutoff nozzle only	Yes
2	Other water feature or swimming pool restriction	Percentage	up to 5%	Pool filling only on designated outdoor water use days	Yes
2	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	up to 5%		Yes
2	Landscape - Prohibit certain types of landscape irrigation	Percentage	up to 5%	Irrigation of golf course fairways prohibited unless using recycled water	Yes
2	Other	Percentage	up to 1%	Restrict use of fire hydrants only for emergency and health and safety activites and use for land development	Yes
3		Percentage		Same as Level 2 plus further outreach/restrictions to achieve 30% savings	Yes
4		Percentage		Same as Level 3 plus further outreach/restrictions to achieve 30% savings	Yes
4	Landscape - Limit landscape irrigation to specific days	Percentage	up to 25%	Limited to Tuesday abd Saturday or Wednesday and Sunday depending on address	Yes
4	Landscape - Limit landscape irrigation to specific times	Percentage	up to 25%	No irrigation between 6am and 1 hour before sundown	Yes
5		Percentage		Same as Level 4 plus further outreach/restrictions to achieve 50% savings	Yes
6		Percentage		Same as Level 5 plus further outreach/restrictions to achieve more than 50% savings	Yes
6	Landscape - Limit landscape irrigation to specific days	Percentage	50% or greater	Limites to 1 day only on Saturday or Sunday depending on address	Yes
6	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Percentage	up to 5%	Washing vehicles and equipment is prohibited	Yes
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES: Each level includes restrictions from the tool box drawer of the previous level.					

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

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

Appendix B DWR Checklist

B

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

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
6.1	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	n/a	Section 6.1
6.1	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	n/a	Sections 6.1, 6.9, 6.10 and 7.2.3
6.2	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water... (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	6-1	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins... (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin...	Water supplies and recycled water	n/a	N/A
6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins... describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	n/a	N/A
6.2	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water... (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	6-9	Section 6.9
6.1	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	6-8 and 6-9	Section 6.9
6.2	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	n/a	Section 6.5
6.2	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	6-2	Section 6.2
6.2	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System supplies (recycled water)	6-3	Section 6.2
6.2	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	6-4	Section 6.2 / 6.2.2
6.2	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	6-4	Section 6.2 / 6.2.2
6.2	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	6-4 and 6-5	Section 6.2 / 6.2.2
6.2	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System supplies (recycled water)	6-6	Section 6.2 / 6.2.2
6.2	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	n/a	Section 6.2 / 6.2.2
6.2	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	6-7	Section 6.4
6.2	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	6-7	Section 6.7/6.8
6.3	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System suppliers, energy intensity	O-1A, O-1B, O-1C, and O-2	Section 6.11
7.1	Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	n/a	Section 7.2.1
7.2	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	7-2, 7-3, and 7-4	Section 7.2.3
7.2	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	n/a	Section 7.2.4
7.3	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	n/a	Section 7.3

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
7.3	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	n/a	Section 7.3.1
7.3	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	n/a	Section 7.2
7.3	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	7-5	Section 7.3
7.3	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	n/a	Sections 7.2.1 and 6.9
8	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	n/a	Section 8
8	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	n/a	Section 8.3
8.2	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	n/a	Section 8.4
8.2	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier’s water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	n/a	Section 8.4.2
8.3	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	n/a	Section 8.5
8.3	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	8-1	Section 8.5
8.4	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	8-2	Section 8.6
8.4	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	8-3	Section 8.6 / 8.6.1
8.4	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning	8-2	Section 8.6.3
8.4	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	Table 8-3	Section 8.6.4
8.4	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	8-2 and 8-3	Section 8.6.5
8.4	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency plan	n/a	Section 8.6.6
8.5	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	n/a	Section 8.6.7
8.5	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	n/a	Section 8.7
8.6	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	n/a	Section 8.8
8.7	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	n/a	Section 8.9
8.7	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. <i>Water Shortage Emergencies</i> .	Water shortage contingency planning	n/a	Section 8.9
8.7	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	n/a	Section 8.9
8.8	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Section 8.10
8.8	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Section 8.10
8.8	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, <i>Excessive Residential Water Use During Drought</i> .	Water shortage contingency planning	n/a	Section 8.10
8.9	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	n/a	Section 8.11
8.10	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	n/a	Section 8.12

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
8.11	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	n/a	Section 8.13
8.12	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	n/a	Section 8.14
9.1	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	n/a	Section 9.2
9.2	Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand management measures	n/a	N/A
10	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	n/a	Section 10.1
10.2	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	10-1	Section 10.1
10.4	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 2026.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.2	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	n/a	Section 10.1
10.2	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	10-1	Section 10.1
10.3	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.4	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.4	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	n/a	Section 10.3
10.4	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.7	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	n/a	Section 10.4
10.5	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 10.3
10.5	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 10.3
10.6	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	n/a	N/A

Appendix C Public Hearing Notices

C



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Daily Bulletin-SB** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(909) 987-6397**.

Notice ID: DuW5232Ep2sjjc0yb6Tk | **Proof Updated: Jun. 29, 2026 at 01:55pm PDT**
Notice Name: CC - NPH UWMP and WSCP plans

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Keri Johnson
kjohnson@uplandca.gov
(909) 931-4120

FILING FOR

Daily Bulletin-SB

Columns Wide: 3 **Ad Class:** Legals

Total Column Inches: 16.04

Number of Lines: 55

07/13/2026: City Notices	393.39
07/20/2026: City Notices	393.39
Digital Rate	50.00

Subtotal	\$836.78
Tax	\$0.00
Processing Fee	\$0.00
Total	\$836.78

See Proof on Next Page

**NOTICE OF PUBLIC HEARING
2025 URBAN WATER MANAGEMENT PLAN AND
WATER SHORTAGE CONTINGENCY PLAN**

NOTICE IS HEREBY GIVEN that the City Council of the City of Upland will hold a public hearing on Monday, July 27, 2026, at 6:00 p.m., or as soon thereafter as the case may be heard, in the Council Chambers of the Upland City Hall, 460 N. Euclid Avenue, Upland, CA 91786 to consider and receive comments and consider adoption of a Draft 2025 Urban Water Management Plan (UWMP) and Draft Water Shortage Contingency Plan (WSCP). In compliance with California Water Code (§ 10610-10657 and § 10608 et seq.), the UWMP and WSCP are requested to contain detailed evaluations of the water supplies necessary to reliably meet demand over at least a 20-year period in both normal and dry years. Public input from diverse social, cultural and economic elements of the population is encouraged and will be considered during the finalization of the 2025 UWMP. All interested persons are invited to attend this public hearing and will be afforded the opportunity to present both oral and written statements, arguments, and beliefs.

A copy of the Draft UWMP and Draft WSCP is available for public review at the City Clerk's Office, Upland City Hall, located at 460 N. Euclid Avenue, Upland, CA 91786, and Upland Public Works Office, located at 1370 North Benson Avenue, Upland, CA 91786, during normal business hours, 8:00 a.m. to 6:00 p.m., Monday through Thursday. An electronic copy is also available on the City website at https://uplandca.gov/public_works/water/index.php.

If you have any questions regarding the City's 2025 UWMP or WSCP, please contact Michelle Madriz at (909) 291-2935 or mmadriz@uplandca.gov. Written comments may be submitted to the City Clerk's Office prior to the public hearing at uplandcityclerk@uplandca.gov or mailed to City of Upland – City Clerk's Office, 460 N. Euclid Ave., Upland, CA 91786.

It is the intention of the City of Upland to comply with the Americans with Disabilities Act (ADA). If you require special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at 909-931-4120 at least 48 hours prior to the meeting to inform us of your particular needs.

Keri Johnson
Upland City Clerk

Publish: July 13 & 20, 2026
Inland Valley Daily Bulletin - SB
Published: 7/13, 7/20/26

Appendix D Adoption Resolution

D

Placeholder page. Document to be inserted after adoption.

Appendix E 60 Day Notifications

E





City of Upland

Public Works Department / Utilities Division
1370 N. Benson Ave.
Upland, CA 91786

May 26, 2026

Todd Corbin
General Manager
Chino Basin Watermaster
9641 San Bernardino Rd.
Rancho Cucamonga, CA 91730
Delivered via Email: Tcorbin@cbwm.org

CITY OF UPLAND NOTICE OF PREPARATION OF THE 2025 URBAN WATER
MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN
RESCHEDULING OF THE PUBLIC HEARING MEETING TO MONDAY, JULY 27TH, 2026.

Dear Mr. Corbin,

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

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

A copy of Upland's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at Upland's City Hall and online at www.UplandCA.gov/water-services. Upland will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP, anticipated to occur as follows:

New Reschedule Date: Monday, July 27, 2026

Time: 6:00 p.m.

Location: 460 N. Euclid Ave. Upland, CA 91786

Upland invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Michelle Madriz via email at mmadriz@uplandca.gov or by phone at (909) 291-2935.

Sincerely,

A handwritten signature in blue ink, appearing to read "Damien R. Arrula", is written over a blue circular stamp.

Damien R. Arrula
Assistant City Manager



City of Upland

Public Works Department / Utilities Division
1370 N. Benson Ave.
Upland, CA 91786

May 26, 2026

Hye Jih Lee, P. E.
Director of Public Works
City of Chino
13220 Central Ave.
Chino, CA 91710
Delivered via Email: HJLee@cityofchino.org

CITY OF UPLAND NOTICE OF PREPARATION OF THE 2025 URBAN WATER
MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN
RESCHEDULING OF THE PUBLIC HEARING MEETING TO MONDAY, JULY 27TH, 2026.

Dear Mr. Lee,

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

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

A copy of Upland's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at Upland's City Hall and online at www.UplandCA.gov/water-services. Upland will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP, anticipated to occur as follows:

New Reschedule Date: Monday, July 27, 2026

Time: 6:00 p.m.

Location: 460 N. Euclid Ave. Upland, CA 91786

Upland invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Michelle Madriz via email at mmadriz@uplandca.gov or by phone at (909) 291-2935.

Sincerely,



Damien R. Arrula
Assistant City Manager



City of Upland

Public Works Department / Utilities Division
1370 N. Benson Ave.
Upland, CA 91786

May 26, 2026

Daniel Bobadilla, P. E.
Director of Public Works/City Engineer
City of Chino Hills
14000 City Center Dr.
Chino Hills, CA 91709
Delivered via Email: DBobadilla@Chinohill.org

CITY OF UPLAND NOTICE OF PREPARATION OF THE 2025 URBAN WATER
MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN
RESCHEDULING OF THE PUBLIC HEARING MEETING TO MONDAY, JULY 27TH, 2026.

Dear Mr. Bobadilla,

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

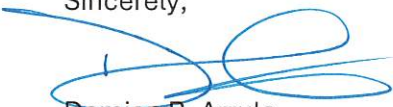
Water Code section 10621(b) requires an urban water supplier updating its UWMP and WSCP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing, thereby encouraging public involvement and agency coordination. This letter serves as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

A copy of Upland's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at Upland's City Hall and online at www.UplandCA.gov/water-services. Upland will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP, anticipated to occur as follows:

New Reschedule Date: Monday, July 27, 2026
Time: 6:00 p.m.
Location: 460 N. Euclid Ave. Upland, CA 91786

Upland invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Michelle Madriz via email at mmadriz@uplandca.gov or by phone at (909) 291-2935.

Sincerely,



Damien R. Arrula
Assistant City Manager



City of Upland

Public Works Department / Utilities Division
1370 N. Benson Ave.
Upland, CA 91786

May 26, 2026

Amanda Coker, P.E.
Deputy Director of Engineering
Cucamonga Valley Water District
10440 Ashford St.
Rancho Cucamonga, CA 91730
Delivered via Email: Amandac@cvwdwater.com

CITY OF UPLAND NOTICE OF PREPARATION OF THE 2025 URBAN WATER
MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN
RESCHEDULING OF THE PUBLIC HEARING MEETING TO MONDAY, JULY 27TH, 2026.

Dear Mrs. Coker,

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

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

A copy of Upland's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at Upland's City Hall and online at www.UplandCA.gov/water-services. Upland will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP, anticipated to occur as follows:

New Reschedule Date: Monday, July 27, 2026

Time: 6:00 p.m.

Location: 460 N. Euclid Ave. Upland, CA 91786

Upland invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Michelle Madriz via email at mmadriz@uplandca.gov or by phone at (909) 291-2935.

Sincerely,

Damien R. Arrula
Assistant City Manager



City of Upland

Public Works Department / Utilities Division
1370 N. Benson Ave.
Upland, CA 91786

May 26, 2026

Michael Hurley
Director of Planning and Resources
Inland Empire Utilities Agency
6075 Kimball Ave.
Chino, CA 91708
Delivered via Email: MHarley@ieua.org

CITY OF UPLAND NOTICE OF PREPARATION OF THE 2025 URBAN WATER
MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN
RESCHEDULING OF THE PUBLIC HEARING MEETING TO MONDAY, JULY 27TH, 2026.

Dear Mr. Hurley,

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

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

A copy of Upland's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at Upland's City Hall and online at www.UplandCA.gov/water-services. Upland will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP, anticipated to occur as follows:

New Reschedule Date: Monday, July 27, 2026

Time: 6:00 p.m.

Location: 460 N. Euclid Ave. Upland, CA 91786

Upland invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Michelle Madriz via email at mmadriz@uplandca.gov or by phone at (909) 291-2935.

Sincerely,

A blue ink signature of Damien R. Arrula, consisting of a stylized, flowing script.

Damien R. Arrula
Assistant City Manager



City of Upland

Public Works Department / Utilities Division
1370 N. Benson Ave.
Upland, CA 91786

May 26, 2026

Justin Scott-Coe
General Manager
Monte Vista Water District
10575 Central Ave.
Montclair, CA 91763
Delivered via Email: JScottcoe@mvwd.org

CITY OF UPLAND NOTICE OF PREPARATION OF THE 2025 URBAN WATER
MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN
RESCHEDULING OF THE PUBLIC HEARING MEETING TO MONDAY, JULY 27TH, 2026.

Dear Mr. Scott-Coe,

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

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

A copy of Upland's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at Upland's City Hall and online at www.UplandCA.gov/water-services. Upland will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP, anticipated to occur as follows:

New Reschedule Date: Monday, July 27, 2026

Time: 6:00 p.m.

Location: 460 N. Euclid Ave. Upland, CA 91786

Upland invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Michelle Madriz via email at mmadriz@uplandca.gov or by phone at (909) 291-2935.

Sincerely,

Damien R. Arrula
Assistant City Manager



City of Upland

Public Works Department / Utilities Division
1370 N. Benson Ave.
Upland, CA 91786

May 26, 2026

Scott Burton
Utilities General Manager
Ontario Municipal Utilities Company
1425 S. Bon View Ave.
Ontario, CA 91761
Delivered via Email: SBurton@ontarioca.gov

CITY OF UPLAND NOTICE OF PREPARATION OF THE 2025 URBAN WATER
MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN
RESCHEDULING OF THE PUBLIC HEARING MEETING TO MONDAY, JULY 27TH, 2026.

Dear Mr. Burton,

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

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

A copy of Upland's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at Upland's City Hall and online at www.UplandCA.gov/water-services. Upland will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP, anticipated to occur as follows:

New Reschedule Date: Monday, July 27, 2026

Time: 6:00 p.m.

Location: 460 N. Euclid Ave. Upland, CA 91786

Upland invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Michelle Madriz via email at mmadriz@uplandca.gov or by phone at (909) 291-2935.

Sincerely,

Damien R. Arrula
Assistant City Manager



City of Upland

Public Works Department / Utilities Division
1370 N. Benson Ave.
Upland, CA 91786

May 26, 2026

Noel Castillo
Public Works Director
County of San Bernardino
385 N. Arrowhead Ave.
San Bernardino, CA 92415
Delivered via Email: Noel.Castillo@dpw.sbcounty.gov

CITY OF UPLAND NOTICE OF PREPARATION OF THE 2025 URBAN WATER
MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN
RESCHEDULING OF THE PUBLIC HEARING MEETING TO MONDAY, JULY 27TH, 2026.

Dear Mr. Castillo,

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

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

A copy of Upland's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at Upland's City Hall and online at www.UplandCA.gov/water-services. Upland will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP, anticipated to occur as follows:

New Reschedule Date: Monday, July 27, 2026

Time: 6:00 p.m.

Location: 460 N. Euclid Ave. Upland, CA 91786

Upland invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Michelle Madriz via email at mmadriz@uplandca.gov or by phone at (909) 291-2935.

Sincerely,

A handwritten signature in blue ink, appearing to read "Damien R. Arrula".

Damien R. Arrula
Assistant City Manager



City of Upland

Public Works Department / Utilities Division
1370 N. Benson Ave.
Upland, CA 91786

May 26, 2026

Brian Lee
General Manager
San Antonio Water Company
139 N. Euclid Ave.
Upland, CA 91786
Delivered via Email: BLee@sawaterco.com

CITY OF UPLAND NOTICE OF PREPARATION OF THE 2025 URBAN WATER
MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN
RESCHEDULING OF THE PUBLIC HEARING MEETING TO MONDAY, JULY 27TH, 2026.

Dear Mr. Lee,

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

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

A copy of Upland's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at Upland's City Hall and online at www.UplandCA.gov/water-services. Upland will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP, anticipated to occur as follows:

New Reschedule Date: Monday, July 27, 2026

Time: 6:00 p.m.

Location: 460 N. Euclid Ave. Upland, CA 91786

Upland invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Michelle Madriz via email at mmadriz@uplandca.gov or by phone at (909) 291-2935.

Sincerely,

Damien R. Arrula
Assistant City Manager



City of Upland

Public Works Department / Utilities Division
1370 N. Benson Ave.
Upland, CA 91786

May 26, 2026

Van M. Jew
General Manager
Water Facilities Authority
1775 N. Benson Ave.
Upland, CA 91786
Delivered via Email: vjew@wfajpa.org

CITY OF UPLAND NOTICE OF PREPARATION OF THE 2025 URBAN WATER
MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN
RESCHEDULING OF THE PUBLIC HEARING MEETING TO MONDAY, JULY 27TH, 2026.

Dear Mr. Jew,

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

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

A copy of Upland's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at Upland's City Hall and online at www.UplandCA.gov/water-services. Upland will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP, anticipated to occur as follows on the rescheduled date:

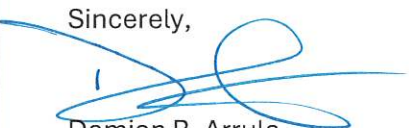
New Reschedule Date: Monday, July 27, 2026

Time: 6:00 p.m.

Location: 460 N. Euclid Ave. Upland, CA 91786

Upland invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Michelle Madriz via email at mmadriz@uplandca.gov or by phone at (909) 291-2935.

Sincerely,



Damien R. Arrula
Assistant City Manager

Appendix F Judgements

Chino Basin, Cucamonga Basin, and Six Basin Judgements

F

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

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

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

FILED
ANGELES SUPERIOR

DEC 18 1998

JOHN A. CLARKE, CLERK
John A. Clarke

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

11 SOUTHERN CALIFORNIA WATER COMPANY)

12 Plaintiff,)

13 vs.)

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

23 Respondents and Defendants.)
24
25
26
27
28

CASE NO. KC029152

Assigned for All
Purposes to Judge
William O. McVittie

Department O

(Complaint Filed, September 28,
1998)

JUDGMENT

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

DEC 18 1998

ATTEST

JOHN A. CLARKE

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

By *C. Morales*, Deputy

C. MORALES

144876.1:6774.54

TABLE OF CONTENTS

	PAGE
1 PRELIMINARY FINDINGS	1
2 A. Complaint	1
3 B. Answers and Cross-Complaints	2
4 C. Jurisdiction	2
5 D. Parties	2
6 E. Settlement Negotiations	4
7 1. Importance of Groundwater	4
8 2. Coordinated Study	4
9 3. Overdraft	4
10 a. Native Safe Yield	4
11 b. Safe Yield	5
12 c. Groundwater Production	5
13 F. Stipulation	5
14 JUDGMENT	6
15 I. INTRODUCTION	6
16 A. Definitions	6
17 1. Base Annual Production Right	6
18 2. Carryover Rights	6
19 3. Effective Date	6
20 4. Fiscal Year	6
21 5. Four Basins or Four Basins Area	6
22 6. Groundwater	6
23 6. Imported Water	6
24 8. In Lieu Procedures	6
25 9. Minimal Producers	6
26 10. Native Groundwater	6
27 11. Native Safe Yield	7
28 12. Native Water	7
29 13. Non-party	7
30 13. Operating Plan	7
31 14. Operating Safe Yield	7
32 15. Overdraft	7
33 16. Party or Parties	7
34 17. Physical Solution	8
35 18. Producer	8
36 19. Production	8
37 20. Replacement Water	8
38 21. Replacement Water Assessment	8
39 22. Replenishment	8
40 23. Replenishment Water	8
41 24. Return Flows	8
42 25. Safe Yield	8
43 26. Six Basins or Six Basins Area	8
44 27. Spreading	8
45 28. Storage and Recovery	9
46 29. Storage and Recovery Agreement	9
47 30. Transfer	9
48 31. Two Basins or Two Basins Area	9
49 32. Water Shortage Emergency	9

1	33.	Watermaster	10
2	34	Year	10
3	B.	Exhibits	10
4	Exhibit A:	Six Basin Map	10
5	Exhibit B:	Description of the Six Basins Area	10
6	Exhibit C:	Memorandum of Agreement (Re. PVPA Operations)	10
7	Exhibit D:	Base Annual Production of Parties	10
8	Exhibit E:	Description of Spreading Activities	11
9	Exhibit F:	City of Pomona Storage and Recovery Agreement	11
10	Exhibit G:	Initial Operating Plan	11
11	II.	FINDINGS AND HYDROLOGIC CONDITIONS	11
12	A.	Safe Yield	11
13	B.	Overdraft and Prescriptive Circumstances	11
14	1.	Adversity	11
15	2.	Continuity	11
16	3.	Notice	11
17	C.	High Groundwater Levels	12
18	D.	Water Quality Problems	12
19	III.	DECLARATION OF RIGHTS AND RESPONSIBILITIES	12
20	A.	General Provisions	12
21	1.	Surface Water Rights	13
22	2.	Loss of Priorities	13
23	3.	Limitations on Export	14
24	4.	No Abandonment of Rights	14
25	5.	Pre-Existing Rights	14
26	6.	Physical Solution	14
27	7.	Portability Between the Two Basins and Four Basins Areas	14
28	B.	Rights of the Parties to Produce Groundwater from the Four Basins	15
29	1.	Declaration of Rights	15
30	2.	Carryover Rights	15
31	3.	Transferability of Rights	16
32	4.	Portability of Rights Among the Four Basins	16
33	a.	No Substantial Injury	16
34	b.	Advance Written Notice to Watermaster	16
35	c.	Prior Watermaster Approval	16
36	d.	New Facility Defined	16
37	e.	Procedure for Resolution of Disputes	17
38	5.	Rights to Unused Groundwater Storage Capacity	17
39	6.	Priorities for Use of Groundwater Storage Capacity	17
40	7.	Loss of Stored and Carry-Over Water	17
41	8.	Consideration of Groundwater Levels	18
42	C.	The Parties' Rights to Groundwater and Storage in the Two Basins	18
43	1.	Declaration of Rights	18
44	2.	Storage and Recovery	18
45	3.	Transferability of Rights	19
46	D.	Rights and Responsibilities of PVPA	19
47	1.	Spreading Operations	19

1	2.	Waiver of Claims against PVPA	19
2	E.	Non-Parties	19
3	1.	Minimal Producers	19
4	2.	Parties' Rights Versus Non-Parties Reserved	20
5	IV.	REMEDIES	20
6	A.	Injunctions	20
7	1.	Injunction Against Unauthorized Production	20
8	2.	Injunction Against Unauthorized Storage	20
9	3.	Injunction Against Unauthorized Replenishment	20
10	B.	Continuing Jurisdiction	20
11	1.	Jurisdiction Reserved	20
12	2.	Intervention After Judgment	20
13	C.	Reservation of Other Remedies	21
14	1.	Claims By and Against Non-parties	21
15	2.	Claims Between Parties Unrelated to the Judgment	21
16	3.	Groundwater Levels	21
17	V.	WATERMASTER	21
18	A.	Composition, Voting and Compensation	21
19	B.	Nomination and Appointment Process	22
20	C.	Succession	22
21	1.	Partial Succession	23
22	2.	Non-Party Successor	23
23	3.	Party Successor	23
24	D.	Powers and Duties	23
25	E.	Organization and Meetings	24
26	F.	Limits on Assessments	25
27	VI.	PHYSICAL SOLUTION FOR THE SIX BASINS AREA	24
28	A.	General Purposes and Objectives	24
	1.	Physical Solution is Consistent With the Public Interest	25
	2.	Balance of Equities	25
	3.	Flexibility	25
	B.	Guidelines for Operation of Four Basins Area	25
	1.	Replenishment	25
	2.	Storage and Recovery	26
	3.	Operating Safe Yield	26
	4.	Production	26
	5.	Replacement Water	26
	a.	Obligation to Provide Replacement Water	27
	b.	In Lieu Procedures	27
	c.	Replacement Water Assessment	27
	6.	Development, Maintenance and Implementation of the Operating Plan	27
	7.	Initial Operating Plan	28
	8.	Annual Review of the Operating Plan	28
	9.	Replenishment	28
	10.	Storage and Recovery Pursuant to Storage and Recovery Agreements	29
	11.	Special Projects	30
	12.	Temporary Surplus Groundwater	30

1	C.	GUIDELINES FOR OPERATION OF THE TWO BASINS AREA	30
2	1.	Replenishment	30
3	2.	Storage and Recovery	31
4	3.	Production	31
5	VII.	ASSESSMENTS	31
6	A.	Ground Rules	31
7	1.	Authorization	31
8	2.	Assessment Spread	31
9	3.	Administrative Assessment	32
10	4.	Replacement Water Assessments	32
11	VIII.	DISPUTE RESOLUTION	32
12	A.	Entity for Resolution of Dispute	32
13	B.	Determination Regarding Substantial Injury	32
14	C.	Notice and Hearing	33
15	IX.	ADDITIONAL PROVISIONS	33
16	A.	Procedure	33
17	1.	Designation of Address for Notice and Service	33
18	2.	Service of Documents	34
19	3.	Recordation of Notice	34
20	4.	Judgment Binding on Successors	34
21	5.	Costs	34
22	6.	Review Procedures	34
23	a.	Effective Date of Watermaster Action	34
24	b.	Notice of Motion	35
25	c.	Time for Motion	35
26	d.	De Novo Nature of Proceeding	35
27	e.	Payment of Assessments	35
28	B.	Entry of Judgment	35
29		CODES	
30		California Constitution	
31		Article X, § 2	1, 2, 5, 8
32		California Open Meetings Law (Brown Act)	24
33		Government Code	
34		§ 54950	24
35		Public Utilities Code	
36		§ 1001	2
37		§ 2701	2
38		Water Code	
39		§ 2529	33
40		§ 4999	5, 11, 12

PRELIMINARY FINDINGS

A. Complaint.

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

- i. account for essentially all of the current production of groundwater from or the replenishment to the Canyon Basin, the Upper Claremont Heights Basin, the Lower Claremont Heights Basin, the Pomona Basin, the Live Oak Basin and the Ganesha Basin ("Six Basins Area"), located in Los Angeles and San Bernardino Counties, and described in Exhibits "A," and "B" attached hereto, and further defined in Judgment Section I(A) below; or
- ii. are public agencies with an interest in the efficient and responsible management of groundwater resources within the Six Basins.

On or about September 28, 1998 the Plaintiff filed a complaint against Defendants and Does 1 through 1,000 requesting a declaration of their individual and collective rights to groundwater and a mandatory and prohibitory injunction requiring the reasonable use and equitable management of groundwater within the Six Basins pursuant to *Article X, Section 2 of the California Constitution*. The pleadings further allege that the Plaintiff and Defendants collectively claim substantially all rights of groundwater use, replenishment and storage within the Six Basins Area, that the available Safe Yield (as defined in Judgment Section I(A), below) is being exceeded and that the groundwater supply to the Six Basins Area is inadequate to meet the current and long term demands of Plaintiff and Defendants without the imposition of a physical solution. Plaintiff requests a determination of all groundwater rights, including replenishment and storage rights, of whatever nature within the boundaries of the Six Basins and request the imposition of an equitable physical solution.

1 **B. Answers and Cross-Complaints.** On or before November 13, 1998, Plaintiff and
2 Defendants filed a stipulation for entry of judgment.

3 **C. Jurisdiction.** This Court has jurisdiction to enter judgment declaring and adjudicating
4 the Plaintiff's and Defendants' ("the Parties") rights to the reasonable and beneficial use of
5 groundwater by the Parties in the Six Basins Area pursuant to *Article X, Section 2 of the California*
6 *Constitution* and to impose a complete physical solution. All pre-existing rights to groundwater
7 within the Basin held or claimed by any Party (as defined in Section I(A) of the Judgment below) are
8 hereby settled and defined as the production allocations and the other rights and obligations set forth
9 under this judgment ("Judgment"). The respective allocations for each Party are expressly set forth
10 in Exhibit "D."

11 **D. Parties.**

12 1. SCWC is an investor-owned public utility incorporated under the laws of the
13 State of California. (*See Public Utilities Code Section 1001 et seq. and 2701 et seq.*) SCWC produces
14 groundwater from the Six Basins and delivers it for use on land within its certificated service area
15 that predominantly overlies some portion of the Six Basins, and otherwise is within the Counties of
16 Los Angeles and San Bernardino.

17 2. Pomona is a charter city situated in the County of Los Angeles. Pomona
18 produces groundwater from the Six Basins and delivers it for use on land within its incorporated
19 boundaries, on land lying outside its incorporated boundaries within the County of Los Angeles and
20 on City owned lands that predominantly overlie some portion of the Six Basins. Pomona owns and
21 controls land in the Six Basins Area upon which it has historically diverted, for direct use and
22 spreading, surface water from San Antonio Creek and Evey Canyon.

23 3. La Verne is a general law city situated in the County of Los Angeles. La Verne
24 produces groundwater from the Six Basins and delivers it for use on land within its incorporated
25 boundaries, on land lying outside its incorporated boundaries within the County of Los Angeles and
26 on City owned lands that predominantly overlie some portion of the Six Basins.

27
28

1 4. Upland is a general law city situated in the County of San Bernardino. Upland
2 produces groundwater from the Six Basins and delivers it for use on land within its incorporated
3 boundaries some portion of which overlie the Six Basins. It possesses a majority of the shares of
4 stock in San Antonio and West End.

5 5. San Antonio is a mutual water corporation incorporated under the laws of the
6 State of California, with its principal place of business in San Bernardino County. San Antonio
7 produces groundwater from the Six Basins and delivers it for use by its shareholders.

8 6. West End is a mutual water corporation, incorporated under the laws of the
9 State of California, with its principal place of business in San Bernardino County. West End
10 produces groundwater from the Six Basins and delivers it for use by its shareholders.

11 7. Claremont is a general law city situated in the County of Los Angeles.
12 Claremont's incorporated boundaries and City owned lands overlie a portion of the Six Basins. The
13 City has executed an agreement with SCWC with respect to its groundwater rights.

14 8. Pomona College is a California corporation, with a principal place of business
15 in the County of Los Angeles. Pomona College owns land and groundwater production facilities that
16 overlie the Six Basins Area and it has executed operating leases with SCWC regarding these
17 facilities. Pomona College has executed an agreement with SCWC with respect to its groundwater
18 rights.

19 9. Simpson is a Washington corporation, which is doing business in the State of
20 California and the County of Los Angeles. Simpson produces groundwater from the Six Basins for
21 its own use and also purchases water service from Pomona.

22 10. PVPA is a California corporation, operating on a non-profit basis for the mutual
23 benefit of its members with its principal place of business in the County of Los Angeles.
24 Shareholders of PVPA include Pomona, Pomona College, San Antonio, SCWC, Simpson, Upland
25 and West End. PVPA owns the primary spreading grounds and recharge facilities for the Six Basins
26 and owns other lands which also overlie the Six Basins. PVPA has undertaken ongoing studies and
27 evaluation of groundwater conditions in the Six Basins Area.

28

11. TVMWD is a California Municipal Water District formed pursuant to the provisions of the municipal water district act and with the power to acquire, control, distribute, store, and spread water for beneficial purposes within its boundaries.

E. Settlement Negotiations.

1. Importance of Groundwater. Groundwater is an important water supply source for businesses, individuals and public agencies that overlie or extract groundwater from the Six Basins. The Parties have a mutual and collective interest in the efficient and reasonable use of groundwater and the coordinated management of water resources to ensure the prudent use of the resource. The Parties have a further collective interest in furthering the efficient and reasonable use of groundwater and the coordinated and comprehensive management of water resources to ensure that the common resource may be sustained and enhanced.

2. Coordinated Study. PVPA has conducted and continues to conduct technical studies of the Six Basins and has developed groundwater models of the Six Basins. To achieve the goals of coordinated basin management and to ensure and promote the sustainable and enhanced use of the groundwater resources of the Six Basins, the Parties joined in a collaborative process, reviewed prior groundwater production reports and hydrologic studies, other historical data and engaged in new technical studies to supplement the previous work of PVPA. Substantial engineering, hydrologic and geologic data not previously known have been collected and jointly analyzed and verified by the Parties. Included therein are estimates of production and reported production from the Six Basins and further refinement of PVPA's groundwater models. The results of these efforts provide the technical foundation for this Judgment.

3. Overdraft.

a. Native Safe Yield. The Native Safe Yield (as defined in Judgment, Section I(A), below) of the Six Basins Area has historically been augmented generally by the spreading activities conducted by PVPA, Pomona and La Verne and from return flows from water imported to the Six Basins Area through TVMWD. There is no precise estimate of the Native Safe Yield; however, without augmentation comprised of the substantial spreading operations conducted

1 by PVPA and others, and the return flows from imported water, the amount of groundwater
2 comprising the Native Safe Yield is substantially less than the Safe Yield which is allocated to the
3 parties pursuant to this Judgment.

4 **b. Safe Yield.** Safe Yield (as defined in Judgment, Section I(A), below)
5 for all groundwater supplies within the Six Basins, including the benefits of historic augmentation
6 is nineteen thousand three hundred (19,300) acre feet per year.

7 **c. Groundwater Production.** Reports filed with the State of California
8 pursuant to *Water Code Section 4999 et seq.*, production records reported to PVPA by its members,
9 and independent verification by the Parties all demonstrate that the cumulative groundwater
10 production of the Parties from the Six Basins Area annually has been greater than twenty thousand
11 (20,000) acre feet in each of the five years immediately preceding the filing of this action. Therefore,
12 groundwater production has exceeded the available Safe Yield and *a fortiori* the Native Safe Yield
13 in each of the last five years.

14 **F. Stipulation.** The Parties, whose production from the Six Basins cumulatively comprise
15 essentially all of the groundwater production in the Six Basins Area, which have engaged in long-
16 standing groundwater replenishment activities or otherwise have an interest in the efficient and
17 coordinated management of groundwater, have stipulated to the entry of this Judgment. Each of the
18 Parties stipulate that this Judgment is a physical solution (as defined in Judgment, Section I(A),
19 below) which provides due consideration to the environment, the respective groundwater rights of
20 the Parties, and that this Judgment will not cause substantial material injury to any Party under these
21 circumstances of a lengthy period of overdraft and the competing claims to groundwater. The Parties
22 further stipulate that the Judgment is a fair and equitable allocation of water in accordance with the
23 provisions of *Article X, Section 2 of the California Constitution*.

24 //

25 //

26 //

27 //

28

JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. INTRODUCTION

A. Definitions.

1. "Base Annual Production Right" means the average annual production , in acre-feet, for each Party for the twelve year period beginning on January 1 of 1985 and ending on December 31 of 1996 as set forth in Exhibit "D".

2. "Carryover Rights" means the maximum percentage of a Party's annual allocation of Operating Safe Yield production of which may be deferred until the following Year free of any Replacement Water Assessment.

3. "Effective Date" means January 1, 1999.

4. "Four Basins or Four Basins Area" means the following groundwater basins and the area overlying them: Canyon, Upper Claremont Heights, Lower Claremont Heights and Pomona as shown on Exhibit "A" and further described in Exhibit "B".

5. "Groundwater" means all water beneath the ground surface and contained within any one of the Six Basins except as provided in Article IIIA Section 1.

6. "Imported Water" means water that is not naturally tributary to the Six Basins Area and which is delivered to the Six Basins Area.

7. "In Lieu Procedures" means a method of either providing Replacement Water or water to be stored under a Storage and Recovery Agreement whereby a Party receives direct deliveries of Imported Water or water other than Replenishment Water in exchange for foregoing the production of an equivalent amount of such Party's share of the Operating Safe Yield.

8. "Minimal Producers" means any producer whose production is less than 25 acre feet each Year.

9. "Native Groundwater" means groundwater within the Six Basins Area that originates from the deep percolation of rainfall, natural stream flow or subsurface inflow, and

expressly excluding groundwater which originates from (a) the Parties' replenishment activities and (b) return flows from both imported water and the Parties' replenishment activities, and water described in Article IIIA Section 1.

10. **"Native Safe Yield"** means the amount of Native Groundwater, in acre feet, that can be extracted from the Six Basins Area on an annual basis without causing an undesirable result. Expressed as a formula: Native Safe Annual Yield = Annually Available Groundwater - (Replenishment Water + return flows from Imported Water and Replenishment Water).

11. **"Native Water"** means water which is naturally tributary to the Six Basins Area.

12. **"Non-party"** means any person or entity which is not a party to this Judgment.

13. **"Operating Plan"** means the plan, developed by Watermaster (as defined in Judgment, Article V below) for the Four Basins Area, by which the purpose and objectives of the Physical Solution will be implemented and realized.

14. **"Operating Safe Yield"** means the amount of groundwater, in acre feet, which the Watermaster shall determine can be produced from the Four Basins Area by the Parties during any single year, free of any replacement obligation under the Physical Solution herein. Because of the benefits created by coordinated management of groundwater provided by the Physical Solution, the Operating Safe Yield set by Watermaster may exceed the Safe Yield that would otherwise be available for production by the Parties. The Two Basins Area is excluded from the Operating Safe Yield allocated pursuant to this Judgment with its annual Safe Yield being equivalent to the amount of groundwater La Verne may reasonably produce from the Two Basins Area on an annual basis without causing substantial injury to any other Party.

15. **"Overdraft"** means a condition wherein the total annual production from a groundwater basin exceeds the Safe Yield.

16. **"Party or Parties"** means any person(s) or entity(ies) named in this action, who has/have intervened in this case or has/have become subject to this Judgment through succession, stipulation, transfer, default, trial or otherwise.

1 17. **"Physical Solution"** means the efficient and equitable coordinated management of
2 groundwater within the Six Basins Area to maximize the reasonable and beneficial use of
3 groundwater resources in a manner that is consistent with the public interest, *Article X,*
4 *Section 2 of the California Constitution,* and with due regard for the environment.

5 18. **"Producer"** means a person, firm, association, organization, joint venture, partner-
6 ship, business, trust, corporation or public entity who, or which, produces or has a right to
7 produce groundwater from the Six Basins Area.

8 19. **"Production"** means the process of pumping groundwater; also, the gross amount
9 of groundwater pumped.

10 20. **"Replacement Water"** means imported water or water other than Replenishment
11 Water supplied through in-lieu procedures that is acquired by the Watermaster or provided
12 by a Party to replace production by such Party in excess of the amount of its share of the
13 Operating Safe Yield, Carry-Over Rights and Storage and Recovery rights authorized by
14 Watermaster.

15 21. **"Replacement Water Assessment"** means an assessment levied by Watermaster
16 pursuant to Article XII A, Section 4 of this Judgment.

17 22. **"Replenishment"** means a program to spread or inject Replenishment Water into
18 the Six Basins Area. A description of the current replenishment programs is attached hereto
19 as Exhibit "E."

20 23. **"Replenishment Water"** means native water which augments the Native Safe Yield
21 and thereby comprises a portion of the Operating Safe Yield pursuant to a historical
22 replenishment program as described in Article VIB, Section 9 and Exhibit E.

23 24. **"Return Flows"** means water which percolates, infiltrates or seeps into the Six
24 Basins after having been previously applied to some end use by one of the Parties or any user
25 of water.

26 25. **"Safe Yield"** means the amount of groundwater, including Replenishment and return
27 flows from Imported Water, that can be reasonably produced from the combined Two Basins
28

1 and the Four Basins Areas on an annual basis without causing an undesirable result, including
2 but not limited to land subsidence, water quality degradation, and harm from high
3 groundwater levels, i.e. 19,300 acre feet per year.

4 **26. "Six Basins or Six Basins Area"** means the Four Basins Area plus the Two Basins
5 Area, as shown on Exhibit "A" and further described in Exhibit "B."

6 **27. "Spreading"** means a method of groundwater recharge whereby water is placed in
7 permeable impoundments and allowed to percolate into a basin.

8 **28. "Storage and Recovery"** means a program administered under an agreement
9 between the Watermaster and a Party to store water either directly by sinking, spreading or
10 injecting or by in-lieu procedures, into the Four Basins, and subsequently recovering such
11 water without regard to the limitations imposed by the Party's Base Annual Production Right.

12 **29. "Storage and Recovery Agreement"** means an agreement between Watermaster and
13 a Party for Storage and Recovery of water by such Party. An acceptable pre-approved
14 Storage and Recovery Agreement between Watermaster and Pomona is listed on Exhibit "F."

15 **30. "Transfer"** means temporary or permanent assignment, sale, contract or lease of any
16 Party's Base Annual Production Right and its associated percentage of the Safe Yield, Carry-
17 Over Rights or rights to recover water stored under a Storage and Recover Agreement to any
18 other Party or a person that becomes a Party. A lease shall not be considered a "permanent
19 transfer" unless both the Lessee and Lessor jointly agree to such characterization.

20 **31. "Two Basins or Two Basins Area"** means the Live Oak and Ganesha Basins and
21 the areas overlying them, as shown on Exhibit "A" and further described in Exhibit "B."

22 **32. "Water Shortage Emergency"** means the substantial impairment, which cannot be
23 promptly mitigated, of the ability of the Parties to provide sufficient water for human
24 consumption, sanitation and fire protection because of: (a) a sudden occurrence such as
25 storm, flood, fire, unexpected equipment outage; or (b) an extended period of drought.

26 **33. "Watermaster"** means the committee with the powers and duties defined in Article
27 V of this Judgment.
28

1 **34. "Year"** means a calendar year.

2 **B. Exhibits.** Each exhibit is expressly incorporated herein and made part of this
3 Judgment.

4 Exhibit A: Six Basin Map

5 Exhibit B: General Description of the Six Basins Area

6 Exhibit C: Memorandum of Agreement between Watermaster and PVPA

7 Exhibit D: Base Annual Production Rights of Parties

8 Exhibit E: Description of Replenishment Programs

9 Exhibit F: City of Pomona Storage and Recovery Agreement

10 Exhibit G: Initial Operating Plan

11 **II. FINDINGS AND HYDROLOGIC CONDITIONS**

12 **A. Safe Yield.** Prior to the imposition of this Physical Solution, the Safe Yield of the Six
13 Basins is historically found to be 19,300 acre feet per year.

14 **B. Overdraft and Prescriptive Circumstances.** For a period in excess of five
15 consecutive Years prior to the filing of the complaint herein, the Native Safe Yield and the Safe Yield
16 have been exceeded by the aggregate Production therefrom and the Six Basins have been in a
17 continuous state of Overdraft. The court finds that the Production constituting such Overdraft has
18 been open, notorious, continuous, adverse, hostile, and under claim of right. The court further finds
19 that the groundwater Production has exceeded the Native Safe Yield and the Safe Yield in each of
20 the last five years and thus all the required elements necessary to establish prescription have been
21 satisfied.

22 **1. Adversity.** The Native Safe Yield of the Six Basins Area has been continuously
23 exceeded for decades. It is only through the ongoing Replenishment undertaken by PVPA, Pomona
24 and La Verne coupled with the availability of and return flows from Imported Water that a further
25 decline in water levels has been averted. An unmanaged downward decline in water levels is known
26 to have severe adverse impacts on the rights of groundwater producers and groundwater quality, to
27 cause land subsidence and to cause increased pump-lifts. Moreover, the Court finds that presently
28

1 estimated Safe Yield of 19,300 acre feet, with the full benefit of the Replenishment carried on by the
2 Parties has been exceeded and if Production is not managed pursuant to this Physical Solution, severe
3 adverse impacts will result.

4 **2. Continuity.** The Native Safe Yield has been continuously exceeded for at least two
5 decades. For each of the last five Years the Safe Yield has been exceeded. The Court finds that
6 cumulative total Production from the Six Basins Area for the Years 1993 through 1997 is as follows:

7 1993	21,020 acre feet
8 1994	20,313 acre feet
9 1995	22,959 acre feet
10 1996	23,584 acre feet
11 1997	21,902 acre feet

12 **3. Notice.** Each of the Parties with a Base Annual Production Right, or their agents, have
13 filed groundwater production reports with the State Department of Water Resources pursuant to
14 *Water Code Section 4999*. These reports are public records and are available for inspection by any
15 member of the public. SCWC is an investor-owned public utility subject to regulation by the
16 California Public Utilities Commission (PUC). Its records, reports and filings with the PUC regularly
17 include information regarding the wells used and groundwater produced from the Six Basins Area.
18 The PUC has held publicly noticed rate hearings which have been attended by the public and
19 representatives from Claremont. Pomona, La Verne and Upland are all public entities and their
20 groundwater production information are public records and open to public inspection upon reasonable
21 notice. PVPA has frequently published reports which indicate the nature of its Replenishment and
22 the volume of groundwater produced in the Six Basins Area. At least two settlement agreements
23 have been entered between certain Parties on matters related to the adverse impacts of increased
24 groundwater production. Both of these agreements were approved by a public entity and are public
25 records. Moreover, the negotiations leading up to the entry of this Judgment were open to all persons
26 claiming the right to produce groundwater by virtue of their owning overlying land or having
27 corporate boundaries overlying the Six Basins Area. Regular meetings concerning these negotiations
28

1 have been held at the headquarters of TVMWD, a public agency, and were personally attended by
2 representatives from each of the Parties. These meetings have taken place at regular intervals for
3 more than twelve consecutive months and the contents of this Judgment and the status of groundwater
4 conditions in the Six Basins Area has remained readily available. Accordingly, the Court finds that
5 all persons claiming the right to produce had actual notice, constructive notice or could have easily
6 determined upon reasonable diligence that the Six Basins Area was in Overdraft and of each Party's
7 claim to groundwater. The circumstances of such Overdraft and water use are such that each of the
8 Parties either: (i) had actual knowledge of such circumstances; or (ii) should have discovered such
9 circumstances upon the exercise of reasonable diligence or (iii) received constructive notice of the
10 adverse nature of such aggregate production through the public record filings with the State of
11 California pursuant to *Water Code Section 4999* and through the various reports published by the
12 Parties.

13 **C. High Groundwater Levels.** There are cienegas and springs in the Four Basins Area
14 and there is a potential for groundwater to rise to the surface regardless of the replenishment,
15 replacement or storage operations of the Watermaster and carried out by the Parties. Periodically,
16 though not in the past twelve years, high groundwater levels have constituted an important causative
17 factor, in creating damage in the Four Basins Area.

18 **D. Water Quality Problems.** Some of the Six Basins have experienced problems of high
19 concentrations of nitrates and volatile organic compounds (VOC's) in groundwater. Potential sources
20 of the nitrate are historical agricultural practices and individual wastewater disposal systems, most
21 of which have been abandoned. The Two Basins Area and some of the Four Basins Area have been
22 adversely impacted by high concentrations of nitrates and VOC's and may also require remediation.

23 **III. DECLARATION OF RIGHTS AND RESPONSIBILITIES**

24 **A. General Provisions.**

25 **1. Surface Water Rights.** Pomona and San Antonio have prior and paramount pre-
26 1914 water rights, superior to the rights of any other party, to the surface water and supporting
27
28

1 subsurface flows historically and presently diverted therefrom in San Antonio and Evey Canyon,
2 except as provided in Article VIB Section 9 and as referenced in Article IIIA Section 1d.

3 a. Historically, Pomona and San Antonio have diverted, and presently are
4 diverting, surface waters and supporting subsurface flows from San Antonio Canyon.

5 b. Historically, Pomona has diverted, and presently is diverting, surface water
6 and supporting subsurface flows from Evey Canyon.

7 c. Pomona and San Antonio are under no obligation to spread such waters.

8 d. Surface waters and supporting subsurface flows diverted in San Antonio and
9 Evey Canyons at existing diversion locations are excluded from (i) the operation of this Judgment
10 and (ii) the determination of Operating Safe Yield, except to the extent of the portion of such waters
11 which are spread by Pomona at its Pedley Treatment Plant, which portion is governed by the
12 provisions of Article VIB, Section 9.

13 e. The diversion and the use of surface waters and supporting subsurface flows
14 shall not be subject to this Judgment.

15 f. The above-referenced surface waters and supporting subsurface flows shall
16 not be subject to allocation among the Parties pursuant to this Judgment.

17 g. Surface waters and supporting subsurface flows may be used by Pomona and
18 San Antonio to satisfy Replacement Water obligations as provided in Article VIB, Section 5.

19 **2. Loss of Priorities.** By reason of the long continued overdraft in the Six Basins, and
20 in light of the complexity of determining appropriative priorities and the need for conserving and
21 making maximum beneficial use of the water resources of the State, each and all of the Parties listed
22 in Exhibit "D" are estopped and barred from asserting special priorities or preferences *inter se* to
23 groundwater except as expressly provided herein. All the Parties' rights to groundwater are
24 accordingly deemed and considered to be of equal priority unless otherwise expressly stated herein.

25 **3. Limitations on Export.** Other than the limitation on Pomona's use of 109 acre feet
26 as further described in Exhibit "D", any Party's share of the Operating Safe Yield, including
27 Carryover Rights and Transfers, may be produced and exported for use outside the Six Basins Area.

28

1 However, groundwater stored and recovered pursuant to a Storage and Recovery Agreement may be
2 produced and exported only in accordance with the terms and conditions of the Storage and Recovery
3 Agreement.

4 **4. No Abandonment of Rights.** It is in the interest of reasonable beneficial use of the
5 Six Basins Area and its water supply, that no Party be encouraged to take and use more water in any
6 Year than is actually required. Failure to produce all of the water to which a Party is entitled
7 hereunder shall, in and of itself, not be deemed to be, or constitute an abandonment of such Party's
8 right, in whole or in part.

9 **5. Pre-Existing Rights.** This Judgment controls each Party's rights to the Production,
10 Replenishment, Storage and Recovery of groundwater and expressly supersedes other rights, claims
11 or defenses arising from agreement, operation of law, prior use or a prior judgment to the extent that
12 they are inconsistent with this Judgment. However, nothing in this Judgment shall alter or affect any
13 rights or remedies that any Party may have under any contract or agreement with any other Party on
14 matters which are not inconsistent with or are unrelated to the provisions of this Judgment or as
15 provided in Article IVC herein.

16 **6. Physical Solution.** This Judgment represents a total and complete Physical Solution
17 for the Six Basins Area and all basins included therein. Although prior hydrologic and physical
18 conditions limited the Safe Yield to 19,300 acre feet per year, through the coordinated and equitable
19 management of the Four Basins and Two Basins Areas provided under this Judgment, an Operating
20 Safe Yield, Operating Plan and Base Annual Production Rights shall be independently established
21 for the Four Basins Area. However, La Verne shall be entitled to produce groundwater from the Two
22 Basins Area in addition to its equitable share of the Four Basins Operating Safe Yield, as provided
23 in accordance with the terms of this Judgment.

24 **7. Portability Between the Two Basins and Four Basins Areas.** A Party's right to
25 produce, store or recover groundwater accruing under this Judgment in the Four Basins Area may not
26 be transferred, exchanged or exercised in the Two Basins Area. A Party's right to produce, store or
27
28

1 recover groundwater accruing under this Judgment in the Two Basins Area may not be transferred,
2 exchanged or exercised in the Four Basins Area.

3 **B. Rights of the Parties to Produce Groundwater from the Four Basins.**

4 1. **Declaration of Rights.** The Parties listed in Exhibit "D" are the owners of
5 appropriate rights, including rights by prescription, and exercised and unexercised overlying rights
6 of equal priority, and each Party shall be entitled to produce groundwater under the Physical Solution
7 and to share in the Operating Safe Yield of the Four Basins according to the percentages set forth in
8 Exhibit "D" as Base Annual Production Rights in a manner consistent with the provisions of this
9 Judgment.

10 2. **Carryover Rights.** Any Party that produces less than its share of the Operating Safe
11 Yield in any Year shall have the right to carry the unproduced portion forward to be produced in the
12 following year subject to the following limitations: (a) the first water produced in any Year shall be
13 deemed to be an exercise of any Carryover Right; (b) a Party's Carryover Right cannot exceed 25
14 (twenty-five) per cent of such Party's share of the current Operating Safe Yield for the prior Year;
15 and (c) Carryover Rights may be lost in the event replenishment is discontinued or curtailed as
16 provided below in Article IIIB, Section 7.

17 3. **Transferability of Rights.** Subject to the limitations set forth in ^hhis Judgment, a Base
18 Annual Production Right and its associated percentage of the Operating Safe Yield, as well as any
19 Carryover Rights and water stored under a Storage and Recovery Agreement, may be transferred, in
20 whole or in part, among existing Parties or to any other person that becomes a Party on either a
21 temporary or permanent basis provided that no Party is substantially injured by the Transfer. Pro-
22 duction pursuant to any such Transfer shall be subject to the limitations on carryover and portability
23 set forth in Article IIIB, Section 4. Any such Transfer shall become effective upon being recorded
24 with Watermaster. Watermaster shall revise Exhibit "D" annually, to reflect any permanent
25 Transfers. The permanent Transfer of any Party's full Base Annual Production Right shall require
26 Watermaster approval. Upon Watermaster approval the permanent Transfer of a Party's full Base
27 Annual Production Right may require an adjustment in the Party representatives to the Watermaster
28

1 and the number of votes of the Party's representatives as provided in Article V. Notwithstanding the
2 provision of this Article IIIB, Section 3, Pomona shall not be entitled to Transfer 109 acre feet of its
3 Base Annual Production Right and its associated percentage of Operating Safe Yield.

4 **4. Portability of Rights Among the Four Basins.** Any Party with a Base Annual
5 Production Right, shall have the right to produce its share of the Operating Safe Yield of the Four
6 Basins, including any Carryover Rights or Transfers, from any or all of the Four Basins, subject to
7 the following conditions.

8 **a. No Substantial Injury.** Any groundwater production from a "new" location
9 shall not cause substantial injury to another Party.

10 **b. Advance Written Notice to Watermaster.** Any Party that intends to
11 undertake any of the following actions shall provide thirty (30) days' advance written notice to the
12 Watermaster: (i) acquire, construct or operate a "new" groundwater production facility in any one
13 of the Four Basins in which it is then producing groundwater; (ii) change the point of extraction from
14 an existing groundwater production facility to a "new" groundwater production facility where the old
15 and the new groundwater production facilities are both within the Canyon or Upper Claremont
16 Heights or Lower Claremont Heights Basins; (iii) change the point of extraction from an existing
17 groundwater production facility on one side of the Indian Hill Fault to a "new" facility on the other
18 side of the Indian Hill Fault.

19 **c. Prior Watermaster Approval.** Any Party that changes the point of extraction
20 from an existing groundwater production facility on one side of the Indian Hill Fault to a "new"
21 facility located on the other side of the Indian Hill Fault and increases the cumulative rate of annual
22 extraction therefrom by more than 2,000 acre feet per year shall be required to obtain the prior written
23 approval of the Watermaster.

24 **d. New Facility Defined.** "New" as used in this Section 4 means either (i) an
25 increase or enlargement in the pre-existing design capacity of a groundwater production facility or
26 (ii) a movement in the location of a groundwater extraction facility by more than three hundred (300)
27 feet or from one legal parcel to another legal parcel.

28

1 e. **Procedure for Resolution of Disputes.** The Watermaster shall make all
2 necessary determinations and resolve all disputes arising under this Article IIIB, Section 4 in
3 accordance with the provisions of Article VIII.

4 5. **Rights to Unused Groundwater Storage Capacity.** From time to time there may
5 exist in the Four Basins, unused storage capacity. Parties holding Base Annual Production Rights
6 pursuant to this Judgment and TVMWD for the sole purpose of storing Imported Water, shall have
7 the exclusive rights to use such storage capacity, and subject to the complete discretion of the
8 Watermaster, may sink, spread or inject water into the Four Basins Area pursuant to a Storage and
9 Recovery Agreement.

10 6. **Priorities for Use of Groundwater Storage Capacity.** In directing spreading and
11 controlling the use of groundwater storage capacity, the Watermaster shall give first priority to
12 Replenishment Water; second priority to Carryover Rights; third priority to Storage and Recovery
13 of water which is naturally tributary to the Six Basins Area; fourth priority to Storage and Recovery
14 of Imported Water, and fifth priority to Storage and Recovery of other water.

15 7. **Loss of Stored and Carryover Water.** After providing notice and opportunity to be
16 heard to any affected Party pursuant to Article IXA, if the Watermaster reasonably determines that
17 Replenishment had to be terminated or curtailed in any year, or that Replenishment Water was
18 rejected because of insufficient storage capacity, some or all of a Party's unproduced Carryover
19 Rights or Storage and Recovery rights may be deemed lost. The amount of water subject to loss shall
20 be equal to that quantity of Replenishment Water which was curtailed or rejected solely because of
21 insufficient storage capacity in the Four Basins.

22 The burden of a determination by Watermaster that rejected recharge has occurred and that
23 there shall be a loss of stored and Carryover water, shall be shared proportionately by each Party to
24 the extent the quantity of water held by each Party at the time of the loss bears to the total quantity
25 of water within each of the classification. Any losses shall be charged first to the storage of other
26 water, then to the storage of Imported Water, then to the storage of Native Water, then to Carryover
27 Water as expressly set forth below.

- a. Highest priority shall be given to Replenishment Water.
- b. Second priority against loss shall be given to Carryover Water.
- c. Third priority against loss shall be given to storage of Native Water.
- d. Fourth priority against loss shall be given to storage of Imported Water.
- e. Fifth priority against loss shall be given to storage of other water.

8. **Consideration of Groundwater Levels.** Watermaster shall make every reasonable effort to establish water operations limits so that the spreading of Replenishment or Replacement water, groundwater storage pursuant to a Storage and Recovery Agreement, or the determination of Operating Safe Yield shall not cause high groundwater levels that result in material damage to overlying property (not including sand and gravel excavations or operations) or cause groundwater to surface above the undisturbed natural terrain.

C. **The Parties' Rights to Groundwater and Storage in the Two Basins.**

1. **Declaration of Rights.** In recognition of the remediation efforts that are likely to be necessary to maximize groundwater production from the Two Basins; because of the detected high nitrate concentrations and in recognition that La Verne is uniquely situated to remedy these water quality conditions and exploit future opportunities; because of the minimal hydrologic communication between the Four Basins and Two Basins, and in furtherance of a complete and total physical solution for the Six Basins Area, La Verne shall have the right to produce as much groundwater as it may reasonably withdraw from the Two Basins Area on an annual basis so long as it does not substantially injure the rights of any other Party.

2. **Storage and Recovery.** La Verne has the sole right to use available storage capacity in the Two Basins in its complete discretion for the Storage and Recovery of groundwater so long as it does not cause substantial injury to any other Party. La Verne shall not be required to obtain a Storage and Recovery Agreement from the Watermaster for Storage and Recovery programs carried out within the Two Basins Area provided that (i) such production or use of storage capacity shall not cause substantial injury to any other Party and (ii) La Verne provides 60 (sixty) days' advance written notice to Watermaster before initiating such a Storage and Recovery program.

1 **3. Transferability of Rights.** Subject to the limitations set forth in Article III A,
2 Section 7, La Verne's right to produce groundwater from the Two Basins Area may be transferred,
3 in whole or in part, among existing Parties or to any other person that becomes a Party, on either a
4 temporary or permanent basis provided that no Party is substantially injured by the Transfer. The
5 permanent Transfer of the right to produce groundwater from the Two Basins Area shall not be
6 effective until approved by Watermaster.

7 **D. Rights and Responsibilities of PVPA.**

8 **1. Spreading Operations.** PVPA and the other Parties have negotiated a Supplemental
9 Memorandum of Agreement, attached hereto as Exhibit "C". This Supplemental Memorandum of
10 Agreement and all modifications or amendments thereto shall include a provision for Watermaster's
11 indemnity of PVPA for all Replenishment activities undertaken by PVPA at the direction of the
12 Watermaster. Within sixty (60) days of entry of this Judgment, Watermaster and PVPA shall execute
13 the Agreement. Upon execution, the Agreement shall become part of the Physical Solution. PVPA
14 shall not be required to execute a Storage and Recovery Agreement with Watermaster for its
15 Replenishment activities carried out under the direction of the Watermaster. The Spreading
16 operations conducted by PVPA may result in incidental Replenishment to the Two Basins Area and
17 none of the Parties have a right to object thereto. This Replenishment is authorized under the
18 Judgment.

19 **2. Waiver of Claims Against PVPA.** The Parties expressly waive any and all claims
20 against PVPA arising from facts, conditions or occurrences in existence before the Effective Date and
21 arising from PVPA's spreading operations including but not limited to water quality degradation,
22 subsurface infiltration, high groundwater or groundwater Overdraft within the Six Basins Area.

23 **E. Non-parties.**

24 **1. Minimal Producers.** Minimal producers are not bound or affected by this Judgment.
25 No person may produce twenty-five acre feet or more in any Year without becoming a Party.

2. **Parties' Rights Versus Non-parties Reserved.** The Parties expressly reserve all rights, without limitation, concerning any and all claims raised by persons not a Party to this Judgment as provided in Article IV C Section 1.

IV. REMEDIES

A. **Injunctions.**

1. **Injunction Against Unauthorized Production.** Each and every Party, its officers, agents, employees, successors and assigns is enjoined and restrained from producing water from the Six Basins except as authorized herein.

2. **Injunction Against Unauthorized Storage.** Each and every Party, its officers, agents, employees, successors and assigns is enjoined and restrained from storing water in the Six Basin Area except as authorized herein.

3. **Injunction Against Unauthorized Replenishment.** Each and every Party, its officers, agents, employees, successors and assigns is enjoined and restrained from replenishing water in the Six Basin Area except as authorized herein.

B. **Continuing Jurisdiction**

1. **Jurisdiction Reserved.** Full jurisdiction, power and authority are retained by and reserved to the Court upon the application of any Party, by a motion noticed in accordance with the review procedures of Article XIA, Section 6 hereof, to make such further or supplemental order or directions as may be necessary or appropriate for interpretation, enforcement or implementation of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions thereof consistent with the rights herein decreed; provided that nothing in this paragraph shall authorize a reduction of the Base Annual Production Right of any Party except pursuant to a Transfer.

2. **Intervention After Judgment.** Any Non-party who proposes to produce Groundwater from the Six Basins Area in an amount equal to or greater than 25 acre feet per Year, may seek to become a Party to this Judgment through (a) a stipulation for intervention entered into with Watermaster or (b) any Party or Watermaster filing a complaint against the Non-party requesting

1 that the Non-party be joined in and bound by this Judgment. Watermaster may execute said Stipu-
2 lation on behalf of the other Parties herein, but such stipulation shall not preclude a Party from
3 opposing such intervention at the time of the Court hearing thereon. A stipulation for intervention
4 must thereupon be filed with the Court, which will consider an order confirming said intervention
5 following thirty (30) days' notice to the Parties. Thereafter, if approved by the Court, such intervenor
6 shall be a Party bound by this Judgment and entitled to the rights and privileges accorded under the
7 Physical Solution herein, including a Base Annual Production Right in an amount equal to its average
8 annual production in the twelve-year period beginning on January 1, of 1985 and ending on
9 December 31, 1996, or any Base Annual Production Right it may obtain by a transfer.

10 C. Reservation of Other Remedies.

11 1. Claims By and Against Non-parties. Nothing in this Judgment shall expand or
12 restrict the rights, remedies or defenses available to any Party in raising or defending against claims
13 made by any Non-party. Any Party shall have the right to initiate an action against any Non-party
14 to enforce or compel compliance with the provisions of this Judgment.

15 2. Claims Between Parties on Matters Unrelated to the Judgment. Nothing in this
16 Judgment shall either expand or restrict the rights or remedies of the Parties concerning subject
17 matter which is unrelated to the quantity and quality of groundwater allocated and equitably managed
18 pursuant to this Judgment other than as provided in Article IIIA, Section 1.

19 3. Groundwater Levels. Except as expressly provided herein, nothing in this Judgment
20 shall either expand or restrict the rights or remedies at law that any Party may have against any other
21 Party for money damages to real or personal property resulting from high groundwater or defenses
22 thereto for events or occurrences after the Effective Date.

23 V. WATERMASTER

24 A. Composition, Voting and Compensation. The Watermaster shall be a committee
25 composed of one representative of each of the following Parties, and each representative shall have
26 the authority to cast the indicated number of votes on any question before the committee:

27 City of La Verne

5 votes

1	City of Pomona	5 votes
2	City of Upland	5 votes
3	Southern California Water Company	5 votes
4	City of Claremont	2 votes
5	TVMWD	2 votes
6	PVPA	2 votes
7	Simpson Paper	1 vote
8	Pomona College	1 vote
9	San Antonio	1 vote

10 Committee representatives having the combined authority to cast twenty votes shall constitute a
 11 quorum for the transaction of affairs of Watermaster and seventeen affirmative votes shall be required
 12 to constitute action by Watermaster. Representatives shall be compensated for their services by their
 13 respective appointing authorities. Representatives may be reimbursed by Watermaster for out of
 14 pocket expenses incurred on authorized Watermaster business.

15 **B. Nomination and Appointment Process.** Each of the Parties named in Article VA,
 16 above, shall within thirty (30) days of entry of this Judgment submit to the Court its nominees for its
 17 representative member of the Watermaster Committee and one alternate and the Court shall in the
 18 ordinary course confirm the same by an appropriate order of appointment. Once appointed
 19 representatives and their alternates shall normally serve until a replacement is designated by the Party
 20 or until removed by the Court. If a representative or alternate is no longer willing or able to serve
 21 for any reason the Party represented by such member or alternate shall promptly submit a
 22 replacement for the member or their alternate. There shall be no need for replacement representative
 23 members or alternates to be approved by the Court. In its annual report to the Court, Watermaster
 24 shall update the list of its representative members and alternates.

25 **C. Succession.** For the purpose of determining whether a permanent Transfer of a Base
 26 Annual Production Right shall affect whether a Party shall have a Representative on the Watermaster
 27 Committee and the number of votes held by the representative, the following guidelines shall apply:
 28

1 1. **Partial Succession.** The permanent Transfer of less than any Party's full Base
2 Annual Production Right shall be considered a "partial" succession. A partial succession shall not
3 create any new or additional voting rights in the successor Party or require any modifications to the
4 rules and procedures under this Article V. The full Base Annual Production Right of any Party shall
5 be equal to the entire quantity of the Base Annual Production Right for that Party set forth in Exhibit
6 D on the Effective Date.

7 2. **Non-Party Successor.** A permanent Transfer of the full Base Annual
8 Production Right of any Party to a Non-Party shall automatically include the authority to cast the
9 number of votes held by the Party. In addition, the Non-Party shall succeed to all other rights and
10 responsibilities of their predecessor Party under this Judgment.

11 3. **Party Successor.** A permanent Transfer of the full Base Annual Production
12 Right between Parties shall automatically include the authority to cast a number of votes equal to the
13 greater of: (a) the number of votes indicated for the acquiring Party on the Effective Date or (b) the
14 number of votes indicated for the Party whose Base Annual Production Right has been acquired at
15 the time the Transfer is approved by the Watermaster. The number of votes equal to the lesser of 3(a)
16 or 3(b) shall be extinguished. The acquisition of one Party's full Base Annual Production Right by
17 another Party shall not cause a change in the number of votes required to constitute a quorum or to
18 take an action under this Article. However, in the event more than two votes are eliminated, any
19 Party or the Watermaster upon its own motion, may petition the Court to revise the required number
20 of votes to constitute a quorum or to take action under this Judgment.

21 **D. Powers and Duties.** Subject to the continuing supervision and control of the Court
22 and the limitations set forth in this Judgment, Watermaster shall have and may exercise the following
23 express powers, and shall perform the following duties, together with any specific powers, authority
24 and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the
25 Court in the exercise of its continuing jurisdiction:

- 26 1. Developing, Maintaining and Implementing the Operating Plan.
27 2. Adopting Rules, Regulations, Procedures, Criteria and Time Schedules.

- 1 3. Acquiring or Investing in Facilities or Facility Improvements.
- 2 4. Acquiring or Investing in Monitoring Facilities.
- 3 5. Inspecting and Testing Measuring Devices.
- 4 6. Levying Assessments
- 5 7. Requiring the Acquisition of and Recharge of Replacement Water.
- 6 8. Contracting for Necessary Services. (Including the execution of agreements regarding
- 7 spreading and groundwater modeling.)
- 8 9. Employing Agents, Experts and Legal Counsel provided that Watermaster shall not
- 9 contract with or otherwise engage a Party with a Base Annual Production Right to
- 10 perform directly or indirectly, administrative services. However, this limitation shall
- 11 not apply to spreading services under Exhibit C, and meter reading.
- 12 10. Adopting an annual budget for monitoring and reporting legal and administrative
- 13 costs.
- 14 11. Managing Watermaster Funds.
- 15 12. Cooperating with Federal, State and Local Agencies.
- 16 13. Entering and Administering Storage and Recovery Agreements.
- 17 14. Maintaining a Notice List.
- 18 15. Reporting Annually to the Court.
- 19 16. Engaging in Dispute Resolution.
- 20 17. Prosecuting litigation against Non-parties in furtherance of the Judgment.
- 21 18. Limiting groundwater production to Operating Safe Yield during a Water Shortage
- 22 Emergency.

23 **E. Organization and Meetings.** At its first meeting in each Year Watermaster shall elect
24 a chair, vice chair, secretary and treasurer and such other officers as may be appropriate. Watermaster
25 shall hold regular meetings at places and times specified in its rules and regulations, and may hold
26 such special meetings as may be required. Watermaster shall provide notices of all regular and special
27 meetings to all parties and any person requesting notice in writing. Any meeting may be adjourned
28

1 to a time and place specified in the order of adjournment. Meetings shall be conducted to the extent
2 practicable in accordance with the provisions of the California Open Meetings Law ("Brown Act")
3 *California Government Code Section 54950*, et seq as it may be amended from time to time.

4 F. **Limits on Assessments.** Watermaster shall not have the authority to levy assessments
5 beyond those specifically described herein.

6 VI. PHYSICAL SOLUTION FOR THE SIX BASINS AREA

7 A. **General Purposes and Objectives.**

8 1. **Physical Solution is Consistent With the Public Interest.** The Physical Solution
9 is consistent with each Party's full enjoyment and the reasonable exercise of its respective water
10 rights will not materially injure the interests of any Parties and will promote coordinated groundwater
11 management with due regard for the environment and it is therefore consistent with the public interest
12 and the reasonable and beneficial use of water.

13 2. **Balance of Equities.** This Physical Solution constitutes a legal and practical means
14 for balancing the needs of the Parties for a reliable water supply, providing an appropriate incentive
15 for remediation of poor water quality conditions, managing the available groundwater storage
16 capacity to protect against loss of available groundwater and against damage from high groundwater
17 levels with due regard for the environment.

18 3. **Flexibility.** It is essential that this Physical Solution provides maximum flexibility
19 so that the Watermaster and the Court may be free to adapt and accommodate future changed
20 conditions or new institutional or technological considerations. To that end the Court's retained
21 jurisdiction may be utilized to augment or adjust the Physical Solution without adjustment to a Party's
22 Base Annual Production Right.

23 B. **Guidelines for Operation of Four Basins Area.**

24 All production, replenishment, replacement, and Storage and Recovery of water in the Four
25 Basins Area must be conducted pursuant to the Operating Plan adopted by Watermaster in accordance
26 with the principles and procedures contained in this Judgment. The following general pattern of
27 operations is contemplated:
28

1 **1. Replenishment.** Groundwater will be replenished pursuant to Exhibit "E" or under
2 any other replenishment program or activity to the extent water which is naturally tributary to the Six
3 Basin Area, is available for that purpose and can safely be spread.

4 **2. Storage and Recovery.** Other Native Water, imported water or other water may be
5 stored and recovered pursuant to Storage and Recovery Agreements.

6 **3. Operating Safe Yield.** Watermaster will annually, not later than September 15,
7 establish the Operating Safe Yield for the Four Basins for the following Year, taking into
8 consideration the amount of water in storage and the need to control water table elevations.
9 Watermaster shall review the condition of the Four Basins at least quarterly during the Year and may
10 make any appropriate adjustments of the Operating Safe Yield.

11 **4. Production.** In any Year, each Party will be free to produce its share of the Operating
12 Safe Yield, including any Carryover Rights or Transfers, plus any water authorized to be recovered
13 pursuant to a Storage and Recovery Agreement. Except upon Transfer, no change shall be made to
14 any Party's Base Annual Production Rights.

15 **5. Replacement Water.** Notwithstanding any limitation contained in this Judgment, a
16 Party may produce and export water from the Four Basins in excess of its Base Annual Production
17 Right and its share of the Operating Safe Yield, plus unused Carryover rights and recoverable
18 groundwater pursuant to an approved Storage and Recovery Agreement, subject to the requirement
19 to provide Replacement Water in the manner set forth herein.

20 **a. Obligation to Provide Replacement Water.** To the extent a Party's
21 production in the Four Basins or in any basin exceeds that Party's share of the Operating Safe Yield,
22 plus unused Carryover rights and recoverable groundwater pursuant to an approved Storage and
23 Recovery Agreement, the Party shall arrange for delivery of Replacement Water in an amount equal
24 to the Party's excess production by any of the following: (i) acquiring Replacement Water directly
25 from TVMWD except Upland which may also acquire Replacement Water from the Inland Empire
26 Utilities Agency ("the Empire"); (ii) arranging for delivery of a Native water supply other than
27 Replenishment Water; or (iii) paying a Replacement Water Assessment to Watermaster for the
28

purpose of acquiring Replacement Water directly from TVMWD except as to Upland for which Watermaster may acquire replacement water from the Empire.

b. **In Lieu Procedures.** Replacement Water may be supplied through In-Lieu Procedures, spreading or other method at a place, time and manner, acceptable to Watermaster, for a price and upon terms to be determined by TVMWD except as to Upland for which the price and terms may be determined by the Empire.

c. **Replacement Water Assessment.** Watermaster will use Replacement Water Assessment proceeds to acquire Replacement Water from TVMWD, or as to Upland, the Empire.

6. **Development, Maintenance and Implementation of the Operating Plan.** Watermaster is directed to maintain and implement the Operating Plan such that Production, Replenishment and Storage and Recovery of water are consistent with and implement the purpose and objectives of the Physical Solution herein. The Operating Plan shall include rules, regulations, procedures, criteria and time schedules, as appropriate, for at least the following elements:

- a. Establishing and adjusting the Operating Safe Yield.
- b. Replenishment.
- c. Execution of supplemental agreements with PVPA regarding spreading grounds and the funding thereof.
- d. Acquisition and delivery of Replacement Water.
- e. Standard terms and conditions of Storage Agreements.
- f. Replenishment, replacement and storage limits needed to protect against high groundwater levels.
- g. Remediation of water quality problems.
- h. Monitoring systems and protocols, including such for groundwater levels.
- i. Monitoring, reporting and verification programs.
- j. Transfers.
- k. Annual budgets.
- l. Financial management.

1 m. Reporting to the Court.

2 n. Levying Assessments.

3 7. **Initial Operating Plan.** Within six months of the effective date of this Judgment
4 Watermaster shall submit to the Court for approval an initial Operating Plan. An outline of the Initial
5 Operating Plan is attached as Exhibit "G."

6 8. **Annual Review of the Operating Plan.** Watermaster shall review the Operating Plan
7 at least annually and, subsequent to each such review, submit to the Court for its approval any
8 proposed amendments or revisions.

9 9. **Replenishment.** PVPA and Pomona historically augmented the Native Safe Yield
10 within the Four Basins Area through replenishment programs or activities. For many years these
11 replenishment programs or activities have resulted in the spreading and percolation of native waters
12 originating in the San Antonio Canyon and Evey Canyon. To the extent such waters have been
13 historically spread, they comprise a portion of the Safe Yield and Operating Safe Yield subject to
14 management under this Physical Solution.

15 a. All Replenishment shall be at the direction of the Watermaster.

16 b. At the direction and sole discretion of the Watermaster PVPA shall, pursuant
17 to the Memorandum of Agreement set forth in Exhibit "C" or any subsequent
18 amendments thereto, continue to spread such native waters as it receives.

19 c. Unless it is acting for the benefit of another Party pursuant to a Storage and
20 Recovery Agreement approved by the Watermaster, except for Replacement Water,
21 all water PVPA spreads, sinks or injects shall be considered Replenishment and shall
22 comprise a portion of the Operating Safe Yield.

23 d. Although Pomona has no continuing obligation to spread or replenish, all
24 waters spread in excess of its "historical replenishment" shall not be considered
25 Replenishment and a part of the Operating Safe Yield of the Four Basins Area. The
26 "historical replenishment" of Pomona shall be equal to a twelve (12) year annual
27 average for the twelve (12) years immediately preceding the filing of the complaint
28

(1985-1996), which is determined to be one-hundred and thirty) acre feet. All water Pomona spreads, sinks or injects, or causes to be spread, sunk or injected (collectively augmentation) in excess of the historical replenishment shall not be considered a portion of the Operating Safe Yield, and shall not be allocated among the Parties pursuant to their Base Annual Production Rights. Pomona shall be entitled to produce such excess quantity in addition to its Base Annual Production Right under a pre-approved Storage and Recovery Agreement as provided in Article VIA, Section 10 in a form substantially similar to Exhibit F hereto, which is ordered to be executed by Watermaster and Pomona within sixty (60) days from the Effective Date. Measurement of Pomona's rights to recover water under any Storage and Recovery Agreement shall be administered as follows:

- i. Pomona shall be entitled to recover the amount by which its augmentation of water over the twelve (12) year period ending with the current year exceeds 1,560 acre feet.
- ii. If less than twelve (12) years have elapsed since the effective date of this Judgment, Pomona shall have the right to recover the amount by which the total number of acre feet of groundwater augmented by Pomona exceeds one hundred thirty (130) acre feet times the number of years elapsed.
- iii. The amount in excess of Pomona's historical replenishment may be recovered by Pomona as provided in the Storage and Recovery Agreement.

10. Storage and Recovery Pursuant to Storage and Recovery Agreements.

Watermaster may enter a Storage and Recovery Agreement with any Party holding a Base Annual Production Right or TVMWD so long as the Storage and Recovery of groundwater will not cause an unreasonably high groundwater table and physical damage. A Storage and Recovery Agreement shall contain uniform terms and conditions as set forth in the Operating Plan and may also contain

special terms and conditions as deemed appropriate by Watermaster. Water that may be stored pursuant to a Storage Agreement includes any water other than Replenishment Water including augmentation in excess of historical replenishment as expressly set forth under Article VIB, Section 9.

11. **Special Projects.** Any Party may propose for Watermaster approval, special projects including projects for controlling water levels or for remediation of water quality problems. Any such proposal shall be accompanied by an analysis that identifies the benefits of the project as well as any potential adverse impacts on any Party and any proposed mitigation measures. After notice to all Parties, if any Party files a written objection to the proposed project, Watermaster shall hold a hearing to determine whether the objections to the proposed project can be resolved. If there are no objections or if objections are resolved to the satisfaction of the Parties or if Watermaster determines that the objections are without merit, then Watermaster shall approve the proposed project. Groundwater produced under authorization as a Special Project shall not be eligible for the accrual of Carryover Rights unless authorized by Watermaster.

12. **Temporary Surplus Groundwater.** From time to time it may be in the best interest of the Parties, for the control of high groundwater, water quality remediation or other reasons, to produce groundwater over and above the then declared Operating Safe Yield. Therefore, from time to time, the Watermaster may declare a Temporary Surplus of groundwater to be available for production. The Parties' rights to the Temporary Surplus shall be in the same percentages as the Base Annual Production Right bears to the Operating Safe Yield. A Party's rights to temporary surplus shall not be eligible for the accrual of Carryover Rights set forth in Article IIIB, Section 2.

C. **Guidelines for Operation of the Two Basins Area.** All Production, Replenishment and Storage and Recovery rights for groundwater in the Two Basins Area are reserved to La Verne. However, La Verne's Production, Replenishment and Storage and Recovery of groundwater must not substantially injure other Parties.

1. **Replenishment.** La Verne shall have sole and complete discretion in the operation of Replenishment programs in the Two Basins Area provided that no other Party is substantially

1 injured by the program. La Verne shall provide written notice to Watermaster sixty (60) days in
2 advance of any Replenishment program being undertaken.

3 **2. Storage and Recovery.** La Verne shall have sole and complete discretion in the
4 operation of a Storage and Recovery program in the Two Basins Area provided that no other Party
5 is substantially injured by the program. La Verne shall provide written notice to Watermaster sixty
6 (60) days in advance of any Storage and Recovery program being undertaken. La Verne shall
7 annually report the quantity of groundwater stored pursuant to a Storage and Recovery Program in
8 the Two Basins Area.

9 **3. Production.** La Verne shall have sole and complete discretion to produce
10 groundwater from the Two Basins Area provided that no other Party is substantially injured by such
11 production. La Verne shall report its groundwater production to the Watermaster on a monthly basis.

12 **VII. ASSESSMENTS**

13 **A. Ground Rules**

14 **1. Authorization.** Subject to the continuing supervision of the Court and the limitations
15 set forth in the Judgment, Watermaster is authorized to levy assessments to fund Replacement Water
16 acquisition costs, administrative costs and other costs determined by Watermaster to be necessary for
17 the implementation of the physical solution.

18 **2. Assessment Spread.** Excluding Replacement Water Assessments, all assessments
19 levied by the Watermaster shall be spread such that Claremont, Pomona College and TVMWD
20 (collectively, the "Minor Parties") shall each individually be assessed three and one half (3.5) percent
21 of the total assessment , and eighty-nine and one half (89.5) percent of the total assessment is spread
22 among La Verne, Pomona, Upland, San Antonio, West End, ~~Simpson~~ and SCWC (collectively, the
23 "Major Parties") in proportion to their then-current holdings of Base Annual Production Rights,
24 provided that for assessments other than for Replacement Water or administration (a) the total amount
25 spread among Minor Parties shall not exceed sixty-thousand \$60,000, escalated, in any year without
26 their unanimous consent and (b) the total amount spread among the Major Parties in any year shall
27 not exceed ten dollars (\$10.00), escalated, per acre foot of their Base Annual Production Rights
28

1 without their unanimous consent. "Escalated" shall mean an annual adjustment in the specified dollar
2 value based upon the Consumer Price Index for Southern California in the immediately preceding
3 Year. No escalation adjustment shall be made until the Judgment has been in effect for twelve
4 consecutive calendar months. PVPA shall not have any obligation to pay any assessments.

5 **3. Administrative Assessment.** Watermaster is authorized to levy an annual assessment
6 that is sufficient to fund the costs of administering the Judgment. The administrative assessment shall
7 not exceed the cost of Watermaster's administrative budget and shall be due and payable according
8 to a schedule established by Watermaster. The administrative assessment for the first Year following
9 entry of Judgment shall be \$8.00 ^{per AF} and shall be due and payable on January 15, 1999. Late payment
10 shall bear an interest penalty to be established annually by Watermaster. (*escalated?*)

11 **4. Replacement Water Assessments.** To the extent Watermaster must acquire and
12 recharge the groundwater with Replacement Water pursuant to the terms of this Judgment, in order
13 to fund the costs thereof, Watermaster is authorized to levy Replacement Water Assessments.
14 Replacement Water Assessments levied against any Party shall be sufficient to pay the costs to
15 replace such Party's production in excess of the sum of such Party's share of the Operating Safe Yield,
16 any Carryover Right or Transfers and any storage recovery, Production of Temporary Surplus or
17 pursuant to Special Project authorization, during the prior Year, minus any Replacement Water
18 provided to Watermaster by the Party. Any Replacement Water Assessment shall be paid within
19 sixty (60) days from the date of the written invoice from Watermaster.

20 **VIII. DISPUTE RESOLUTION**

21 **A. Entity for Resolution of Dispute.** All disputes arising under this Judgment initially
22 shall be submitted to Watermaster for resolution in accordance with the provisions of this Article.

23 **B. Determination Regarding Substantial Injury.** Any Party having a right to be
24 protected against "substantial injury" caused by any other Party; the right to proceed so long as not
25 causing substantial injury to another party; or any other claim, right or remedy against any other
26 Party arising under the provisions of this Judgment may file a written request with the Watermaster
27 to hold a hearing.
28

1 C. Notice and Hearing. Upon receipt of the written request, Watermaster shall provide
2 written notice to each Party which generally describes the nature of the dispute. Thereafter,
3 Watermaster shall cause an item to be placed on the agenda for the next regularly scheduled meeting
4 of the Watermaster or if requested by the moving Party, call a special meeting for the purpose of
5 providing a full hearing of the dispute and providing the interested Parties with notice and
6 opportunity to be heard. No later than 30 days following the conclusion of the hearing(s)
7 Watermaster shall issue a written decision which is dispositive of the dispute and which is supported
8 by written findings. Any Party may seek review of an adverse decision of the Watermaster in
9 accordance with the provisions of Article IX.

10 **IX. ADDITIONAL PROVISIONS**

11 A. Procedure

12 1. Designation of Address for Notice and Service. Each Party shall designate the name
13 and address to be used for purposes of all subsequent notices and service herein, either by its
14 endorsement on the Stipulation for Judgment or by a separate designation to be filed within thirty
15 (30) days after Judgment has been entered. Said designation may be changed from time to time by
16 filing a written notice of such change with Watermaster. Any Party desiring to be relieved of
17 receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by
18 Watermaster. Watermaster shall maintain at all times a current list of Parties to whom notices are
19 to be sent and their address for purposes of service. Watermaster shall also maintain a full current
20 list of names and addresses of all Parties or their successors, as filed herein. Copies of such lists shall
21 be available to any person. If no designation is made, a Party's designee shall be deemed to be, in
22 order of priority: (i) the Party's attorney of record; (ii) if the Party does not have an attorney of
23 record, the Party itself at the address on the Watermaster list.

24 2. Service of Documents. Delivery to or service upon any Party by Watermaster, by any
25 other Party, or by the Court, of any document required to be served upon or delivered to a Party under
26 or pursuant to this Judgment shall be deemed made if made by deposit thereof (or by copy thereof)

27

28

1 in the mail, first class postage prepaid, addressed to the designee of the Party and at the address
2 shown in the latest designation filed by that Party.

3 **3. Recordation of Notice.** Within sixty (60) days following entry of this Judgment,
4 Watermaster shall record in the office of the County Recorder of the Los Angeles and San Bernardino
5 Counties a notice substantially complying with the notice content requirements set forth in *Section*
6 *2529 of the California Water Code* as it exists on the Effective Date.

7 **4. Judgment Binding on Successors.** Subject to specific provisions hereinbefore
8 contained, this Judgment and all provisions thereof are applicable to and binding upon and inure to
9 the benefit of not only the Parties to this action, but also to their respective heirs, executors,
10 administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in
11 fact of any such Persons.

12 **5. Costs.** No Party stipulating to this Judgment shall recover any costs or attorneys fees
13 in this proceeding from another stipulating Party. In any future proceedings, the costs of notice or
14 service, shall be levied in accordance with the provisions of Article XIA, Section 6.

15 **6. Review Procedures.** Any action, decision, rule or procedure of Watermaster pursuant
16 to this Judgment shall be subject to review by the Court on its own motion or on timely motion by
17 any Party, as follows:

18 **a. Effective Date of Watermaster Action.** Any order, decision or action of
19 Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to have
20 occurred on the date of the order, decision or action.

21 **b. Notice of Motion.** Any Party may, by a regularly noticed motion, petition the
22 Court for review of Watermaster's action or decision pursuant to this Judgment. The motion shall
23 be deemed to be filed when a copy, conformed as filed with the Court, has been delivered to
24 Watermaster together with the service fee established by Watermaster sufficient to cover the cost to
25 photocopy and mail the motion to each Party. Watermaster shall prepare copies and mail a copy of
26 the motion to each Party or its designee according to the official service list which shall be
27 maintained by Watermaster according to Article XIA, Section 1, a Party's obligation to serve notice
28

1 of a motion upon the Parties is deemed to be satisfied by filing the motion as provided herein. Unless
2 ordered by the Court, any such petition shall not operate to stay the effect of any Watermaster action
3 or decision which is challenged.

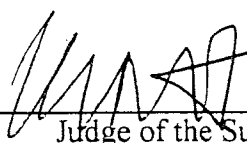
4 c. **Time for Motion.** A motion to review any Watermaster action or decision
5 shall be filed within ninety (90) days after such Watermaster action or decision, except that motions
6 to review Watermaster Assessments hereunder shall be filed within thirty (30) days of mailing of
7 notice of the Assessment.

8 d. **De Novo Nature of Proceeding.** Upon filing of a petition to review
9 Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take
10 evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or
11 action shall have no evidentiary weight in such proceeding.

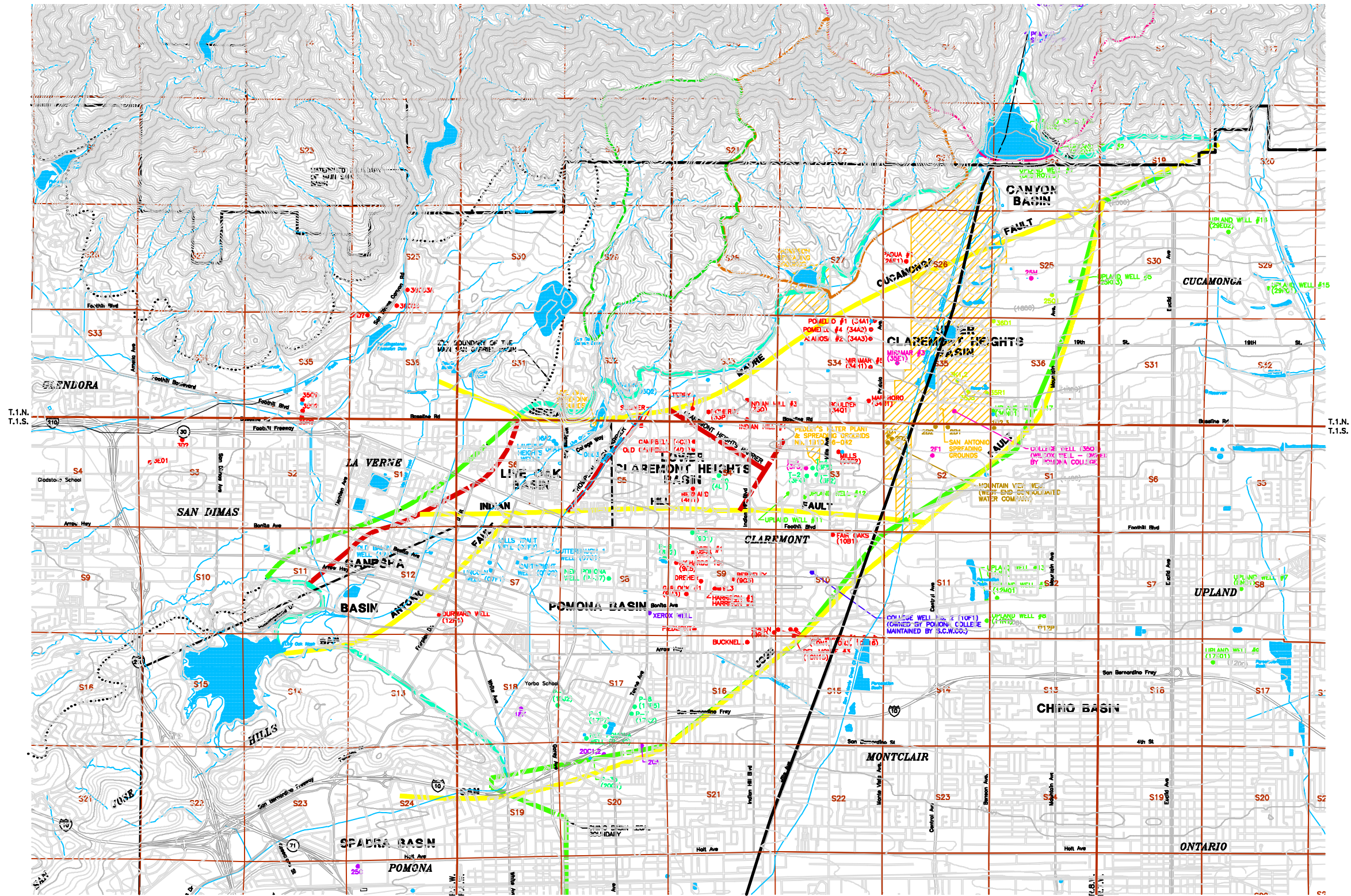
12 e. **Payment of Assessments.** Payment of Assessments levied by Watermaster
13 hereunder shall be made when due, notwithstanding any motion for review of Watermaster action,
14 decision, rules or procedures, including review of Watermaster Assessments.

15
16 B. **Entry of Judgment.** The Clerk shall enter this Judgment.

17
18 DEC 18 1998
19 Dated: _____ 1998.

20
21 
22 _____
23 Judge of the Superior Court

24
25 **WILLIAM J. McVITTIE**
26
27
28

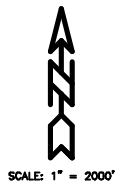


T.1.N.
T.1.S.

T.1.N.
T.1.S.

LEGEND

- THOMPSON CREEK WATERSHED BOUNDARY
- LIVE OAK WATERSHED BOUNDARY
- SAN ANTONIO WATERSHED BOUNDARY
- FAULT LINE
- LEGAL BOUNDARY OF ADJACENT BASIN
- GEOLOGIC FEATURE
- ALLUVIUM BOUNDARY
- MAIN SAN GABRIEL BASIN WATERSHED BOUNDARY
- MAIN SAN GABRIEL BASIN
- GROUNDWATER RECHARGE FACILITY



SCALE: 1" = 2000'

CITY OF UPLAND WELLS

18J02	WELL AND NUMBER
STATE ID #	CITY ID #
24L1	UPLAND WELL #1 (DESTROYED)
24E02	UPLAND WELL #1A
24E01	UPLAND WELL #2
12M01	UPLAND WELL #3 (INACTIVE)
25K03	UPLAND WELL #5
8N01	UPLAND WELL #7
11R1	UPLAND WELL #8 (INACTIVE)
17E01	UPLAND WELL #9
3M5	UPLAND WELL #11 (DESTROYED)
3M1	UPLAND WELL #12 (DESTROYED)
11J01	UPLAND WELL #13 (INACTIVE)
29P01	UPLAND WELL #15
29E02	UPLAND WELL #16
38M01	UPLAND WELL #17

SAW.C. WELLS

18J02	WELL AND NUMBER
STATE ID #	COMPANY ID #
2501	SAWC WELL #17 (INACTIVE)
35R1	SAWC WELL #25 (INACTIVE)
35K3	SAWC WELL #26
3K1,2	SAWC WELL #27 (INACTIVE)
38D1	SAWC WELL #28 (INACTIVE)

CITY OF POMONA WELLS

18J02	WELL AND NUMBER
STATE ID #	CITY ID #
17P7	P-1
18J2	P-3
17K2	P-8
17P5	P-9
8H2	P-13
9D1	P-20
4L1	P-32
17P3	P-33
20C1	P-37
8F1	T-1
3F2	T-2
3F3	T-3
3F5	T-4

SIMPSON PAPER CO.

18J02	WELL AND NUMBER
STATE ID #	COMPANY ID #
18K	WELL 5
20A	WELL 1
20C1	WELL 2A
20C2	WELL 2B
25G	WELL 3

S.C.W.Co. WELLS

18J02	WELL AND NUMBER
STATE ID #	COMPANY ID #
34A3	ALAMOSA #2
9G3	BERKELEY
4M1	BERNARD
4C3	CAMPBELL
3501	COLLEGE WELL
10N1	DEL MONTE #1
10N3	DEL MONTE #2
10N15	DEL MONTE #3
10N16	DEL MONTE #4
9F	DREHER
12R1	DURWARD WELL
10B1	FAIR OAKS
9E2	FORD #1

KEY MONITORING WELLS

18J02	WELL AND NUMBER
STATE ID #	COMPANY ID #
12M01	UPLAND WELL #3
2F1	ML VIEW #4
35E1	MIRAMAR #3
3501	COLLEGE WELL No. 1
3F3	T-3

POMONA COLLEGE

18J02	WELL AND NUMBER
STATE ID #	COMPANY ID #
10F1	COLLEGE WELL No. 2

W.E.C.W.C. WELLS

18J02	WELL AND NUMBER
STATE ID #	COMPANY ID #
9M3	CANYON RIDGE WELL (DESTROYED)
9R1	LEMON HEIGHTS #4
9L3	ML VIEW #1
9L2	ML VIEW #2 (DESTROYED)
330	ML VIEW #4
34R1	WEST END WELL #1 (INACTIVE)
3J2	WEST END WELL #3
35E1	WEST END WELL #4
34H1	UPLAND-FOOTHILL #1 (DESTROYED)
28E1	UPLAND-FOOTHILL #3
34A1	POMELLO #1
34A2	POMELLO #4
33P	POMEROY
9E5	RICHARDS 180

CITY OF LAVERNE WELLS

18J02	WELL AND NUMBER
STATE ID #	CITY ID #
07G2	CARTWRIGHT
07F1	LINCOLN
05D2	MALONE 2 (INACTIVE)
07F2	MILLS TRACT
12A	OLD BALDY
06A2	LAVERNE HEIGHTS 1
06A1	LAVERNE HEIGHTS 2
05D3	LAVERNE HEIGHTS 3
07G1	BUTTERBAUGH 1 (DESTROYED)

PREPARED BY:



SIX BASINS AREA

FINAL BOUNDARY MAP

DESIGN: JM/MR CHECKED: WDB SCALE: 1" = 2000'
DRAWN: PMH J.N. 07106 SHEET 1 OF 1

EXHIBIT A

EXHIBIT B

DESCRIPTION OF SIX BASINS AREA

The Six Basins Area lies between the San Jose Hills on the south, the Chino Basin on the east, the San Gabriel Mountains on the north and the Main San Gabriel Basin on the west. The boundaries of the Main San Gabriel Basin are set forth in the Judgment in the case of the *Upper San Gabriel Valley Municipal Water District vs. City of Alhambra, et al.*, Superior Court of the State of California, Los Angeles County, Case No. 924128, and the boundaries of the Chino Basin are set forth in the Judgment in the case of *Chino Basin Municipal Water District vs. City of Chino, et al.*, Superior Court for the State of California, San Bernardino County, Case No. 164327. The Area consists of six interconnected groundwater basins. Each basin consists of all alluvium or other water-bearing formations lying beneath the surface of the basin. The approximate boundaries of the surface of each basin are shown on EXHIBIT A and are described generally as follows:

Canyon Basin. The surface of the Canyon Basin is bounded on the south and east by the surface trace of the Sierra Madre/Cucamonga Fault and on the north and west by the surface trace of the bedrock/alluvium interface between (a) the point of intersection in Township 1 North, Range 8 West, Section 31, SBB&M, of the Sierra Madre/Cucamonga Fault with easterly boundary of the Main San Gabriel Basin and (b) the point of intersection in Township 1 North, Range 8 West, Section 20, SBB&M, of the Sierra Madre/Cucamonga Fault with the San Gabriel Mountains. The northernmost extent of the bedrock/alluvium interface is assumed to be at the southern boundary of Township 1 North, Range 8 West, Section 13, SBB&M in San Antonio Canyon.

Upper Claremont Heights Basin. The surface of the Upper Claremont Heights Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the westerly boundary of the Chino Basin, on the north by the surface trace of the Sierra Madre/Cucamonga Fault and on the west by the surface trace of the Claremont Heights Barrier.

Lower Claremont Heights Basin. The surface of the Lower Claremont Heights Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the surface trace of the Claremont Heights Barrier, on the north by the surface trace of the Sierra Madre/Cucamonga Fault on the west by the surface trace of the Thompson Wash Barrier.

Live Oak Basin. The surface of the Live Oak Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the surface trace of the Thompson Wash Barrier, on the north by the surface trace of the Sierra Madre/Cucamonga Fault and on the west by the easterly boundary of the Main San Gabriel Basin.

Ganesha Basin. The surface of the Ganesha Basin is bounded on the south and east by the surface of the San Antonio Fault, on the north surface trace of the Indian Hill Fault, and on the west by easterly boundary of the Main San Gabriel Basin and by the surface trace of the bedrock/alluvium interface between (a) the point of intersection in Township 1 South, Range 9 West, Section 11, SBB&M, of the easterly boundary of the Main San Gabriel Basin with the San Jose Hills and (b)

the point of intersection in Township 1 South, Range 9 West, Section 14, SBB&M, of the surface trace of the San Antonio Fault with the San Jose Hills.

Pomona Basin. The surface of the Pomona Basin is bounded on the south by the surface trace of the bedrock/alluvium boundary between (a) the intersection in Township 1 South, Range 9 West, Section 14, SBB&M, of the surface trace of the San Antonio Fault with the San Jose Hills and (b) the intersection in Township 1 South, Range 8 West, Section 19, SBB&M, of the boundary of the Chino Basin, on the north by the surface trace of the Indian Hill Fault on the west by the surface of the San Antonio Fault.

1 MEMORANDUM OF AGREEMENT

2 BETWEEN THE POMONA VALLEY PROTECTIVE ASSOCIATION

3 AND WATERMASTER OF THE SIX BASINS RELATING TO

4 WATER SPREADING AND RELATED ACTIVITIES

5
6 THE AGREEMENT, made, entered into, and executed as of this ____ day of _____,
7 1999, by and between the Pomona Valley Protective Association ("PVPA"), and Watermaster of the
8 Six Basins ("Watermaster"), relating to water spreading and related activities in connection with the
9 Canyon Basin, the Upper Claremont Height Basin, the Lower Claremont Heights Basin, the Live
10 Oak Basin, the Ganesha Basin and the Pomona Basin (collectively, the "Six Basins").

11 RECITALS

12 WHEREAS, the rights to groundwater in connection with the Six Basins were adjudicated
13 by the court in an action entitled "*Southern California Water Company v. City of La Verne, et al.*,"
14 Case No. KC029152 in the Superior Court of the State of California, County of Los Angeles, (the
15 "Judgment"); and

16 WHEREAS, the Judgment requires the Watermaster to determine annually an Operating Safe
17 Yield of the Six Basins and to develop an Operating Plan, which will include the monitoring and
18 direction of all production, replenishment, replacement and storage of groundwater in the Six
19 Basins; and

20 WHEREAS, PVPA, a California corporation, formed in 1910 by various water interests in
21 Pomona Valley, engages in water conservation activities for the benefit of its shareholders, which
22 include the City of Upland, Southern California Water Company, the City of Pomona, Simpson
23 Paper Co., Pomona College, the San Antonio Water Company, and the West End Water Company;
24 and

25 WHEREAS, PVPA owns certain real property in and around the Six Basins area primarily
26 consisting of two spreading grounds: the San Antonio Spreading Grounds and the Thompson Creek
27 Spreading Grounds together with appurtenant diversion and conveyance facilities (the "Spreading
28 Grounds" herein); and

1 WHEREAS, in connection with its water conservation activities, PVPA has conducted
2 several technical studies of the Six Basins including the development of a numerical groundwater
3 model which assists in the prediction of the Six Basins' response to PVPA's spreading activities, and
4 is used to control the groundwater resources for the Six Basins and to mitigate high groundwater in
5 the Six Basins; and

6 WHEREAS, the parties to the Judgment have conducted additional studies including the
7 enhancement and refinement of the PVPA groundwater model.

8 NOW, THEREFORE, in consideration of mutual promises, agreements, and covenants of
9 Watermaster and PVPA collectively referred to herein as "the Parties" agree as follows:

10 **I. DEFINITIONS**

11 A. The Judgment defines certain important terms. Except as to the definitions provided
12 in this Agreement, the terms used in this Agreement which have been defined in the Judgment shall
13 have the meaning set forth in the Judgment and the definitions set forth in the Judgment are
14 incorporated herein by this reference

15 B. "Emergency" shall mean a sudden event which threatens life or property.

16 C. "Models" shall mean the spreadsheet and the basin wide models used by PVPA in
17 development of an Operating Plan and any subsequent version or improvement thereof.

18 D. "Parties" written with an upper case P, refer to the Watermaster and to PVPA.
19 Parties written with a lower case p, refer to the parties to the Judgment as defined therein.

20 **II. SPREADING GROUNDS AND SPREADING OPERATIONS**

21 A. Watermaster Direction and PVPA Reservation. PVPA shall use and operate the
22 Spreading Grounds primarily for the spreading of replenishment, replacement and storage water
23 under the direction of the Watermaster Plan. PVPA reserves the right to use the Spreading Grounds
24 for other lawful activities consistent with its water spreading activities so long as doing so does not
25 impair PVPA's ability to spread replenishment water in quantities substantially comparable to
26 historic quantities.

27 B. Impossibility and related defenses. PVPA shall not be liable, in breach or in default
28 of the Agreement if PVPA is unable, either temporarily or permanently, to perform its obligations

1 under the Agreement for reasons beyond PVPA's reasonable control, including but not limited to,
2 acts of God, eminent domain, impossibility or impracticability of performance, interference of a
3 third party and natural disasters, including without limitation, floods, earthquakes, and fires.

4 C. PVPA Discretion. PVPA shall have discretion to make operational decisions in
5 discharging its obligation hereunder within the scope of Watermaster direction.

6 D. Common conditions of spreading. In addition to the direction of Watermaster PVPA
7 shall spread replenishment, replacement or storage waters subject to the following conditions.

8 1. Cessation of Spreading for Emergencies. PVPA reserves the right to cease
9 spreading at any time, without prior notice to Watermaster if, in the discretion of PVPA, such action
10 shall be warranted by, and in connection with, any emergency condition. PVPA will give
11 Watermaster immediate notice of any such cessation.

12 2. Water Quality. PVPA bears no responsibility for the quality of replenishment,
13 replacement or storage water or the impacts of spreading such water upon water quality of the Six
14 Basins.

15 3. High Groundwater. PVPA bears no responsibility for high groundwater due
16 to any spreading of replenishment, replacement or storage water.

17 4. Rejected water. PVPA bears no responsibility for loss of replenishment,
18 replacement or storage water which is rejected or otherwise lost.

19 5. Measurement and Reporting. Watermaster shall provide adequate measuring
20 devices to measure the spreading of replenishment, replacement and storage waters and any such
21 water rejected or lost. PVPA will keep, maintain and furnish to Watermaster on a monthly basis,
22 records of the quantities of replenishment waters spread and rejected.

23 6. Record of Deliveries and Spreading. Watermaster shall keep, maintain and
24 furnish to PVPA records of the quantities and quality of replacement or storage waters delivered
25 within 30 days following delivery of such waters. PVPA shall keep, maintain, and furnish to
26 Watermaster the quantities of replacement and storage waters spread within 30 days following
27 delivery of such water together with an estimate of the quantities of water bypassing the spreading
28 facilities, if any.

1 7. Compensation. Subject to review by the court under its continuing
2 jurisdiction in Case No. KC029152, Watermaster shall pay PVPA's actual, reasonable and necessary
3 costs incurred by PVPA in spreading replenishment, replacement and storage water. PVPA will
4 bill Watermaster such costs on a quarterly basis and such bill will include a reasonably detailed
5 accounting of such costs under generally accepted accounting principles (GAAP). Payment is due
6 upon billing. PVPA's costs may be subject to review or audit by an outside accounting firm selected
7 and paid by Watermaster (within thirty days following billing). Within thirty (30) days following
8 billing, Watermaster shall either contest the billing or accept said billing.

9 E. Replenishment water. In addition to the above, PVPA shall spread replenishment
10 water as it becomes available. PVPA has no control over the availability of replenishment waters
11 and is under no obligation to spread any specific quantity of replenishment water.

12 F. Replacement Water. In addition to the above, PVPA shall spread Replacement
13 Water on the Spreading Grounds under the following terms and conditions. Pursuant to the
14 Judgment, only qualified parties under the Judgment may store water in the Six Basins upon entry
15 into a Storage and Recovery Agreement with Watermaster. Upon request, PVPA shall spread
16 storage water under the following terms and conditions:

17 1. Terms of Delivery. Watermaster shall deliver and PVPA shall spread storage
18 water under the same terms and conditions as replacement waters.

19 2. Replacement Water Flows. PVPA will assist Watermaster in determining the
20 allowable daily rates and the duration of replacement water deliveries, based upon conditions
21 existing from time to time, including any unused capacity available at and in PVPA spreading
22 facilities.

23 3. Notice of New or Changed Replacement Water Flows. Watermaster, at least
24 seven (7) days prior to any anticipated delivery of replacement water, shall notify PVPA that water
25 will be available for transport and spreading and shall give PVPA at least forty-eight (48) hours
26 notice of any anticipated change in previously established flow rates of delivery for such water.

27 4. Spreading Grounds Limitations. PVPA may require changes in delivery flow
28 rates when, in PVPA's opinion, continued spreading (in whole or in part) cannot be carried out

1 hereunder due to operational and/or maintenance problems, including, but not limited to, trespassing,
2 insect infestations, scarification, weed abatement, and/or construction in or at PVPA's conveyance
3 and spreading facilities. When it is reasonable to do so, PVPA will give Watermaster at least twenty-
4 four (24) hours' notice of any such changes.

5 III. OWNERSHIP AND IMPROVEMENTS OF SPREADING GROUNDS

6 A. No Dedication. Nothing in this Agreement shall be construed as a dedication of the
7 PVPA Spreading Grounds or its facilities to Watermaster, the other parties to the Judgment, or to
8 the public use or benefit. The spreading grounds and appurtenant facilities are, and remain, the sole
9 property of PVPA. PVPA may sell, lease, or otherwise dispose of portions of its spreading grounds
10 at its own discretion but not inconsistent with this Agreement.

11 B. Spreading Grounds Improvements. Nothing in this Agreement obligates or otherwise
12 requires PVPA to construct new or additional facilities in connection with its spreading operations.
13 PVPA may at its discretion construct new or additional facilities. Watermaster may propose
14 improvements to PVPA's spreading grounds and facilities at its own expense.

15 C. Condemnation. Watermaster agrees to and does waive and disclaim any interest in
16 any award or settlement which may be made in any proceeding in eminent domain concerning all
17 or part of the Spreading Grounds whether the taking be total or partial, or for easement purposes.
18 If the taking be such as to render the Spreading Grounds totally unfit and unsuitable for the above
19 use, then, pursuant to Paragraph II,^B~~A~~ PVPA is not in default or breach.

20 IV. GROUNDWATER MODEL

21 A. License for use. PVPA grants Watermaster a license to use its Spreadsheet Models
22 pursuant to the terms and conditions of this agreement for the development of an Operating Plan.
23 In developing the initial operating plan, Watermaster has used PVPA's Groundwater Models. In
24 developing subsequent operating plans or revising such plans, Watermaster shall use PVPA's
25 Groundwater Models and any subsequent version or improvement thereof, or other criteria at
26 Watermaster's discretion.

1 1. Custody of the PVPA's Groundwater Models. Watermaster shall have
2 physical custody of a copy of the model. However, PVPA shall have the right to access the Models
3 for any purpose which is not inconsistent with the Judgment or the direction of the Watermaster.

4 2. Updates to Model.

5
6 Said license shall include, following consultation with PVPA, the right to make changes,
7 modifications, improvements, updates, or refinements in or to PVPA's Groundwater Model at the
8 sole expense of Watermaster and without any contribution from PVPA.

9 B. Terms and Conditions. For daily operations, Watermaster shall be responsible for
10 keeping, maintaining and reporting on the data base necessary for use of PVPA's Groundwater
11 Models. Watermaster shall collect water level and quality data necessary, including key well levels
12 and rainfall data, to use the Groundwater Models to implement the Physical Solution. Watermaster
13 shall provide this data to PVPA by the fifteenth day of each month. PVPA shall provide
14 Watermaster readings of replenishment water spread, on a daily basis. PVPA then shall provide
15 Watermaster with a monthly report on available storage and water levels of monitoring wells.

16 1. Compensation. PVPA grants Watermaster this license at no cost other than
17 the continuing costs which may be incurred by PVPA as a result of Watermaster operating the
18 Models.

19 2. No Warranty. PVPA makes no warranty and disclaims all warranties
20 regarding PVPA's Groundwater Model and its subsequent updates or improvements.

21 3. Field Conditions. PVPA shall report to Watermaster any field conditions that
22 may have an impact on Spreading Operations.

23 V. **INDEMNIFICATION**

24 A. Watermaster Obligations. To the extent which is allowed by law, Watermaster shall
25 indemnify and hold harmless, PVPA, its officers, directors, employees, agents, and representatives
26 against any and all claims, demands, costs, and/or liabilities due to, or arising from any act or
27 omission by PVPA, its officers, directors, employees, or agents arising from any activities not
28 connected with the spreading of water under the direction of Watermaster.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3

4
5
6
7

8
9
0

1

2
3

4
5
6

7
8

9
0
1

23
24

1 Such Notices shall be deemed made when personally delivered or, when mailed, forty-eight
2 (48) hours after deposit in the U.S. mail, first class postage pre-paid and addressed to the Party at
3 its applicable address.

4 E. Successors and Assigns. This Agreement is binding on and shall inure to the benefit
5 of the Parties, their respective successors in interest and assigns.

6 F. Assignment. No Party shall have the right to assign it rights or delegate any of its
7 obligations hereunder without the express written consent of the other Party.

8 G. Construction. Each Party and/or its respective counsel has taken part in the
9 negotiation, drafting, and preparation of this Agreement, and, therefore, any ambiguity or
10 uncertainty in this Agreement shall not be construed against any Party. To ensure that this
11 Agreement is not construed against any Party, the Parties expressly agree that any common law or
12 statutory provision providing that an ambiguous or uncertain term will be construed against the
13 drafter of an Agreement is waived and shall not apply to the construction of this Agreement.

14 H. Entire Agreement. This Agreement embodies the entire and final Agreement and
15 understanding of the Parties pertaining to the subject matter of this Agreement, and supersedes all
16 prior Agreements, understandings, negotiations, representations, and discussions pertaining to that
17 subject matter, whether verbal or written, of the Parties. The Parties acknowledge that there are no
18 representations, promises, warranties, conditions, or obligations of any Party, or counsel (or any
19 Party), pertaining to that subject matter other than is contained in this Agreement, and that no Party
20 has executed this agreement in reliance on any representation, promise, warranty, condition, or
21 obligation, other than is contained in this Agreement.

22 I. Execution. The Parties to this Agreement acknowledge that they have executed this
23 Agreement voluntarily and without any duress or undue influence. The Parties further acknowledge
24 that they (1) have been represented by counsel of their own choice in connection with the
25 negotiation and execution of this Agreement, or have been advised to seek independent counsel of
26 their own choice prior to executing this agreement; (2) have read this Agreement in its entirety; and
27 (3) have entered into this Agreement of their own volition and not as a result of any representations
28 or advice by other Party or counsel for any other Party.

1 J. Counter Parts. This Agreement may be executed in one or more counterparts, each
2 of which shall be deemed an original, but all of which together shall constitute one and the same
3 instrument. This agreement shall become effective and binding immediately upon its execution by
4 both Parties. This Agreement consists of nine (9) pages, including the signature page.

5 K. Termination. Upon motion made by either Party to this Agreement in accordance
6 with the procedures set forth in Article IX, Section A of the Judgment and approval of the Court,
7 this Agreement shall be terminated.

8
9 DATED: _____ WATERMASTER

10
11 _____
12 By:

13
14 DATED: _____ POMONA VALLEY PROTECTIVE ASSOCIATION

15
16 _____
17 By:

18
19
20
21
22
23
24
25
26
27
28

EXHIBIT D

BASE ANNUAL GROUNDWATER PRODUCTION IN EACH BASIN, 1985- 1996
AND TOTAL BASE ANNUAL GROUNDWATER PRODUCTION, 1985- 1996
FOR EACH PARTY, AND EACH PARTY'S PERCENTAGE OF THE AGGREGATE OPERATING SAFE
YIELD FOR THE CANYON, UPPER CLAREMONT HEIGHTS, LOWER CLAREMONT HEIGHTS AND POMONA BASINS

Party	<u>Base Annual Production, Acre Feet per Year</u>					Percentage of Aggregate Operating Safe Yield
	Canyon Basin	Upper Claremont Heights Basin	Lower Claremont Heights Basin	Pomona Basin	Total	
City of La Verne	0	0	0	1,492	1,492	7.731
City of Pomona*	0	1,234	961	1,128	3,323	17.218
Simpson Paper	0	0	0	691	691	3.580
Southern Cal. Water Co.	56	2,895	107	3,647	6,705	34.741
City of Claremont	0	267	0	268	535	2.772
Pomona College	0	357	0	0	357	1.850
City of Upland	408	1,434	0	0	1,842	9.544
West End Consolidated Water Company	0	2,972	0	0	2,972	15.399
San Antonio Water Company	0	1,383	0	0	1,383	7.166
TOTAL	464	10,542	1,068	7,226	19,300	100.000%

* Pomona shall have the right to produce an additional 109 acre feet of groundwater per year subject to the following:

(a) Pomona shall provide at least 436 acre feet of recycled water to the property presently designated by the Los Angeles County Assessor as Assessor's Parcel Nos. 834-800-8001, 834-800-8002, 834-800-8009, 834-800-5013 and 834-800-6001.

(b) Pomona's additional production right shall be added to its Base Annual Production Right and shall be subject to all provisions of the Judgment relating to Base Annual Production Rights; provided however, such additional right shall not be subject to transfer or the water produced delivered for use outside the Pomona service area.

(c) To the extent in any year Pomona provides less than 436 acre feet of recycled water to the above described property, the additional right of Pomona shall be reduced to an amount equal to one fourth (1/4) of the amount of recycled water provided. However, no reduction shall occur to the extent the failure to deliver recycled water is the result of sudden occurrences such as storms, floods, fires, earthquakes, accidents or unexpected equipment outage) or acts or omissions of the Los Angeles County Sanitation District which impair the ability of Pomona to make recycled water deliveries.

EXHIBIT E

DESCRIPTION OF REPLENISHMENT PROGRAMS

San Antonio Spreading Grounds

Owned and operated by the Pomona Valley Protective Association (PVPA), this private facility is comprised of 600 acres of spreading grounds on both the east and west sides of San Antonio channel. The grounds consist of ditches, check levees, gates, metering stations, shallow basins and deep basins. The primary source of water for this facility is from San Antonio Creek by way of controlled releases from San Antonio Dam which is owned and operated by the U.S. Army Corps of Engineers. Water is released from the dam directly into San Antonio Flood Control Channel. Upon entering the channel, water is diverted into an underground basin where control gates allow regulated flow onto the spreading grounds. Additional sources of water include uncontrolled surface flows from adjacent properties in San Bernardino and Los Angeles Counties. The Corps coordinates its releases with PVPA. Four metering stations are used for flow measurements, and a series of ditches, check levees, gates and appurtenances allow the water to be directed into shallow and deep basins. Since 1896, PVPA has regularly spread water at its facility.

Thompson Creek Spreading Grounds

Owned and maintained by PVPA, this private facility is comprised of approximately 53 acres of spreading grounds south of Thompson Creek Dam and east of Thompson Creek. PVPA operates this facility with the cooperation of the Los Angeles County Flood Control District. The grounds consist of ditches, check levees, gates, shallow and deep basins. The sources of water for this facility are Cobal, Williams, Palmer, and Padua Creeks which are diverted to the grounds by PVPA with the cooperation of the Los Angeles County Department of Public Works through the Palmer Diversion. Surface runoff is diverted onto the grounds by way of Chicken Creek through a diversion located directly north of the grounds. PVPA's facility can also receive water from Thompson Creek Dam when the reservoir exceeds the elevation of 1625 feet above sea level. Since 1918, PVPA has spread water at this facility.

Pomona Spreading Grounds

Owned and operated by the City of Pomona, this facility is comprised of 8 acres of spreading grounds adjacent to the City's Pedley Water Treatment Plant. The City acquired this property in October 1926. The present deep basin configuration of the facility was completed in 1957. The source of water for this facility is San Antonio Creek water delivered through the Loop Merserve Canyon Water Company pipeline and Evey Canyon water. This facility also receives some local runoff. Water has been spread in this vicinity on and off since about 1897.

Live Oak Spreading Grounds

Owned and operated by the Los Angeles County Department of Public Works, this facility consists of approximately 5 acres of spreading grounds. Approximately 1.5 acres north of Baseline Road and 3.5 acres south of route 30 freeway extension. The source of water for this facility is controlled releases from Live Oak Dam and Live Oak Debris Basin. This facility was first used in the 1961-62 water year.

WATER STORAGE AND RECOVERY AGREEMENT

1. IDENTIFICATION

THIS AGREEMENT dated _____ by and between the CITY OF POMONA, a chartered municipal corporation (Pomona), and the SIX BASINS WATERMASTER, a court appointed entity established by the Los Angeles County Superior Court (Watermaster), and is based upon the following recitals.

2. RECITALS

2.1 Water rights have been adjudicated in the Six Basins Area according to the Judgment in Los Angeles County Superior Court Case No. KC 029152, entitled Southern California Water Company v. the City of La Verne.

2.2 Said Judgment establishes the Watermaster as the court empowered entity responsible for managing the Six Basins Area. Under the provisions of Paragraph VI.B.10 of the Judgment, Watermaster is authorized to enter into Storage and Recovery Agreements with any party holding a base annual production right.

2.3 Pomona is a party holding a base annual production right. In addition, Pomona has historically replenished the Six Basins Area. While Pomona is under no obligation to replenish the Six Basins Area, to the extent that it does augment groundwater supplies in excess of its historical replenishment as provided in Paragraph VI.B.9 of the Judgment, Pomona is authorized to recover such water.

2.4 Spreading and injecting or otherwise recharging groundwater in the Six Basins Area is restricted according to Paragraph IV.B of the Judgment; however, pursuant to Paragraph VI.B.10,

Watermaster is authorized to enter into storage and recovery agreements for the utilization of groundwater storage capacity and for subsequent recovery use or credit by the storing entity.

2.5 Pomona and Water master desire to enter into an agreement for the storage and recovery of water.

3. AGREEMENTS

In consideration for the mutual promises and conditions contained herein and for other valuable consideration, the parties agree as follows:

3.1 Pomona may, subject to the conditions hereinafter set forth, spread and cause to be spread water which would be stored for Pomona's account. The amount of water stored and recovered shall be all amounts it has spread or caused to be spread in the Six Basins Area in excess of 130 acre feet annually as specifically provided in Paragraph VI.B.9 of the Judgment. Without limitation on accumulations, Pomona shall acquire and retain ownership of all such storage in excess of the historical replenishment of 130 acre feet per year until such water is produced by Pomona or transferred as a credit toward any Replacement Water obligation.

3.2 Pomona shall issue a report to Watermaster on a quarterly basis indicating the amount of water which Pomona has spread. The report shall be due the last day of the month next following the end of the relevant quarter.

3.3 Recovery of water by Pomona shall be accounted for as follows:

3.3.1 The first water Pomona produces in a calendar year shall be the carryover of unused rights in accordance with Paragraph III.B.2.

3.3.2 The next such water produced shall be Pomona's Base Annual Production Right.

3.3.3 The next such water produced shall be water stored pursuant to this storage and Recovery Agreement.

3.4 This Agreement shall be effective upon court approval of the Judgment in the above-referenced case.

3.5 Any notices required hereunder may be given by mail postage prepaid and addressed as follows:

TO WATERMASTER:

TO CITY OF POMONA:

Henry Pepper, Director of Utilities
Public Works Department
City of Pomona
505 S. Garey Avenue
Pomona, CA 91769-0660

EXECUTED this _____ day of _____, 1998, at _____, CA.

CITY OF POMONA

By: _____

WATERMASTER

By: _____

EXHIBIT G

INITIAL OPERATING PLAN

1. **Replenishment.** PVPA shall continue to replenish the basin as it has historically done. PVPA shall curtail replenishment when the Index Water Level is at 1455 or higher, where the Index Water Level is the average of the water level elevations above Mean Sea Level for the following five Key Wells:

Upland-Foothill No. 3 (Owner: WECWC)
Mountain View No. 4 (Owner: WECWC)
Miramar No. 3 (Owner: SCWC)
College No. 1 (Owner: Pomona College)
Tunnel Well No. 3 (Owner: Pomona)

On the second Monday of each month owners of the Key Wells shall measure and report to Watermaster and to PVPA the water level elevations in the Key Wells. Water level elevations shall be measured using protocols specified by Watermaster.

2. **Production Measurement and Reporting.** Within 180 days following Entry of Judgment each producer shall have installed on all of its producing wells a calibrated device to measure production. Such devices shall conform to, and be regularly calibrated in accordance with, specifications developed by Watermaster. Each producer shall record the monthly production from each well in acre feet and shall report such monthly production for each well and the total for all wells for the month and for the year to date to Watermaster by not later than the third working day following the end of the month.

3. **Operating Safe Yield.** The initial Operating Safe Yield of the Four Basins is 24,000 acre feet per year.

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 21 East Carrillo Street, Santa Barbara, California 93101-2782. On December 21, 1998, I served the within document:

NOTICE OF ENTRY OF JUDGMENT

☐

by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

☒

by placing the document listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Barbara, California as set forth below.

☐

by causing personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth below.

☐

by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

SEE ATTACHED LIST

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 21, 1998, at Santa Barbara, California.

Gina M. Lane

GINA M. LANE

1 Jess Senecal, Esq.
2 Lagerlof, Senecal, Bradley and Swift
3 301 North Lake Ave., 10th Floor
Pasadena, CA 91101

4 Art Littleworth, Esq.
5 Best, Best & Krieger
6 3750 University Ave.
Riverside, CA 92502-1028

7 Burt Gindler, Esq.
8 Morrison & Foerster
9 555 West Fifth St.
Los Angeles, CA 90013-1024

10 Steven Kennedy, Esq.
11 Three Valleys Mutual Water District
12 1839 Commercenter Way
Riverside, CA 92412

13 Robert Hawkins, Esq.
14 Law Offices of Robert C. Hawkins
15 110 Newport Center Drive, Suite 200
Newport Beach, CA 92660

16 James Markman, Esq.
17 Boyd Hill, Esq.
18 Markman, Arczynski, Hanson, Curley
19 & Slough
One Civic Center Circle
Brea, CA 92822-1059

20 Arthur Kidman, Esq.
21 McCormick, Kidman & Behrens
22 695 Town Center Drive, Suite 1400
Costa Mesa, CA 92626-1924

23 Jerome Craig, Esq.
24 Morrison & Foerster, LLP
25 555 West Fifth St., Suite 3500
Los Angeles, CA 90013

26 Keith Johnson
27 Allard, Shelton & O'Connor
28 319 Harvard Ave.
Claremont, CA 91711

Tom McPeters, Esq.
San Antonio Water Company
Home Savings of Am. Building, 2nd Floor
4 West Redlands Blvd.
Redlands, CA 92378

Jeanne Verville, Esq.
Simpson Paper Company
1301 Fifth Ave., Suite 2800
Seattle, Washington 98101-2613

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

5 Attorneys for Plaintiff
6
7

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN BERNARDINO
10

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

14 -vs-

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

Defendants.

No. 92645

D E C R E E

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

6 San Antonio Water Company, a corporation;
7 Foothill Irrigation Company, a corporation;
8 Ioamosa Water Company, a corporation;
9 Old Settlers Water Company, a corporation;
10 Sunset Water Company, a corporation;
11 Cucamonga Water Company, a corporation;
12 Alta Loma Mutual Water Company, a corporation;
13 Armstrong Nurseries, a corporation;
14 Banyan Heights Water Company, a corporation;
15 Carnelian Water Company, a corporation;
16 Citrus Water Company, a corporation;
17 Hedges Well Company, a corporation;
18 Hellman Water Company, a corporation;
19 Hermosa Water Company, a corporation;
20 Joya Mutual Water Company, a corporation;
21 Upland Water Company, a corporation;
22 Western Fruit Growers, a corporation;
23 Cucamonga Development Company, a corporation;
24 Sapphire Mutual Water Company, a corporation;
25 Charles Snyder;
26 Hugh P. Crawford;
27 Bank of America National Trust and Savings Association,
28 a national banking association, and Henry G. Bodkin,
29 as executors of the last Will of Giovanni Vai, deceased;
30 G. N. Hamilton Ranch, a partnership composed of Arthur
31 Bridge, Helen Bridge, Grace W. Burt;
32

1 and Rex Mutual Water Company.

2 and,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Exhibit 2: A list of the "allocated water" of each party
2 (Other than the stream flow mentioned in paragraph "Third");

3 Exhibit 3: A map of "Cucamonga Pipe Lines";

4 Exhibit 4: A map of "Cucamonga Spreading Works";

5 Exhibit 5: A map of "Well and Shaft Locations";

6 and said exhibits are herein respectively referred to as "Exhibit 1",
7 "Exhibit 2", "Exhibit 3", "Exhibit 4" and "Exhibit 5".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 During each spreading season, the remaining amount of Ioamosa
2 gravity water over and above fifty (50) inches, shall be either:

3 (a) Used for irrigation purposes over Cucamonga Basin; or,

4 (b) Spread over Cucamonga Basin in the spreading grounds
5 of Ioamosa or Banyan Heights Water Company; or

6 (c) Returned by Ioamosa to the channel of Cucamonga Creek.

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

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

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

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

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

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

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

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

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

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

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

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

1 Colony Lot No. 170

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

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

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

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

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

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

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

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

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

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

1 consecutive years such right shall not be exercised.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 Done in open Court this 25 day of April, 1958.
23
24

25 CARL B. HILLIARD

26 Judge
27
28
29
30
31
32

1 EXHIBIT 1

2 TERRITORY UNDER WHICH LIES THE "CUCAMONGA BASIN"

3
4 That certain territory in the County of San Bernardino,
5 State of California, which is situated to the South of the Sierra
6 Madre range of mountains and is bounded and described as follows,
7 to wit:

8 Beginning at the base of the hereinbefore men-
9 tioned Sierra Madre Mountains at a point situate
10 9000 feet due North of the Southwest corner of
11 Lot 241, said lot being delineated on Map of
12 Ontario Colony Lands, recorded in the Office of
13 the County Recorder of said County in Book 11
14 of Maps, at page 6 thereof; thence running South
15 to said Southwest corner of said Lot 241; thence
16 running in a general Southeasterly direction to
17 the Southeast corner of Lot 419, said lot being
18 also delineated on said Map of said Ontario Colony
19 Lands; thence continuing in a general Southeasterly
20 direction to a point situate thirteen hundred feet
21 North of the South line and thirteen hundred feet
22 East of the West line of Section 4, Township 1
23 South, Range 7 West, S. B. B. & M., thence running
24 in a general Easterly direction to a point situate
25 on the East line of said Section 4, eighteen hun-
26 dred feet North of the Southeast corner of said
27 Section 4; thence running in a general Northeasterly
28 direction to the Southeast corner of the Southwest
29 quarter of the Northeast quarter of Section 3,
30 Township 1 South, Range 7 West, S. B. B. & M., thence
31 running Northeasterly to a point situate on the North
32 line of Section 2, Township 1 South, Range 7 West,
S. B. B. & M., fourteen hundred feet East of the West
line of said Section 2; thence running in a general
Northeasterly direction to the base of said mountains,
to a point where the division line between ranges
six and seven, S. B. B. & M. intersects the South
base of said mountains; thence following the meander-
ing line of the South base of said mountains, being
curved northerly for canyons and southerly for ridges,
in a westerly direction to the place of beginning.

EXHIBIT 2

STIPULATED WATER

<u>NAME</u>	<u>ACRE FEET PER YEAR</u>
-------------	---------------------------

San Antonio Water Company	6500
Alta Loma Mutual Water Company	600
Armstrong Nurseries	200
Banyan Heights Water Company	625
Carnelian Water Company	600
Citrus Water Company	450
Cucamonga Water Company	6500
Cucamonga Development Company (included under Ioamosa)	None
Foothill Irrigation Company	1600
Hedges Well Company	732
Hellman Water Company (included under Ioamosa)	None
Hermosa Water Company	600
Ioamosa Water Company	920
Joya Mutual Water Company	390
Old Settlers Water Company	400
Rex Mutual Water Company	600
Charles Snyder	114
Sunset Water Company	400
Upland Water Company	750
Heirs and Devises of Giovanni Vai, deceased	500
Hugh P. Crawford	120
Western Fruit Growers	120
Sapphire Mutual Water Company	None
G. N. Hamilton Ranch, a partnership	None
AGGREGATE STIPULATED WATER	22,721

EXHIBIT 2

114
 15,351

WALKER, WRIGHT, TYLER & WARD
210 W. 7th Street, Suite 631
Los Angeles, 14, California,
TRinity 8936

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

SAN ANTONIO WATER COMPANY, a corporation,
Plaintiff,

vs.

FOOTHILL IRRIGATION COMPANY, a corporation;
SUNSET WATER COMPANY, a corporation; IOAMOSA
WATER COMPANY, a corporation; and OLD SETTLERS
WATER COMPANY, a corporation; ALTA LOMA MUTUAL
WATER COMPANY, a corporation; ARMSTRONG
NURSERIES, a corporation; BANYAN HEIGHTS WATER
COMPANY, a corporation; CARNELIAN WATER
COMPANY, a corporation; CITRUS WATER COMPANY,
a corporation; CUCAMONGA DEVELOPMENT COMPANY,
a corporation; CUCAMONGA WATER COMPANY, a
corporation; HEDGES WELL COMPANY, a corpora-
tion; HELLMAN WATER COMPANY, a corporation;
HERMOSA WATER COMPANY, a corporation;
JOYA MUTUAL WATER COMPANY, a corporation;
REX MUTUAL WATER COMPANY, a corporation;
SAPPHIRE MUTUAL WATER COMPANY, a corporation;
CHARLES SNYDER; UPLAND WATER COMPANY, a
corporation; HENRY G. BODKIN and BANK OF
AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
as Executors of the last will of Giovanni Vai,
deceased; WESTERN FRUIT GROWERS, a corporation;
HUGH P. CRAWFORD; G. N. HAMILTON RANCH, a partner-
ship composed of Arthur Bridge, Helen Bridge, and
Grace W. Burt; JOHN DOE ONE to THIRTY, inclusive,
MARY ROE ONE to THIRTY inclusive, JOHN DOE
COMPANY ONE TO TWENTY inclusive,

Defendants.

No.

STIPULATION

REGARDING

TRIAL AND

JUDGMENT

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

1 that:

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

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

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

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

23 Dated: April 8
~~November 25th~~, 1957.

24 SAN ANTONIO WATER COMPANY

25 BY F. B. Buffington President
26 AND C. Adams Secretary

27 WALKER, WRIGHT, TYLER AND WARD

28 BY Thos. S. Huthurst
29 Attorneys for Plaintiff

30 FOOTHILL IRRIGATION COMPANY

31 BY Therman Hixson V. President
32 AND Frank H. Van Fleet Secretary

IOAMOSA WATER COMPANY

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

OLD SETTLERS WATER COMPANY

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

SUNSET WATER COMPANY

BY Norman Ellison President
AND Emma Mae Phelan Secretary

CUCAMONGA WATER COMPANY

BY Leon T. Lucas President
AND Clifton Chappell Secretary

ALTA LOMA MUTUAL WATER COMPANY

BY C. J. Minor President
AND James L. Merchant Secretary

ARMSTRONG NURSERIES, INC.

BY Clayton Armstrong President
AND W. R. Ro Secretary

BANYAN HEIGHTS WATER COMPANY

BY Robert L. Phelps President
AND Harold L. Thall Secretary

CARNELLAN WATER COMPANY

BY John C. Belcher President
AND Charles L. Thall Secretary

CITRUS WATER COMPANY

BY Goodwin H. Hile President
AND W. H. Hagan Secretary

HEDGES WELL COMPANY,

BY Donald B. Blair President

AND Miss H. J. ... Secretary

HELLMAN WATER COMPANY

BY J. F. Grass President

AND Frank N. Van Fleet Secretary

HERMOSA WATER COMPANY

BY Wm. H. H. H. H. President

AND Frank N. Van Fleet Secretary

JOYA MUTUAL WATER COMPANY

BY Clara B. B. President

AND Frank N. Van Fleet Secretary

UPLAND WATER COMPANY

BY Wm. H. H. H. President

AND J. F. Easton Secretary

WESTERN FRUIT GROWERS

BY W. H. H. H. President

AND M. O. H. H. Secretary

CUCAMONGA DEVELOPMENT COMPANY

BY Robert H. H. President

AND Frank N. Van Fleet Secretary

SAPPHIRE MUTUAL WATER COMPANY

BY H. L. H. H. President

AND Frank N. Van Fleet Secretary

BY Charles Snyder
(Charles Snyder)

BY Hugh P. Crawford
(Hugh P. Crawford)

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

BY [Signature]
AND [Signature]
(Henry G. Bodkin)

G. N. HAMILTON RANCH, a partnership,

BY [Signature]
(Arthur Bridge)

BY [Signature]
(Helen Bridge)

BY [Signature]
(Grace W. Burt)

Partners

REX MUTUAL WATER COMPANY

BY [Signature] President
AND [Signature] Secretary

SURR & HELLYER

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

Appendix G Contingency Ordinance

Contingency Ordinance and Ordinance 1786



Upland Municipal Code

Chapter 13.16 WATER CONSERVATION

13.16.010 Generally

- A. Declaration of Policy. It is declared that because of the water conditions prevailing in the city, the general welfare requires that the water resources available to the city, region and state be put to the maximum beneficial use, that the waste or unreasonable use of water be prevented, and that the conservation of water is to be encouraged at all times.
- B. Authorization.
1. The city manager shall request the city council to declare that demand for water is anticipated to be in excess of supply, immediately after it appears that such a situation exists or is threatened, if the city council is in session. If the council is not in session, the city manager shall immediately cause a request for a special meeting of the city council to be delivered to each council person who can be located.
 2. The city council shall have the power to declare the necessity to implement the applicable provisions of this chapter when in its opinion the demand for water consumption exceeds the city's available supply (allowing for a safe reserve), or threatens to do so, provided there are no immediate resources available to remedy the situation. Such declaration shall be made by public announcement and shall be published in a newspaper of general circulation and shall become effective immediately upon such publication.
- C. Application. The provisions of this chapter shall apply to all persons, customers within the city, or property utilizing city water wherever situated.
- D. Presumption. For purposes of this title, it shall be presumed that a person, corporation or association in whose name the water utility of the city is or was last billed or who is receiving the economic benefit of the water supply has knowingly made, caused, used or permitted the use of water received from the city for a purpose in a manner contrary to any provision of this title. (Ord. 1786 § 1, 2005; prior code § 7730.0)

13.16.020 Penalties

- A. Compliance—Guidelines.
1. No customer of the city or person who uses water within the city shall knowingly use, or permit the use of water in a manner contrary to any provision of this chapter, or in an amount in excess of that use permitted by the provisions of this title or that is reasonably necessary to satisfy the water usage need.
 2. Unless otherwise provided, any person, firm or corporation violating any provision of this title as adopted by reference above, other than the provisions of Sections [13.20.010](#) through [13.20.040](#) of this code, shall be guilty of an infraction or misdemeanor as hereinafter specified at the city's discretion, and each day or portion thereof such violation is in existence shall be a new and separate offense.
- B. Any person so convicted shall be:

1. Guilty of an infraction offense and punished by a fine of not less than \$25.00 but not exceeding \$100.00 for a first violation during any calendar year or declared conservation stage, whichever time period is shorter in duration;
 2. Guilty of an infraction offense and punished by a fine not less than \$50.00 and not exceeding \$200.00 for a second violation during any calendar year or declared conservation stage, whichever time period is shorter in duration;
 3. On conviction of a third violation, guilty of a misdemeanor offense and shall be punished by a fine not less than \$500.00 nor more than \$1,000.00 during any calendar year or declared conservation stage, whichever time period is shorter in duration.
- C. 1. Notwithstanding the above, a first or second offense may be charged and prosecuted as a misdemeanor at the city's sole discretion. In addition to the above penalties, such convicted person, firm, corporation or other entity may, in the discretion of the court, be ordered to reimburse the city for all necessary costs incurred through investigation, discovery, analysis, inspection, abatement and other actual costs incurred by the city or its agents pertaining to the violation.
2. The court shall fix the amount of any such reimbursements upon submission of proof of such costs by the city. Payment of any penalty herein provided shall not relieve a person, firm or corporation, or other entity from the responsibility of correcting the condition resulting from the violation.
- D. In addition to the above, the water utility director is empowered to enact other penalties and restrictive measures that are intended to abate the conductor circumstances comprising the violation, including but not limited to the following: placement of a flow restricting device upon the water service, locking off of water meter, removal of water meter, and shutting off of the service line valve. (Ord. 1812 § 1, 2006; prior code § 7731.00)

13.16.030 Conservation program—Year-round stage.

- A. The following activities are prohibited:
1. The washing of sidewalks, walkways, driveways, public and private parking areas and all other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety;
 2. Excessive or unreasonable runoff of water or unreasonable spray of the areas being watered. Every customer is deemed to have his or her water system under control at all times, to know the manner and extent of this water use and any runoff, and to employ available alternatives to apply irrigation water in a reasonably efficient manner;
 3. Allowing, permitting or causing the escape of water through breaks or leaks within the customer's plumbing or private water distribution system for any substantial period of time within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of 72 hours after the customer discovers such a break or leak or receives notice from the city of a break or leak, is a reasonable time within which to correct such break or leak, or, at a minimum, to stop the flow of water from such break or leak;

4. Outdoor irrigation of landscape by sprinklers during the hours of 10:00 a.m. to 6:00 p.m. Citizens are encouraged to avoid the use of sprinklers on windy days. Irrigation by handheld hose, drip irrigation, hand-held bucket, or similar container or by use of a cleaning machine equipped to recycle any water used are permitted anytime. In no event shall any water so used be permitted to run off into adjacent property, streets, alleys or storm drains;
 5. Washing of automobiles, trucks, trailers, boats, airplanes, and other types of equipment (mobile or otherwise) unless done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use to ensure the water supply is shutoff. However, this section does not apply to the washing of the above-listed vehicles or mobile equipment when conducted on the immediate premises of a commercial carwash;
 6. All eating and drinking establishments of any kind including, but not limited to, any restaurant, hotel, café, cafeteria, bar or club, whether public or private, shall not provide drinking water to any person unless it is expressly requested.
- B. Exceptions. None of these restrictions shall apply to the following:
1. The routine and necessary use of water, other than for landscape irrigation, by a governmental entity in pursuit of its governmental functions for the benefit of the public, such as construction projects and for the cleaning of streets to prevent debris and harmful substances from entering water systems via storm drains;
 2. The necessary use of water for the routine maintenance and/or repair of water distribution facilities, residential and commercial plumbing and permanently installed landscaped irrigation systems. (Ord. 1786 § 1, 2005: prior code § 7732.00)

13.16.040 Conservation program—Moderate shortage stage.

- A. In the event the city council determines that the measures outlined in Section [13.16.030](#) fail to produce a sufficient reduction in demand so as to produce a sufficient supply, the use of water within the city shall be additionally restricted and the following provisions shall become effective upon a declaration by the city council and publication of same as follows:
1. The washing of sidewalks, walkways, driveways, public and private parking areas and all other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety.
 2. Excessive or unreasonable runoff of water or unreasonable spray of the areas being watered is prohibited. Every customer is deemed to have his or her water system under control at all times, to know the manner and extent of this water use and any runoff, and to employ available alternatives to apply irrigation water in a reasonably efficient manner.
 3. Allowing, permitting or causing the escape of water through breaks or leaks within the customer's plumbing or private water distribution system for any substantial period of time within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of 72 hours after the customer discovers such a break or leak or

receives notice from the city of a break or leak, is a reasonable time within which to correct such break or leak, or, at a minimum, to stop the flow of water from such break or leak.

4. Outdoor irrigation of landscape by sprinklers is permitted only on even days of the month for those locations having a street address with an even last digit. Outdoor irrigation by sprinklers is permitted only on odd days of the month for those locations having a street address with an odd last digit. Outdoor irrigation for locations not having a street address shall occur on even days of the month if located west of San Antonio Avenue or only on odd days of the month if located east of San Antonio Avenue. No outdoor irrigation shall take place between the hours of 10:00 a.m. and 6:00 p.m. Irrigation by hand-held hose, drip irrigation, hand-held bucket, or similar container or by use of a cleaning machine equipped to recycle any water used are permitted anytime. In no event shall any water so used be permitted to run off into adjacent property, streets, alleys or storm drains.

5. Washing of Vehicles, Trailers, Boats, Airplanes and Mobile Equipment.

a. The washing of automobiles, trucks, trailers, boats, airplanes and other types of equipment (mobile or otherwise) is prohibited except on the designated outdoor water use days pursuant to subsection (A)(4) of this section between the hours of 12:00 midnight to 12:00 noon and sundown to 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use to ensure the water supply is shutoff.

b. No individual, firm or business that regularly washes vehicles for remuneration or provides facilities for customers to do so through coin-operated machinery shall be permitted to operate such a business unless their place of business is equipped and operating to approved city standards with equipment to recycle water for use within their facility.

c. Washing trucks, trailers and other types of mobile equipment (such as garbage trucks and vehicles used to transport food and other perishables), when such washing is necessary in order to protect the health, safety and welfare of the public, shall be restricted to the hours of sundown to noon. Such washing, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use.

d. Nonprofit and community based organizations' fundraising car washes shall be allowed, provided they are otherwise in accordance with all other provisions of the Upland Municipal Code and this section, and have obtained a permit to operate a nonprofit carwash from the finance department, the cost of same to be \$5.00, which sum is found to cover the city's costs to issue the permit. Such activities shall be limited to no more than two times in one month. Permit shall become void upon the effective date of the declaration of severe shortage.

6. All eating and drinking establishments of any kind including, but not limited to, any restaurant, hotel, café, cafeteria, bar or club, whether public or private, shall not provide drinking water to any person unless it is expressly requested.

7. The refilling or adding of water to swimming pools is prohibited except on designated outdoor water use days, which shall be the same days as outdoor watering is permitted pursuant to subsection (A)(4) of this section.

8. Any non-business, operation-related pond, ornamental fountain or other structure making similar use of water is prohibited.
9. The irrigation of golf course fairways is prohibited. This section shall not apply to the irrigation of any golf course solely with reclaimed wastewater.
10. The use of water from fire hydrants shall be limited to firefighting and emergency-related activities and/or other activities necessary to maintain the health, safety, and welfare of the citizens of Upland. This restriction shall not apply to businesses which require the use of water for land development and building construction processes, pursuant to prior written approval by the review board as defined in Section [13.16.070](#).

B. Exceptions. None of the moderate shortage restrictions shall apply to the following uses of water:

1. The routine and necessary use of water, other than for landscape irrigation, by a governmental entity in pursuit of its governmental functions for the benefit of the public, such as construction projects and for the cleaning of streets to prevent debris and harmful substances from entering water systems via storm drains;
2. The routine and necessary use of water, other than for landscape irrigation, for land development (e.g., roadway base preparation, flushing of utility lines, dust control, concrete and asphalt work) and for building construction processes;
3. The necessary use of water for the routine maintenance and/or repair of water distribution facilities, residential and commercial plumbing and permanently installed landscape irrigation systems;
4. The use of water necessary to irrigate large, landscaped areas in commercial and institutional establishments as authorized by the terms and conditions of an approved compliance agreement issued by the review board, as defined in Section [13.16.070](#);
5. The use of water pursuant to the approved terms and conditions of a variance granted by the review board as defined in Section [13.16.070](#). (Ord. 1786 § 1, 2005; prior code § 7733.00)

13.16.050 Conservation program—High shortage stage.

A. In the event the city council determines that the measures outlined in Section [13.16.040](#) fail to produce a sufficient reduction in demand so as to produce a sufficient supply, the use of water within the city shall be additionally restricted and the following provisions shall become effective upon a declaration by the city council and publication of same as follows:

1. The washing of sidewalks, walkways, driveways, public and private parking areas and other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety is prohibited.
2. Excessive runoff of water or unreasonable spray of the areas being watered is prohibited. Every customer is deemed to have his or her water system under control at all times, to know the manner and extent of this water use and any runoff, and to employ available alternatives to apply irrigation water in a reasonably efficient manner.

3. Allowing, permitting or causing the escape of water through breaks or leaks within the customer's plumbing or private water distribution system for any substantial period of time within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of 72 hours after the customer discovers such a break or leak or receives notice from the city of a break or leak, is a reasonable time within which to correct such break or leak, or, at a minimum, to stop the flow of water from such break or leak.
4. Outdoor irrigation of landscape by sprinklers is permitted only on Wednesday and Sunday for those locations having street address with an even last digit. Outdoor irrigation by sprinklers is permitted only on Tuesday and Saturday for those locations having a street address with an odd last digit. Outdoor irrigation for locations not having a street address shall occur on Wednesday and Sunday if located west of San Antonio Avenue or only on Tuesday and Saturday if located east of San Antonio Avenue. No outdoor irrigation shall take place between 6:00 a.m. until one hour before sundown. Irrigation by hand-held hose, drip irrigation, or handheld bucket or similar container or by use of a cleaning machine equipped to recycle any water used are permitted anytime. In no event shall any water so used be permitted to run off into adjacent property, streets, alleys or storm drains.
5. Washing of Vehicles, Trailers, Boats, Airplanes and Mobile Equipment.
 - a. The washing of automobiles, trucks, trailers, boats, airplanes and other types of equipment (mobile or otherwise) is prohibited except on the designated outdoor water use days pursuant to subsection (A)(4) of this section between the hours of 12:00 midnight to 12:00 noon and sundown to 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use to ensure the water supply is shutoff.
 - b. No individual, firm or business that regularly washes vehicles for remuneration or provides facilities for customers to do so through coin-operated machinery shall be permitted to operate such a business unless their place of business is equipped and operating to approved city standards with equipment to recycle water for use within their facility.
 - c. Washing trucks, trailers and other types of mobile equipment (such as garbage trucks and vehicles used to transport food and other perishables), when such washing is necessary in order to protect the health, safety and welfare of the public, shall be restricted to the hours of sundown to noon. Such washing, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use.
 - d. Nonprofit and community-based organizations' fundraising car washes shall be allowed, provided they are otherwise in accordance with all other provisions of the Upland Municipal Code and this section, and have obtained a permit to operate a nonprofit carwash from the finance department, the cost of same to be \$5.00, which sum is found to cover the city's costs to issue the permit. Such activities shall be limited to no more than two times in one month. Permit shall become void upon the effective date of the declaration of severe shortage.

6. All eating and drinking establishments of any kind whatsoever including, but not limited to, any restaurant, hotel, café, cafeteria, bar or club, whether public or private, shall not provide drinking water to any person unless it is expressly requested.

7. The refilling or adding of water to existing swimming pools is prohibited except on designated outdoor water use days which shall be the same days as outdoor water is permitted pursuant to subsection (A)(4) of this section. New pool construction filling shall be by permit only.

8. Any non-business, operation-related pond, ornamental fountain or other structure making similar use of water is prohibited.

9. The watering of golf course tee areas and fairways is prohibited unless done with reclaimed wastewater.

10. The use of water from fire hydrants shall be limited to firefighting and emergency-related activities and/or other activities necessary to maintain the health, safety, and welfare of the citizens of Upland. This restriction shall not apply to businesses which require the use of water for land development and building construction processes, pursuant to prior written approval by the review board as defined in Section [13.16.070](#).

B. Exceptions. None of the high shortage restrictions shall apply to the following uses of water, provided there is prior written approval by the review board as defined in Section [13.16.070](#):

1. The routine and necessary use of water, other than for landscape irrigation, by a governmental entity in pursuit of its governmental functions for the benefit of the public, such as construction projects and for the cleaning of streets to prevent debris and harmful substances from entering water systems via storm drains;

2. The routine and necessary use of water, other than for landscape irrigation, for land development (e.g., roadway base preparation, flushing of utility lines, dust control, concrete and asphalt work) and for building construction processes;

3. The necessary use of water for the routine maintenance and/or repair of water distribution facilities, residential and commercial plumbing and permanently installed landscape irrigation systems;

4. The use of water necessary to irrigate large landscaped areas in commercial and institutional establishments as authorized by the terms and conditions of an approved compliance agreement issued by the review board, as defined in Section [13.16.070](#). (Ord. 1786 § 1, 2005; prior code § 7734.00)

13.16.060 Conservation program—Severe shortage stage.

In the event the city council determines that the measures outlined in Section [13.16.050](#) fail to produce a sufficient reduction in demand so as to produce a sufficient supply, then the use of water within the city shall be additionally restricted and the following provisions shall become effective upon a declaration by the city council and publication of same as follows:

A. The washing of sidewalks, walkways, driveways, public and private parking areas and other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids

or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety is prohibited.

B. Excessive runoff of water or unreasonable spray of the areas being watered is prohibited. Every customer is deemed to have his or her water system under control at all times, to know the manner and extent of this water use and any runoff, and to employ available alternatives to apply irrigation water in a reasonably efficient manner.

C. Allowing, permitting or causing the escape of water through breaks or leaks within the customer's plumbing or private water distribution system for any substantial period of time within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of 72 hours after the customer discovers such a break or leak or receives notice from the city of a break or leak, is a reasonable time within which to correct such break or leak, or, at a minimum, to stop the flow of water from such break or leak.

D. Outdoor irrigation of landscape by sprinklers is permitted only on Sunday for those locations having street address with an even last digit. Outdoor irrigation by sprinklers is permitted only on Saturday for those locations having a street address with an odd last digit. Outdoor irrigation for locations not having a street address shall occur on Sunday if located west of San Antonio Avenue or only on Tuesday and Saturday if located east of San Antonio Avenue. No outdoor irrigation shall take place between 6:00 a.m. until one hour before sundown. Irrigation by hand-held hose, drip irrigation, or hand-held bucket, or similar container or by use of a cleaning machine equipped to recycle any water used are permitted anytime. In no event shall any water so used be permitted to run off into adjacent property, streets, alleys or storm drains.

E. Washing of Vehicles, Trailers, Boats, Airplanes and Mobile Equipment.

1. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of equipment (mobile or otherwise) is prohibited except as provided elsewhere in this section.

2. No individual, firm or business that regularly washes vehicles for remuneration or provides facilities for customers to do so through coin-operated machinery shall be permitted to operate such a business unless their place of business is equipped and operating to approved city standards with equipment to recycle water for use within their facility. Washing of vehicles in such facilities shall occur only between the hours of 6:00 a.m. and 12:00 noon.

3. Washing trucks, trailers, and other types of mobile equipment (such as garbage trucks and vehicles used to transport food and other perishables), when such washing is necessary in order to protect the health, safety and welfare of the public, shall be restricted to the hours of sundown to 12:00 noon. Such washing when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use.

F. All eating and drinking establishments of any kind including, but not limited to, any restaurant, hotel, café, cafeteria, bar or club, whether public or private, shall not provide drinking water to any person unless it is expressly requested.

G. Washing sidewalks, driveways, public and private parking areas, tennis courts, patios, or other paved areas, except to alleviate an immediate health hazard, is prohibited.

H. The refilling or adding of water to existing swimming pools is prohibited except on designated outdoor water use days which shall be the same days as outdoor water is permitted pursuant to subsection D of this section. New pool construction filling shall be by permit only.

- I. Any non-business, operation-related pond, ornamental fountain or other structure making similar use of water is prohibited.
- J. The watering of golf course tee areas and fairways is prohibited unless done with reclaimed wastewater. (Ord. 1786 § 1, 2005; prior code § 7735.00)

13.16.070 Implementation.

- A. Review Board—Variances, Permits and Compliance Agreements. A review board is established to review special cases which cannot follow the letter of this chapter. The review board shall consist of the water utility director, the city engineer, the fire chief, the city planning director and the city attorney, or their appointed representative.
- B. Appeal of review board decisions shall be made to the city council. It is the purpose of the review board to review special cases and to determine whether or not such cases warrant a variance, permit or compliance agreement including conditions of approval. The board shall consider the facts of each case and decide whether to grant a variance or a permit or to enter into a compliance agreement within five working days of the receipt of a properly completed application for variance/permit/compliance agreement form.
- C. A variance shall be granted only for reasons of economic hardship, which is defined as a threat to an individual business's primary source of income. (Under no circumstances shall inconvenience or the potential for damage of landscaping be considered an economic hardship, which justifies a variance.) The board shall authorize only the implementation of equitable water use restrictions which further the purpose and intent of the water conservation plan. The special water use restrictions authorized by the board in each case shall be set forth on the face of the variance, permit or compliance agreement. A nonrefundable fee of \$50.00 per permit application for all requests shall be assessed to reimburse the city for administrative costs.
- D.
 - 1. A variance or permit issued under moderate shortage shall not be valid upon implementation of high or severe shortage stages unless the permit specifically addresses either or both of those stages upon initial issuance. The multistage permit would have to reflect significant additional savings of water, or nonuse of water, under progressively more critical shortage stages. A variance or permit shall expire under its own terms and conditions and/or when another water conservation stage is in effect.
 - 2. Exception. If, within the period of the permit, the conservation stage for which the permit was originally issued is reinstated, the permit will be considered valid until the original expiration date, as long as that conservation stage is in effect.
- E. Any person, corporation or association who is issued a variance or permit and makes use of water pursuant to the variance, permit or compliance agreement shall provide proof of the variance, permit or compliance agreement upon demand by any peace officer or person authorized by the city to enforce this title.
- F. Upon conviction of a person, corporation or association of violating any provision of this chapter, the review board shall revoke any permit, variance, or compliance agreement previously granted. However, the board shall notify applicant of the proposed revocation five working days before taking such action, and applicant shall be given the opportunity to be heard by the review board prior to its taking such action.

G. Persons wishing to appeal the decision of the review board shall have the right of appeal to the city council. Appeal shall be made in writing within 10 working days of the review board decision. The decision of the city council shall be final. (Ord. 1786 § 1, 2005; prior code § 7736.00)

Appendix H City of Upland Local Hazard Mitigation Plan



Placeholder page. Document to be inserted after adoption.