NOTICE OF MEETING

OF THE

PUBLIC, LEGISLATIVE AFFAIRS, AND WATER RESOURCES COMMITTEE

OF THE
BOARD OF DIRECTORS
OF THE

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

IS SCHEDULED FOR

WEDNESDAY, NOVEMBER 11, 2015
9:00 A.M.

AT THE ADMINISTRATION HEADQUARTERS
6075 Kimball Avenue, Building A
Chino, CA 91708

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

PUBLIC, LEGISLATIVE AFFAIRS, AND WATER RESOURCES COMMITTEE MEETING OF THE BOARD OF DIRECTORS INLAND EMPIRE UTILITIES AGENCY* AGENCY HEADQUARTERS, CHINO, CALIFORNIA

WEDNESDAY, NOVEMBER 11, 2015
9:00 A.M.

CALL TO ORDER

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form, which are available on the table in the Board Room. Comments will be limited to five minutes per speaker. Thank you.

ADDITIONS TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Public, Legislative Affairs, and Water Resources Committee meeting minutes of September 9, 2015 and October 14, 2015.

B. EAST DECLEZ PURCHASE AND SALE AGREEMENT

It is recommended that the Committee/Board:

1. Approve the Purchase and Sale Agreement with SLPR, LLC for the East Declez property; and

2. Authorize the General Manager to execute the agreement.

C. TERM SHEET FOR RECYCLED WATER (RW) INTERCONNECTION WITH JURUPA COMMUNITY SERVICES DISTRICT (JCSD)

It is recommended that the Committee/Board:

1. Approve the Term Sheet between Inland Empire Utilities Agency (IEUA) and JCSD for the development of a RW Interconnection; and

2. Authorize the General Manager to make non-substantive changes and execute the final Term Sheet.

D. **MEMORDANDUM OF UNDERSTANDING (MOU) WITH LOCAL GOVERNMENT COMMISSION (LGC) FOR A SPONSORED CIVICSPARK FELLOW**

It is recommended that the Committee/Board:

1. Approve an MOU for Sponsored CivicSpark Fellow with LGC; and

2. Authorize the General Manager to execute said MOU.

2. INFORMATION ITEMS

A. **PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)**

B. **LEGISLATIVE REPORTS (WRITTEN)**
1. West Coast Advisors
2. Innovative Federal Strategies
3. Agricultural Resources

C. **CALIFORNIA STRATEGIES MONTHLY REPORT (WRITTEN)**

D. **STATE LEGISLATION MATRIX (WRITTEN)**

E. **FEDERAL LEGISLATION MATRIX (WRITTEN)**

F. **ANNUAL WATER USE EFFICIENCY PROGRAMS REPORT (WRITTEN)**

G. **WATER CONNECTION FEE UPDATE (WRITTEN)**

H. **1ST QUARTER PLANNING AND ENVIRONMENTAL COMPLIANCE UPDATE (WRITTEN)**

I. **RECYCLED WATER ANNUAL REPORT (WRITTEN)**

J. **PLANNING AND ENVIRONMENTAL RESOURCES UPDATE (ORAL)**

3. GENERAL MANAGER'S COMMENTS

4. COMMITTEE MEMBER COMMENTS

5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

6. ADJOURN

*A Municipal Water District

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary (909-993-1736), 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Proofed by: SR

DECLARATION OF POSTING

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Avenue, Building A, Chino on Thursday, November 5, 2015.

Becky Ramirez for
April Woodruff

ACTION ITEM 1A

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

MINUTES

PUBLIC, LEGISLATIVE AFFAIRS, AND WATER RESOURCES COMMITTEE MEETING
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, SEPTEMBER 9, 2015
9:00 A.M.

COMMITTEE MEMBERS PRESENT

Steven J. Elie, Chair
Michael Camacho

STAFF PRESENT

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Kathy Besser, Manager of External Affairs
Andy Campbell, Deputy Manager of Planning and Environmental Resources
Pietro Cambiaso, Senior Engineer
Lisa Morgan- Perales, Senior Water Resources Analyst
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

None

The meeting was called to order at 9:07 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- Approved the Public, Legislative Affairs, and Water Resources Committee meeting minutes of August 12, 2015.

- Recommended that the Board:

  1. Approve the amendments to the Memorandum of Understanding (MOU) agreement between IEUA and Western Municipal Water District for the implementation and management of a multi-agency Freesprinklernozzles.com Voucher Program (Phase VI) for a not-to-exceed amount of $243,750; and

  2. Authorize the General Manager to execute said agreement.

  as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

INFORMATION ITEMS
The following information items were presented or received and filed by the Committee:

- Public Outreach and Communication Report
- Legislative Reports
- California Strategies, LLC Activity Report
- State Legislation Matrix
- Planning and Environmental Resources 4th Quarter Update

GENERAL MANAGER'S COMMENTS
General Manager Joseph Grindstaff had no additional comments.

COMMITTEE MEMBER COMMENTS
There were no Committee member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS
There were no Committee member requested future agenda items.

With no further business, the meeting adjourned at 9:45 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: OCTOBER 14, 2015

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

MINUTES

PUBLIC, LEGISLATIVE AFFAIRS, AND WATER RESOURCES COMMITTEE MEETING
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, OCTOBER 14, 2015
9:00 A.M.

COMMITTEE MEMBERS PRESENT

Steven J. Elie, Chair
Michael Camacho

STAFF PRESENT

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Christina Valencia, Chief Financial Officer/Assistant General Manager
Martha Davis, Executive Manager of Policy Development/Assistant General Manager
Ernes Yeboah, Executive Manager of Operations/Assistant General Manager
Kathy Besser, Manager of External Affairs
Sylvie Lee, Manager of Planning & Environmental Resources
Lisa Morgan-Perales, Senior Water Resources Analyst
Shaun Stone, Manager of Engineering
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Michael Boccadoro, West Coast Advisors
Beth Olhasso, West Coast Advisors

The meeting was called to order at 9:05 a.m. There were no public comments received or additions to the agenda.

PROPOSED STATE LEGISLATIVE PRIORITIES PRESENTATION AND DISCUSSION

Mr. Michael Boccadoro, President, West Coast Advisors gave a PowerPoint on the 2015 legislation recap, he spoke on the recent polling on water issues, ongoing drought and water situation that is driving the public policy discussion, as well as some of the legislative changes in Sacramento. Mr. Boccadoro also discussed some of the key issues for 2016, which are – will the drought emergency continue in 2016; will there be water supply issues in California; will the Bay Delta and the California Water fix (BDCP) continue to be an important topic of discussion; will water infrastructure financing be a big topic in 2016? The November 16 ballot is shaping up with lots of initiatives One in particular is the taxation policy.Finally, the climate change policy is advancing in California and it's going to continue to advance in 2016. Regarding the climate policy/GHG regulation, the State is on pace for the 2020 reduction to achieve 1990 levels by 2020. A big assistance on this is the economy slowing down in California. There is a new standard for 2030 for a 40% reduction, which the State is currently taking steps to implement. He said that next year, AB 32 scoping plan is being updated to achieve the 40% reduction. He reported that the short-lived climate pollutants plan (SLCP). is in development with the first workshop was held yesterday. There are discussions that wastewater agencies work more

cooperatively on a regional basis with solid waste industries and others to take more of the organic material that is going into landfills and co-digest the materials. Also, there are some excess capacities that exist in some of the local wastewater agency digesters, as well as expansion of urban wastewater agency digester projects. Mr. Boccadoro believes that this could open opportunities for the Agency. He reported that SB 32 (Pavley), which is 80% reduction by 2050 is still pending legislature, that failed passage this year; and Extension of the Cap and Trade Program also failed passage and is facing a lawsuit currently in the state appeals court. He reported that there is a lot of support for the Water Energy Nexus. He said that the SLCP discusses the role that the wastewater agencies, and more importantly, the broader goal that the State is trying to achieve in terms of diverting 100% of food, green, and other organic waste by 2025. It would require a minimum of 200 or more digester facilities, as well as composting facilities being developed for the two basic paths for organic waste. He stated that IEUA has both facilities and sees this as a natural nexus on this issue. IEUA has been a leader in this area. He recommends that we explore legislation and potential budget play with cap and trade, proceed to determine whether or not there is an opportunity for a pilot program to showcase regional cooperation.

Discussion ensued regarding legislative funding for a pilot program, possible expansion of RP-5,as part of moving RP-2 to RP-5 and redesigning and building digesters to accommodate food waste Ramp up natural gas and methane production and use it to generate more power potentially sending the gas to the Desalter, or putting gas back into the system or shipping it to RP-1 to be used for the fuel cell or fueling vehicles with natural gas engines. Tying together a program that addresses a variety of problems in the area, and potentially help the State meet its mandate by 2025, would be a key objective.

Mr. Boccadoro stated that sustainable with freight is a very big topic of discussion and high on the Governor's personal priority list. IEUA in a main freight corridor, renewable natural gas provider an opportunity for a fueling station, pipeline injection, ordirective biogas. There are GHG credit and low carbon fuel standards credits that IEUA may be eligible for.

The next steps were discussed. Mr. Boccadoro recommended the Agency locate a partner in Northern California to work with on a pilot program. He stated that there will be legislation, which means that we have a couple of months to figure out what the pilot program might look like, get it introduced in January as a new bill, and then move forward. He noted that there might be a budget play with GHG reduction funds, also being appropriated.

The Committee members directed Mr. Boccadoro to come back to the Public, Legislative Affairs and Water Resources Committee to present a more specific proposal to the Committee.

With no further business, the meeting adjourned at 9:57 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: NOVEMBER 11, 2015

Public, Legislative Affairs, and Water Resources Committee

ACTION ITEM 1B

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Date: November 18, 2015

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee *(11/11/15)*
Engineering, Operations, and Biosolids Mgmt. Committee *(11/11/15)*
Finance, Legal, and Administration Committee *(11/11/15)*

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager

Sylvie Lee
Manager of Planning and Environmental Resources

Subject: East Declez Purchase and Sale Agreement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Purchase and Sale Agreement with SLPR, LLC for the East Declez property; and

2. Authorize the General Manager to execute the agreement.

BACKGROUND

As part of the ongoing recharge improvement discussions, the East Declez Basin was identified as a new project for the Chino Basin Watermaster (CBWM) and Inland Empire Utilities Agency (IEUA) parties' consideration. Following a preliminary evaluation from CBWM/IEUA, it was determined that the project had significant recharge potential for recycled water, and storm water, in Management Zone 3 (MZ-3). In addition, this project was identified as a good "substitute" for the lower San Sevaine Basin, since that site was no longer available and had to be removed from the Recharge Master Plan Update (RMPU) approved list of projects. Declez Basin is located east of Mulberry Avenue and Philadelphia Road in Riverside County. The basin currently is operated as a stormwater capture basin, and is scheduled to receive recycled water in Fall 2015, with the completion of the Wineville Extension Recycled Water Pipeline Project. East Declez property is

located directly adjacent to the existing Declez Basin and consists of 85 acres of land. The location of the property is shown below in Figure 1.

Staff is currently in the process of working with CBWM in developing the initial feasibility study to evaluate if the site is a viable site for groundwater recharge. Borings and cone penetration technology will provide hydrological data for the use of the site. Results are expected to be reached by March 2016, which will provide a determination on the feasibility of the use of the site for groundwater recharge. In the event that it is determined to be a viable groundwater recharge site, IEUA would purchase the property.

Figure 1 – East Declez Property Location

IEUA has been in direct communication with the agent representing the property owner of this property. We concurred to enter into an agreement that would enable IEUA/CBWM time to determine the feasibility of the proposed project and set a cap for the purchase price of the land should IEUA pursue purchase.

Terms to enter into a Purchase and Sale Agreement were previously developed as the Letter of Intent to Purchase Property and presented to the IEUA Board on June 17, 2015.

The Purchase and Sale Agreement includes the following terms:

- The property owner will hold the property for 180 days from the opening of escrow, with a refundable deposit of $50,000.
- For time extensions beyond 180 days, $10,000 per month of the deposit will be released to the property owner.
- Either party can terminate the intent to purchase at any time during the 180 days or the following five months.
- If IEUA and CBWM are willing to purchase the property based on the results of the feasibility study, IEUA will pay the fair market assessed value, not-to-exceed $3 Million.
- 180 days from the opening of escrow will be May 2016; allowing time for IEUA and CBWM to make decisions on the purchase of the property beyond the current projected completion of the feasibility study.

Staff has been updating CBWM on a regular basis at the monthly project meetings.

The purchase of East Declez property is budgeted in the RMPU project (Project No. RW15003). The project's total budget is included in the IEUA's TYCIP is $7,490,500, and the project costs are shared by IEUA and Chino Basin Watermaster (CBWM) at $250,000 and $7,240,500, respectively. As the project's FY 2015/16 appropriation is $856,000, a budget amendment will be pursued if the project is deemed successful prior to property purchase.

Securing the potential purchase of the East Declez property for groundwater recharge is consistent with the IEUA business goal of *Water Reliability*, namely development of groundwater recharge.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The project will be funded through the FY 15/16 appropriation of the Recharge Water (RW) Fund.

Attachment: Purchase and Sale Agreement: Declez Property

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(Riverside 85 Acres)

TO: Chicago Title Company
560 E. Hospitality Lane
San Bernardino, CA 92408

Escrow No.: _____
Escrow Officer: Sandy Olson
Phone: (909) 381-6722
Fax: (909) 384-7858
Email: Sandra.olson@ctt.com

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this ***"Agreement"***), is made and entered into as of the ___ day of October, 2015 (the ***"Effective Date"***), by and between **SLPR, LLC**, an Arizona limited liability company (***"Seller"***), and Inland Empire Utilities Agency, a California Municipal Water District ("***Buyer***") with respect to the following facts:

RECITALS:

A. Seller owns a single parcel of unimproved land located in the City of Jurupa Valley, County of Riverside (the ***"County"***), State of California, consisting of approximately 85 acres and identified as Assessor Parcel Numbers 173-020-020, 173-020-021, 173-020-022, and 173-020-023, such real property being more particularly described in **Exhibit "A"** attached hereto. Said real property, together with all appurtenant easements, rights of way, licenses and hereditaments, any and all improvements, facilities and the like located on the land, and any and all general intangibles and the like, shall collectively be referred to herein as the ***"Property"***.

B. Seller wishes to sell and convey the Property to Buyer, and Buyer wishes to purchase the Property from Seller, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree that the terms and conditions of this Agreement and the instructions to Chicago Title Company (***"Escrow Holder"***) with regard to the escrow (***"Escrow"***) created pursuant hereto are as follows:

AGREEMENT:

1. **Purchase and Sale.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

2. **Purchase Price.** The purchase price (the ***"Purchase Price"***) for the Property shall be Three Million and No/100 Dollars ($3,000,000.00), based on the value in the current appraisal in Buyer's possession (a copy of which shall be delivered to Seller upon opening of the Escrow). Notwithstanding the preceding sentence, in the event Buyer elects to update the appraisal or obtain a new appraisal during the "Feasibility Period" (as defined in Section 5), and the updated appraised value is less than $3,000,000.00, then Seller may elect to terminate this Agreement, unless Buyer elects to proceed with the purchase of the Property at the full Purchase Price listed above. The Purchase Price will be payable as follows:

a. Within three (3) business days of the "Opening of Escrow" (as defined in Section 3), Buyer shall cause to be deposited with Escrow Holder by confirmed wire transfer of funds the sum of Fifty Thousand and no/100 Dollars ($50,000.00) (the ***"Deposit"***). The Deposit shall be invested by Escrow Holder in an interest-bearing account. Should Buyer elect not to proceed with

the purchase of the Property pursuant to the provisions of this Agreement on or before the expiration of the Feasibility Period, the Deposit plus any accrued interest thereon less Buyer's portion of any escrow charges shall be immediately returned by Escrow Holder to Buyer, this Agreement and the Escrow created pursuant hereto shall be deemed terminated and neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof. If Buyer fails to timely terminate this Agreement as provided in Section 5.a below, the Deposit shall become non-refundable to Buyer, unless this Agreement terminates due to a material breach by Seller of its obligations under this Agreement or following the non-satisfaction of express conditions precedent to Buyer's obligations to purchase the Property, as provided in Section 9 of this Agreement.

b. The Deposit and all interest accrued thereon, if any, shall be credited toward the Purchase Price upon the successful Close of Escrow or otherwise shall be disbursed to the party entitled to the Deposit pursuant to the terms of this Agreement.

c. On or before the date of the Close of Escrow, Buyer shall cause to be deposited with Escrow Holder, by confirmed wire transfer of immediately available funds, the balance of the Purchase Price plus such additional funds, if any, as may be required to pay Buyer's share of prorations and closing costs, as set forth herein.

d. Notwithstanding anything to contrary set forth herein, the Deposit being delivered by Buyer includes the amount of One Hundred and No/100 Dollars ($100.00) as independent consideration for Seller's performance under this Agreement (the ***"Independent Consideration"***), which shall be retained by Seller in all instances. If the Close of Escrow occurs or if this Agreement is terminated for any reason, the Escrow Holder shall first disburse to Seller from the Deposit the Independent Consideration. The Independent Consideration shall be nonrefundable under all circumstances but shall be applied to the Purchase Price at the Close of Escrow. Buyer and Seller expressly acknowledge and agree that (a) the Independent Consideration plus Buyer's agreement to pay the costs provided in this Agreement, including, without limitation, the costs of any survey, and Buyer's agreement to deliver the "Buyer's Work Product" (as defined in Section 5.c) to Seller, has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Inspection Period, and (b) such consideration is adequate for all purposes under any applicable law or judicial decision.

3. **Escrow**.

a. **Opening of Escrow**. For purposes of this Agreement, the Escrow shall be deemed opened (the ***"Opening of Escrow"***) on the date Escrow Holder shall have received fully executed counterparts of this Agreement from both Buyer and Seller. Immediately upon the Opening of Escrow, Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

b. **Close of Escrow**. For purposes of this Agreement, the "***Close of Escrow***" shall be defined as the date (the ***"Closing Date"***) that the Grant Deed, substantially in the form attached hereto as **Exhibit "B"** (the ***"Grant Deed"***), conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California (the ***"Official Records"***). The Grant Deed shall provide that the documentary transfer tax shall not be of record. Close of Escrow shall occur no later than the first business day which is **sixty (60) days** from the date of expiration of the Feasibility Period.

(i) **Closing Extension**. Notwithstanding the foregoing, Buyer may extend the Close of Escrow for up to thirty (30) days (the "**Extension Period**"), by delivering a

written notice of its election to extend the Close of Escrow to Seller on or before the date that is ten (10) days prior to the scheduled Closing Date and by simultaneously delivering Twenty-Five Thousand Dollars ($25,000.00) as an extension payment (the "**Extension Payment**") for the Extension Period to the Escrow Holder, which amount will be immediately non-refundable and released to Seller, and not applicable to the Purchase Price at Closing.

c. **Closing Statement**. Prior to the Close of Escrow, Escrow Holder shall prepare and deliver to Seller and Buyer an estimated closing statement setting forth all estimated payments, adjustments, prorations, closing costs and expenses attributable to Seller or Buyer, as applicable, as of the scheduled Closing Date, and upon receipt thereof, the parties shall correct (if necessary) and approve their respective closing statements (the ***"Closing Statement"***) and execute all documents required herein to be delivered by the Close of Escrow, and shall attend to such other matters as are incident to closing this transaction.

4. **Condition of Title.** It shall be a condition to Buyer's obligations hereunder that Chicago Title Company (the ***"Title Company"***) be prepared and committed to issue an ALTA Extended Owner's 2006 Form Policy of Title Insurance (the "***Title Policy***"). Buyer may, at its expense, obtain any endorsements requested by Buyer, provided, however, that the ability to obtain said endorsements will not be a condition to Close of Escrow. The Title Policy shall be issued in the amount of the Purchase Price, showing fee title to the Property vested in Buyer and subject only to the following (the ***"Condition of Title"***):

a. Non-delinquent liens to secure payment of real property taxes;

b. Matters affecting the Condition of Title created by or with the written consent of Buyer; and

c. Exceptions disclosed by a current extended coverage ALTA title commitment (the ***"Commitment"***) with respect to the Property issued by the Title Company and which are approved by Buyer in accordance with this section. Seller, at its sole cost and expense, shall provide Buyer with the Commitment, together with legible copies (to the extent that the same are available from the Title Company) of the instruments underlying any exceptions referred to in the Commitment (the ***"Exceptions"***) within **fifteen (15) days** following the Opening of Escrow. Seller shall be absolutely obligated to remove all monetary exceptions to title other than non-delinquent real property taxes and assessments at or prior to the Close of Escrow. If, on or before **seventy-five (75) days** following the Opening of Escrow, Buyer, in its sole and absolute discretion, disapproves any non-monetary items described in the Commitment or the Exceptions, Seller shall thereafter have the right, but not the obligation, to attempt to eliminate or ameliorate to Buyer's satisfaction such matters as Buyer shall have so disapproved on or before **ten (10) days** following receipt of Buyer's disapproval notice. Seller may give written notice to Buyer within such 10-day period whether Seller is unable or unwilling to ameliorate or eliminate such disapproved matters. If Seller so notifies Buyer (or fails to notify Buyer) that it is unable or unwilling to eliminate or ameliorate any such disapproved matters, Buyer shall have the right, exercisable by written notice delivered to Seller and Escrow Holder on or before the expiration of the Feasibility Period, to (i) waive its prior disapprovals of those matters which Seller is unable to eliminate or ameliorate, in which event such disapproved matters shall be deemed approved; or (ii) terminate the Escrow, in which event the Deposit plus all accrued and unpaid interest thereon less Buyer's share of escrow costs shall be returned to Buyer and thereafter the Escrow, this Agreement and the rights and obligations of the parties hereunder shall terminate, other than any obligations expressly provided in this Agreement to continue after termination hereof. Prior to the Close of Escrow, Seller shall not cause or permit

title to the Property to differ from the Condition of Title approved by Buyer pursuant to the foregoing.

5. **Conditions to Buyer's Obligations**.

a. For a period (the ***"Feasibility Period"***) beginning on the Opening of Escrow and continuing until 6:00 PM (Pacific Time) on that date which is **one hundred twenty (120) days** following the Opening of Escrow, Buyer shall have the right to investigate and review all matters relating to the Property and its condition, and Buyer's obligations hereunder shall be conditioned upon Buyer's satisfaction with or waiver of such matters, which satisfaction or waiver shall be in Buyer's sole and absolute discretion. If Buyer, at any time on or before the expiration of the Feasibility Period, fails to expressly disapprove, in a writing delivered to Seller and Escrow Holder, any of such matters, such matters shall be deemed approved. In the event Buyer delivers timely written notice of its disapproval of any matters related to the Property and its election to terminate this Agreement, the Deposit and all accrued and unpaid interest thereon less Buyer's share of escrow costs shall immediately be refunded by Escrow Holder to Buyer and thereafter this Agreement and the Escrow created pursuant hereto shall be deemed cancelled and neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof.

b. Within **fifteen (15) days** of the Opening of Escrow, Seller shall make available to Buyer to the extent in the possession of Seller or reasonably available to Seller, true and complete copies of any and all existing studies, reports, maps, ALTA surveys, plans, records, contracts, permits, schedules and other documents relating to the Property in Seller's possession or reasonably accessible to Seller. All documents and materials that may be delivered to Buyer will be delivered without any warranty, express or implied, as to the accuracy or reliability of the contents of said documents and materials, and Buyer acknowledges and agrees that to the extent Buyer, after receiving said documents and materials, relies on them for any purpose, Buyer will do so at its sole risk. Additionally, within **fifteen (15) days** of the Opening of Escrow, Seller shall obtain and deliver to Buyer a Natural Hazard Disclosure Statement in the form identified in California Civil Code Section 1103.2 which shall be prepared by an expert in natural hazard discovery. Seller shall be solely responsible for the costs of preparing copies of such documents, studies, reports and schedules. Buyer shall be solely responsible for any costs incurred in connection with its review and/or investigation of such items and the matters set forth in this Section.

c. In the event that this Agreement shall terminate for any reason, then within **ten (10) days** following such termination, Buyer shall return to Seller all the documents and materials made available or delivered to Buyer under Section 5.b above, and shall also deliver to Seller all documents and materials concerning or relating to inspections, surveys and tests of the Property originating from or done on behalf of Buyer (the ***"Buyer's Work Product"***). Notwithstanding the foregoing, Buyer will not be obligated to deliver or disclose and may withhold from Buyer's Work Product any and all documents and materials: (i) that are proprietary and confidential as to Buyer's business generally; (ii) that discuss potential tenants, buyers, or users at the Property; (iii) that set forth project development costs, proformas, profit projections, operational budgets, or any other financial or economic data related to Buyer's intended development, use, and/or operation of the Property (unless such items are already available to the general public); (iv) that include architectural plans, renderings and designs related to proposed vertical improvements on the Property (unless such items are already available to the general public); and (v) that are protected from disclosure by any applicable attorney/client or attorney work product privilege. All documents and materials that may be delivered to Seller will be delivered without any warranty, express or implied, as to the accuracy or reliability of the contents of said documents and materials,

and Seller acknowledges and agrees that to the extent Seller, after receiving said documents and materials, relies on them for any purpose, Seller will do so at its sole risk.

6. **Buyer's Inspection Rights During Escrow.**

a. **Right of Entry; Indemnification**. During the term of the Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property at reasonable times upon prior notice to Seller, to make any and all physical inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion, including, without limitation, geo-technical, soils, environmental (except that a so-called Phase II Environmental Site Assessment may not be conducted without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion), hydrology, engineering, seismic, utility and structural studies of the Property, review of zoning ordinances, building codes and other laws affecting the Property, review of all plans and engineering and/or soils reports in Seller possession or control, if any, and review of the "Habitat Clearance" (as defined in Section 6.c). Buyer's obligations to purchase the Property shall be subject to its satisfaction with the apparent physical condition of the Property, which will be determined by Buyer during the Feasibility Period. Buyer shall use care and consideration in connection with any of its inspections. Buyer shall indemnify and hold Seller harmless of and from any and all claims, losses, liabilities, costs, expenses, mechanic's and materialmen's liens, and demands of any nature arising from or related to such entry and/or activities upon the Property by Buyer, its agents, contractors and subcontractors (said indemnity obligation will survive Close of Escrow or termination of this Agreement) and this indemnification shall not be limited to the insurance required in Section 6.b below. If Buyer, at any time on or before the expiration of the Feasibility Period, fails to disapprove, in a writing delivered to Seller and Escrow Holder, the apparent physical condition of the Property, such condition shall be deemed approved. In the event Buyer delivers timely written notice of its disapproval of the apparent physical condition of the Property and its election to terminate this Agreement, the Deposit plus all accrued interest thereon shall immediately be refunded by Escrow Holder to Buyer (Buyer to return any feasibility items provided by Seller), and thereafter this Agreement and the Escrow created pursuant hereto shall be deemed canceled and neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof.

b. **Insurance Requirement**. Prior to entry on the Property during the term of this Agreement by Buyer, its representatives, employees, agents, contractors and subcontractors, Buyer shall deliver to Seller a certificate or certificates showing that Buyer has in force a policy of comprehensive public liability insurance (with minimum coverage of $1,000,000 per occurrence), and an excess umbrella liability policy of bodily injury and property damage (with minimum coverage of $5,000,000), insuring Seller as an additional insured.

c. **Habitat Clearance**. Seller hired RBF Consulting, a Michael Baker International Company, to conduct and prepare the Habitat Assessment and MSHCP Consistency Analysis dated March 2015 (the "***Habitat Clearance***") for the Property. Buyer hereby acknowledges that a copy of the Habitat Clearance was delivered to Buyer's representative, Sylvie Lee, via electronic delivery on August 21, 2015.

7. **Closing Deposits by Seller.** At least **one (1) business day** prior to the Close of Escrow, Seller shall execute, acknowledge (where appropriate) and deliver into Escrow the following documents and instruments:

a. One (1) executed and notarized original *Grant Deed*, substantially in the form attached hereto as **Exhibit "B"**;

b. One (1) executed original of a *Certification re Withholding*, substantially in the form attached hereto as **Exhibit "C"**, and a California Form 593-C or 593-W, as appropriate (collectively, the ***"Certifications"***);

c. The Closing Statement executed by Seller; and

d. Any other instruments and documents which Seller is obligated to execute and deliver into Escrow under this Agreement.

8. **Closing Deposits by Buyer.** Buyer shall cause to be deposited with Escrow Holder the funds which are to be applied towards the payment of the Purchase Price in the amounts and at the times designated in Sections 2 and 3 above, subject to adjustments resulting from the prorations conducted pursuant hereto. In addition, at least **one (1) business day** prior to the Close of Escrow, Buyer shall execute, acknowledge (where appropriate) and deliver into Escrow the following documents and instruments:

a. The Closing Statement executed by Buyer; and

b. Any other instruments and documents which Buyer is obligated to execute and deliver into Escrow under this Agreement.

9. **Buyer's Conditions of Closing.** In addition to the other terms and provisions of this Agreement which give Buyer the right to terminate this Agreement and the Escrow created hereto, Buyer's obligation to purchase the Property from Seller shall be subject to the occurrence and/or satisfaction of the following conditions (or Buyer's written waiver thereof, it being agreed that Buyer may waive any or all of such conditions):

a. The Title Company is irrevocably prepared and committed to issue the Title Policy insuring title to the Property vested in Buyer or its nominee, subject only to the approved Condition of Title;

b. As of the Close of Escrow, Seller shall have deposited into Escrow the documents and instruments specified in Section 7 above and performed all of the obligations required to be performed by Seller under this Agreement;

c. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Close of Escrow;

d. The Property is in substantially the same general physical condition as existing as of the date of this Agreement; and

e. Seller shall not otherwise be in material default in the performance of any of its material obligations under this Agreement.

If any of the foregoing are not satisfied or waived by Buyer, Buyer may exercise its remedies as set forth in Section 36 below.

10. **Seller's Conditions of Closing.** In addition to the other terms and provisions of this Agreement which give Seller the right to terminate this Agreement and the Escrow created hereto, Seller's obligation to sell the Property to Buyer shall be subject to the occurrence and/or satisfaction of the following conditions (or Seller's written waiver thereof, it being agreed that Seller may waive any or all of such conditions):

a. As of the Close of Escrow, Buyer shall have deposited into Escrow the funds, documents and instruments specified in Section 8 above and performed all of the obligations required to be performed by Buyer under this Agreement;

b. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow; and

c. Buyer shall not otherwise be in material default in the performance of any of its material obligations under this Agreement.

If any of the foregoing are not satisfied or waived by Seller, Seller may exercise its remedies as set forth in Section 35 below.

11. **Costs and Expenses.** The portion of the Title Policy premium attributable to standard coverage and the County documentary transfer tax and recording fees shall be paid by Seller. Buyer shall pay the portion of the Title Policy premium attributable to ALTA extended coverage and the cost of any title insurance endorsements it may require. Except as otherwise specifically provided herein, the Escrow fee of Escrow Holder shall be shared equally by Seller and Buyer; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation and Title Company charges. All other costs shall be allocated between Buyer and Seller in accordance with customary practice in the County. The provisions of this Section shall survive the Close of Escrow or a termination of this Agreement.

12. **Prorations.** Real property taxes with respect to the Property based upon the latest available tax information shall be prorated such that Seller shall be responsible for all such taxes levied against the Property to and including the day prior to the Close of Escrow (including, without limitation, any supplemental taxes and assessments levied against the Property and assessed after the Close of Escrow for any periods prior to the Close of Escrow) and Buyer shall be responsible for all taxes and assessments levied against the Property from and after the Close of Escrow. Any and all income or rents derived from operations on the Property shall be prorated such that Seller shall be entitled to all such income due for the period through and including the day prior to the Close of Escrow, and Buyer shall be entitled to all such income accruing from and after the Close of Escrow. Buyer shall receive a credit in Escrow for any monies collected by Seller attributable to the period from and after the Close of Escrow. There shall be no proration of any pre-paid rents (rents paid to Seller prior to close of escrow and applicable to the period prior to the Close of Escrow).

13. **Disbursements and Other Actions by Escrow Holder.** Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

a. Cause the Grant Deed to be recorded in the Official Records;

b. Disburse all funds deposited into Escrow as follows:

i. Deduct all items chargeable to the account of Seller pursuant hereto;

ii. Disburse to Seller the Purchase Price, less items deducted pursuant to this Section 13 and any amounts previously released or disbursed to Seller that are applicable to the Purchase Price;

iii. Deduct and disburse all items chargeable to the account of Buyer pursuant hereto; and

iv. Disburse the balance, if any, to Buyer.

c. Upon confirmation of recordation of the Grant Deed, the Escrow Holder shall: (i) deliver the Certifications executed by Seller and the Closing Statement executed in counterpart by Seller to Buyer; (ii) deliver all original documents listed in Section 7 to Buyer; and (iii) deliver to both Buyer and Seller copies of all documents delivered to either party hereto or recorded pursuant to this Agreement; and

d. Deliver (or direct the Title Company to issue and deliver) the Title Policy to Buyer.

14. **Operations During Escrow**.

a. Seller shall continue normal operations of the Property, and not sell, convey, grant, assign or otherwise transfer (on or off record) the Property or any interest therein which would survive the Close of Escrow and which would materially and adversely affect the use of the Property, without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's reasonable discretion;

b. Seller shall not alter the physical condition of the Property in a way which would materially and adversely affect the use of the Property; and

c. Seller shall deliver to Buyer all material notices or communications Seller receives from any governmental body pertaining to the Property within **three (3) business days** after Seller's receipt of same.

15. **Seller's Representations and Warranties.** In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, based on the actual personal knowledge of Mr. Patrick E. Sovereign, with no duty to investigate further, each of which is material and is being relied upon by Buyer (the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder and shall be true as of the Close of Escrow):

a. This Agreement has been duly and validly authorized, executed and delivered by Seller and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller. The party or parties executing this Agreement on behalf of Seller are the current authorized officers and agents of the Seller with full power and authority to act on behalf of and bind the Seller, and they shall deliver any and all required documentation to Title Company in order to validate their authority. Other than as disclosed in this Agreement, no consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

b. Seller is the sole owner of the Property, and Seller holds title free and clear of all unrecorded liens, claims, encumbrances, easements, encroachments on the Property from adjacent properties, or rights of way.

c. There are no actions, suits or proceedings pending against Seller relating to the Property or its use or condition, at law or in equity.

d. There are no agreements (whether oral or written) affecting or relating to the right of any party with respect to possession, operation or ownership of the Property, or any portion thereof.

e. Seller has received no written notice or written communication regarding, and to the actual knowledge of Seller there is no dangerous, illegal conditions on, under, about or within the Property requiring corrective action, including, without limitation, from any insurance carrier of the Property.

f. Seller is not a "foreign person" within the meaning of Section 1445 *et seq.* of the *Internal Revenue Code of 1986*, as amended, and Sections 18662 and 18668 of the *California Revenue and Taxation Code*;

g. Seller has not participated in or approved, and, to Seller's actual knowledge, and except as may otherwise be disclosed in the various environmental reports identified by and the results of which are summarized in that certain Phase I Environmental Site Assessment dated March 14, 2007, prepared by Soils Southwest, Inc., there has not occurred, any release or disposal upon the Property or contamination of the Property by any hazardous or toxic waste, substance or material (including, but not limited to, PCB's) as defined under any federal, state or local law, statute, ordinance or regulation and, to Seller's actual knowledge, there is no violation of any federal, state or local law, rule, regulation, statute or ordinance relating to the presence or existence of any hazardous or toxic waste, substance or material upon the Property. To Seller's actual knowledge, no toxic or hazardous waste, substance or material (including, but not limited to, PCB's) exists on, under, about or within the Property or any ground water thereunder, and no asbestos or asbestos-containing materials were used in any construction of improvements on the Property, and there are not presently upon or within any such improvements any materials containing asbestos.

h. Seller shall immediately notify Buyer of any change in any condition with respect to the Property or any event or circumstance which would render any representation, covenant or warranty of Seller under this Agreement untrue, misleading or incapable or less likely of being performed. Upon such notice, so long as the changed condition is not the result of Seller's intentional acts, Buyer's sole and exclusive remedy shall be to terminate the transaction in the same manner as if the facts disclosed by Seller had been discovered during the Feasibility Period.

Except as expressly herein otherwise provided, the representations and warranties of Seller set forth in this Agreement shall be true, correct and accurate on and as of the Close of Escrow as if those representations and warranties were made on and as of such time and shall survive the Close of Escrow and the recording of the Grant Deed for a period of twelve (12) months following the Close of Escrow.

16. **Buyer's Representations and Warranties.** In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties, based on the actual personal knowledge of Mr. _P. Joseph Grindstaff, with no duty to investigate further, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder and shall be true as of the Close of Escrow):

a. This Agreement has been duly and validly authorized, executed and delivered by Buyer and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Buyer. The party or parties executing this Agreement on behalf of Buyer are the current authorized officers and agents of the Buyer with full power and authority to act on

behalf of and bind the Buyer, and they shall deliver any and all required documentation to Title Company in order to validate their authority. Other than as disclosed in this Agreement, no consents or waivers of or by any third party are necessary to permit the consummation by Buyer of the transactions contemplated pursuant to this Agreement.

b. Buyer acknowledges that except as set forth in this Agreement and in Seller's closing documents (i) neither Seller, nor any principal, agent, attorney, employee, broker, or other representative of Seller, has made any representation or warranty of any kind whatsoever, either express or implied, with respect to the Property or any matter related thereto, and (ii) other than Seller's express representations and warranties in Section 15 of this Agreement, Buyer is not relying on any warranty, representation, or covenant, express or implied, with respect to the condition of the Property including, without limitation, any matters related to environmental conditions or compliance with any federal, State or local environmental laws, zoning ordinances, protected habitat regulations, or other development codes or rules, and that Buyer is acquiring the Property in its current "as-is, where-is" condition with all faults.

Except as expressly herein otherwise provided, the representations and warranties of Buyer set forth in this Agreement shall be true, correct and accurate on and as of the Close of Escrow as if those representations and warranties were made on and as of such time and shall survive the Close of Escrow and the recording of the Grant Deed for a period of twelve (12) months following the Close of Escrow.

17. **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

18. **Attorneys' Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then, in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees and costs.

19. **Notices.** All notices, requests, demands, reports or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail (postage prepaid, return receipt requested), sent by facsimile or email or delivered via overnight courier and shall be deemed received upon the earlier of (a) if personally delivered or via overnight courier, the date of delivery to the address of the person to receive such notice; (b) if mailed, upon the date of receipt as disclosed on the return receipt; or (c) if sent by facsimile or email, when sent. All notices, requests, demands, reports or other communications shall be addressed to the addressee as follows:

To Buyer:	Inland Empire Utilities Agency 6075 Kimball Avenue Chino Hills, CA 91708 Attn: P. Joseph Grindstaff Telephone: (909) 993-1730 Facsimile: (909) 993-1985 Email: jgrindstaff@ieua.org
With a copy to:	Inland Empire Utilities Agency Attn: Warren T. Green Telephone: (909) 993-1709 Email: wgreen@ieua.org
To Seller:	SLPR, LLC c/o Patrick E. Sovereign 701 N. 44th St Phoenix, AZ 85008 Telephone: (480) 429-3000 Facsimile: (480) 429-3100 E-mail: psovereign@beusgilbert.com
With a Copy to	Beus Gilbert PLLC 701 N. 44th Street Phoenix, AZ 85008 Attn: Leo R. Beus Telephone: (480) 429-3001 Facsimile: (480) 429-3111 E-mail: lbeus@beusgilbert.com
To Escrow Holder:	As provided on Page 1 of this Agreement

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

20. **Brokers.** Seller and Buyer each acknowledge that Manuel Mancha of Mancha Real Estate Advisors represents Seller and Buyer in this transaction. Seller hereby agrees to pay a real estate brokerage commission and/or a finder's fee with respect to this transaction to Manuel Mancha pursuant the terms of a separate agreement. Except as disclosed in this Section, Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no other broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement or, to its knowledge, is in any way connected with any of such transactions. In the event of any such additional claims for brokers' or finders' fees for the consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement by Buyer, and Seller shall indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller. The foregoing indemnities shall survive the Close of Escrow or any termination of this Agreement.

21. **Time of Essence.** Time is of the essence of each and every term, condition, obligation and provision hereof.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

23. **Captions.** Any captions to, or headings of, the sections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

24. **No Obligations to Third Parties.** The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto. There are no intended third party beneficiaries under this Agreement.

25. **Exhibits.** The exhibits attached hereto are hereby incorporated herein by this reference.

26. **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

27. **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

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

29. **Fees and Other Expenses.** Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

30. **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by an authorized representative or officer of the party to be bound thereby.

31. **Successors and Assigns.** This Agreement and all of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

32. **Computation of Periods.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and California or national holidays, unless the period of time specifies business days; provided that, if the date or last date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or a California or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or a California or national holiday. All prorations shall be made on an "actual days" basis, based on a 365-day year.

33. **Confidentiality.** Both Seller and Buyer agree to maintain confidentiality regarding the terms and conditions of this Agreement and any negotiations thereof, including any financial information of the other party; provided, however, Buyer may disclose the terms and conditions hereof to its attorneys,

accountants, prospective lenders and finance partners and to entities for which it acts as asset manager, in connection with the purchase of the Property.

34. **1031 Exchange.** Buyer and Seller (for purposes of this Section, the ***"Cooperating Party"***) hereby agree that, if requested by the other party (for purposes of this Section, the ***"Exchanging Party"***), such Cooperating Party shall cooperate with the Exchanging Party (at no cost or expense to the Cooperating Party) in effectuating a tax deferred exchange of the Property (the ***"1031 Exchange"***) by the Exchanging Party (or any individual or entity constituting the Exchanging Party); provided, however, that notwithstanding such an assignment, the Exchanging Party's liability to the Cooperating Party for a breach of any of the Exchanging Party's representations, warranties and covenants, and the Exchanging Party's indemnity obligations to the Cooperating Party shall remain unmodified and in full force and effect as if the Exchanging Party had not assigned its interest to a third-party accommodator, and further provided that such 1031 Exchange shall not delay the Closing Date.

35. **DEFAULT BY BUYER.** FOLLOWING EXPIRATION OF THE FEASIBILITY PERIOD AND BUYER'S WRITTEN OR DEEMED APPROVAL AND ACCEPTANCE OF THE MATTERS SET FORTH HEREIN, IF BUYER COMMITS A DEFAULT UNDER ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT AND FAILS TO PURCHASE THE PROPERTY, THEN, IN ANY SUCH EVENT, ESCROW HOLDER MAY BE INSTRUCTED TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IN THE CASE OF BUYER'S DEFAULT AND FAILURE TO PURCHASE THE PROPERTY, THAT ALL DEPOSITS MADE BY BUYER IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES IN SUCH EVENT (***"LIQUIDATED DAMAGES"***), AND THAT IN THE EVENT OF A BREACH BY BUYER AS DESCRIBED ABOVE, PROVIDED SELLER IS NOT ALSO THEN IN DEFAULT HEREUNDER, THE ESCROW HOLDER, UPON INSTRUCTIONS TO DO SO, SHALL DISBURSE THE DEPOSIT TO SELLER AND SHALL CANCEL THE ESCROW CREATED PURSUANT HERETO, IN WHICH EVENT SELLER AND BUYER SHALL BE RELIEVED FROM ALL LIABILITY HEREUNDER, OTHER THAN ANY OBLIGATIONS EXPRESSLY PROVIDED IN THIS AGREEMENT TO CONTINUE AFTER TERMINATION HEREOF. EXCEPT AS OTHERWISE PROVIDED HEREIN, RECEIPT OF SUCH LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH BY BUYER AS DESCRIBED ABOVE. ESCROW HOLDER IS HEREBY RELEASED FROM ANY AND ALL LIABILITY WITH REGARD THERETO. NOTWITHSTANDING THE FOREGOING, SELLER SHALL HAVE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY FOR ANY BREACH BY BUYER OF ANY PROVISION OF THIS AGREEMENT THAT SURVIVES THE CLOSE OF ESCROW. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials _____ Buyer's Initials _____

36. **DEFAULT BY SELLER.** IF SELLER DEFAULTS IN ITS OBLIGATION TO CONSUMMATE THIS AGREEMENT, BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO EITHER: (I) TERMINATE THIS AGREEMENT AND HAVE THE DEPOSIT RETURNED; (II) ENFORCE SPECIFIC PERFORMANCE OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, WHICH SPECIFIC PERFORMANCE REMEDY SHALL BE EXERCISED, IF AT ALL, BY INSTITUTING LITIGATION PROCEEDINGS WITHIN THIRTY (30) DAYS OF THE SCHEDULED CLOSING DATE. IN NO EVENT WILL SELLER BE HELD LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. SELLER AND BUYER

ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials _____ Buyer's Initials _____

37. **Condemnation Prior to the Closing Date**. Seller shall notify Buyer within three (3) business days after Seller receives notice of any pending or threatened condemnation proceeding relating to the Property or any portion thereof arising after the date of the Agreement and prior to the Close of Escrow. If any such proceeding relates to or may result in the loss of any significant portion of the Property or materially and adversely affects access to or the development of the Project, Buyer may, at its option, elect to either: (a) terminate this Agreement, in which event all funds deposited into Escrow by Buyer or released by Escrow Holder to Seller, plus any accrued and unpaid interest thereon, shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof; or (b) continue this Agreement in effect, in which event Buyer shall thereafter be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

SELLER:

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its Manager

By:_____
Patrick E. Sovereign, Vice President

BUYER:

INLAND EMPIRE UTILITIES AGENCY, a Municipal Water District

By:_____

Name:_____

Its:_____

LIST OF EXHIBITS

Exhibit A

Exhibit A-1 Legal Description

Exhibit A-2 Graphic Depiction of Property

Exhibit B Form of Grant Deed

Exhibit C FIRPTA Certificate

EXHIBIT "A"

Legal Description of the Property

[To be provided based on Legal Description found in the Commitment (as defined in the Agreement)]

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 173-020-020, 173-020-021, 173-020-022 and 173-020-023

Parcels 1, 2, 3 And 4, Together With Lots A, B, C, D And E As Shown By Parcel Map 12289, in the City of Jurupa Valley, County of Riverside, State of California On File In Book 66, Page 80 Of Parcel Maps, Records Of Riverside County, California.

Exhibit A-2 Graphic Depiction of Property

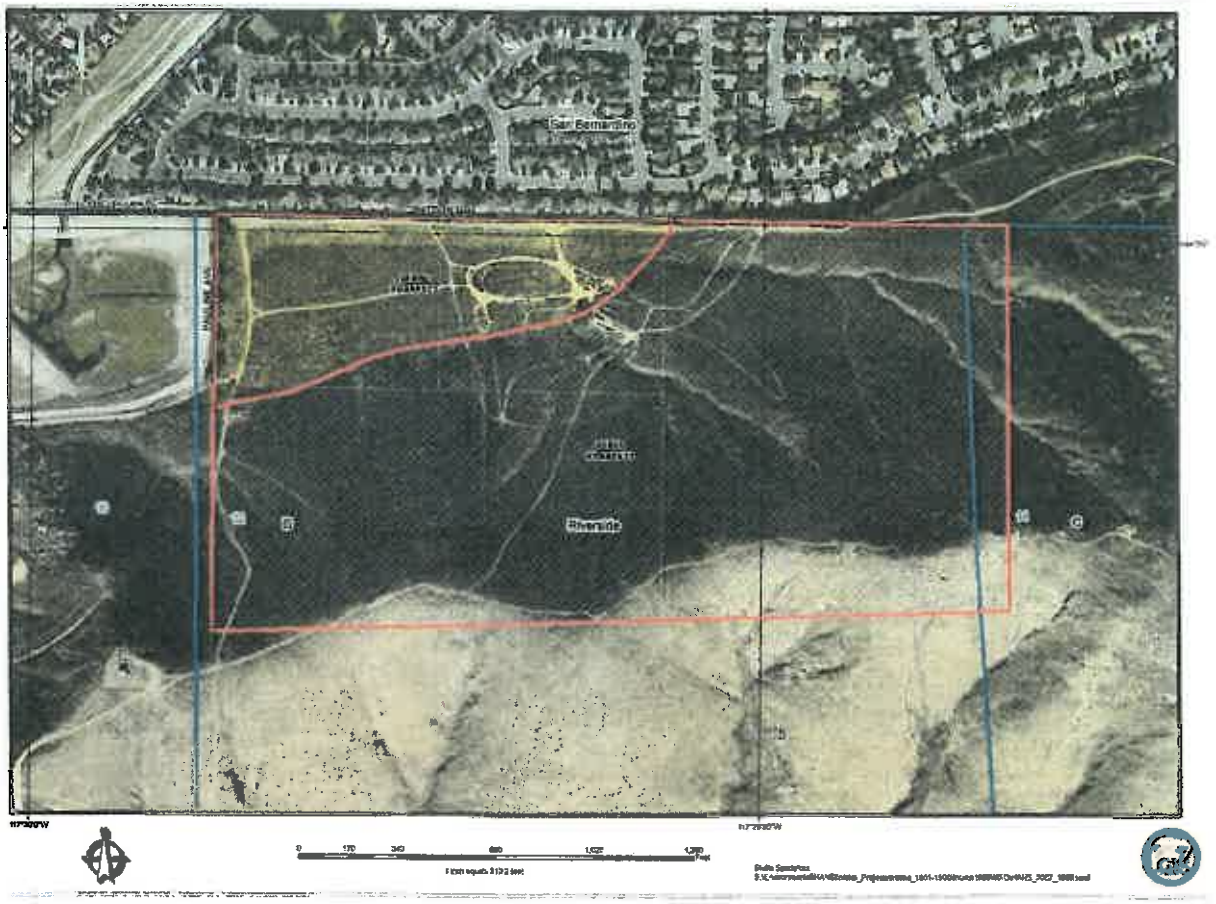

EXHIBIT "B"

Form of Grant Deed

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

_____
_____
_____
Attn: _____
Phone: (____)_____
E-mail: _____

(Space Above Is For Recorder's Use Only)

THE UNDERSIGNED GRANTOR DECLARES:

THE DOCUMENTARY TRANSFER TAX IS NOT FOR PUBLIC RECORD PURSUANT TO REVENUE & TAXATION CODE 11932

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, SLPR, LLC, an Arizona limited liability company (***"Grantor"***), hereby grants to _____, a _____ (***"Grantee"***), all that certain real property situated in the County of Riverside, State of California, described on **Exhibit "1"** attached hereto and incorporated herein by reference, together with any and all improvements, easements, privileges and rights appurtenant thereto, but EXCEPTING THEREFROM all oil, gas and other subsurface mineral rights appurtenant to said real property, which rights Grantor retains.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 201__.

GRANTOR:

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its Manager

By:_____

Patrick E. Sovereign, Vice President

ACKNOWLEDGMENT

STATE OF ARIZONA }

} ss.

COUNTY OF MARICOPA }

On _____, 201__, before me, _____, personally appeared PATRICK E. SOVEREIGN, the Vice President of Paxton, Inc., an Arizona corporation, as the Manager of SLPR, LLC, an Arizona limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____

Signature

EXHIBIT "1"

LEGAL DESCRIPTION OF THE PROPERTY

[To be provided based on Legal Description found in the Commitment (as defined in the Agreement)]

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 173-020-020, 173-020-021, 173-020-022 and 173-020-023

Parcels 1, 2, 3 And 4, Together With Lots A, B, C, D And E As Shown By Parcel Map 12289, in the City of Jurupa Valley, County of Riverside, State of California On File In Book 66, Page 80 Of Parcel Maps, Records Of Riverside County, California.

Exhibit A-2 Graphic Depiction of Property

DO NOT RECORD

SEPARATE STATEMENT OF DOCUMENTARY TRANSFER TAX

County Recorder
Orange County
Santa Ana, California

Ladies/Gentlemen:

In accordance with Revenue and Taxation Code Section 11932, it is requested that this statement of documentary transfer tax due not be recorded with the attached Grant Deed, but affixed to the Grant Deed after recordation and before return as directed on the Grant Deed.

The Grant Deed names SLPR, LLC, an Arizona limited liability company, as Grantor, and _____, a _____, as Grantee. The property being transferred is located in the County of Riverside, State of California.

The amount of documentary transfer tax due on the attached deed is _____ ($_____) computed on the full value of the property (less the value of any liens and encumbrances remaining on the property at the time of sale).

I declare under penalty of perjury that the foregoing is true and correct.

DECLARANT:

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its Manager

By:_____
Patrick E. Sovereign, Vice President

EXHIBIT "C"

Form of Certification re Withholding

[See Attached]

Certification re Withholding

1. **Federal Certification of Non-Foreign Status**. Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

SLPR, LLC, an Arizona limited liability company, as "Transferor" hereby certifies to _____, a _____, as "Transferee" that withholding of tax is not required upon the transfer of a U.S. real property interest by Transferor to Transferee.

a. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

b. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);

c. Transferor's U.S. employer identification/social security number is _____; and

d. Transferor's office/residence address is:

_____

_____

_____

2. **General Provisions**. Transferor understands that any transferee of its interest in real property is relying on this Certification in determining whether withholding is required upon said transfer.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both.

Transferor hereby agrees to protect, indemnify, defend and hold Transferee harmless from and against any and all obligations, liabilities, claims, losses, actions, causes of action, rights, demands, damages, costs and expenses of every kind, nature or character whatsoever (including, without limitation, actual attorneys' fees and court costs), incurred by Transferee as a result of (a) Transferor's failure to pay U.S. Federal income tax which it is required to pay under applicable U.S. law; or (b) any false or misleading statement contained herein.

Under penalty of perjury the undersigned declares that he has examined this Certification and, to the best of his knowledge and belief, it is true, correct and complete, and the undersigned further declares that he has authority to sign this document on behalf of Transferor.

Date: _____, 201__

DECLARANT:

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its Manager

By:_____

Patrick E. Sovereign, Vice President

Public, Legislative Affairs, and Water Resources Committee

ACTION ITEM 1C

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Date:	November 18, 2015
To:	The Honorable Board of Directors
Through:	Public, Legislative Affairs, and Water Resources Committee (*11/11/15*) Engineering and Operations Committee *(11/11/15)* Finance, Legal and Administration Committee *(11/11/15)*
From:	P. Joseph Grindstaff General Manager
Submitted by:	Chris Berch Executive Manager of Engineering/Assistant General Manager Sylvie Lee Manager of Planning and Environmental Resources
Subject:	Term Sheet for Recycled Water (RW) Interconnection with Jurupa Community Services District (JCSD)

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Term Sheet between Inland Empire Utilities Agency (IEUA) and JCSD for the development of a RW Interconnection; and

2. Authorize the General Manager to make non-substantive changes and execute the final Term Sheet.

BACKGROUND

In August 2013, IEUA began working on two of its long term planning initiatives; the Integrated Resources Plan (IRP) and Recycled Water Program Strategy (RWPS). Several conceptual projects have been identified in the IRP, including RW interties to supplement RW for the IEUA service area. As the RW system is being planned for growth and demand management, interties with neighboring agencies are being considered to maximize the beneficial use of RW.

One project that is being considered for the RW intertie is the recycled water from Western Riverside County Regional Wastewater Authority (WRCRWA). JCSD and Western Municipal Water District (WMWD) provide their sewage to WRCRWA for treatment, and the WRCRWA produces tertiary treated recycled water. This project would include a new connection between the existing IEUA recycled water system and the proposed WRCRWA RW system.

Over the past eighteen months, IEUA has been working with JCSD on a potential recycled water interconnection opportunity. In August 2014, a Memorandum of Understanding (MOU) was developed to initiate the planning process of creating alternative approaches in determining the long term water supply options for IEUA and the expansion of the recycled water system. Based on the results of the initial feasibility study and hydraulic modeling, 4,000 Acre Feet per Year (AFY) would be made available for the RW Interconnection Project.

Since then, staff has been working on developing a Term Sheet for the RW Interconnection, with a particular focus to submit a State Revolving Fund Loan Application utilizing the Proposition 1 funding opportunity by December 2, 2015. Key terms included in the Term Sheet are provided below:

- JCSD will develop 800 AFY of direct use.
- JCSD will deliver 4,000 AFY ultimately to the IEUA RW system, of which JCSD will receive 50% as recharge water credit in the Chino Basin.
- Capital costs for facilities will be paid based on the project benefit.
- Pending completion of this project, the previous MZ-3 agreement with JCSD (benefit of 950 AFY) will be modified to have a sliding scale benefit through the end of its term based on the total volume that is recharged in MZ-3.
- JCSD will pay for the groundwater recharge (GWR) maintenance charge (as adopted by the IEUA Board) currently at $60/AF of RW recharged.
- For the first 10-years, the O&M costs associated with additional RW pumping from RP-1 to GWR (approximately $50/AF) will not be charged to JCSD. Following this time period, JCSD will fund the pro-rata portion of recycled water pumped from RP-1 to the 1158 pressure zone. The time period may be modified as part of the formal Agreement based on the expected pumping costs determined in the predesign report.
- IEUA and JCSD will be mutually responsible for any WRCRWA administrative or operational charges at the WRCRWA facility, on a pro-rata basis.

The current estimated total project cost for the project is $52.46 million. IEUA's portion of the project cost is estimated to be $13 million, and JCSD's share of the project costs is $39 million. With Proposition 1 funding, the project is also eligible for a maximum principal forgiveness in the amount $15 million. This project demonstrates the integrated regional approach of RW supply optimization.

This Term Sheet is consistent with the *Agency's Business Goal* of increasing *Water Reliability* by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies.

PRIOR BOARD ACTION

On August 20, 2014, the Board approved the MOU with JCSD and WMWD for the RW Interconnection project.

IMPACT ON BUDGET

The Joint IEUA - JCSD Regional Water Recycling Program currently has a total project budget of $10,000,000 in IEUA's Ten-Year Capital Improvement Plan (TYCIP). IEUA's total project share will be $13,000,000. The application would request $52,460,000 in CWSRF funding. Upon approval by SWRCB, the TYCIP and annual appropriations will be revised to align with the new SRF loan, grants, and total project budget.

Of the total project costs of $52,460,000, JCSD will assist in the cost of this project in the amount of approximately $39 million.

Attachment: Term Sheet with JCSD

JOINT IEUA – JCSD REGIONAL WATER RECYCLING PROGRAM PROJECT

INTERCONNECTION CONSTRUCTION AND OPERATING TERM SHEET BETWEEN INLAND EMPIRE UTILITIES AGENCY AND JURUPA COMMUNITY SERVICES DISTRICT

The Inland Empire Utilities Agency (Agency) and Jurupa Community Services District (District) (Collectively referred to as the Parties) agree to an "unbalanced exchange" regarding the conveyance of the District's proportionate share of the Western Riverside County Regional Wastewater Authority (WRCRWA) treated wastewater effluent to the Agency for direct irrigation use by the Agency ,as supply for the Agency's Groundwater Recharge (GWR) program and corresponding District storage credits in Chino Basin. The recycled water will be conveyed through a series of pumping systems and pipelines (the Project) within the District and Agency service areas.

Section 1. Recycled Water Supply Projections

A. It is understood that the following is the projected District proportionate share of WRCRWA treated wastewater:

Current Entitlement		Expansion Entitlement	
Flow (mgd)	Volume/YR (AFY)	Flow (mgd)	Volume/YR (AFY)
3.25	2600-3600	6.00	4800-6000

B. It is acknowledged that this project is based on work to date regarding the current WRCRWA Petition for Change of Use (Discharge Permit) regarding releases to the Santa Ana River. This application is filed and well underway regarding required releases to the Santa Ana River. The final status or outcome is not known at present.

C. District and Agency project available supply, at full development, estimated as follows:

District (Direct use)	800 AF/Year (16.6%)
Agency Deliveries	4000 AF/Year for use as:
1. Direct Use	2000 AF (41.7%); Use by Agency
2. Recharge	2000 AF (41.7%); District to receive recharge credits

D. Both parties acknowledge that there are seasonal use aspects associated with recycled water deliveries for both direct use and recharge applications. Higher demands exist in the peak summer months while lower demands exist in the winter months. Both parties desire steady state daily flow availability (+/- 15%) because there is no reservoir storage contemplated in this project.

E. In the event that the District identifies an opportunity to expand direct use in excess of the volume identified in Section 1C, the Agency and the District commit to meet and negotiate

reallocation/expansion terms in good faith consistent with this Term Sheet or the subsequent Agreement. Example: A connection between Ontario's future recycled water system and the District's Area B Development.

F. Both parties acknowledge that Agency may request that Santa Ana River (SAR) discharges may be made in lieu of the Agency introducing reclaimed water into the Agency system as part of seasonal beneficial use. This is acceptable if coordinated with Section 2C, Beneficial Use, and Recharge Plan. District shall receive Recharge Credit as outlined in Section 1C.

Section 2. Beneficial Use

A. District will construct and convey recycled water for direct use by its large users within its retail water system.

B. Agency will construct and convey recycled water for direct use, primarily within its lower 930 pressure zone.

C. Agency will utilize existing infrastructure or construct necessary facilities for the introduction of this recycled water for recharge in the Chino Basin.

D. Agency and District shall cooperatively develop, coincidental with the project design and commitments, a mutually-agreed upon plan through a Project Committee to maximize recharge primarily within the Chino Basin Management Zone 3. It is understood that this recharge plan may be phased in nature due to the concurrent planning and construction of recharge basins within the 2013 Chino Basin Recharge Master Plan Update.

E. Agency and District acknowledge that , pending completion of item D above, recharge capacity and other constraints may exist between this project and the provisions of the January 28, 2013 Management Zone 3 Recycled Water Groundwater Recharge Agreement (2013 Agreement). In consideration for the additional recharge associated with the Project, the maximum amount of groundwater recharge available through the 2013 Agreement will be amended as follows for the fiscal year immediately subsequent to the startup of the Project.

MZ-3 Recycled Water Recharge* (AF/Yr)	Maximum Eligible for RW Purchase Through 2013 Agreement (AF/Yr)
<4000	950
5000	850
6000	750
7000	650
8000	550
9000	450
10000	350

*from prior year

Section 3. Environmental, Pre- Design and Design

A. Parties acknowledge and agree to the current project description as contained in the Joint IEUA-JCSD Regional Water Recycling Program Project State Revolving Fund Loan/grant application. This is detailed as Alternative 4 table and map (Attachment A).
B. Parties have mutually-funded and initiated the Preliminary Design Report under separate agreement. District has engaged the consultant in this work.
C. District has completed required California Environmental Quality Act (CEQA Plus) documentation with Board of Directors acceptance on September 26, 2015. Agency and District shall coordinate funding at 50% each following the execution of this Term Sheet.
D. District shall coordinate appropriate land at its existing American Heroes Park in support of this project during the design phase at no cost to the Parties. The design and construction of the pump station at the Park shall be completed with appropriate water conservation measures.
E. The Agency shall lead the design effort for the Project. The selection of consultants shall be through a competitive solicitation process and led by the Agency with participation/input by the District.
F. Parties agree to mutually fund project design in a pro-rata allocation as describe in Section 4 Construction and Ownership.
G. Project management costs directly associated with the Project (project management, construction management, grants management, etc.) shall be included as actual project costs and as such, shall be subject to pro-rata funding as outlined in Section 4D.
H. Design of Agency facilities shall be in conformance with Agency standards.
I. Design of District facilities shall be in conformance with District standards.
J. The Agency shall engage participation from the District throughout the design processes through the Project Committee.

Section 4. Construction and Ownership

A. Parties acknowledge and agree that commitment to design and construction are subject to the successful obtainment of the Joint IEUA-JCSD Regional Water Recycling Program Project State Revolving Fund Loan/grant.
B. It is contemplated, subject to further discussion, that the Project design will be conducted under one project award and subject to the same cost allocation as describe in Section 4D.
C. Both parties agree that the final construction approach shall be performed with a mutual goal of efficient design and process in order to meet the commitments made through the Joint funding application. Determination of the number of bid packages and construction management leadership will be determined by the Agency and District concurrent with the design process, but prior to the finalization of the design.
D. Capital Costs and ownership (Based on pro-rata volume methodology in Section 1C):

Facilities	District Share	Agency Share
WRCRWA Pump Station	58.3%	41.7%
Transmission Pipeline (WRCRWA-AHP)	58.3%	41.7%
Agency Booster Pump and Pipeline (AHP-930 PZ)	50.0%	50.0%
District Booster Pump and Pipeline (AHP-JCSD)	100.0%	0.0%

E. District shall operate and maintain the WRCRWA Pump Station, Transmission Pipeline (WRCRWA-American Heroes Park) and the District Pump Station and Pipeline to the retail area
F. Agency shall operate and maintain the Agency Pump and Pipeline from American Heroes Park to the 930 pressure zone connection point.
G. Agency and District coordination throughout the construction of the Project will be effectively communicated through the Project Committee.

Section 5. Operations and Maintenance Expenditures

A. Parties acknowledge and agree that the allocation and payment of annual operations and maintenance expenses shall on a pro-rata basis, consistent with that defined in Section 1C applied to actual expenditures.
B. District recognizes and agrees that there is a groundwater recharge maintenance charge (as adopted by the IEUA Board) currently at $60/AF of recycled water recharged, that will be applied to the Project recharge.
C. Agency agrees that for the first 10-years, the O&M costs associated with additional recycled water pumping from RP-1 to GWR (approximately $50/AF) shall not be charged to the District. Following this time period, the District will fund the pro-rata portion of recycled water pumped from RP-1 to the 1158 pressure zone. This time period (10-years) may be modified as part of the formal Agreement based on the expected pumping costs determined in the predesign report.
D. District shall coordinate electrical service for WRCRWA Pump Station and District distribution pumps at American Heroes Park.
E. Agency shall coordinate electrical service for the Agency Pump Station at American Heroe's Park.
F. Parties shall be mutually responsible (pro-rata Section 1C) for any WRCRWA administrative or operational charges at the WRCRWA facility.
G. Parties shall stay current on all operational billings and shall coordinate program reconciliations between the partnering agencies on a quarterly basis. Monthly reports shall include project expenditures, recycled water deliveries, and recharge credits.
H. Annual budgets and billings shall be reviewed by the Project Committee.

Section 6. Service Disruptions

A. District and Agency acknowledge that the provision of recycled water to this program is interruptible in nature. The supply is contingent on many factors including WRCRWA facility operations, and electrical service provision, which are provided by others.
B. It is acknowledged that the current project does not include back-up power generation at any facilities.
C. In the event of planned or unplanned supply disruptions, District shall make every reasonable effort to resume recycled water delivery as soon as possible and shall keep Agency informed as to the status of service.

Section 7. Water Quality and Water Metering

A. District and Agency acknowledge that the water quality of the District wastewater shall comply with WRCRWA's Regional Water Quality Control Board Water reclamation requirements and Title 22 permits. Measurement shall be at the point of compliance at the WRCRWA facility.
B. Water quality reports from WRCRWA shall be made available on an appropriate schedule.
C. Agency is responsible to ensure that their direct use wholesale customers comply with all necessary regulatory and permit requirements for the application of the recycled water.
D. Water deliveries shall be measured at the WRCRWA metering points within the facility and at American Heroe's Park.
E. Water quality and quantities shall be subject to review and validation by the Project Committee.

Section 8. Financing

A. District hereby agrees to allow Agency to apply on District's behalf to the California State Revolving Fund Loan/grant program.
B. Agency has negotiated an agreement with the Chino Basin Regional Financing Authority (CBRFA) that allows Agency to become the lead agency to apply for the above grant and CBRFA to administer the grant, if received.
C. District shall dedicate annually appropriate net revenues funds for the repayment of the State Revolving Fund (SRF) Loan/Grant, if received.
D. The District and the Agency may elect to pursue additional or alternate funding sources as otherwise agreed upon.

Section 9. Term and Termination

A. It is contemplated that the SRF grant or Loan will have a repayment period of 30 years.
B. This construction and operating agreement shall be for a period of 45 years, with automatic 10-year renewals unless either Party objects in writing.

C. Each party shall have the right to terminate the agreement with a 3-year notice unless a shorter notice is mutually agreed upon in writing.

D. The terminating party is responsible for repayment of the affected party's proportionate share of the project commitments that is outstanding at the time of termination.

Section 10. Project Committee

Consistent with the roles as defined within this Term Sheet, a Project Committee shall be established to ensure effective coordination between the Agency and District throughout the planning, design, construction and operation of the Project. The Project Committee shall be comprised of at least one leadership representative from each party. The Committee shall meet no less than twice per year to review Project design, construction, budgets, costs and operational coordination.

Section 11. Preparation of an Agreement

Both Parties agree to give best faith efforts to execute a formal Construction and Operations Agreement based on the terms identified herein within 180 calendar days, but no later than the award of a consultant design contract.

Section 12. Contingent on Grant Funding and Change of Use Petition

The obligations set forth in the formal Agreement shall not become effective, as to either party, unless and until the CBRFA executes a Grant Funding Agreement with the State of California which commits the delivery of grant funds to be applied to the Project as provided herein. In addition, project commitments shall be based on the successful issuance of a Change in Use permit regarding residual releases to the Santa Ana River.

Section 13. Approval of Terms

INLAND EMPIRE UTILITIES AGENCY

_____

General Manager

Dated: _____

JURUPA COMMUNITY SERVICES DISTRICT

_____

General Manager

Dated: _____

EXHIBIT A

Alternative 4- INSERT GRAPHIC, PROJECT DESCRIPTION and COST ESTIMATE

EASTVALE RECYCLED WATER SYSTEM
IEUA ALTERNATIVE 4 - OPTION 1
(NO IEUA RESERVOIR PROJECT - LOCAL & 800 PZ CONNECTION)

Phase	Facility		Estimated Construction Cost	Estimated [1] Project Cost
I	Booster Station: from WRCRWA Plant to 800 PZ POC on Pine Ave. (Approx. 750 HP)[2]		$6,130,000	$8,580,000
	24" Dia. Transmission Pipeline from WRCRWA SS to 800 PZ POC on Pine Ave. (Approx. 26,500 LF)		$5,940,000	$8,320,000
	Sub-Total Phase I		$12,070,000	$16,900,000
II	24" Dia. Transmission Pipeline from Hellman Ave./Pine Ave. Intersection to SW Corner American Heroes Park (Approx. 2,200 LF)		$790,000	$1,110,000
	15" Dia. Booster Distribution Pipeline System (Approx. 39,000 LF)	$10,140,000	$14,200,000	
	12" Dia. Dead End Pipelines Off Distribution System (Approx. 9,800 LF)	$3,190,000	$4,470,000	
	Individual On-Site Irrigation Boosters (Approx. 26 EA)	$430,000	$630,000	
	Sub-Total Phase II	$14,610,000	$20,300,000	$28,420,000
III	Booster Station from SW Corner American Heroes Park to 930 PZ POC (Approx. 750 HP)[3]	$6,130,000	$8,580,000	58.20% 41.8%
	24" Dia. Transmission Pipeline from SW Corner American Heroes Park to 930 PZ POC (Approx. 12,900 LF)	$4,630,000	$6,490,000	
	Sub-Total Phase III	$10,760,000	$15,100,000	$8,788,300 $6,311,500
	TOTALS	$37,440,000	$52,400,000	$38,084,000 $14,316,000 74.50% 25.50%

1 Project cost is 1.4 times construction cost. Project cost includes: construction costs, construction contingencies, design engineering including plans and specifications; design and construct on surveying and mapping; geotechnical evaluation and report, engineering contract administration; field inspection and environmental documentation. Costs are based on Engineering News Record (ENR) Construction Cost Index Los Angeles, (ENR = 10,961 - June, 2015). Escalation, financing, interest during construction, legal, and R-O-W costs are not included.

2 Assumes DMAX = 1600 gpm and 10 psi connection pressure at 800 PZ POC. Also assumes $150,000 of upgrades required for proposed booster station that will be connected with WRCRWA plant expansion.

3 Assumes DMAX = 1600 gpm and 10 psi connection pressure at 930 PZ POC. Also assumes $150,000 of upgrades required for proposed booster station that will be connected with WRCRWA plant expansion.

ACTION ITEM 1D

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Date:	November 18, 2015
To:	The Honorable Board of Directors
Through:	Public, Legislative Affairs, and Water Resources Committee *(11/11/15)*
From:	P. Joseph Grindstaff General Manager
Submitted by:	Martha Davis VP for MD Executive Manager of Policy Development/Assistant General Manager
	Sylvie Lee Manager of Planning and Environmental Resources
Subject:	Memorandum of Understanding (MOU) with the Local Government Commission (LGC) for a Sponsored CivicSpark Fellow

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve an MOU for Sponsored CivicSpark Fellow with the LGC; and
2. Authorize the General Manager to execute said MOU.

BACKGROUND

The LGC is a nonprofit organization fostering innovation in environmental sustainability and economic prosperity since 1980, helping to transform communities through inspiration, practical assistance and a network of visionary local elected officials and other community leaders. LGC assists local governments in developing and implementing programs and projects nurturing key elements of livable communities for a healthier human and natural environment, a more sustainable economy, and an actively engaged populace.

CivicSpark, a program of the LGC, works with a range of local and regional project partners, assisting in implementing greenhouse gas and water conservation projects. IEUA has been selected by the LGC as a recipient of a CivicSpark Fellow. The Fellow will be shared with Santa Ana Watershed Project Authority (SAWPA) and will be available for a period of eleven months starting in November 2015, at no cost to either agency.

Availability of this CivicSpark Fellow is timely as IEUA has been selected to participate in the California Foundation Water Agency Leadership pilot project and will need assistance in preparing the water use and management data for the Foundation's review this winter. In addition, the Fellow will assist staff with preparation of the Regional Urban Water Management Plan that is due to be adopted in June 2016.

This MOU is consistent with the *Agency's Business Goal* of increasing *Water Reliability* by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

Attachment: MOU for Sponsored CivicSpark Fellow with the LCG

MEMORANDUM OF UNDERSTANDING FOR SPONSORED CIVICSPARK FELLOW

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of November 9, 2015 by and between the Inland Empire Utilities Agency ("Partner") and the Local Government Commission ("LGC"), a non-profit organization.

RECITALS

- LGC is administering the *CivicSpark* program, as part of the federal AmeriCorps program, to assist local governments in California with climate change response activities.
- The Partner desires to engage LGC to provide certain services through the *CivicSpark* program and LGC desires to provide those services. Compensation for these services is being provided through third party funding. This document is to establish the basic guidelines and expectations between The Partner and LGC.
- The Partner and LGC enter into this Agreement in order to memorialize the terms of LGC's performance of the services and the Partner's obligations with respect thereto.

AGREEMENT

I. CivicSpark Scope of Services

LGC has contracted with the Corporation of National and Community Service to implement CivicSpark as an AmeriCorps program. Fellows can only work on service outlined in performance measures approved by the Corporation for National and Community Service. These performance measures define how CivicSpark will provide service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff. The project scope below must align with the measures below:

1) Capacity Building for Local Governments – Fellow's direct service hours should be spent building capacity for local government beneficiaries to address their need around climate change response, assisting them to develop projects that they would otherwise not be able to complete. Capacity building for Fellows will be delivered in 4 stages including gap assessments, research, action, and implementation service projects, volunteer engagement, and knowledge transition.
2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity for local governments by engaging, recruiting, and supporting volunteers. Volunteers may be engaged only one-time, (e.g. – volunteers to assist for a specific event such as Earth Day or service activities), or on-going, such as interns..
3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their 1700-hour service year on training. Training includes the 2-week intensive orientation at the start of the service year, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their sustainability work.

The majority of direct service portion of the work provided by CivicSpark to local governments only involves the first two measures. The third measure is realized principally through training and professional development activities provided by LGC to Fellows. Some activities that occur while working with local governments may be considered training and professional development such as

networking events and trainings that might be hosted by the local government.

In addition to only working on contracted performance measure service activities, per federal guidelines, while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service, LGC, Supervisors or Fellows may not engage in the following activities (see 45 CFR § 2520.65):

1) Attempting to influence legislation;
2) Organizing or engaging in protests, petitions, boycotts, or strikes;
3) Assisting, promoting, or deterring union organizing;
4) Impairing existing contracts for services or collective bargaining agreements;
5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8) Providing a direct benefit to—
   a) A business organized for profit;
   b) A labor union;
   c) A partisan political organization;
   d) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
   e) An organization engaged in the religious activities described above, unless CNCS assistance is not used to support those religious activities;
9) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10) Providing abortion services or referrals for receipt of such services; and
11) Such other activities as CNCS may prohibit.

Fellows, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps logo must not be worn while doing so.

<u>LGC will perform the following services:</u>

1) General Program Responsibilities
   a) Provide clear guidelines to Fellow regarding AmeriCorps regulations and expectations
   b) Recruit and train a Regional Coordinator (1000 hours over 13 months) to work with Fellows and Participating local governments

c) Recruit and train Fellows to provide capacity building services for the region
d) Work to provide support and guidance for Fellows, addressing any concerns that might develop during service year, and striving towards 90% retention of fellows
e) Manage local government service contracts
f) Share outcomes from service with Partner

2) Fellow Responsibilities
   a) Pass a state and national and NSOPR background check before starting their service year.
   b) Participate in a 1-week program orientation and complete 250 hours of training through dedicated fellow training and development and service days.
   c) Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 hours overall.
   d) Comply with guidelines for performance measures and abide by regulations on prohibited activities described in above.
   e) Complete accurate reporting in a timely manner for as required by the National Corporation for Service for projects, including assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments
   f) Avoid participation in prohibited activities.
   g) Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
   h) Participate in days of national service including, but not limited to, Martin Luther King Jr. Day of Service, 9/11 Day of Remembrance, and AmeriCorps week Service Day.

3) Project Specific Scope of Work

   a) Civic Spark Fellow will assist the Department of Planning and Environmental Resources with two water resources planning projects.

   b) The first project is the California Water Foundation Water Agency Leadership pilot project to develop a Sustainable Water Profile tool that will advance long-term water supply resilience and water resource stewardship at a regional scale. The Foundation is creating a standardized assessment tool for water agencies that analyses four themes to identify the biggest water challenges facing a region, evaluate an agency's response, and develop a composite "ranking" score for how well the agency is prepared to meet future challenges. The Fellow will assist Agency staff in working with the California Water Foundation to provide the key information to pilot the use of the Sustainable Water Profile tool.

   c) The second project is to assist with the development of an updated 2015 Regional Urban Water Management. This update will be completed by June 2016. There will be opportunities to work on focused research projects including assessment of potential storm water infiltration assessment using Low Impact Development.

   d) **IEUA Supervisor:** Sylvie Lee, Manager of Planning and Environmental Resources

II. Partner Responsibilities

1) Support Responsibilities
   a) Identify one local government staff fellow to act as a point person, familiarizing *CivicSpark* Fellows to resources and project, and setting aside 1 hour/week for assistance for each approved project.
   b) Develop defined project scopes and identify goals to be completed in agreed timeframe
   c) Support implementation of project consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
   d) Keep Regional Coordinators apprised of development of projects and challenges, working to redefine scopes and goals as necessary.
   e) Assist with site visits to Partner as necessary by AmeriCorps Project Manager or Program Director
2) Reporting Responsibilities
   a) Complete applications for *CivicSpark* projects identifying;
      i) Total hours desired for service work
      ii) One or more local government beneficiaries for each 650 hours of service being contracted for. Beneficiaries can be individual departments within a single local government or even individual staff fellows within the same department,
      iii) Eligibility of projects as defined as an absence of some of the following resources: A dedicated sustainability staff, an adopted climate action plan, or specific mechanisms to track adopted climate change actions
      iv) High need level of beneficiaries, defined by 2 or more of the following indicators:
         (1) Community unemployment above the state average for current recorded year
         (2) Community-wide energy use higher than the previous recorded year.
         (3) Local government employment lower than 2007 levels
         (4) CalEnviroScreen rating in the top 1/3 (score of 23 or greater)
   b) Have local government staff involved with the project complete pre-assessment surveys to define goals for this project and baseline outlook on climate change issues and responses.
   c) Have local government staff involved in the project participate in a project interview early on as part of the CivicSpark gap assessment in which
   d) Complete necessary project reporting defined including having local government staff who completed the pre-assessment complete a post-assessment survey at project completion.
   e) Allow *CivicSpark* to share results for required grant reporting.

Reimbursable Expenses

LGC will cover up to $400 for CivicSpark team transportation expenses related to implementation of this project. No other project related expenses are the responsibility of LGC.

Timeline

All tasks enumerated in this MOU are to start on November 9, 2015 and should be completed by September 16, 2016.

DATED:

_____

P. Joseph Grindstaff
General Manager

DATED:

_____

Linda Cloud, Managing Director
LOCAL GOVERNMENT COMMISSION

Public, Legislative Affairs, and Water Resources Committee

INFORMATION ITEM 2A

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Date:	November 18, 2015
To:	The Honorable Board of Directors
Through:	Public, Legislative Affairs, and Water Resources Committee *(11/11/15)*
From:	P. Joseph Grindstaff General Manager
Submitted by:	Kathy Besser Manager of External Affairs
Subject:	Public Outreach and Communication

RECOMMENDATION

This is an informational item for the Board of Directors to review.

BACKGROUND

November

- November 18, MWD Water is Life Poster Contest Recognition Event, MWD Headquarters (Board Room), 10:00 a.m. – 1:00 p.m.

December

- December 16, Employee Holiday Luncheon, Los Serranos Country Club, 15656 Yorba Ave, Chino Hills, 11:00 a.m. – 3:00 p.m.

January

- January 14, Blood Drive, IEUA HQB Event Room, 10:00 a.m. – 2:00 p.m.

February

- Cypress Elementary GIES Dedication, 9751 Cypress Ave, Fontana, 5:00 p.m. – 6:30 p.m.

April

- Eagle Canyon Elementary GIES Dedication, 13435 Eagle Canyon Drive, Chino Hills, Time TBD

May

- Truman Middle School GIES Dedication, 16224 Mallory Drive, Fontana, Time TBD

Outreach/Education - Civic Publications Newspaper Campaign

- IEUA ran a spadia ad focusing on the drought campaign and sustainability.
- IEUA staff is working with Civic Publications to develop an email blast and display ads for outreach. The *Kick the Habit* campaign theme will be implemented within these outreach tools.

Media and Outreach

- IEUA staff is working with member agencies to distribute *Kick the Habit* mirror clings and vehicle magnets. Internally, staff is working on distribution and placement of vehicle magnets on all Agency vehicles.
- *Kick the Habit* print advertisements ran in the *Chino Champion* on October 3, 2015 and in the Chino Connection on November 7, 2015.
- *Kick the Habit* bus advertisements began on October 5, 2015 and will run for six months. Mirror clings have been placed in restrooms at the Ontario Mills Mall for six months, and we are working with management at Victoria Gardens and the Chino Spectrum to do the mirror cling displays at these locations as well.

Education and Outreach Updates

- Water Discovery Program: 334 Girl Scout troop members, elementary, middle and high school students have taken part in the park field trip from July 1, 2015 through October 31, 2015. Twelve additional Water Discovery Field Trips for school year 2015/16 have been scheduled. The Busing Mini-Grant program will be ending in December 2015. Only schools within IEUA's service area will qualify for busing grants after December 2015.
- Staff is currently working on scheduling principal meetings at the school districts within IEUA's service area to promote upcoming education programs and opportunities.
- IEUA staff and member agency representatives held the annual Landscape and Water Conservation Fair on October 17, 2015 at the Chino Basin water Conservation District. Over 650 community members attended the event which was host to environmental vendors, nurseries, water education booths, and environmental shows.
- IEUA staff is developing the FY 2014/15 Annual Report.
- Staff, in cooperation with member agencies, has recruited three teams for MWD's 2016 Solar Cup Competition to be held May 13-16, 2016. Final team names and contact information were submitted to MWD on October 1, 2015 for the 2016 program year: Chino High School (Chino), Chino Hills High School (Chino Hills) and Henry J. Kaiser High School (Fontana). Boat Building Workshops will be held at Three Valleys Municipal Water District on Saturday, November 7 and November 8, 2015.
- IEUA hosted a Project WET teacher's workshop on October 27, 2015. Educators from IEUA and Three Valleys MWD's service area attended where they learned about water education and ways to incorporate water-related activities in the classroom.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The above-mentioned activities are budgeted in the FY 2015/16 Administrative Service Fund, External Affairs Services budget.

Public, Legislative Affairs, and Water Resources Committee

INFORMATION ITEM 2B

West Coast Advisors
Strategic Public Affairs

October 30, 2015

To: Inland Empire Utilities Agency

From: Michael Boccadoro
President

RE: October Legislative Report

Overview:
The Governor took until the very last day to finish taking action on the 941 bills passed by the Legislature this year. He signed 808 and vetoed 133. He approved several bills on water conservation including bills to protect homeowners who let their lawns go brown or install artificial turf; several bills to clean up the Sustainable Groundwater Management Act passed last year; and of course SB 350, to increase the state's renewable energy and building efficiency standards.

As the year winds down, conversations about what the Legislature will focus on next year have already started. At the top of the list for the Governor and the water community is Proposition 218 reform. The Governor has indicated that reform to Prop 218 needs to happen so that water agencies can implement water conservation measures including conservation rates. There is also signification discussion of how to fund water infrastructure projects in the future and how to provide funding for appropriate water agency consolidation. Stakeholders are keeping in mind that both of these issues require a two-thirds vote as these two topics continue to be discussed over the winter and when the Legislature returns in January.

The 2015 Draft Integrated Energy Policy Report was released by the California Energy Commission recently. The draft report includes a section on the water energy nexus and how steps the public water sector and the state can take to limit water loss and use energy more efficiently.

The California Air Resources Board (CARB) recently held a workshop to discuss post-2025 vehicle efficiency and emission goals. They released a proposal to reduce NOx and particulate matter from light-duty trucks. Their proposal comes ahead of a federal proposal to update vehicle emissions standards.

A recent poll showed that while most respondents do not know what the CA WaterFix is, when read a brief statement, 79 percent support the project. 86 percent of the respondents in the Inland Empire support the WaterFix, among the highest in the state.

The new version of net-energy metering program (NEM) is working its way through the CPUC process. Stakeholders have spent months working on models to test new tariff possibilities and have now submitted their own proposals for the new NEM 2.0 tariff. Southern California Edison, like the other utilities in the state, say that non-participating customers have to bear significant costs for the NEM program to continue and offer a proposal to significantly change the way the

NEM program works, making the fed energy back into the grid less valuable to the NEM participant.

Inland Empire Utilities Agency
Status Report – October 2015

Governor Signs Bills

The Governor has taken final action by signing 808 bills and vetoing 133 ahead of the October 11 deadline. The 14.1 percent veto rate is slightly higher than previous years, and there is no expectation the Legislature will come back to Sacramento to try to override any of those vetoes.

Taking effect on January 1 are several measures on water conservation including bills on when and how home owners associations can regulate artificial turf and outdoor irrigation. There were several bills that were cleanup bills from last year's Sustainable Groundwater Management Act. Finally, the Governor did sign legislation to regulate the use of plastic microbeads in personal care products.

On the energy side, the Governor predictably signed SB 350 to extend the renewable energy and sustainable buildings goals. As discussed last month, it was unclear if the Governor would sign AB 1288 (Atkins, D-San Diego) which expands the California Air Resources Board by two members from the environmental justice community appointed by the Legislature. Many thought he might not want the Legislature to have the power to make appointments, but he ultimately signed the bill.

Potential 2016 Legislative Initiatives

When the Governor signed AB 401 (Dodd, D-Napa) which directs further study on a low-income water rate assistance program by the State Water Resources Control Board and the Board of Equalization, he included a signing message that noted that Prop 218 is the biggest impediment to public water systems establishing low-income water rate assistance programs. He further states that Prop 218 is an obstacle to conservation pricing and stormwater improvements. He directed his administration to work with stakeholders and the Legislature to address this issue in 2016. His message made it very clear that Prop 218 reform will be heavily discussed over the winter and into 2016.

A working group including, Association of CA Water Agencies, CA State Association of Counties, and others has been established to take the lead on and pursue reform.

While SB 20 (Pavley), relating to a water public goods charge, was not heard in 2015, the measure remains in the Assembly Water, Parks and Wildlife Committee and discussions about "sustainable funding for orphan water infrastructure costs" (or as some call it, a public goods charge for water) will continue in 2016. The California Water Foundation has indicated that it will play a large role in the discussions and the administration and Senator Pavley have already committed to starting the process this winter. While no specific date has been given, there is a plan for a hearing to identify need for water funding resources in November with a January

hearing for stakeholder response and discussion of possible solutions. The water community remains somewhat divided on the "public goods charge" issue with some, including ACWA flat out opposing the idea, while others are interested in having a conversation about how to fund mandated water district consolidations, infrastructure projects and other potential projects with some sort of public goods charge.

It is important to remember that while discussions about Prop 218 reform and a public goods charge will be front and center over the winter and in early 2016, action on both policies would require a two-thirds vote of the Legislature. It is likely that not all the Democrats would be willing to vote affirmatively on these two issues in an election year, let alone having a few Republicans to provide the necessary two-thirds vote.

2015 Draft Integrated Energy Policy Report released

After extensive stakeholder workshops, the California Energy Commission (CEC) has released the draft 2015 Integrated Energy Policy Report (IEPR) which focuses on actions the state can take to help meet the new greenhouse gas reduction and renewable energy goals.

In addition to focusing on climate change, the report also addresses the ongoing drought in its own chapter detailing the impacts of less water and snowpack; actions that state has taken including energy efficiency rebate programs; updates from state agencies and recommendations for future actions.

Some of the water/drought-related recommendations include increasing the accessibility of real-time water and energy data; supporting diversification of water resources; encouraging research and investment into water-system improvements to improve leak detection and the minimization of water losses; investigating the potential for additional water savings through appliance efficiency standards (with a near-term focus on landscape and agricultural equipment as well as commercial dishwashers); and encouraging the efficient design of home hot water delivery systems. The CEC recommends the CPUC continue its evaluation of the nexus between water and energy use, and the implementation of customer incentives for water conservation.

CARB discusses post-2025 vehicle GHG goals

As federal regulators consider whether to revise vehicle efficiency GHG rules in place through 2025, state officials at CARB are laying out their goals for post-2025 vehicles. These goals include increasing fuel efficiency of light-duty gasoline vehicles and trucks.

CARB also wants to phase in new NOx standards for light-duty trucks between 2025 and 2030 and ensure that all new vehicles sold in California by 2030 are super-ultra-low emission vehicles. The strategy also includes a clean diesel fuel standard for adoption by 2020 that aims to reduce NOx, particulate matter and GHGs.

Poll shows statewide support for California WaterFix
EMC Research conducted a poll in late September asking voters about supporting the California WaterFix.

Generic questions found that 59 percent of voters feel like the drought is extremely important. Reliability of the water supply is extremely important to 40 percent while the condition of infrastructure including pipes, canals, levees, reservoirs and the statewide water distribution system is extremely important to only 33 percent of respondents.

When read a brief description of the project, 55 percent support the WaterFix, with 91 percent supporting improving the ability to move water to storage during wet years as a key reason for supporting the project.

After region specific statements were read, the support for the WaterFix improved to 79 percent with 86 percent in the Inland Empire supporting the project. The Central Valley and the Sacramento/North showed the lowest support with just 69 and 53 percent support respectively.

Net-Energy Metering
The existing Net-Energy Metering (NEM) program is scheduled to sunset in June of 2017 or when each of the utilities reaches the "NEM Cap," which is 5 percent of their aggregate peak load. All projects that are interconnected before the program closes will stay on the current NEM tariff for 20 years after their interconnection date. As of September, Southern California Edison (SCE) is at 2.86 percent of the five percent cap, leaving 958.6 MWs to install under the current NEM program.

NEM 2.0
AB 327 (Perea, 2014) required the CPUC to create a new NEM program, NEM 2.0. The proceeding was focused first on creating models to try different tariff possibilities. Recently, parties used those models and submitted their proposals for the next version of the NEM to the CPUC. Not surprisingly, the proposals vary widely between solar industry interests, customer groups and the state's investor owned utilities.

Citing the need to continue to grow renewable distributed generation, and market stability among other things, most solar groups called for continuing the program as is, noting that customers can easily understand the current program and the benefits it provides. The utilities have a different vision for NEM in mind. They argue that they need to recoup costs to maintain infrastructure. Each of the IOUs have proposed monthly access fees and other charges as well as substantially reduced payments for net-metered energy.

Specifically, SCE proposes that:

1. Participating customers first consume their self-generated energy onsite.
2. Participating customers purchase additional energy they need from the utility at their usual retail rate.
3. The utility compensates participating customers for self-generated energy exported to the grid at $0.08/kWh

4. The utility collects a monthly charged based on the system's size to recover fixed costs associated with providing access to the grid for exports and power quality services.

The proceeding is moving fairly quickly as they hope to have the successor tariff in place by the end of the year, as required by AB 327.

This proceeding is being watched very closely by many parties including the Legislature and the Governor, who do not want to see the program be altered so drastically it becomes ineffective.

Bill Update

The matrix below reflects the final action taken on bills in the first year of the two-year session:

Innovative Federal Strategies LLC
Comprehensive Government Relations

MEMORANDUM

To: **Joe Grindstaff and Kathy Besser, IEUA**

From: **Letitia White, Jean Denton, and Drew Tatum**

Date: **October 30, 2015**

Re: **October Monthly Legislative Update**

Congress Passes Two Year Budget Deal

In the final days that former Speaker John Boehner (R-OH) led the House of Representatives, he worked with the White House and Senate leaders to craft a two year budget plan that raises the debt ceiling and provides relief from the Budget Control Act caps that sets limits on discretionary domestic and defense spending. According to estimates from Treasury Secretary Jacob Lew, Congress had until November 3 to act before the administration would no longer be able to meet its daily obligations and risk default on the nation's debt. Amid an internal party struggle to replace Boehner, he was able to "clean the barn" for his successor in hopes of allowing the new Speaker of the House to start without looming fiscal issues early in his term.

Leaders from the House, Senate, and the White House ultimately ironed out an agreement that suspends the debt ceiling through March of 2017 when a new Congress and a new President will have to negotiate the parameters for modifications to the debt ceiling. Additionally, the deal provides approximately $80 billion in relief from sequestration for both defense and domestic programs for fiscal years 2016 and 2017. In order to pay for the cost, negotiators tapped a number of sources, including making changes to Medicare and Social Security, auctioning off government-controlled wireless spectrum, selling crude oil from the Strategic Petroleum Reserve, and tightening tax rules for business partnerships. In order to make changes to the mandatory spending programs like Medicare and Social Security, Republicans had to give up concessions, including limiting a historic premium increase for Medicare Part B beneficiaries and preventing a potential 20 percent cut to Social Security Disability Insurance benefits.

The path to passage was not easy, as a drafting error was discovered in the legislation a few hours after the plan was unveiled. Negotiators quickly went back to the table to update the agreement so it was fully paid for over a ten year period, which allowed the House Rules Committee to advance the legislation to the floor for consideration by the full House. When the legislation made its way to the floor on Wednesday, it took the support of a united Democratic caucus and 79 Republicans to pass the bipartisan agreement. Because the House used a bill that had already cleared both the House and Senate, but in different forms, it helped speed up the process in the Senate by eliminating the need for a cloture vote on a procedural motion. Instead, the Senate just had one procedural cloture vote with a 60 vote threshold before a vote on final passage. Two presidential candidates, Senator Ted Cruz (R-TX) and Senator Rand Paul (R-KY),

returned to Washington in order to speak out against the legislation. Even though Rand Paul promised to "filibuster" the legislation, his options were limited since he was at the debate when Majority Leader Mitch McConnell (R-KY) started the procedural maneuvers to bring the legislation up for a vote. In an effort to send the bipartisan legislation to President Obama before the end of the week, the Senate was in session into the early hours of October 30 for a procedural cloture vote and final passage. Just after 3:00am, the Senate cleared the measure on a vote of 64-35. President Obama has said he will sign the legislation as soon as it makes it to his desk.

The focus now turns to completing the appropriations process for the remainder of fiscal year 2016. Appropriations Committee staff were planning to meet as early as October 30 to begin discussion on the process. The House and Senate Appropriations Committees will need to give their subcommittees new 302(b) allocations, which are the topline numbers for each of the 12 annual spending bills. The current continuing resolution expires on December 11, giving Congress roughly 4 work weeks to craft an omnibus appropriations package that will pass the House and Senate without being vetoed by President Obama. Even though many of the subcommittees have been meeting with their counterparts in the opposite chamber, we still expect Congress to take all four weeks to complete work on the package.

"Speaker" Paul Ryan

Paul D. Ryan (R-WI) became the 54th Speaker of the House on Thursday, October 29, 2015. At age 45, is the youngest Speaker of the House in over 150 years. Ryan is also the first former Congressional staff member to take the chamber's top position. In September, he told his colleagues he was not interested in the position when former Speaker John Boehner told the conference he would be stepping down at the end of October. After Majority Leader Kevin McCarthy's (R-CA) decision to step down, Ryan again faced pressure from his Republican colleagues to run. He ultimately said he would run for the position if he could be a unifying candidate while not sacrificing time with his family. After securing the nomination of his party the day before with 199 votes, he was elected speaker with 236 votes—well above the 218 votes required. The House Freedom Caucus opted not to endorse Ryan, but only 9 members of the approximately 40 member caucus deflected when the House elected a new speaker.

In the speech he gave before being sworn in, Ryan indicated he was planning change the way the House is run and send the primary job of drafting major legislation back to the committee level. He also indicated he hopes to be inclusive of more opinions from Members of Congress and wants to hear good ideas, regardless of party affiliation. Ryan's leadership style is probably influenced from his time serving on a Congressional staff as well as serving as the Chairman of two House committees. As a former staffer, he has the advantage of having an intimate understanding of the process, the way staff members advise their boss, and the hard work that goes into running the institution. With the bipartisan budget deal completed, Ryan's first challenge will not come until the House takes up an omnibus appropriations package in early December.

Senate Committee Holds Hearing on Drought Legislation

The Senate took its first legislative action on the drought in California during the first full week of the month. Among other legislation, the Senate Energy and Natural Resources Committee received testimony on legislation introduced by Rep. David Valadao (R-CA) that has passed the

House, and legislation introduced by Senators Dianne Feinstein (D-CA) and Barbara Boxer. Chairwoman Lisa Murkowski (R-AK) continued her call for common ground and legislation that would help the entire western United States. Both Senators Feinstein and Barbara Boxer testified in support of their legislation, as did Representative David Valadao (R-CA) in support of the House passed bill. We have heard that staff from the House Natural Resources Committee has been meeting with staff from the Senate Energy and Natural Resources Committee, but no proposals have been written or passed back and forth among staff. No date for a markup has been announced, leaving the possibility of floor time for drought legislation before the end of the year in doubt.

Transportation Bills Advance Amid another Short-term Patch

The House Transportation and Infrastructure Committee has been able to harness bipartisan momentum, introducing and advancing a multiyear transportation plan within the last two weeks of October. The panel has struggled to come to an agreement this year, passing a third temporary extension to the highway bill, which now expires on November 20. Although the committee has advanced the legislation to the floor for consideration, both Republicans and Democrats believe that the House should not consider it until the Ways and Means Committee comes up with a proposal to pay for the six-year infrastructure plan. The House only has two working weeks in November to come up with pay-fors, pass a plan, and work out its differences with the Senate.

Plans for the Ways and Means Committee to meet to discuss potential funding mechanisms is complicated by the loss of its Chairman, Paul Ryan, who was—as reported above—elected Speaker of the House on Thursday, October 29. The committee will now need to meet to elect a new Chairman before determining how to pay for a long term authorization. Senate Environment and Public Works Ranking Member Barbara Boxer (D-CA) is encouraging the House to bring its bill up for a vote without funding to allow House and Senate transportation leaders to allow a conference committee to hammer out the differences and agree on pay-fors. At this point, her colleagues in the House are not convinced that it is a viable path forward, as they want their own revenue measures considered at conference.

With authorization originally scheduled to expire on October 29, the House and Senate added 22 days of authorization to give Congress additional time to work through regular order. Additionally, the temporary patch included a delay in a requirement to install Positive Train Control (PTC) technology on a portion of freight railroad networks for three years. Railroad operators, including Amtrak, pressured Congress to extend the deadline by threatening they would stop running trains after December 31, 2015. Senator Boxer had vowed to block a short-term transportation bill that pushes the mandate further into the future, but didn't raise objections under the threat of a lapse in surface transportation authority.

"Waters" Rule Halted Nationwide

The U.S. Court of Appeals for the Sixth Circuit based in Cincinnati, Ohio issued a nationwide stay against the enforcement of the "waters of the United States" regulation issued by the Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers. The majority of the divided court wrote:

[W]e conclude that petitioners have demonstrated a substantial possibility of success on the merits of their claims. Petitioners first claim that the Rule's treatment of tributaries, "adjacent waters," and waters having a "significant nexus" to navigable waters is at odds with the Supreme Court's ruling in Rapanos, where the Court vacated the Sixth Circuit's upholding of wetlands regulation by the Army Corps of Engineers. Even assuming, for present purposes, as the parties do, that Justice Kennedy's opinion in Rapanos represents the best instruction on the permissible parameters of "waters of the United States" as used in the Clean Water Act, it is far from clear that the new Rule's distance limitations are harmonious with the instruction.

The majority concluded that there were good reasons to maintain the status quo while the court dispenses with challenges to the rule. It also noted that the rule had already been stayed in 13 states, and that the additional stay provides nationwide uniformity.

As we have previously reported, the House has passed legislation that would lock the rule from being enforced. The Senate is scheduled to begin considering its own legislation that would require the Secretary of the Army and the Administrator of the Environmental Protection Agency to propose a regulation revising the definition of the term "waters of the United States" in early November.

Outlook for November

We anticipate a lot of behind the scenes work to occur during the month of November to finalize an omnibus appropriations package. This will include work at the committee level in both the House and Senate. The House and Senate will also look to work through differences on cybersecurity legislation since the Senate has just passed its own bill. The Senate is scheduled to spend the first week of the month on legislation requiring the EPA and Army Corps of Engineers to go back to the drawing board on the "waters of the United States" rule. Majority Leader Mitch McConnell has also indicated that the Senate will take up the reconciliation language passed by the House that would strip certain provisions from the Affordable Care Act. The legislation will be vetoed by President Obama, but using budget reconciliation is the only way Republicans have the chance to advance an Affordable Care Act repeal, as it isn't subject to a filibuster from Democrats. While no further action on the California drought has been announced, we will be monitoring the Senate Energy and Natural Resources Committee for upcoming legislative markups.

Agricultural Resources
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October 30, 2015

Legislative Report

TO: **Joe Grindstaff**
General Manager, Inland Empire Utility Agency

FR: **David M. Weiman**
Agricultural Resources
LEGISLATIVE REPRESENTATIVE, IEUA

SU: **Legislative Report, October, 2015**

October became the month of the unexpected. I've been in Washington since 1971 and never saw anything quite like it.

Snapshot.

* October was largely consumed Speaker Boehner's decision (and its aftermath) to step down as Speaker *and* resign from the House effective October 30.
The House became embroiled in internal strife in the Republican caucus over leaders and policy.
* Boehner's decision set in motion a series of highly unusual mid-session Republican caucus elections.
* Rep. Kevin McCarthy, House Majority Leader under Boehner, ran for Speaker and was widely expected to be elected. At the last second (literally), he withdrew, throwing the Caucus into highly visible political chaos.
* The Freedom Caucus, a group of conservative House Rs, took credit for driving Boehner into retirement AND blocking McCarthy's ascension to the Speakership.
* More than a dozen House Rs explored jumping into the Speakership (two did – Rep. Daniel Webster from FL (distant relative of the historical Daniel Webster) and Rep. Jason Chaffetz from Utah (a button-hole relative of Governor Michael Dukakis).
* After McCarthy withdrew, Boehner and many others turned to Rep. Paul Ryan (R-WI), the current Chair, Ways and Means Committee and former VP candidate on the Romney

ticket (2012).

* Ryan, initially (and repeatedly) said no.
* Following a week-long congressional break, Ryan returned to Washington. After meetings with all Caucus factions and extensive talks with out-going Speaker Boehner, agreed to seek the Speakership (all claimed – he was the ONLY one who could do it).
* During the last week of October, the Caucus and then the full House elected Paul D. Ryan as Speaker.
* Speaker Boehner was given an emotional and heart-felt (if not bittersweet) retirement.
* Amid pomp and circumstance befitting the occasion, Ryan was elected Speaker.
* Boehner meanwhile, in the closing hours of his Speakership, worked with President Obama, Minority Leader Pelosi and the Senate leadership on a bi-partisan basis to fashion legislation that would (a) would address the debt limit (expiring Nov. 3); (b) amend the spending (sequestration) budget caps, adding $80 Billion to the current fiscal year budget; and (c) pass a series of other grid-locked legislative propositions.
* Shut-down was averted (but again).
* On a separate track, a short-term highway bill was moving and the House passed legislation over intense opposition from the Freedom Caucus to reauthorize the Export-Import bank (a legislative flash-point between House Rs and the Freedom Caucus.
* The moment Boehner departed (October 30), the House sign shop removed his name from the Speaker's Office and installed a name plate with Speaker Ryan's name.
* Ryan is now assembling staff and building a Speaker's team. So far – positive reviews.
* When McCarthy withdrew from the Speaker's race, he retained his position as Majority Leader. As a result, pending elections for House R leadership positions based on the assumption that McCarthy would become Speaker became moot and instantly ended. McCarthy remained the position of Majority Leader. Steve Scalise remained Majority Whip. Other leadership positions remained the same.

<u>As A Result...</u>

<u>Ryan Gives Up Ways and Means Gavel</u>

- When Ryan became Speaker, one significant change did occur.
- Ryan resigned as Chair, House Committee on Ways and Means.
- An election for the Chair will soon occur (the race is now underway) and results uncertain.
- Reps. Brady of Texas and Pat Tiberi of Ohio are both seeking the position.
- For a time, Rep. Devin Nunes, (R-CA), a senior Ways and Means Member, put his hat in the ring, but Speaker Ryan, immediately after becoming Speaker, asked Nunes to stay on as Intel Chair and he agreed.
- There is already speculation that the Speaker could prefer someone else (other than Brady or Tiberi) to chair Ways and Means, and this is expected to play out and get

resolved sometime in November.

- This Committee is important to IEUA because of pending tax "reform" legislation that could (might) threaten to the deductibility of municipal bonds – the funding mechanism for local governments finance (for, in addition to water supply and waste water investments, airports, hospitals, schools, energy investments, highways – and every other kind of local infrastructure).

- The Municipal Bonds Coalition of America is watching this closely, given the implications.

- If you recall, an policy and legislative effort is underway to reduce tax RATES. In order to get down to 25% personal and 25% corporate rates, scores of tax code provisions have to be eliminated including a very real threat to the financial integrity of municipal bonds).

House Rules – To Be Changed or Not (A Proxy for Control of the House)

- When McCarthy dropped his bid for the Speakership, he publicly stated that the House R Caucus had become "ungovernable."

- This was, at the time, a stunning (and publicly obvious) admission.

- Within hours and days, the reality of that conflict was openly acknowledged (and a large part of the reason that Ryan resisted the initial efforts to draft him for that position).

- Capitol Hill newspaper, Politico "decoded" McCarthy's declaration key demands to McCarthy were leaked.

- The 40-Member Freedom Caucus prepared a sweeping six-page, 21-point, detailed set of proposed House Rule changes – which were submitted to McCarthy.

- McCarthy was told – the price of their support hinged on his acceptance of the Rules changes advanced by the Freedom Caucus.

- Simply put, if accepted, the Speaker's power would be effectively stripped from the Speakership.

- Absent agreement, the 40-Member Freedom Caucus would NOT support him, throwing the Speakership (and the House itself) into uncontrolled chaos (no one could get to the requisite 218 votes).

- McCarthy refused to seek the Speakership over this (though few understood the "WHY" at the time).

- Ryan told the Freedom Caucus that he would not agree to any changes, but would (a) consider them; and (b) operate a more inclusive process. For now, that's working.

Immediate Legislative Response – Government Shut-Down Averted (again, but only for now)

- At the end of September a short-term CR was enacted for the entirety of the Federal Government. A threatened shut-down was averted.

- Enactment, the last week of October, of a bill amending the debit limit accomplished the same thing. A threatened shut-down was averted.

- The enacted CR is a short-term funding "fix" that extends only to December 11. All 12 funding bills will have to be enacted (or subject to another CR) at that time. It will be Ryan's first "test" as Speaker.

- In the Senate, Senator (and presidential candidate) Rand Paul, publicly declared that he would return to Washington and filibuster the funding package negotiated by Speaker Boehner and Senate Majority Leader (and fellow KY senator), Mitch McConnell. McConnell, in no mood for a shut down, blocked the effort and, in the end, it fizzled out rather quickly.

Water/Weather/Drought

Water/Drought – Senate Action on Boxer-Feinstein Drought Bill

- Senate Energy Committee drought hearing occurred on October 8. Senators Boxer and Feinstein testified. Rep. David Valadao testified on behalf of the House bill. Hearing was predictable and relatively low-key. Murkowski repeatedly urged all parties to work together.

- Witness list was very limited, however Jeff Kightlinger, MWD testified and so did a Valley representative. Other, non-Californians appeared as well.

- A markup in the Senate could occur in November, but that remains unclear. This was reported this last month as a target – a maybe, and little changed as October came to a close.

- Discussions with Members, House and Senate offices and Committees indicate that, to date, little or no progress has been made.

- Senator Murkowski, Chair, Senate Energy Committee, previously indicated that a California drought bill will be incorporated into a larger, west-wide drought bill. However, even though no such bill is circulating at this time either some reps insist that the bill will be marked up before Thanksgiving. I will be surprised.

El Nino

- Last month – and months prior – I reported on "El Nino is Coming, El Nino is Coming..." The report is unchanged. All scientific and technical reports affirm the El Nino condition. The first storms are now forming and beginning to hit – in both Southern and Northern CA.

- Last month's report – and the Month Prior – Questions. "*El Nino stories from NASA, the Weather Service and academics who track such events are now appearing daily in print and e-media and are reporting this EL Nino to be one of the strongest formations ever is building in the Pacific in years. Questions remain. Is this a "drought-buster OR a flood-inducer? Will precipitation from storms have a chance to permeate the dry landscape, OR instead, become huge "gully-washers?" Where will the storm hit? Most reports and indications are that Southern California will receive the brunt of an El Nino. What about Northern California? Will it come as rain OR reach the higher elevations as snow? And, will any of this precip carry over to the Colorado River Basin? Within the IEUA service area, if flooding occurs, there will be concerns about the ability to capture and recharge as much water as possible and limit conflicts with the Chino Dairies. Right now, there are more questions than answers. IEUA should be coordinating with SAWPA, the Corps and local governments if flooding occurs or to manage it if/when it comes.*"

- The critical unanswered questions – how far "up the map" with El Nino hit (i.e. doe it extend to Northern California; and if so, does the precip come down as rain or snow?). Does California get any snow-pack from this storm system and if so, how much? The answer to those questions not only impact 2016, but 2017 as well.

Unanticipated Drought-Related Federal Tax Issue

- ***Unintended Consequences of Meeting Governor's Drought Orders***. Reduce water consumption – pull grass policy.

- ***Pull Lawns, Get MWD Grants – Owe Taxes on the Grant***. Turns out, if one owned a home or property AND if one received a lawn removal grant, then the amount of that grant is "taxable income." In some cases, the numbers turn out to be significant.

- ***MWD-Led Effort to Eliminate Tax on Rebates***. The Energy Policy Act of 1992 contains a provision the energy savings are exempt from taxes. With that Act as precedient, MWD is presently in discussions with the Senate Finance Committee, other groups and Treasury to resolve this problem.

IEUA Washington Trip and Meetings

- ***IEUA Delegation – and Meetings***. Director Steve Elie, General Manager Joe Grindstaff and Director of External Affairs, Kathy Besser came to Washington for three days of meetings with the IEUA congressional delegation, House Natural Resources Committee (Water and Power Subcommittee), the US Department of the Interior, State of California, ACWA, and WateReuse Association.

- Discussions at all meeting focused on water recycling, program funding, and the drought bill provisions impacting Title XVI and the recycling program.

- During these meetings, IEUA asked the US Department of the Interior to review and reconsider its previous decision to reject a IEUA-Cucamonga Valley Water District water

recycling proposal based on what IEUA believes is a misinterpretation of the situation. That DOI/BuRec review remains underway.

Drought Status – CA and Rest of the West

- ***Drought Conditions – California.*** An all but identical report from last few months. At the end of September, all 58 California Counties remained in various levels of drought. According to the NOAA/USDA's well-visited Drought Monitor web site, 100% of California remains is in various levels of drought and the Monitor's weekly update reported that more than 90% of the entire State was in severe, extreme or exceptional drought. This condition has remained static for months.

- ***Drought Conditions – Rest of the West.*** This map is shifting – in part. Coastal states (CA, OR, and WA plus NV) remain in severe drought. Same with Idaho and western Montana. Drought is subsiding in UT and Arizona. The middle part of the West – Eastern Montana, Wyoming, Colorado, the Dakotas, Kansas, Nebraska and Oklahoma, most of NM and almost all of Texas are largely drought free at this time. Texas received significant precip (aftermath of Hurricane Patricia coming up from Mexico.

Looking Into November

- Speaker Ryan settles in.

- Ways and Means Chair to be selected. Subcommittees could be impacted – and chairmanships changed as well.

- Legislative Washington begins to return to a (new) sense of normal.

- Drought legislation continues to be watched – markup timing remains uncertain.

- As 2015 winds down and 2016 approaches – yes, we're in the middle of a Presidential race and it impacts everything.

INFORMATION ITEM 2C

CALIFORNIA STRATEGIES, LLC

Date: October 30, 2015

To: Inland Empire Utilities Agency

From: John Withers, Jim Brulte

Re: October Activity Report

Listed below is the California Strategies, LLC monthly activity report. Please feel free to call us if you have any questions or would like to receive any more information on any of the items mentioned below.

- Met with IEUA Executive Management Team to review priority issues and to discuss activities for October that they wanted accomplished. Specifically discussed concept of Water Governance Committee.
- Participated in discussions with staffs of San Bernardino and IEUA to discuss coordination of County and District legislative and public policy issue agendas that Executive Staff wanted.
- Received the recently released LAFCO report and updated strategy and approach to MSR including references to Lafco consultants
- Discussed County flood control and IEUA issues.
- Continue to monitor statewide water issues including the BDCP, water bond, and drought relief act activites.
- Outreach to Board Directors as needed on issues of interest
- Monitor Santa Ana Regional Board agenda and issues of interest to IEUA.

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Public, Legislative Affairs, and Water Resources Committee

INFORMATION ITEM 2D

Bill/ Author	Subject	Status	Description	IEUA Position	Notes
AB 143 Stone (R)	Diamond Valley Reservoir: recreational use.	2-Year Bill	Would exempt prohibition recreational activity in which there is bodily contact with water by any participant in the Diamond Valley Reservoir.	Oppose	Bill was made a two-year bill.
SB 75 Budget Committee	Emergency Drought Appropriations	Held in Assembly	Emergency Drought Expenditures	Support	The Emergency Drought bills were passed in separate vehicles, ABs 91 & 92, contained the same language as SB 75
AB 888 Bloom (D)	Plastic Microbeads	Signed by Governor	Would prohibit, on and after January 1, 2020, a person, as defined, from selling or offering for promotional purposes in this state a personal care product containing plastic microbeads that are used to exfoliate or cleanse in a rinse-off product	Support	
SB 385- Hueso (D)	Hexavalent Chromium	Signed by Governor	Would authorize, until January 1, 2020, the State Water Resources Control Board, at the request of a public water system that prepares and submits a compliance plan to the state board, to grant a period of time to achieve compliance with the primary drinking water standard for hexavalent chromium by approving the compliance plan	Support	ACWA Sponsored
SB 471- Pavley (D)	Water Energy Nexus	2- Year Bill	Would include reduction of greenhouse gas emissions associated with water treatment among the investments that are eligible for funding from the Greenhouse Gas Reduction Fund. The bill would also make legislative findings and declarations, and a statement of legislative intent, with regard to the nexus between water and energy and water and reduction of greenhouse gas emissions.	Support	

Public, Legislative Affairs, and Water Resources Committee

INFORMATION ITEM 2E

Federal Legislation of Significance Matrix

Bill Number	Sponsor	Summary	Status
H.R.1314	Former Speaker John Boehner (amendment)	The bipartisan budget agreement suspends the debt ceiling through March of 2017, and provides $40 billion in relief from the Budget Control Act caps for defense and domestic spending in Fiscal Years 2016 and 2017.	The bipartisan budget agreement has passed both the House and Senate. President Obama has indicated he will sign the legislation into law once it reaches his desk.
S.1894	Sen. Dianne Feinstein	Feinstein introduced legislation in the final days of the month to combat drought in California. Specifically for IEUA, it contains a title on recycled water. It also removed the requirement for Congress to authorize Title XVI projects.	First Legislative Committee Hearing was held in early October. Staff from the Senate Energy and Natural Resources Committee and the House Natural Resources Committee are attempting to preconference a bill with compromise language between the Senate and House drought bills, but proposals are not being traded back and forth. Additionally, a compromise bill is expected to be West-wide, not just include California. A markup could come as early as November, but it is more likely that it would come in December with consideration on the floor in early 2016.
H.R.2898	Rep. David Valadao	Western Drought Legislation introduced by California House Republicans that would ease environmental regulations provide for easier permitting for water storage projects.	Passed the House. First Senate Legislative Committee Hearing was held in early October. Staff from the Senate Energy and Natural Resources Committee and the House Natural Resources Committee are attempting to preconference a bill with compromise language between the Senate and House drought bills, but proposals are not being traded back and forth. Additionally, a compromise bill is expected to be West-wide, not just include California. A markup could come as early as November, but it is more likely that it would come in December with consideration on the floor in early 2016.
S.1140	Senator John Barrasso	Requires the Secretary of the Army and the Administrator of the	Introduced and reported favorably by the Environment and Public Works Committee for consideration by the Senate.

		Environmental Protection Agency to propose a regulation revising the definition of the term "waters of the United States".	The Senate is expected to consider the bill the first week of November.
H.R.1732	Rep. Bill Shuster	Requires the Secretary of the Army and the Administrator of the Environmental Protection Agency to withdraw their existing proposed rule regarding the waters of the United States and propose a new rule with additional stakeholder feedback.	This bill has passed the House. The Senate is currently considering their own version (mentioned above).
H.R. 2028 / S.____	House and Senate Appropriations Committees	Energy and Water Appropriations Bills for FY16. The Senate bill contains an additional $50 million for "Western Drought Relief" like last year's bill. That money was used primarily for recycled water projects.	Both the House and Senate Committees have cleared their annual appropriations bills, but only the House has passed its version. With the CR set to expire on December 11th, Congress will have to pass either full-year funding bills or another continuing resolution. We are watching for a two year deal to develop that could increase the budget caps, and therefore potentially made additional funding available for drought mitigation projects.
n/a	Possible Omnibus Appropriations Package	Monitoring the potential development of an omnibus appropriations package that would use the "new" budget numbers with additional funding negotiated in the bipartisan budget agreement.	Staff from the House and Senate Appropriations Committees have already started to meet to discuss creating an omnibus package. While we expect work will take place at the committee level this month—including distributing the subcommittee allocations—we anticipate that Congress will wait until early December to move an omnibus package. The current continuing resolution expires on December 11

Public, Legislative Affairs, and Water Resources Committee

INFORMATION ITEM 2F

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Date: November 18, 2015

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee *(11/11/15)*

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager

Sylvie Lee
Manager of Planning and Environmental Resources

Subject: FY 2014/15 IEUA Annual Water-Use Efficiency Programs Report

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RECOMMENDATION

This is an informational item for the Board of Directors to receive and file.

BACKGROUND

Each year, Inland Empire Utilities Agency (IEUA/Agency) prepares a comprehensive water-use efficiency report which captures all of the activities from the past fiscal year. This report tracks the progress that has been made toward the goals and objectives set forth in the Agency's long-term Water-Use Efficiency Business Plan. Member agencies receive service area specific activity and data, which provides the foundation for regulatory compliance with State water-use efficiency statutes and Best Management Practices. In addition, the report serves as a guide for developing the next year's annual budget and evaluates the overall program performances.

Currently, the Agency offers a portfolio of water-use efficiency programs which focus on enhanced efforts to improve landscape management and reduce outdoor water use. Last fiscal year, there were approximately 85,004 water saving technologies/services implemented throughout the service area, which include some of the following:

- ✓ Residential Turf Removal
- ✓ Commercial, Public Sector & HOA Turf Removal
- ✓ Landscape Installation and Retrofit Programs
- ✓ High Efficiency Sprinkler Nozzle Voucher Program

- ✓ Landscape Evaluations and Consultations
- ✓ Weather Based Irrigation Controller Rebates
- ✓ High Efficiency Toilet Rebates
- ✓ High Efficiency Clothes Washer Rebates

The water savings achieved through these regional demand reduction activities is estimated to be 1,196 acre-feet per year, with an average lifetime savings of 10,484 acre-feet. This new water savings is in addition to IEUA's cumulative lifetime water savings of 112,467 acre-feet for all water conserving activities since 1992.

Water-use efficiency and conservation are key fundamentals of the Agency's long-term water resource management strategy. Policies and practices are shaped largely by core strategies and programs designed to meet the requirements of the following initiatives:

- Statewide Mandatory Reduction Target
- 2015 Emergency Drought Regulations
- Governor's Executive Order
- SBX 7-7 - The Water Conservation Act of 2009 (the legislation sets an overall goal of reducing per capita urban water use by 20% by December 31, 2020)
- Assembly Bill 1420 - Mandatory Demand Management Measures Statute
- Assembly Bill 1881 - Enforcement of local water efficient landscape ordinances
- The California Urban Water Conservation Council's Best Management Practices
- State grant and loan eligibility requirements
- Future water use efficiency legislation and regulation

The sustained reduction in water use, as mandated by state legislation, will be met through IEUA's member agency regional alliance and the Agency's continued commitment to implement innovative water-use efficiency programs that create market transformations. The programs support our member agencies compliance with State statutes and the California Urban Water Conservation Council Best Management Practices. Many of these programs have been made possible through funding partnerships with local agencies, including the Metropolitan Water District of Southern California, the Department of Water Resources, the U.S. Bureau of Reclamation, and public/private partnerships.

These Programs are consistent with the Agency's Business Goal of increasing *Water Reliability* by promoting water use efficiency and education to enhance water supplies within the region; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

The complete FY 14/15 Annual Water Use Efficiency Programs Report can be located on the Agency website at the following link: http://www.ieua.org/fy-2014-2015-ieuas-regional-water-use-efficiency-program-report/.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

Annual Water Use Efficiency Programs Report FY 2014-15

Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Annual Programs Summary

* 85,004 water saving technologies/services implemented
* Approximately 1,196 *AF* of annual water savings from water use efficiency activities
* Projected lifetime water savings: 10,484 AF
* Total Conservation Program Funding (FY 2014-2015)
  - Outside sources: $3,806,226
  - Agency funding: $1,640,341
  - Imported Tier II ($725) avoided cost: $867,100
  - Water Use Efficiency Programmatic Cost Per AF: $156

Regional Priorities

* Statewide Mandatory Reduction Targets
* 2015 Emergency Drought Regulations
* Governor's Executive Order
* IEUA's Regional Water Use Efficiency Business Plan
* Senate Bill X7-7 - The Water Conservation Act of 2009
* Assembly Bill 1420-Demand Management Measures
* California Urban Water Conservation Council MOU
* Maintain state grant and loan eligibility (IEUA & members)
* Compliance with future WUE legislation and regulations

Regional SBX 7-7 Compliance

Year	Actual GPCD	WUE	RW	Reported GPCD*
UWMP 2010 Baseline				*251*
2010	220	1	10	209
2011	208	1	12	195
2012	219	2	15	202
2013	228	2	18	208
2014**	234	2	21	211
UWMP 2015 Target				*226*
2015**	218	3	21	194
UWMP 2020 Target				*201*
2020**	223	6	35	182

*Compliance through IEUA/Member Agency Regional Alliance
**Projection: 2015 and 2020 based upon 3-yr average of 2011-2013
Note - Targets were developed using a baseline period of 1998-2008

FY 2014-2015
Water Use Efficiency Programs

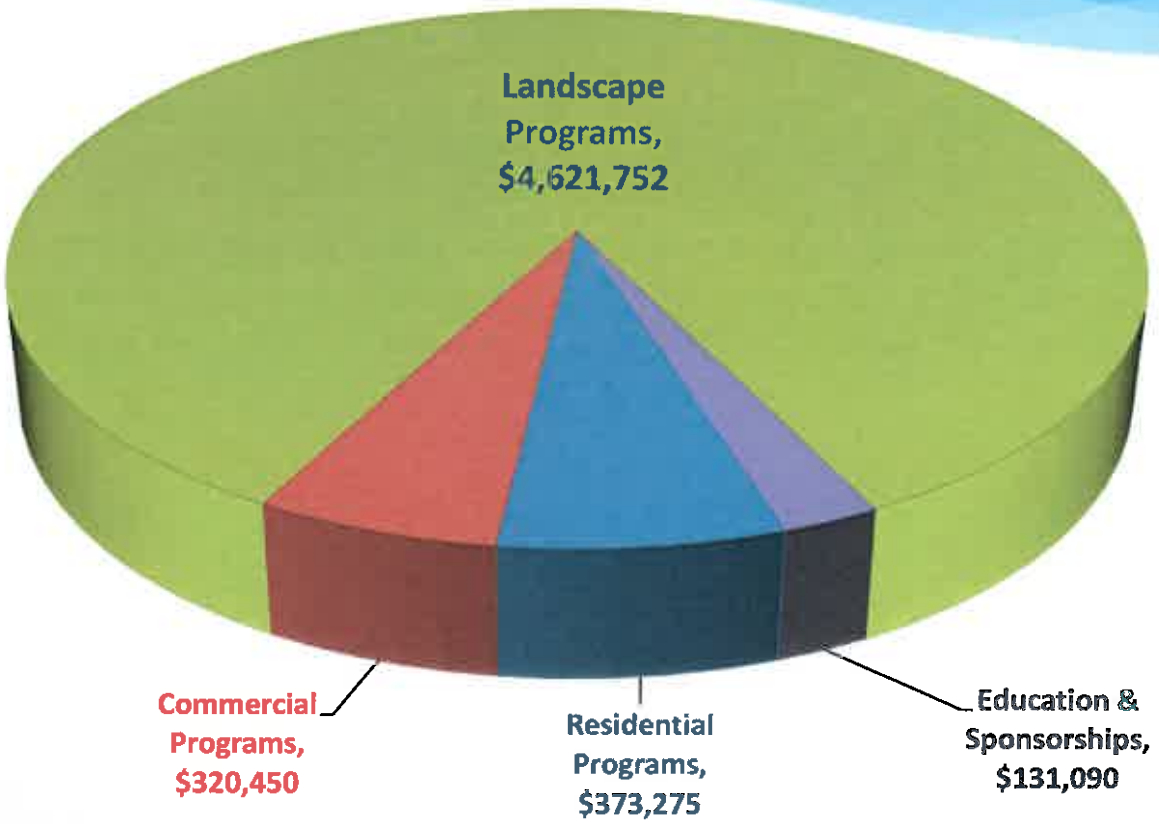
* Landscape Transformation Program (Turf Removal)
  - Completed 140 sites-removed 125,661 square feet of lawn
* Freesprinklernozzles.com Voucher Program
  - Residential & Commercial Customers (1,733 vouchers, 47,162 HE nozzles)
* IEUA Residential Landscape Retrofit Program
  - 249 site retrofits; 379 weather-based controllers; 5,117 HE nozzles
* Regional Landscape Evaluation and Audit Program (LEAP)
  - 154 Residential – 85 Commercial
* Residential, Commercial, Institutional, & Industrial Rebates/Device
  - 37,214 residential and commercial rebates

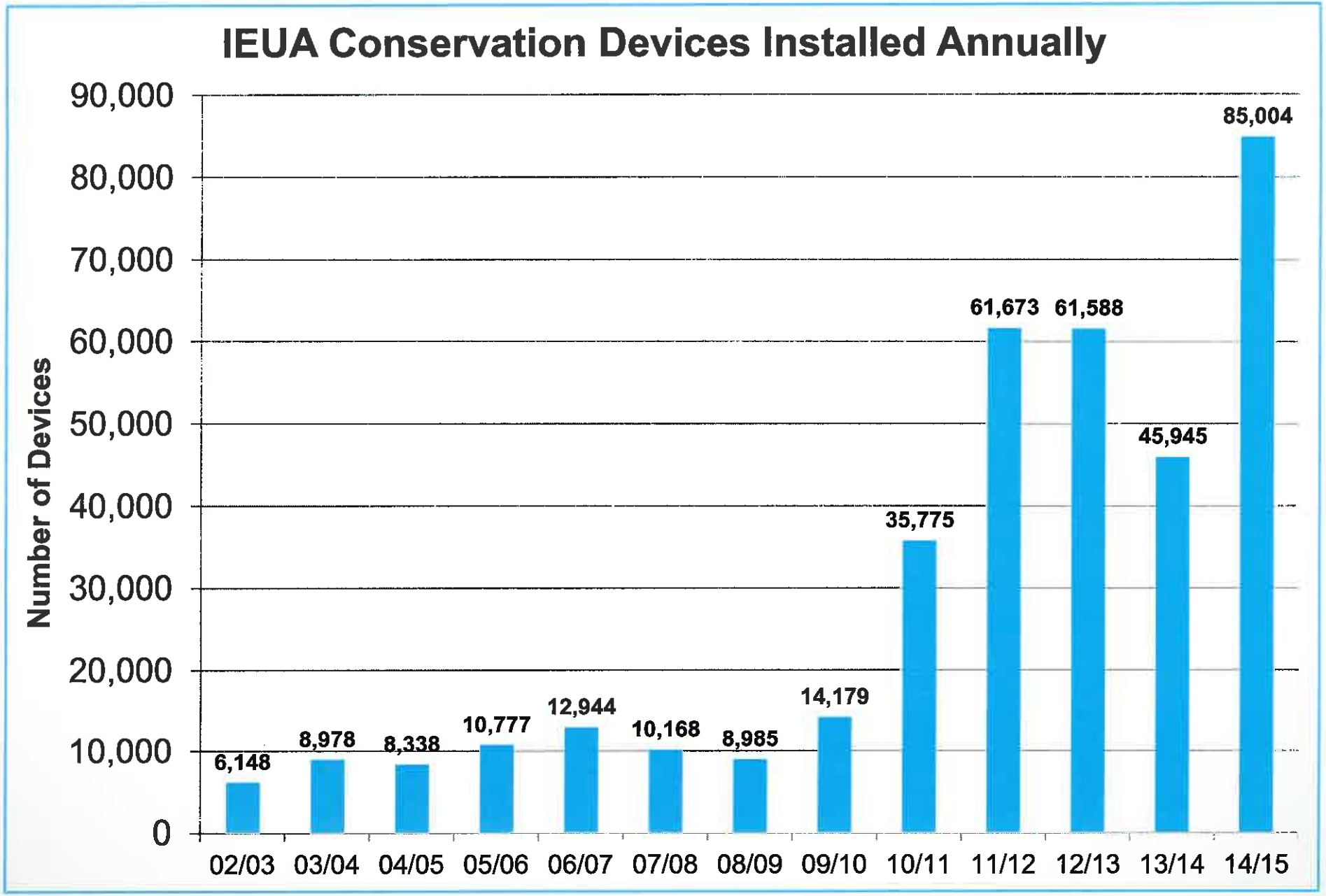
FY 2014-2015
Education & Outreach

* IEUA Regional Landscape Training Workshops
  - 26 residential courses conducted throughout IEUA's service areas
* National Theatre for Children
  - 51 Theater Performances – 27,797 K-6 students, teachers & parents reached
* Shows That Teach
  - 13 Theater Performances – 4,888 K-6 students, teachers & parents reached
* Garden-In-Every School
  - 3 new Gardens Installed – 872 students, teachers, and parents reached (Chino, Chino Hills, Fontana)
* Water Saving Garden Friendly Program
  - Home Depot Events - Rancho Cucamonga, Fontana, Chino

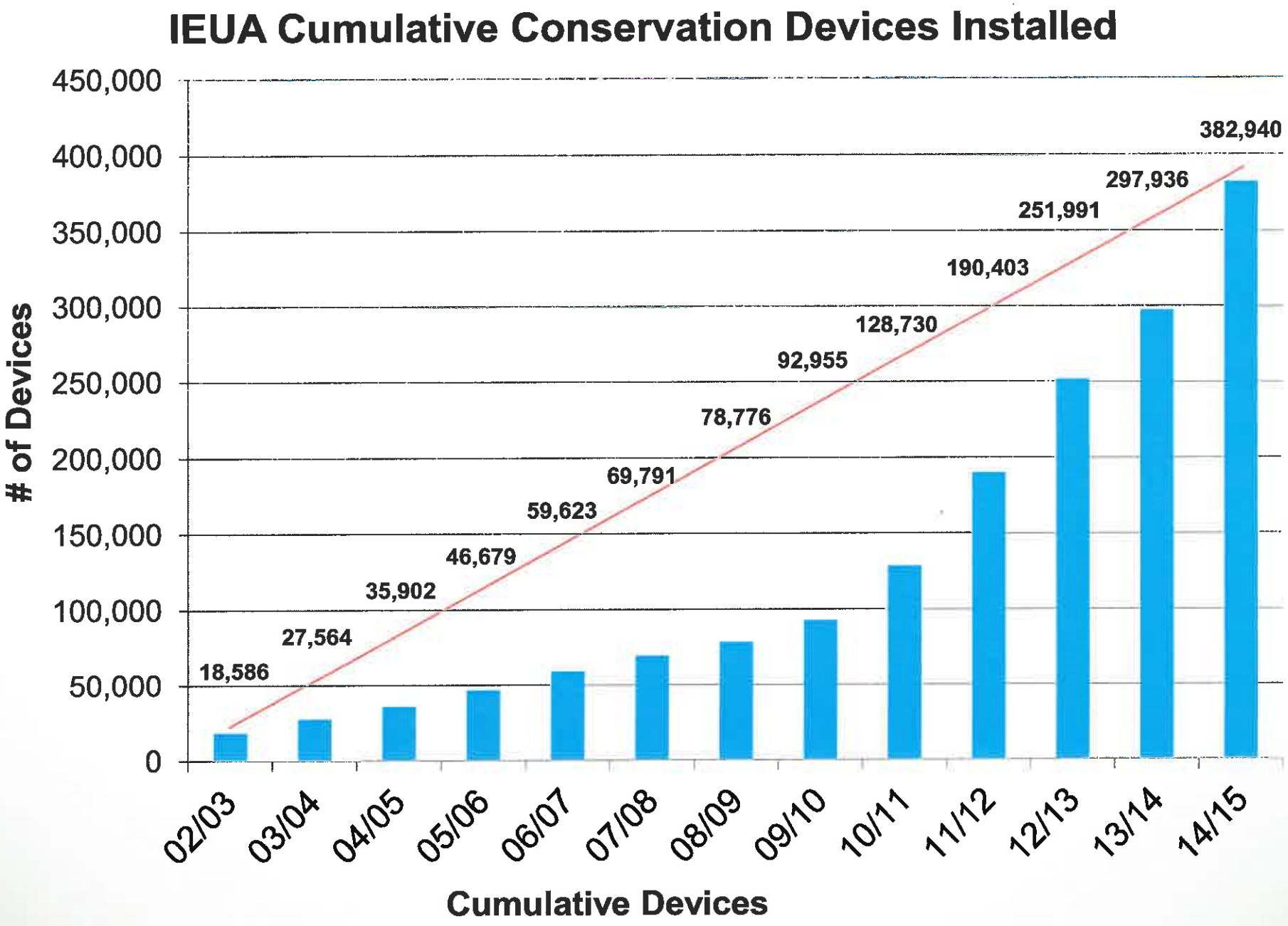
FY 2014-2015 WUE Programs

For every $1 invested, IEUA received $3 in outside funding





Note: Of the 85,000 devices, 77,972 represent high efficiency nozzles.


IEUA Cumulative Conservation Devices Installed
450,000
400,000
350,000
300,000
250,000
200,000
150,000
100,000
50,000
0
# of Devices
18,586
27,564
35,902
46,679
59,623
69,791
78,776
92,955
128,730
190,403
251,991
297,936
382,940
02/03
03/04
04/05
05/06
06/07
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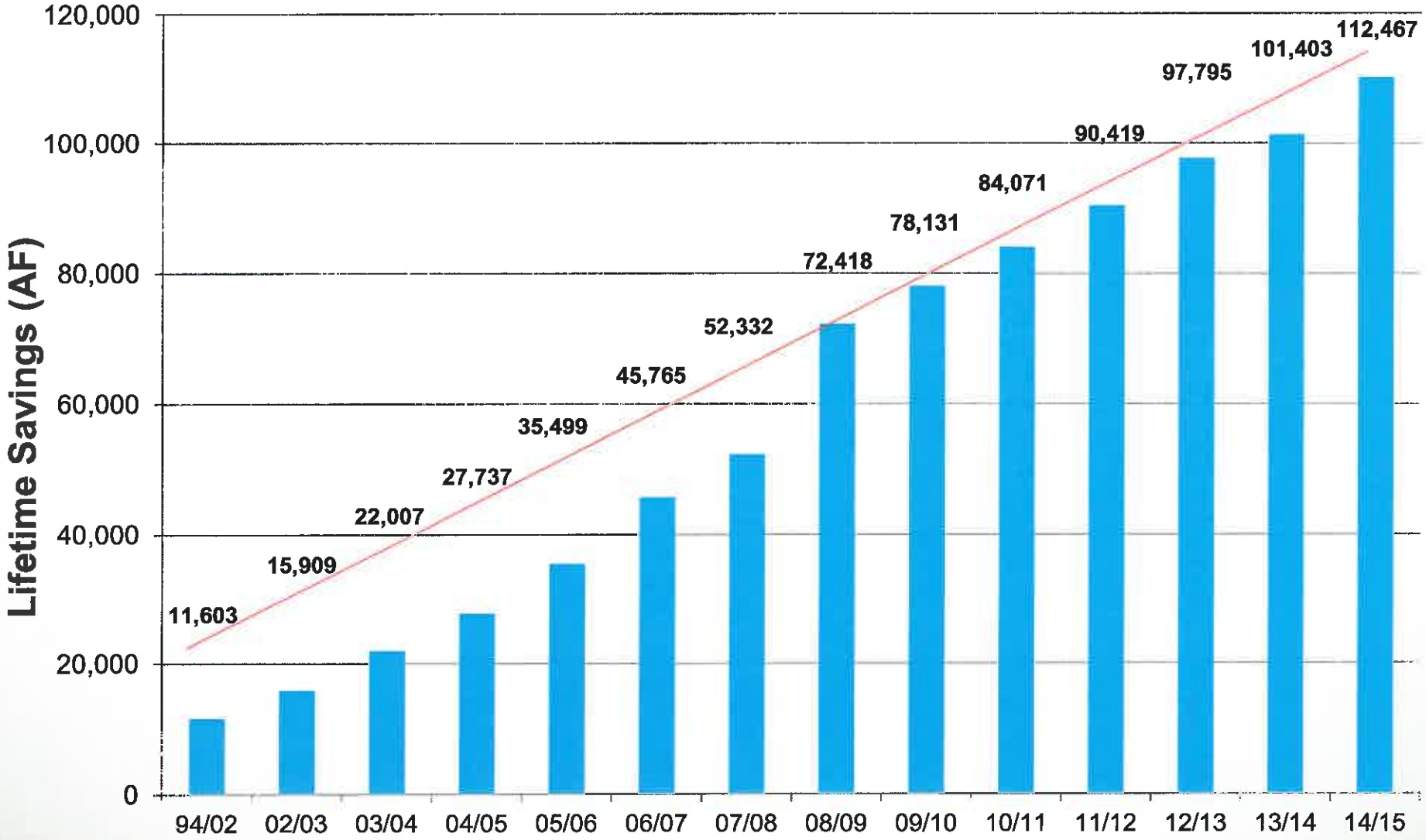
13/14
14/15
Cumulative Devices

IEUA Lifetime Water Savings From Regional Conservation Programs (AF)



Water Use Efficiency Update FY 2015-16

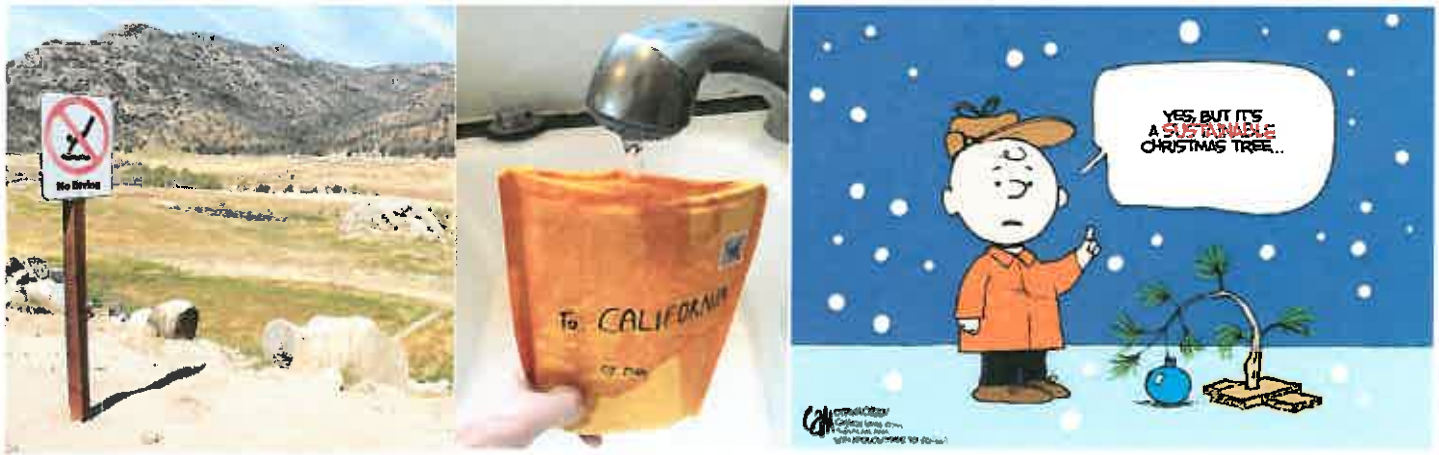
Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Water Use Efficiency Programs Update FY 15-16

* MWD Turf Removal Program Status (Residential/CII)
* Total Home Pressure Regulation Program (New)
* Additional IEUA Supplemental Funding for Commercial, Institutional, & Industrial Rebates
* Additional IEUA Supplemental Funding for Public Agency Landscape Program
* Residential Smart Controller Installation Program (New)
  - Mandatory Class Attendance
  - Landscape Evaluation
  - Retrofit

Discussion



Consistent with Agency's Business Goal of increasing Water Reliability by promoting water use efficiency and education to enhance water supplies within the region

Public, Legislative Affairs, and Water Resources Committee

INFORMATION ITEM 2G

Water Connection Fee Update

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

November 2015

Water Connection Fee

What is it

* One-time fee for all new or upsized meter connections to a water distribution system

Meters Subject to Fee

* Potable
* Recycled
* Landscape

Meters Exempt from Fee

* Temporary service
* Fire service
* Parallel service

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Water Connection Fee

Individual Water Agency meetings since July 2015

* Tracking and documentation
* Payment of fees

Next Steps

* Fact sheet for developers
* Database
* Website for FAQs and fee calculator
* Meter fee collection office

Effective Date: January 1, 2016

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Questions?

Consistent with the Agency's business goal of Fiscal Responsibility by adopting rates that fully meet cost of service for key Agency programs.

INFORMATION ITEM 2H

1st Quarter Planning & Environmental Compliance Update

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

November 2015

Pretreatment & Source Control

Regional System

- Local Limits Study Submitted to RWQCB in Aug. 2015
- Recommended keeping 6 local limits (Cr, Cu, Pb, Ni, Zn, TDS)
- Remove local limits for Cd and CN
- IEUA NPDES Permit reissued Oct. '15 included new limits for:
  - Cadmium (RP-1)
  - Dioxin (RP-5)
- Source identification for Dioxin
- Submit amended report

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Pretreatment & Source Control

North NRWS

* Wastewater Disposal Agreement
* 38 industries
* Industry Capacity Allocation
  * 18 exceeded allocation
  * 9 exceeded historical maximum

South Brine Line

* Capacity lease/loan pool agreement
* SAWPA Remedial Plan follow-up audit
* OCSD Ordinance & Local Limits revision
* Marketing video and brochure

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Pretreatment & Source Control

	NRWS	IEBL	Regional
Permitted Industries	39	12	25
Enforcement Actions	38	11	31
Significant Non-Compliance	5	1	5
Permits Issued/Renewed	3	9	25
Permits Voided/Revoked	6	0	0

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Regulatory Compliance Update

RWQCB

- All facilities – 100% compliance
- Reproduction toxicity at RP-1
- Facility inspections of RP-5 & CCWRF

AQMD

- Notice of violation for RP-5
- Facility inspections of RP-5, RP-1 & RP-4

SWRCB – DDW

- CDA1
- GWR – Total nitrogen at RP-3 basin

Planning

Prado Basin Adaptive Management Plan

* AMP report being finalized, scheduling PHS committee review meeting

Santa Ana River Habitat Conservation Plan

* Phase 1 Completed
* Phase 2 Hydraulic Impact Modeling - Completion by January 2016

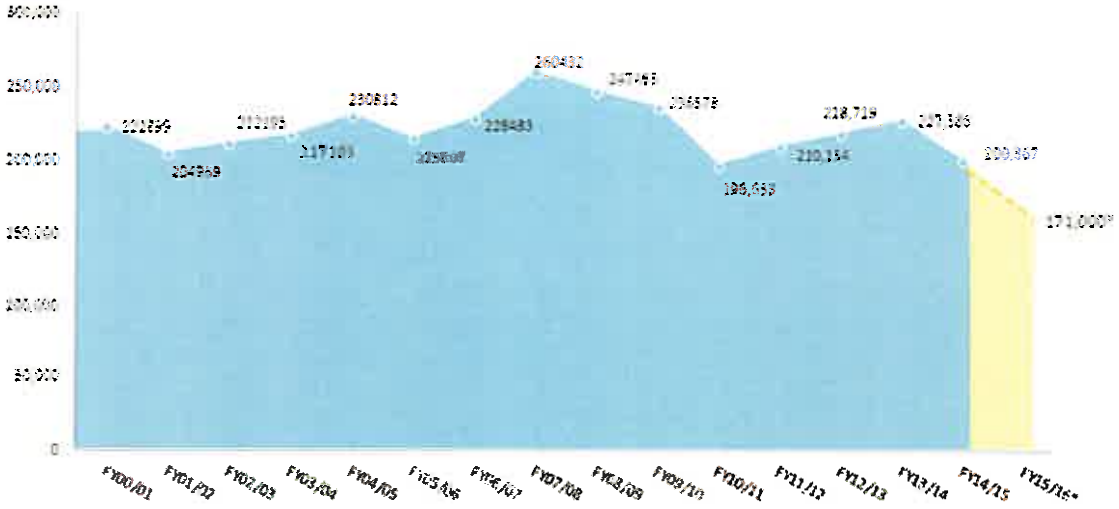
Integrated Resources Plan Phase 1

- ✓ **Completed Tasks:**
  - ✓ Develop IRP goals with stakeholders
  - ✓ Complete baseline water demand forecasts and uncertainty analysis
  - ✓ Performed climate change "stress test" on regional supply strategies
  - ✓ Presenting recommended strategy to Policy November 4
- **February 2016: Draft IRP**
- **March 2016: IRP Phase 2**

Water Resources Activities

FY14/15 Annual Water Production Report

- Imported water purchases decreased by 12%
- Groundwater production decreased 15%



*projection for FY 15/16 based on 25% reduction from FY 13/14

Note: Total Water Use Data includes imported water, surface water, groundwater, recycled and desalter production. Excludes IEUA groundwater recharge

Water Resources Activities

Water Supply Allocation Plan (WSAP)

- Tier 1 allocation effective July 1, 2015 - June 30, 2016
- Sales through August 2014:
  - **CVWD: 26,569 AF** (Cumulative sales of 2,234.6 AF, 8% of WSAP Allocation)
  - **WFA: 27,406 AF** (Cumulative sales of 2,906.4, 11% of WSAP Allocation)
  - **FWC: 7,293 AF** (Cumulative sales of 1,602.3AF, 22% of WSAP Allocation)

Water Resources Activities

MWD Foundational Actions Programs

State Drought Emergency Water Conservation

DWR/SAWPA Prop. 84 Drought Grant

The projects completed by the Planning & Environmental Resources Department for the first quarter meets the Agency's Business Goals of Fiscal Responsibility, Water Reliability, Wastewater Management and Environmental Stewardship

Public, Legislative Affairs, and Water Resources Committee

INFORMATION ITEM 2I

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Date: November 18, 2015

Through: Engineering, Operations & Biosolids Management Committee *(11/11/15)*
Public, Legislative Affairs & Water Resources Committee *(11/11/15)*

To: The Honorable Board of Directors

From: P. Joseph Grindstaff
General Manager

Chris Berch
Executive Manager of Engineering/Assistant General Manager

Submitted by: Sylvie Lee
Manager of Planning & Environmental Resources

Subject: Annual Recycled Water Report for Fiscal Year 2014/15

RECOMMENDATION

This is an informational item for the Board of Directors to review.

BACKGROUND

The 2014/15 Recycled Water Annual Report for the Inland Empire Utilities Agency (IEUA) recycled water program provides annual delivery data by IEUA retail member agencies, by usage types, and by customers. The 2014/15 covers the IEUA fiscal year of July 2014 to June 2015. The report also provides summaries of the program history, describes recent construction, and gives an overview of the IEUA treatment plants. The report includes appendices of water quality compliance data for IEUA water recycling plants and lists individual customer uses.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

Inland Empire Utilities Agency
2014/15 RECYCLED WATER ANNUAL REPORT

Water Smart
Thinking in Terms of Tomorrow

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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FIGURES

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APPENDICES

INTRODUCTION

The 2014/15 Recycled Water Annual Report for the Inland Empire Utilities Agency (IEUA) recycled water program provides annual delivery data by IEUA retail member agencies, by usage type, and by customers. The 2014/15 covers IEUA's fiscal year of July 2014 to June 2015. The report also provides summaries of the program history, describes recent construction, and gives an overview of the IEUA treatment plants. IEUA provides wastewater treatment for its seven member agencies: the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Upland and Cucamonga Valley Water District. Recycled water from the treatment process is generated and delivered for use in the IEUA service area to retail water agencies. IEUA owns and operates five wastewater recycling facilities that serve over 850,000 people. Figure 1 shows the IEUA service area, its member agencies, and the locations of IEUA's five treatment plants. Of the five plants, four produce tertiary-treated, Title 22-quality recycled water. The general layout and capacities of the water recycling plants are discussed later in the report. The 2014 recycled water monitoring and compliance data for the five facilities are provided in Appendices A and B.

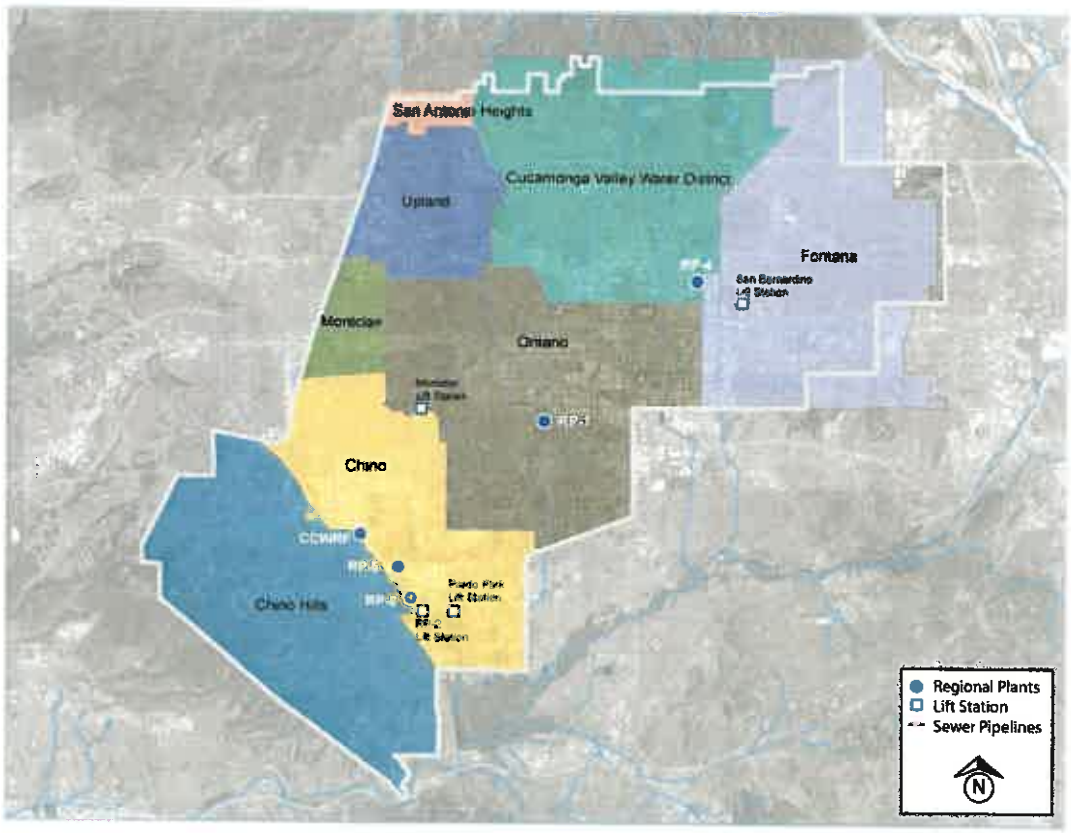

Figure 1 - IEUA Service Area

DEMANDS

During the 2014/15, the average recycled water supply from IEUA's facilities was approximately 50.8 million gallons per day (MGD), or 56,823 acre-feet per year (AFY). Groundwater recharge usage was 10,840 AFY and direct usage was 22,580 AFY. Total recycled water demands during 2014/15 were 33,420 acre-feet (AF), a decrease by 13 percent from the previous fiscal year. Recharge was down 20% and direct use was down 8%. The recycled water delivery volumes of direct use and groundwater recharge can vary seasonally and annually based on a variety of factors (e.g. the rainfall intensity, rainfall duration, and recharge basin maintenance activities). Figure 2 shows IEUA's historical direct use and groundwater recharge of recycled water for the past 10 years.

Recycled water demands for direct use and recharge purposes were approximately 59 percent of the available supply. During the peak summer months (July through September), the recycled water demand was 81 to 84 percent of the available supply.

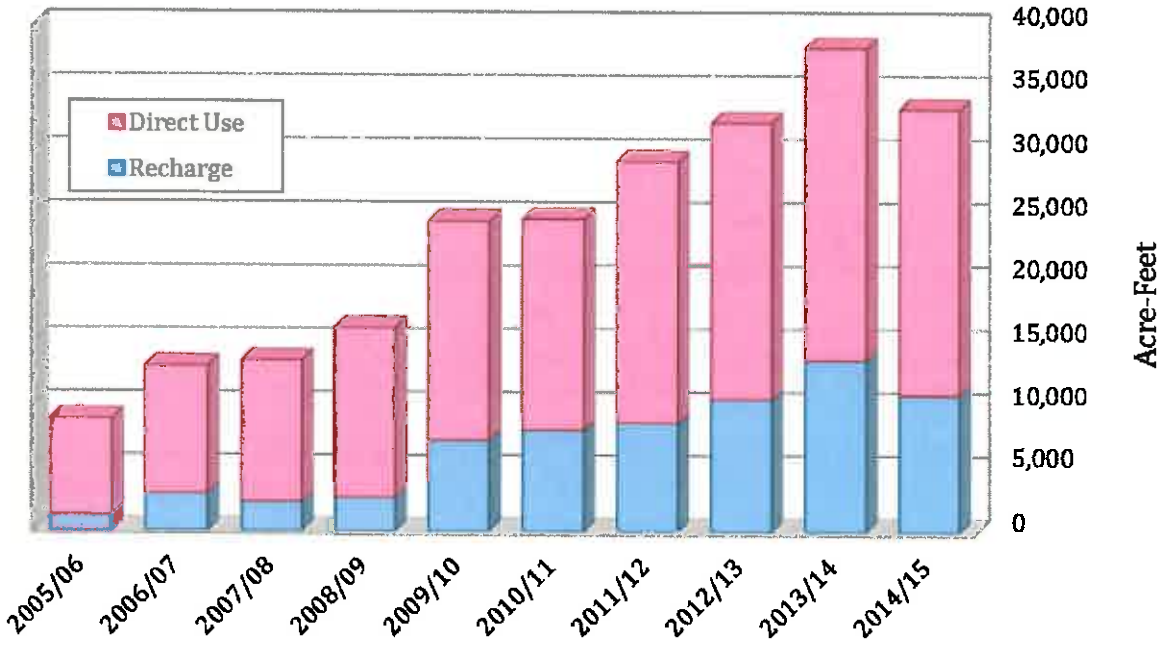

Figure 2 - Annual Direct Use and Groundwater Recharge

USE TYPE DEMANDS

Delivered recycled water was beneficially reused for a variety of applications including landscape irrigation, agricultural irrigation, industrial process water, groundwater recharge and construction. Table 1 and Figure 3 show the 2014/15 recycled water demand by use type.

Table 1 - Recycled Water Demand by Use Type

Type of Use	2014/15 Demand (AF)	Percent of Demand
Recharge	10,840	32%
Agriculture	10,675	32%
Landscape	10,161	30%
Industrial	1,360	4%
Construction	383	1%
Total Demand	**33,420**	**100%**

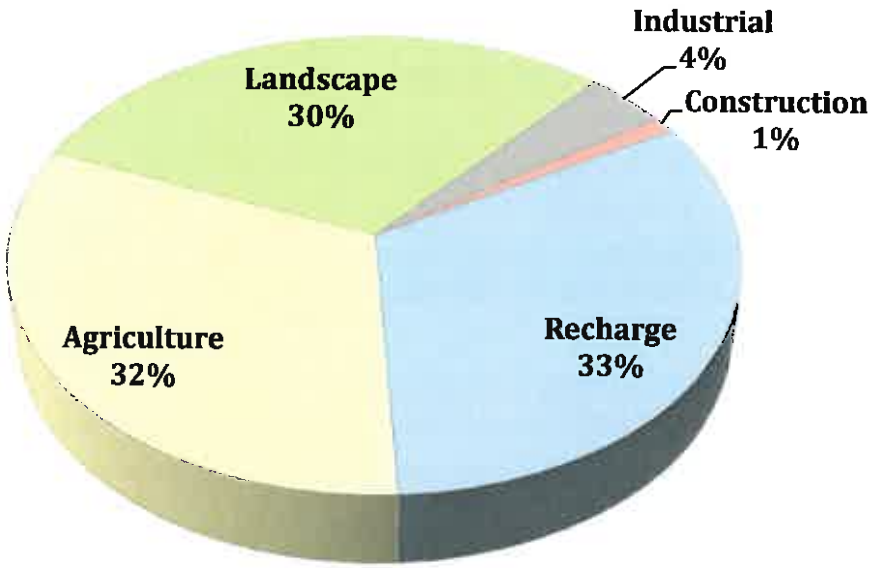

Figure 3 – Recycled Water Demand by Use Type

RETAIL DEMANDS

IEUA is the wholesale recycled water provider to its member agencies, who in turn are the retail agencies that directly serve its customers. IEUA member agencies which served recycled water in 2014/15 include:

- City of Chino,
- City of Chino Hills,
- City of Ontario,
- Cucamonga Valley Water District (CVWD),
- Monte Vista Water District (MVWD), and
- City of Upland

Monte Vista Water District (MVWD) and Fontana Water Company (FWC) are the water retailers in the Cities of Montclair and Fontana, respectively, but are not IEUA member agencies. MVWD and FWC obtain and retail recycled water from their overlying Cities which are IEUA member agencies. San Bernardino County is currently a direct customer of IEUA based on long standing historical contracts.

Table 2 and Figure 4 show the recycled water demand by IEUA retail agency. Each retail agency's total includes direct use and an allocation for recycled water groundwater recharge based on IEUA's Regional Sewage Service Contract. Jurupa Community Services District (JCSD), located directly south of Fontana, is not an IEUA member agency yet will receive a recycled water groundwater recharge allocation through 2025 based on a historical agreement between IEUA and JCSD.

Table 2 - Recycled Water Demand by Retail Agency

Retail Agency	Direct Use (AF)	Recharge Allocation (AF)	Agency Total (AF)	Percent of Demand
Chino	8,324	1,076	9,400	28%
Ontario	8,018	2,222	10,240	31%
Chino Hills	1,827	912	2,739	8%
CVWD	1,400	2,405	3,805	11%
San Bernardino County	1,371	0	1,371	4%
IEUA	695	0	695	2%
Upland	636	1,007	1,643	5%
Montclair/MVWD	308	468	776	2%
Fontana/FWC	0	1,927	1,927	6%
JCSD	0	823	823	2%
Subtotal	**22,580**	**10,840**	**33,420**	**100%**

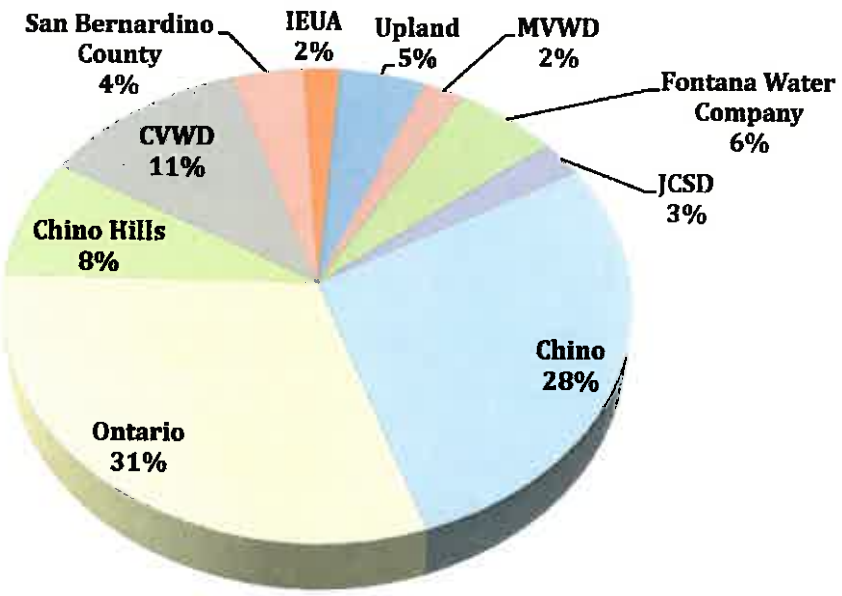

Figure 4 - Recycled Water Demand by Retail Agency

CUSTOMERS DEMANDS

Appendix C lists the recycled water direct use customers for each retail agency and their demands for the fiscal year. Table 3 lists the top ten largest direct reuse customer sites for the fiscal year (excluding groundwater recharge sites). During 2014/15, forty new connections were made to the recycled water system with a total new demand estimated at 855 AFY. Connected new demand is the anticipated annual usage based on land size and previous potable water usage history.

Table 3 - Top 10 Recycled Water Customers for 2014/15

Customer	Use (AF)	Type of Use	Retailer
Lewis Farms	1,338	Agriculture	Ontario
Weststeyn Dairy	898	Agriculture	Chino
El Prado Park	879	Landscape	San Bernardino County
Cal Poly Pomona	832	Agriculture	Chino
Cleveland Farm	793	Agriculture	Ontario
New Indy Ontario	774	Industrial	Ontario
CW Farms	736	Agriculture	Chino
Nyenhius Dairy	701	Agriculture	Chino
Murai Farm	689	Agriculture	Ontario
Whispering Lakes Golf Course	661	Landscape	Ontario
Cleveland Farm	308	Agriculture	Chino
Subtotal	**8,609**		

ECONOMIC AND ENVIRONMENTAL IMPACTS

The 33,420 AF of recycled water used during the fiscal year is the equivalent of the water supply for roughly 66,840 homes. The use of locally produced recycled water reduces the need to pump State Water Project water over the Tehachapi Mountains, an equivalent net energy demand reduction of 2,657 kilowatt-hours (kWh) per AF, and an overall reduction of approximately 79 percent in carbon dioxide emissions.

IEUA's wholesale recycled water rate to its member agencies for 2014/15 was $350/AF for direct usage and $410/AF for recharge. Table 4 lists the IEUA retail agencies' recycled water rates in 2014/15.

HISTORY

Early water recycling efforts in the 1970s by IEUA involved irrigation at the Whispering Lakes Golf Course adjacent to RP-1 in Ontario and at the El Prado Park and Golf Course in Chino. In the 1980s, recycled water continued to be an integral part of IEUA planning with implementation of the CCWRF and RP-4. These two recycling plants were sited specifically at higher elevations to reduce recycled water pumping costs. A backbone recycled water distribution system was installed in Chino and Chino Hills from CCWRF in 1997 and was initially operated by IEUA under Ordinance No. 63. This system was later turned over to the City of Chino and the City of Chino Hills and forms the core of the recycled water distribution network operated by these two cities.

The first major regional pipeline was constructed in 1995 and served the dual purpose of a regional recycled water distribution pipeline and an outfall allowing RP-4 effluent to be discharged with RP-1 effluent in Cucamonga Creek. The RP-4 outfall was designed as a pressurized system so that water could be pumped up from RP-1 to RP-4 as well as flow down in the opposite direction from RP-4 to RP-1 and the creek outfall.

In 1999, IEUA began groundwater recharge with recycled water at Ely Basin. The initial Ely Basin project was followed by the Chino Basin Watermaster's (CBWM) development of the Optimum Basin Management Program (OBMP) and the region's efforts (including IEUA's) to implement the OBMP.

In 2000, the OBMP identified recycled water use as a critical component in drought-proofing and maintaining the region's economic growth. With imported water rates increasing and long-term supply reliability declining, the region committed to aggressively and proactively address regional impacts. The OBMP set the path for the development of a regional recycled water distribution system and a Recycled Water Implementation Plan.

Table 4 – Retail Agency Water Rates for 2014/15

Inland Empire Utilities Agency			
Source	Usage Type	Usage (AF)	FY 2014/15 Rate
Potable Water	Tier 1 Full Service Untreated	AF	$582+$15 Surcharge= $597 per AF
Recycled Water	Direct Delivery	AF	$350.00 per AF
	Groundwater Recharge	AF	$410.00 per AF

City of Chino			
Source	Usage Type	Usage (HCF)	FY 2014/15 Rate
Potable Water	Flat Rate	1	$1.77
Recycled Water	Non-Agricultural	1	$1.24
	Agricultural	1	$0.62

City of Chino Hills				
Source	Zone	Single Family Usage (HCF)	Multi-family Usage (HCF)	FY 2014/15 Rate
Potable Water	Low	Tier 1 (0-12)	Tier 1 (0-7)	$2.28
		Tier 2 (13-30)	Tier 2 (8-20)	$2.60
		Tier 3 (>30)	Tier 3 (>21)	$3.64
	Intermediate	Tier 1 (0-12)	Tier 1 (0-7)	$2.47
		Tier 2 (13-30)	Tier 2 (8-20)	$2.79
		Tier 3 (>30)	Tier 3 (>21)	$3.83
	High	Tier 1 (0-12)	Tier 1 (0-7)	$2.76
		Tier 2 (13-30)	Tier 2 (8-20)	$3.09
		Tier 3 (>30)	Tier 3 (>21)	$4.12
Recycled Water	Low	Flat Rate		$1.91
	Intermediate			$2.04
	High			$2.25
	Temporary			$2.31

City of Ontario		
Source	Usage (HCF)	FY 2014/15 Rate
Potable Water	0-15	$2.34
	>15	$2.72
Recycled Water	Flat Rate	$1.56

CVWD			
Source	Stage	Usage (HCF)	FY 2014/15 Rate
Potable Water	Non-drought	Tier 1 (0-10)	$1.59
		Tier 2 (11-40)	$2.11
		Tier 3 (41-100)	$2.62
		Tier 4 (>100)	$2.99
Recycled Water		Flat Rate	$1.53

MVWD				
Source	Usage Type	Tier	Usage (HCF)	FY 2014/15 Rate
Potable Water	Residential	Tier 1	Allocation	$1.76
		Tier 2	Allocation	$2.25
		Tier 3	Allocation	$3.44
		Tier 4	Allocation	$6.30
	Non-residential	Domestic Water	Flat Rate	$2.18
Recycled Water	Non-residential	Recycled Water	Flat Rate	$1.64

Fontana Water Company			
Source	Usage Type	Usage (HCF)	FY 2014/15 Rate
Potable Water	Conservation Rates	Tier 1 (0-16)	$2.50
		Tier 2 (>16)	$2.88
	General Rate	1	$2.72
Recycled Water		Flat Rate	$2.04

City of Upland				
Source	Usage Type		Usage (HCF)	FY 2014/15 Rate
Potable Water	Single Family Residential Rate		Tier 1 (0-20)	$1.36
			Tier 2 (21-50)	$1.61
			Tier 3 (>50)	$2.21
	Multi-Family Residential Rate		Flat Rate	$1.67
	Rates for Other Classes	Landscape:	Flat Rate	$1.92
		Commercial:		$1.60
		Schools:		$1.88
		Public Agencies:		$1.78
Recycled Water			Flat Rate	$1.45

The use of recycled water presented several advantages to IEUA and its member agencies: it is one of the most significant unused local water supplies; it is reliable during drought and climate change conditions; and it requires significantly less energy than imported water to deliver to customers thus reduces greenhouse gas emissions. IEUA in partnership with its member agencies and Chino Basin Watermaster (CBWM) invested approximately $625 million over the last fifteen years to increase the availability of local water supplies through water recycling, conservation, recharge improvements, the MWD groundwater storage and recovery project, the Chino Desalter, and other water management programs.

In 2002, IEUA Board of Directors adopted Ordinance No. 75, the Mandatory Use Ordinance, to establish incentives and encourage recycled water use from the regional distributions system. Also in 2002, the CBWM, Chino Basin Water Conservation District (CBWCD), San Bernardino County Flood Control District (SBCFCD) and IEUA joined forces to greatly expand groundwater recharge capacity through the Chino Basin Facilities Improvement Program.

In 2005, IEUA was permitted by the Regional Water Quality Control Board to operate its recycled water groundwater recharge programs at five additional recharge basins (Banana, Hickory, Etiwanda Conservation Ponds, Declez, RP3, and Turner basins). In 2007, IEUA was permitted to operate its recycled water groundwater recharge program at seven more recharge sites (Brooks, 8th Street, Victoria, Lower Day, San Sevaine, Etiwanda Spreading Grounds (later reconfigured as the Etiwanda Debris Basin) and Ely Basins. The 2007 permit was amended in 2009 to modify how IEUA tracks diluent water and recycled water blending, which effectively increase IEUA's ability to recharge using recycled water.

In November 2007, IEUA and its member agencies unanimously adopted the Three Year Recycled Water Business Plan. IEUA and its member agencies committed to implementing the plan, which laid out a focused and cost-effective approach to rapidly increase the availability and use of recycled water within IEUA's service area.

Based on the series of regional decisions over the last fifteen years, over $250 million was invested into the implementation of a robust Recycled Water Program. The region has achieved program success by leveraging heavily on grant funding and loans. With unanimous regional support, annual recycled water use grew from approximately 5,000 AF in 2004/05 to 33,420 AF in 2014/15. The program maximum use was in FY 2013/14 and totaled 38,251 AF.

RECYCLED WATER CAPITAL PROGRAM

The IEUA currently produces over 50 MGD of recycled water, and there are several projects under way to expand the use of recycled water within its service area. Table 5 lists the 2014/15 capital projects and their locations. The projects that were in design or construction during 2014/15 are summarized in the following paragraphs.

Table 5 - Capital Project Summary for 2014/15

Projects in Design/Construction	Engineering Budget	Total Grants	Total Loans	FY14/15 Expenses
Turner Basin	$ 2,899,411	$ 406,712	$ 0	$ 181,350
Southern Area Projects	$ 37,085,183	$ 4,000,000	$ 26,608,638	$ 8,823,893
Wineville RW Pipeline	$ 32,481,763	$ 5,000,000	$ 26,500,000	$ 21,292,027
San Sevaine	$ 6,460,000	$ 750,000	$ 0	$ 128,091
Subtotal	**$ 78,926,357**	**$ 10,156,712**	**$ 53,108,638**	**$ 30,425,361**

PROJECTS COMPLETED

Southern Area Recycled Water Projects includes a recycled water pipeline and a 5-million gallon reservoir in the 930 pressure zone primarily serving the cities of Chino, and Chino Hills. The 930 Recycled Water Pipeline project consists of a feeder pipeline approximately 12,500 feet in total length from the 930 Recycled Water Reservoir connecting to regional pipeline located at the northwest quadrant of the San Antonio Channel crossing of Chino Hills Parkway. Work at Turner Basin in Ontario completed a recycled water turnout at Turner 1, which increases the delivery capacity to that site coupled with the expansion in area of Turner 4.

PROJECTS IN CONSTRUCTION

Central Area Recycled Water Project includes Wineville Recycled Water Pipeline Extension and Groundwater Recharge & Recycled Water SCADA System Upgrades. The Wineville Extension Recycled Water Pipeline includes 4.6 miles of 36 inch pipe as part of the regional recycled water distribution system in the southern part of the City of Fontana and the eastern part of the City of Ontario. The pipeline will allow for the connection of commercial, industrial customers, parks and schools within the cities of Ontario and Fontana and also utilize RP-3 and Declez Basins for recharge. The project would beneficially increase recycled water use between 3,000 to 4,500 AFY. The Wineville Pipeline construction completion is anticipated in November 2015.

PROJECTS IN DESIGN

The Groundwater Recharge & Recycled Water SCADA System Upgrades - A new communication network backbone for the Agency has just been installed. This project is required to bring groundwater recharge and recycled water facilities onto the new agency communication backbone. The current system is overloaded and the groundwater and recycled water sites need to be transitioned to the new system. This project will also transition the RP-5 recycled water Pump Station SCADA system to Rockwell Automation and onto the recycled water SCADA system. The scope for this project includes radio path surveys for the groundwater recharge and recycled water stations, procurement, installation and programming of new hardware and software. The SCADA Upgrades final design phase completion is anticipated in early October 2015. San Sevaine Basin 5 was reviewed for needed infiltration improvement projects and was determined that extending the recycled water pipeline from basin 5 to basins 1, 2, and 3 was needed. A preliminary design report for the extension was in process during FY14/15.

FUTURE REUSE PROJECTS

IEUA and its member agencies desire to increase the use of recycled water within IEUA's boundary. By committing to the Three Year Business Plan, the implementation of recycled water projects will be coordinated with all agencies within the Chino Basin area. Coordination will increase the development of recycled water delivery and increase the reliability of potable supplies for residents and customers. Future recycled water projects will allow IEUA and its member agencies to continue to provide a reliable water supply to its customers when multiple years shortages of imported supplies occur.

Future projects include the Napa Lateral, which will include over 9,000 linear feet of recycled water pipe in Fontana for use in landscape irrigation and industrial cooling process, and the Recycled Water Pressure Sustaining Valve Installation for agricultural users in Ontario and Chino, which will assist in maintaining southern zone system pressure during peak demand.

The Agency is currently in the process of updating its various planning documents, including the Recycled Water Program Strategy (RWPS) and the Integrated Water Resource Plan (IRP). As a result, recycled water projects will be prioritized and implemented at the completion and approval of the IRP and RWPS. The RWPS was completed in March 2015. The near term projects identified in the RWPS are RP-1 1158 Pump Station Upgrades, RP-5 Recycled Water Pipeline Bottleneck, 930 to 800 West CCWRF Pressure Reducing Valve, and 2,300 linear feet of a 42-inch 930 Zone parallel pipeline between RP-1 and Riverside Drive in Ontario.

TREATMENT PLANTS

IEUA owns and operates five regional water recycling facilities: RP-1, RP-2, RP-4, RP-5, and CCWRF. Of the treatment plants, RP-2 does not have any liquid treatment processes, and as such does not produce any recycled water. The combined treatment capacity of the remaining four plants is approximately 85 MGD.

Regional Water Recycling Plant No. 1

RP-1 is located in the city of Ontario and has been in operation since 1948. The plant has undergone several expansions to increase the design hydraulic domestic sewage (wastewater) treatment capacity to 44 million gallons per day. The plant serves areas of Chino, Fontana, Montclair, Ontario, Rancho Cucamonga, Upland, and solids removed from RP-4, located in Rancho Cucamonga. The plant treats an average influent wastewater flow of approximately 28 million gallons per day. The plant is divided into two separate treatment sections: liquids and solids.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, tertiary treatment by filtration and disinfection, and dechlorination. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids treatment section begins with thickening the solids removed from the primary and secondary clarification processes. The thickened solids are pumped to anaerobic digestion and then to the centrifuges for dewatering. Wastewater solids are digested to a minimum Class B biosolids standard, as defined by the United States Environmental Protection Agency Code of Federal Regulations. After dewatering, the biosolids are hauled to the Inland Empire Regional Composting Facility in the City of Rancho Cucamonga for further treatment to produce Class A compost. Figure 5 illustrates the RP-1 treatment processes.

Regional Water Recycling Plant No. 1

Plant Capacity:	44.0 MGD
2014/15 Influent Flow:	25.8 MGD
2014/15 RW Delivery:	15.7 MGD
2014/15 Creek Discharge:	12.5 MGD*

**RP-1 and RP-4 have a combined effluent outfall; therefore, creek discharge reported for RP-1 is for both plants combined.*

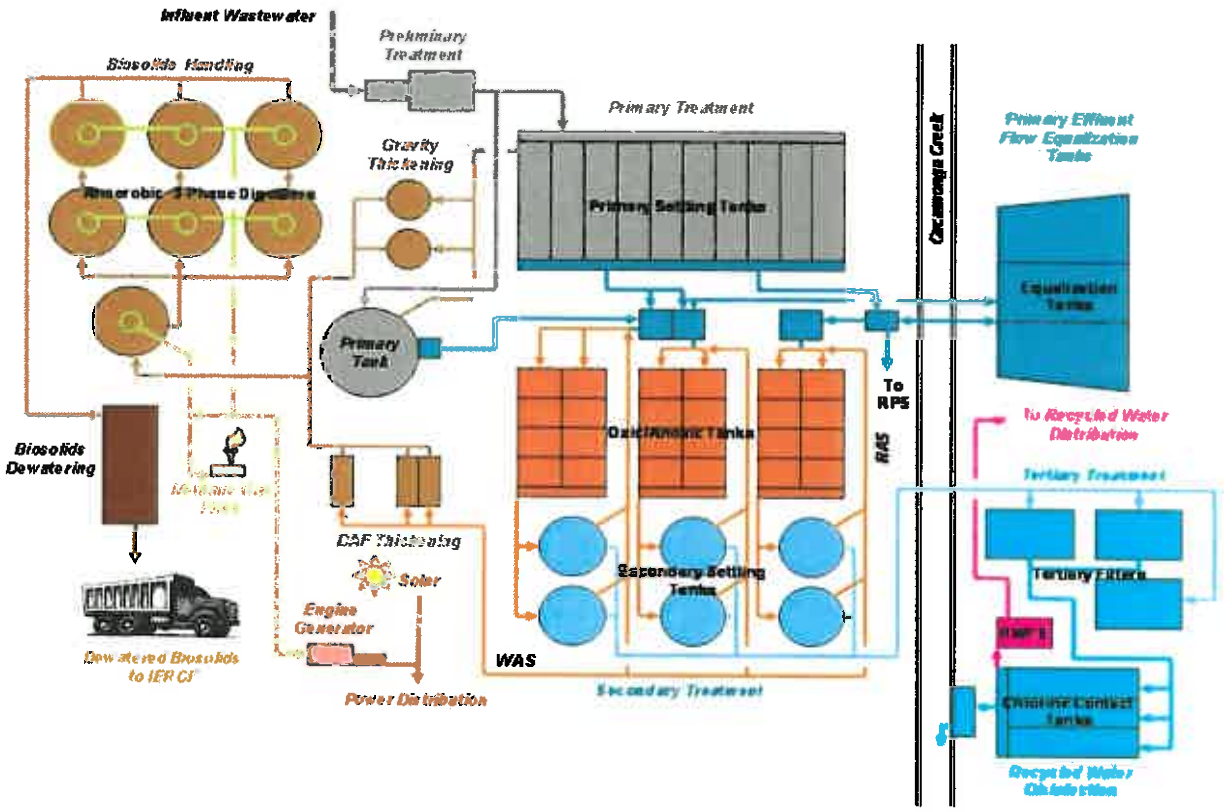

Figure 5 - RP-1 Treatment Process

Regional Water Recycling Plant No. 4

RP-4 is located in the city of Rancho Cucamonga and has been in operation since 1997. The plant has undergone an expansion to increase the design hydraulic domestic sewage (wastewater) treatment capacity to 14 million gallons per day. The plant serves areas of Fontana, Rancho Cucamonga, and San Bernardino County. The plant treats the liquid portion of an average influent wastewater flow of approximately 10 million gallons per day.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, and tertiary treatment by filtration and disinfection. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids removed from RP-4 are conveyed by gravity through the regional sewer system to the influent of RP-1 for thickening, anaerobic digestion, and dewatering. Figure 6 illustrates the RP-4 treatment process. Tertiary water from RP-4 that is not utilized for direct sales or groundwater recharge is discharged to Cucamonga Creek at RP-1.

Regional Water Recycling Plant No. 4

Plant Capacity:	14.0 MGD
2014/15 Influent Flow:	9.8 MGD
2014/15 RW Delivery:	8.6 MGD
2014/15 Creek Discharge:	0.0 MGD*

**RP-1 and RP-4 have a combined effluent outfall; therefore, creek discharge reported for RP-1 is for both plants combined.*

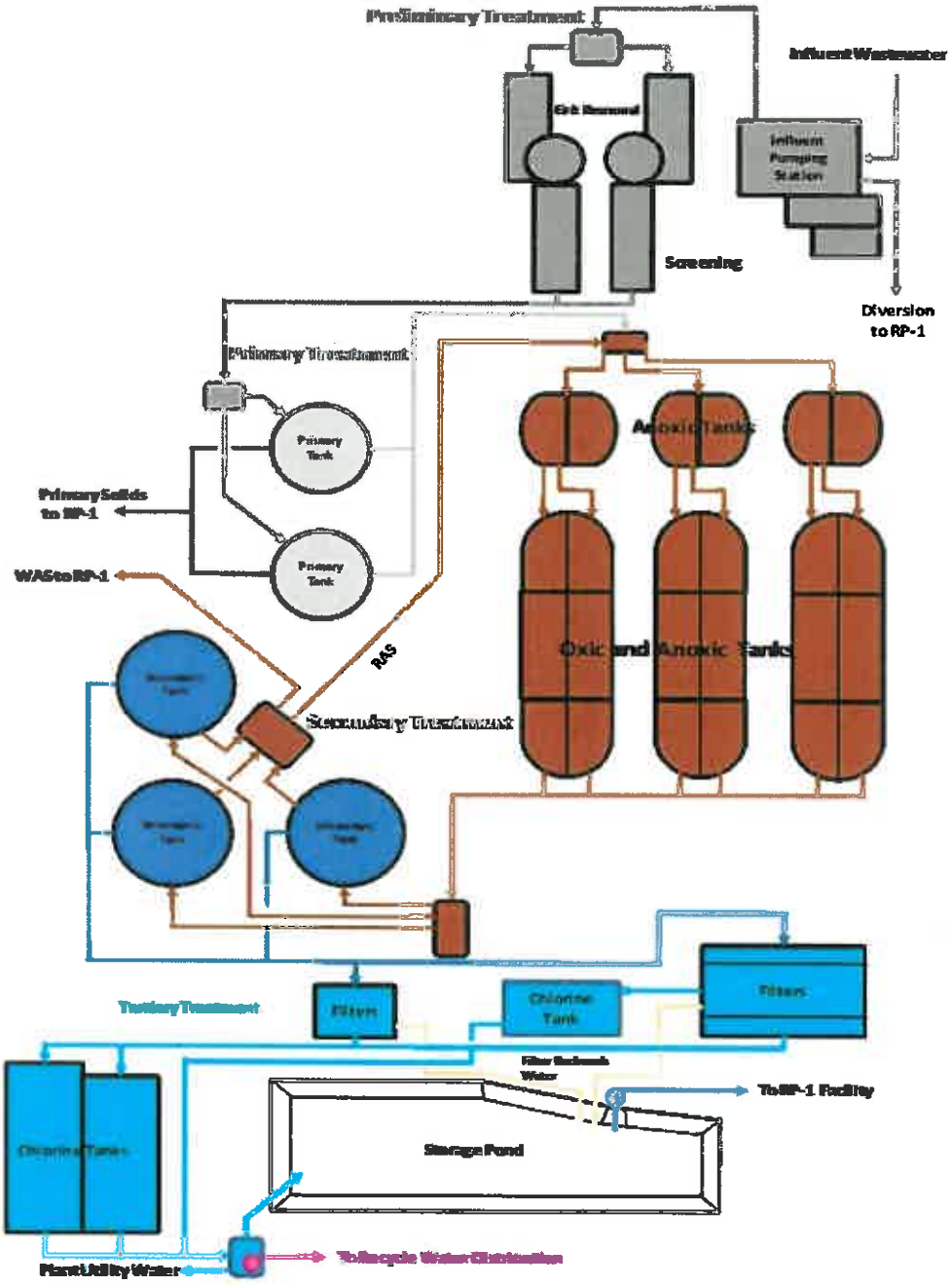

Figure 6 - RP-4 Treatment Process

Carbon Canyon Water Recycling Facility

CCWRF is located in the city of Chino and has been in operation since 1992. The design hydraulic domestic sewage (wastewater) treatment capacity was 11.4 million gallons per day until April 2014 when the facility's design capacity was re-rated based on an updated filter loading rate, which removed the tertiary filters as the bottleneck in the plant. The re-rating increased the plant capacity to 12.0 MGD. The updated capacity will be included in the 2015 NPDES permit renewal. The plant serves areas of Chino, Chino Hills, Montclair and Upland. The plant treats the liquid portion of an average influent wastewater flow of approximately 7 million gallons per day.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, tertiary treatment by filtration and disinfection, and dechlorination. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids removed from CCWRF are pumped to RP-2 for thickening, anaerobic digestion, and dewatering. Figure 7 illustrates the CCWRF treatment process.

Carbon Canyon Water Recycling Facility

Plant Capacity:	12.0 MGD
2014/15 Influent Flow:	7.1 MGD
2014/15 RW Delivery:	3.0 MGD
2014/15 Creek Discharge:	3.5 MGD

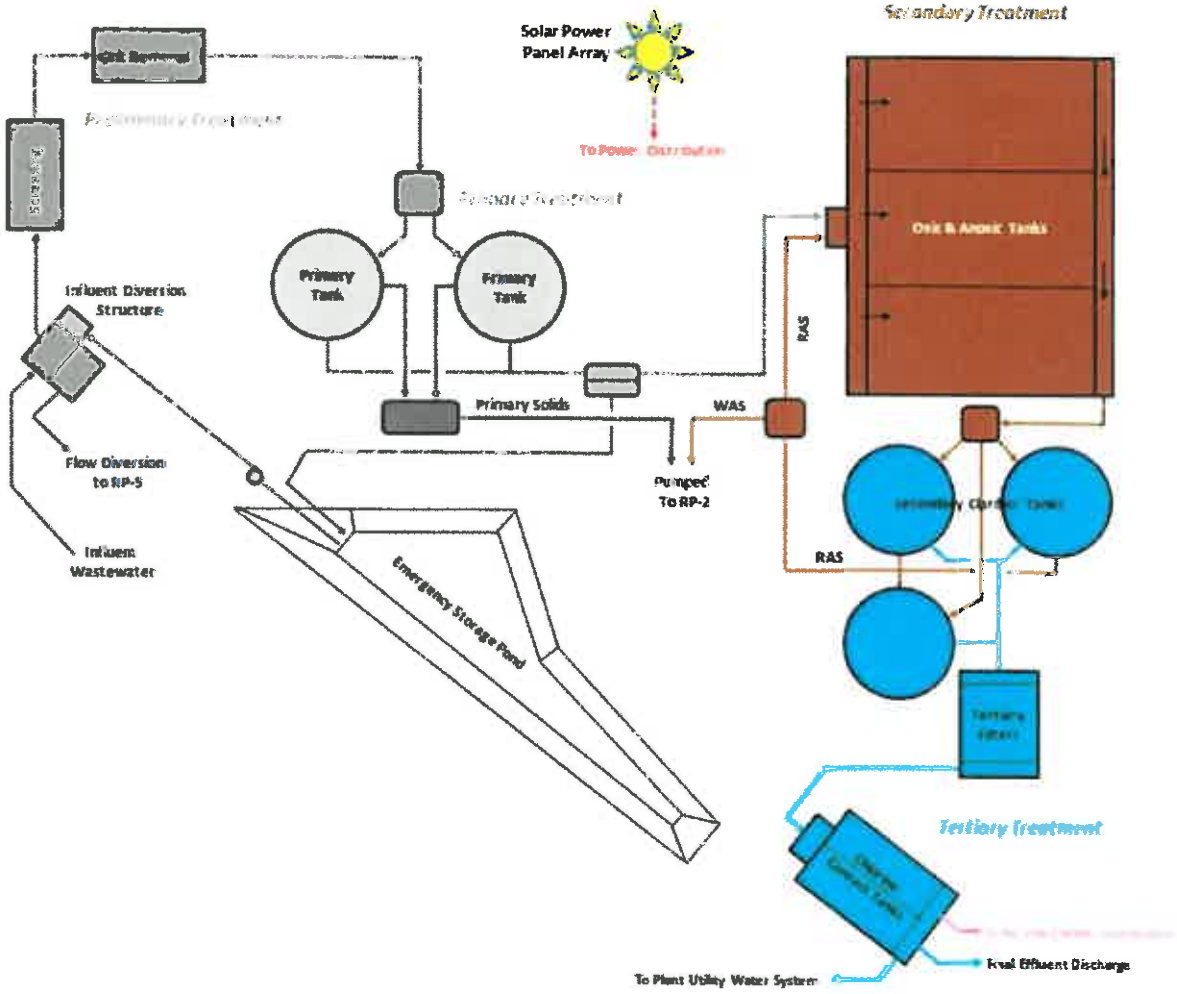

Figure 7 - CCWRF Treatment Process

Regional Water Recycling Plant No. 5

RP-5 is located in the city of Chino and has been in operation since 2004. The design hydraulic domestic sewage (wastewater) treatment capacity is 16.3 million gallons per day, which includes 1.3 million gallons per day of solids processing returned from RP-2. The plant serves areas of Chino, Chino Hills, and Ontario. The plant treats the liquid portion of an average influent wastewater flow, including RP-2 returned flow, of approximately 9 million gallons per day.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, tertiary treatment by filtration and disinfection, and dechlorination. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids removed from RP-5 are pumped to RP-2 for thickening, anaerobic digestion, and dewatering. Figure 8 illustrates the RP-5 treatment process.

Regional Water Recycling Plant No. 5

Plant Capacity:	15.0 MGD
2014/15 Influent Flow:	8.0 MGD
2014/15 RW Delivery:	3.3 MGD
2014/15 Creek Discharge:	3.5 MGD

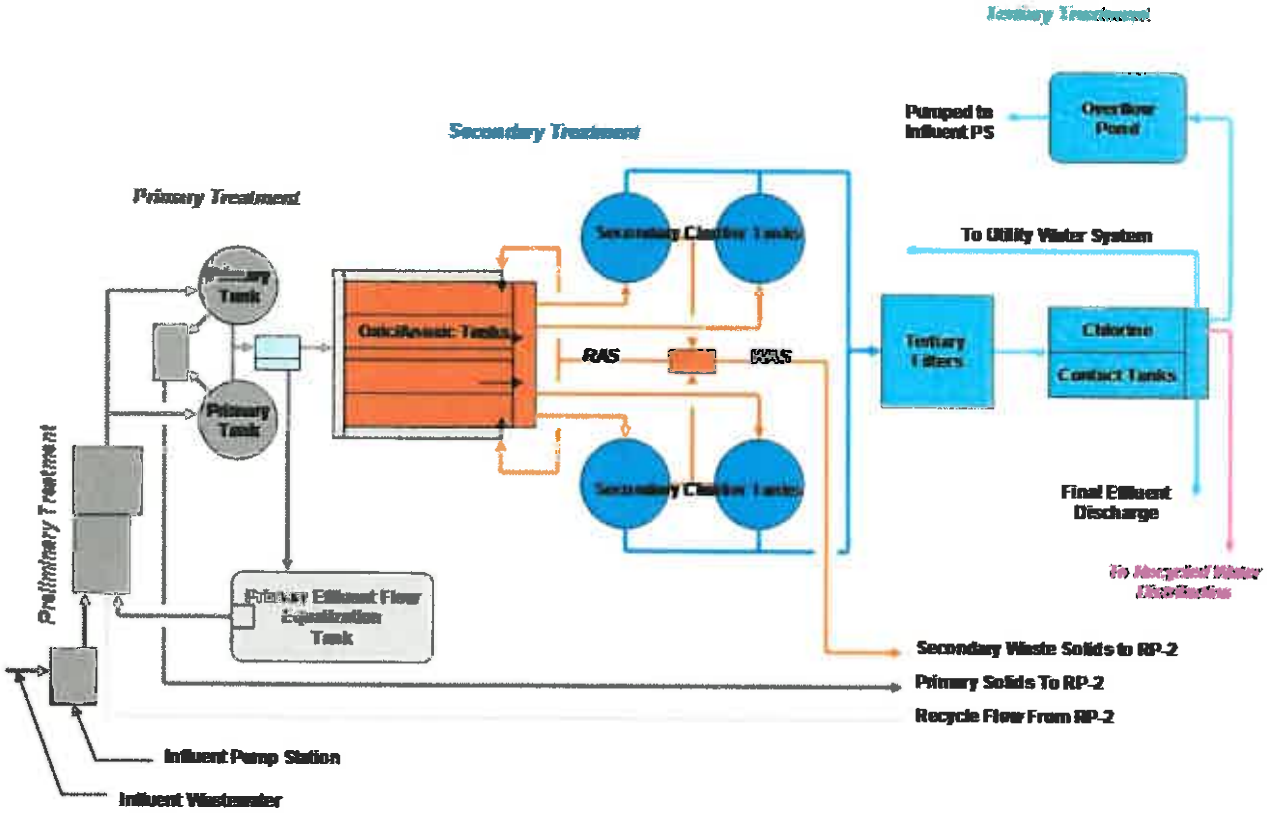

Figure 8 - RP-5 Treatment Process

APPENDIX A

RECYCLED WATER

EFFLUENT MONITORING DATA

RP-1 (M-001A* & M-001B) Effluent Monitoring Data

Table No. 3a

	Flow			EC			pH			BOD_5				TSS				TOC			TDS			TIN			TN			NH_3-N (grab)		
	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max
Date	MGD			µmhos/cm			unit			mg/L			%	mg/L			%	mg/L			mg/L			mg/L			mg/L			mg/L		
Limit>>>							6.5 -8.5			20			15	20			15													4.5		
Jan-14	3.0	2.4	3.9	801	755	839	7.1	6.6	7.3	<2	<2	3	0.4	<2	<2	<2	0.4	5.9	5.4	6.3	525	510	542	7.3	6.1	9.8	8.2	7.0	11.0	<0.1	<0.1	<0.1
Feb-14	3.6	2.0	3.9	829	806	848	7.1	6.8	7.2	<2	<2	<2	0.4	<2	<2	<2	0.4	5.7	5.2	6.1	524	506	544	7.4	6.7	8.5	8.1	7.9	8.2	<0.1	<0.1	<0.1
Mar-14	2.8	0.0	3.4	838	791	890	7.1	6.8	7.3	<2	<2	<2	0.4	<2	<2	<2	0.4	6.0	5.2	6.5	504	472	520	6.9	3.9	8.9	7.1	4.8	8.4	<0.1	<0.1	<0.1
Apr-14	2.6	1.2	3.6	861	805	908	7.2	7.0	7.8	<2	<2	<2	0.4	<2	<2	<2	0.4	5.6	5.3	6.0	529	500	544	5.4	4.3	6.4	6.1	5.5	6.9	<0.1	<0.1	<0.1
May-14	2.1	0.0	3.7	847	807	911	7.2	6.8	7.4	<2	<2	<2	0.4	<2	<2	<2	0.4	5.5	5.1	6.2	557	542	578	5.6	4.7	6.6	6.8	5.8	7.6	<0.1	<0.1	<0.1
Jun-14	1.7	0.0	2.0	842	809	911	7.3	7.0	8.0	<2	<2	<2	0.4	<2	<2	2	0.4	5.2	4.8	5.8	539	526	560	4.2	3.4	5.1	5.3	4.3	6.0	<0.1	<0.1	<0.1
Jul-14	1.8	0.0	2.9	836	797	876	7.4	6.9	8.4	<2	<2	<2	0.4	<2	<2	<2	0.4	5.5	5.0	6.2	524	508	544	3.5	2.3	4.6	4.5	3.7	5.7	<0.1	<0.1	<0.1
Aug-14	2.8	0.5	4.4	843	810	877	7.4	6.9	7.8	<2	<2	<2	0.5	<2	<2	<2	0.5	5.5	5.1	6.3	529	522	532	3.1	2.0	4.7	3.3	3.1	3.5	<0.1	<0.1	<0.1
Sep-14	2.5	0.8	4.4	864	832	899	7.3	7.2	7.5	<2	<2	<2	0.6	<2	<2	<2	0.6	5.4	5.0	5.8	560	510	644	3.9	2.2	6.2	4.1	2.8	5.5	<0.1	<0.1	<0.1
Oct-14	3.0	0.7	4.3	862	838	889	7.3	6.7	7.6	<2	<2	<2	0.5	<2	<2	<2	0.4	5.3	5.1	5.5	558	538	578	5.2	3.6	6.8	6.2	5.5	6.6	<0.1	<0.1	<0.1
Nov-14	1.9	0.0	4.7	968	852	1,088	7.2	6.8	7.5	<2	<2	<2	0.5	<2	<2	<2	0.5	6.0	5.6	6.3	602	598	606	6.7	4.8	8.9	8.1	6.6	9.7	<0.1	<0.1	<0.1
Dec-14	1.6	0.0	3.4	820	637	978	7.1	6.5	7.5	<2	<2	<2	0.5	<2	<2	<2	0.6	5.6	5.2	6.3	558	536	572	7.6	6.2	9.2	8.9	8.6	9.3	<0.1	<0.1	<0.1
Avg	**2.4**	**0.6**	**3.7**	**851**	**795**	**910**	**7.2**	**6.8**	**7.6**	**<2**	**<2**	**<2**	**0.5**	**<2**	**<2**	**<2**	**0.5**	**5.6**	**5.2**	**6.1**	**542**	**522**	**564**	**5.6**	**4.2**	**7.1**	**6.0**	**5.0**	**6.9**	**<0.1**	**<0.1**	**<0.1**
Min	**1.6**	**0.0**	**2.0**	**801**	**637**	**839**	**7.1**	**6.5**	**7.2**	**<2**	**<2**	**<2**	**0.4**	**<2**	**<2**	**<2**	**0.4**	**5.2**	**4.8**	**5.5**	**504**	**472**	**520**	**3.1**	**2.0**	**4.6**	**3.3**	**2.8**	**3.5**	**<0.1**	**<0.1**	**<0.1**
Max	**3.6**	**2.4**	**4.7**	**968**	**852**	**1,088**	**7.4**	**7.2**	**8.4**	**<2**	**<2**	**3**	**0.6**	**<2**	**<2**	**2**	**0.6**	**6.0**	**5.6**	**6.5**	**602**	**598**	**644**	**7.6**	**6.7**	**9.8**	**8.2**	**7.9**	**11.0**	**<0.1**	**<0.1**	**<0.1**

*M-001A is the compliance point for continuous monitoring parameters, TDS, and toxicity.

RP-1/RP-4 (M-002A) Effluent Monitoring Data

Table No. 3b

	Flow			EC			pH			BOD_5				TSS				TOC			TDS			TIN			TN			NH_3-N (grab)		
	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max
Date	MGD			µmhos/cm			unit			mg/L			%	mg/L			%	mg/L			mg/L			mg/L			mg/L			mg/L		
Limit>>>							6.5 -8.5			20			15	20			15													4.5		
Jan-14	7.7	1.8	16.6	854	809	903	7.1	6.9	7.3	<2	<2	2	0.5	<2	<2	<2	0.5	5.6	5.2	5.9	519	496	528	6.5	4.2	9.5	9.9	9.9	9.9	<0.1	<0.1	0.1
Feb-14	12.1	3.0	34.5	863	833	906	7.1	6.9	7.2	<2	<2	<2	0.4	<2	<2	<2	0.5	5.5	5.0	5.8	511	478	534	6.7	5.1	9.0	9.1	8.4	9.9	<0.1	<0.1	<0.1
Mar-14	15.0	4.0	38.5	845	810	872	7.2	6.8	7.5	<2	<2	<2	0.4	<2	<2	<2	0.5	5.7	4.9	6.2	498	468	516	6.0	3.5	7.5	6.5	4.6	7.2	<0.1	<0.1	<0.1
Apr-14	5.4	1.0	15.2	872	825	925	7.2	6.9	7.3	<2	<2	<2	0.4	<2	<2	<2	0.4	5.3	4.9	5.8	516	494	538	5.0	3.0	6.7	6.8	6.8	6.8	<0.1	<0.1	<0.1
May-14	2.4	0.3	13.6	895	840	962	7.1	6.8	7.4	<2	<2	<2	0.4	<2	<2	<2	0.5	5.3	4.8	6.1	527	482	552	5.6	4.8	6.6	6.1	6.1	6.1	<0.1	<0.1	<0.1
Jun-14	1.5	0.3	4.1	844	805	876	7.2	6.9	7.4	<2	<2	<2	0.5	<2	<2	<2	0.5	5.2	4.9	5.5	527	488	564	4.0	2.5	5.4	3.4	3.4	3.4	<0.1	<0.1	0.1
Jul-14	3.0	0.6	5.9	825	797	869	7.2	6.9	7.4	<2	<2	2	0.5	<2	<2	2	0.5	5.4	4.8	6.2	497	490	506	3.1	1.8	4.1	3.8	3.8	3.8	<0.1	<0.1	0.2
Aug-14	3.3	0.7	6.4	857	808	949	7.1	6.7	7.4	<2	<2	<2	0.5	<2	<2	<2	0.5	5.4	5.0	5.9	519	500	538	2.8	1.6	4.1	2.7	2.7	2.7	<0.1	<0.1	<0.1
Sep-14	3.7	0.3	10.5	890	828	946	7.0	6.8	7.1	<2	<2	<2	0.6	<2	<2	<2	0.6	5.3	4.9	5.7	511	498	524	3.9	2.0	7.3	4.3	4.3	4.3	<0.1	<0.1	<0.1
Oct-14	4.7	0.2	12.1	1,082	1,004	1,137	6.9	6.6	7.0	<2	<2	<2	0.6	<2	<2	<2	0.5	5.2	4.7	5.6	543	520	576	4.8	2.9	6.6	6.1	6.1	6.1	<0.1	<0.1	<0.1
Nov-14	12.2	2.2	21.2	1,080	1,054	1,111	6.9	6.7	7.1	<2	<2	<2	0.5	<2	<2	<2	0.6	5.8	5.3	6.1	582	566	608	6.3	4.8	8.4	5.4	5.4	5.4	<0.1	<0.1	<0.1
Dec-14	29.2	19.3	35.7	1,051	972	1,089	6.7	6.6	6.9	<2	<2	<2	0.6	<2	<2	<2	0.6	5.5	5.0	6.2	565	524	596	6.2	4.1	8.7	6.6	6.6	6.6	<0.2	<0.1	0.5
Avg	**8.3**	**2.8**	**17.8**	**913**	**865**	**962**	**7.1**	**6.8**	**7.2**	**<2**	**<2**	**<2**	**0.5**	**<2**	**<2**	**<2**	**0.5**	**5.4**	**4.9**	**5.9**	**526**	**500**	**548**	**5.1**	**3.4**	**7.0**	**5.9**	**5.6**	**6.0**	**<0.1**	**<0.1**	**<0.1**
Min	**1.5**	**0.2**	**4.1**	**825**	**797**	**869**	**6.7**	**6.6**	**6.9**	**<2**	**<2**	**<2**	**0.4**	**<2**	**<2**	**<2**	**0.4**	**5.2**	**4.7**	**5.5**	**497**	**468**	**506**	**2.8**	**1.6**	**4.1**	**2.7**	**2.7**	**2.7**	**<0.1**	**<0.1**	**<0.1**
Max	**29.2**	**19.3**	**38.5**	**1,082**	**1,054**	**1,137**	**7.2**	**6.9**	**7.5**	**<2**	**<2**	**2**	**0.6**	**<2**	**<2**	**2**	**0.6**	**5.8**	**5.3**	**6.2**	**582**	**566**	**608**	**6.7**	**5.1**	**9.5**	**9.9**	**9.9**	**9.9**	**<0.2**	**<0.1**	**0.5**

RP-5 (M-003) Effluent Monitoring Data

Table No. 3c

	Flow			EC			pH			BOD_5				TSS				TOC			TDS			TIN			TN			NH_3-N (grab)		
	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max
Date	MGD			µmhos/cm			unit			mg/L			%	mg/L			%	mg/L			mg/L			mg/L			mg/L			mg/L		
Limit>>>							6.5 -8.5			20			15	20			15													4.5		
Jan-14	3.5	1.9	5.8	906	836	1,013	6.8	6.6	6.9	<2	<2	<2	0.6	<2	<2	5	0.7	4.7	4.2	6.8	524	514	532	6.7	5.9	7.4	7.8	7.8	7.8	0.1	0.1	0.1
Feb-14	4.6	3.3	7.2	1,159	937	1,232	6.7	6.6	6.9	<2	<2	<2	0.5	<2	<2	3	0.6	4.2	3.7	4.6	508	496	516	5.6	4.4	7.0	5.9	5.9	5.9	0.3	<0.1	0.7
Mar-14	5.1	3.4	7.4	953	765	1,112	6.8	6.6	7.0	<2	<2	<2	0.5	<2	<2	5	0.6	4.5	3.8	5.4	522	498	534	4.6	3.5	5.8	3.9	3.9	3.9	0.3	0.2	0.4
Apr-14	3.8	2.9	4.9	1,048	780	1,175	6.8	6.5	7.0	<2	<2	<2	0.5	<2	<2	3	0.7	4.6	4.1	5.5	541	530	550	5.7	2.9	8.2	7.9	7.9	7.9	0.5	<0.1	1.0
May-14	3.1	1.9	5.5	1,096	1,009	1,181	6.8	6.6	7.0	<2	<2	<2	0.6	<2	<2	3	0.7	4.6	4.1	5.1	558	554	562	4.4	3.1	6.1	4.9	4.9	4.9	<0.1	<0.1	<0.1
Jun-14	2.1	0.7	4.7	1,003	880	1,141	6.8	6.5	7.5	<2	<2	<2	0.6	<2	<2	4	0.7	4.6	4.2	5.9	562	538	594	4.4	2.5	9.6	3.0	3.0	3.0	0.2	<0.1	0.3
Jul-14	0.4	0.0	1.4	863	813	941	6.9	6.7	7.0	<2	<2	<2	0.6	<2	<2	2	0.9	5.0	4.3	5.7	576	576	576	4.2	2.8	5.9	4.2	4.2	4.2	0.2	<0.1	0.2
Aug-14	0.0	0.0	0.0	1,000	923	1,078	6.9	6.8	7.1	<2	<2	<2	0.5	<2	<2	2	0.6	4.4	4.0	4.9				6.1	5.0	7.5				0.2	0.2	0.2
Sep-14	0.0	0.0	0.0	998	867	1,096	6.8	6.6	7.0	<2	<2	<2	0.7	<2	<2	2	0.8	4.2	3.9	4.9				6.0	5.3	6.6						
Oct-14	0.0	0.0	0.0	1,004	934	1,033	6.8	6.6	6.9	<2	<2	<2	0.7	<2	<2	<2	0.7	4.3	3.7	4.9				6.5	5.0	9.5						
Nov-14	1.8	0.0	6.9	1,002	969	1,035	6.7	6.6	7.3	<2	<2	<2	0.7	<2	<2	4	0.8	4.9	4.5	5.6	581	566	594	8.0	6.0	9.8	11.2	11.2	11.2	<0.1	<0.1	<0.1
Dec-14	9.1	5.9	11.5	1,009	927	1,112	6.9	6.5	7.1	<2	<2	<2	0.7	<2	<2	8	0.9	4.9	4.6	5.7	581	566	604	6.8	5.1	9.3	10.5	10.5	10.5	<0.1	<0.1	<0.1
Avg	**2.8**	**1.7**	**4.6**	**1,003**	**887**	**1,096**	**6.8**	**6.6**	**7.1**	**<2**	**<2**	**<2**	**0.6**	**<2**	**<2**	**4**	**0.7**	**4.6**	**4.1**	**5.4**	**550**	**538**	**562**	**5.7**	**4.3**	**7.7**	**5.4**	**5.4**	**5.4**	**0.2**	**<0.1**	**0.3**
Min	**0.0**	**0.0**	**0.0**	**863**	**765**	**941**	**6.7**	**6.5**	**6.9**	**<2**	**<2**	**<2**	**0.5**	**<2**	**<2**	**<2**	**0.6**	**4.2**	**3.7**	**4.6**	**508**	**496**	**516**	**4.2**	**2.5**	**5.8**	**3.0**	**3.0**	**3.0**	**<0.1**	**<0.1**	**<0.1**
Max	**9.1**	**5.9**	**11.5**	**1,159**	**1,009**	**1,232**	**6.9**	**6.8**	**7.5**	**<2**	**<2**	**<2**	**0.7**	**<2**	**<2**	**8**	**0.9**	**5.0**	**4.6**	**6.8**	**581**	**576**	**604**	**8.0**	**6.0**	**9.8**	**7.9**	**7.9**	**7.9**	**0.5**	**0.2**	**1.0**

*Lab EC data used

CCWRF (M-004) Effluent Monitoring Data

Table No. 3d

	Flow			EC			pH			BOD_5				TSS				TOC			TDS			TIN			TN			NH_3-N (grab)		
	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max
Date	MGD			µmhos/cm			unit			mg/L			%	mg/L			%	mg/L			mg/L			mg/L			mg/L			mg/L		
Limit>>>							6.5 -8.5			20			15	20			15													4.5		
Jan-14	6.0	2.9	10.5	906	874	983	6.8	6.5	7.7	<2	<2	<2	0.5	<2	<2	<2	1.2	4.7	4.0	5.4	541	540	542	4.1	3.3	5.4	5.1	5.1	5.1	<0.1	<0.1	<0.1
Feb-14	5.2	3.3	5.9	996	881	1,119	6.7	6.6	6.8	<2	<2	<2	0.4	<2	<2	<2	1.2	4.2	3.8	5.0	540	524	550	4.3	3.1	5.6	4.6	4.6	4.6	<0.1	<0.1	<0.1
Mar-14	5.8	4.4	6.5	975	885	1,123	7.0	6.6	7.2	<2	<2	<2	0.4	<2	<2	<2	0.7	4.6	4.2	5.9	538	530	548	4.3	3.4	5.1	3.8	3.8	3.8	<0.1	<0.1	<0.1
Apr-14	3.1	0.4	6.4	914	894	933	7.1	6.7	7.7	<2	<2	<2	0.4	<2	<2	2	0.6	4.7	4.2	5.2	561	542	584	4.9	3.7	7.0	3.7	3.7	3.7	<0.1	<0.1	<0.1
May-14	1.1	0.3	5.0	982	942	1,103	6.9	6.6	7.2	<2	<2	<2	0.4	<2	<2	9	0.6	4.6	4.1	5.4	619	578	726	5.8	4.7	6.7	6.5	6.5	6.5	<0.1	<0.1	<0.1
Jun-14	0.7	0.6	0.9	975	937	997	6.8	6.6	7.0	<2	<2	<2	0.6	<2	<2	10	0.7	4.6	4.2	5.0	586	572	610	5.5	4.7	6.6	5.5	5.5	5.5	<0.1	<0.1	0.1
Jul-14	0.8	0.6	1.6	984	933	1,103	6.9	6.6	7.2	<2	<2	<2	0.5	<2	<2	4	0.6	4.9	4.4	5.5	575	530	594	4.9	3.8	6.5	7.7	7.7	7.7	<0.1	<0.1	<0.1
Aug-14	1.2	0.7	5.4	1,058	892	1,114	7.0	6.6	8.2	<2	<2	<2	0.5	<2	<2	5	0.7	4.7	4.3	5.0	593	562	634	6.1	5.1	7.1	7.1	7.1	7.1	<0.4	<0.1	1.1
Sep-14	2.2	1.1	7.6	1,008	883	1,080	6.9	6.6	7.1	<2	<2	<2	0.5	<2	<2	5	0.7	4.7	4.4	5.0	584	556	626	5.0	3.5	6.7	5.1	5.0	5.2	<0.1	<0.1	0.1
Oct-14	5.9	2.1	9.2	906	859	981	7.0	6.6	7.2	<2	<2	<2	0.5	<2	<2	6	0.6	4.8	4.5	5.2	586	538	630	4.7	3.7	6.0	5.9	5.9	5.9	<0.1	<0.1	<0.1
Nov-14	8.4	4.2	10.5	874	836	895	7.1	6.9	7.2	<2	<2	<2	0.5	<2	<2	2	0.6	4.9	4.5	5.5	597	578	620	4.8	2.9	6.4	6.6	6.6	6.6	<0.1	<0.1	<0.1
Dec-14	6.9	0.1	8.6	872	827	986	7.1	6.6	7.5	<2	<2	4	0.7	<2	<2	14	0.9	4.7	3.3	6.0	569	554	580	5.0	4.4	5.8	6.1	6.1	6.1	<0.1	<0.1	<0.1
Avg	**3.9**	**1.7**	**6.5**	**954**	**887**	**1,035**	**6.9**	**6.6**	**7.3**	**<2**	**<2**	**<2**	**0.5**	**<2**	**<2**	**5**	**0.8**	**4.7**	**4.1**	**5.3**	**574**	**550**	**604**	**5.0**	**3.9**	**6.2**	**5.6**	**5.6**	**5.6**	**<0.1**	**<0.1**	**<0.2**
Min	**0.7**	**0.1**	**0.9**	**872**	**827**	**895**	**6.7**	**6.5**	**6.8**	**<2**	**<2**	**<2**	**0.4**	**<2**	**<2**	**<2**	**0.6**	**4.2**	**3.3**	**5.0**	**538**	**524**	**542**	**4.1**	**2.9**	**5.1**	**3.7**	**3.7**	**3.7**	**<0.1**	**<0.1**	**<0.1**
Max	**8.4**	**4.4**	**10.5**	**1,058**	**942**	**1,123**	**7.1**	**6.9**	**8.2**	**<2**	**<2**	**4**	**0.7**	**<2**	**<2**	**14**	**1.2**	**4.9**	**4.5**	**6.0**	**619**	**578**	**726**	**6.1**	**5.1**	**7.1**	**7.7**	**7.7**	**7.7**	**<0.4**	**<0.1**	**1.1**

RP-1 (M-001A & M-001B) & RP-1/RP-4 (M-002A) Effluent Monitoring and Coliform Data — **Table No. 5a**

	001 Turbidity		002 Turbidity		001 Temp		002 Temp		001 Daily Coliform		001 7-day Median		002 Daily Coliform*		002 7-day Median		001 FLR	001 DT	001 CT	002 FLR	002 DT	002 CT
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Max	Min	Min	Max	Min	Min
Date	NTU		NTU		°C		°C		MPN / 100 mL								gpm/ft²	min	mg-min/L	gpm/ft³	min	mg-min/L
Jan-14	0.6	0.8	0.6	0.7	23.6	24.2	23.1	23.5	<2	2	<2	<2	<2	2	<2	<2	3	144	613	3	153	803
Feb-14	0.6	0.8	0.6	0.9	23.9	24.3	23.2	23.6	<2	4	<2	2	<2	4	<2	2	3	144	608	3	179	752
Mar-14	0.6	0.8	0.5	0.7	23.6	25.2	24.1	24.7	<2	4	<2	<2	<2	4	<2	<2	3	145	699	3	182	905
Apr-14	0.6	0.8	0.5	0.7	25.7	26.5	25.1	26.0	<2	2	<2	<2	<2	2	<2	<2	3	147	690	3	166	852
May-14	0.7	0.9	0.6	1.1	26.7	28.1	26.4	27.5	<2	2	<2	<2	<2	2	<2	<2	3	155	783	3	170	831
Jun-14	0.6	0.7	0.5	0.8	28.7	29.4	28.0	28.7	<2	<2	<2	<2	<2	<2	<2	<2	3	148	787	3	175	757
Jul-14	0.7	0.8	0.5	0.7	29.9	30.4	29.2	30.1	<2	2	<2	<2	<2	2	<2	<2	3	152	710	3	170	741
Aug-14	0.6	0.8	0.7	1.1	30.6	30.9	30.0	30.2	<2	2	<2	<2	<2	2	<2	<2	4	142	619	4	141	691
Sep-14	0.6	0.7	0.6	1.1	30.2	30.8	30.0	30.9	<2	2	<2	<2	<2	2	<2	<2	3	144	665	3	173	747
Oct-14	0.6	0.8	0.5	0.9	28.6	29.0	28.7	29.5	<2	12	<2	<2	<2	12	<2	<2	4	139	587	4	169	675
Nov-14	0.7	0.8	0.6	0.7	26.2	27.4	26.3	27.4	<2	2	<2	<2	<2	2	<2	<2	4	142	675	4	168	738
Dec-14	0.6	0.8	0.6	0.7	24.8	26.1	24.0	25.3	<2	2	<2	<2	<2	2	<2	<2	4	129	629	4	158	660
Avg	**0.6**	**0.8**	**0.6**	**0.8**	**26.9**	**27.7**	**26.5**	**27.3**	**<2**	**3**	**<2**	**<2**	**<2**	**3**	**<2**	**<2**	**3**	**144**	**669**	**3**	**167**	**763**
Min	**0.6**	**0.7**	**0.5**	**0.7**	**23.6**	**24.2**	**23.1**	**23.5**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**3**	**129**	**587**	**3**	**141**	**660**
Max	**0.7**	**0.9**	**0.7**	**1.1**	**30.6**	**30.9**	**30.0**	**30.9**	**<2**	**12**	**<2**	**2**	**<2**	**12**	**<2**	**2**	**4**	**155**	**787**	**4**	**182**	**905**

Requirements for disinfected tertiary-treated recycled water Title 22 Compliance: Min: 450 mg/L-min CT & 90 min DT
*Beginning August 2009, 002 effluent coliform compliance point at M-001B (splitter box).

RP-5 (M-003) & CCWRF (M-004) Effluent Monitoring and Coliform Data — **Table No. 5b**

	003 Turbidity		004 Turbidity		003 Temp		004 Temp		003 Daily Coliform		003 7-day Median		004 Daily Coliform		004 7-day Median		003 FLR	003 DT	003 CT	004 FLR	004 DT	004 CT
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Max	Min	Min	Max	Min	Min
Date	NTU		NTU		°C		°C		MPN / 100 mL								gpm/ft²	min	mg-min/L	gpm/ft³	min	mg-min/L
Jan-14	1.2	1.5	0.5	0.8	22.4	23.1	21.8	23.0	<2	<2	<2	<2	<2	<2	<2	<2	4	146	477	1	172	689
Feb-14	1.1	1.6	0.3	0.7	22.8	23.5	22.5	23.0	<2	<2	<2	<2	<2	2	<2	<2	4	166	506	1	195	627
Mar-14	1.3	2.3	0.4	0.7	24.1	25.4	22.7	23.1	<2	<2	<2	<2	<2	<2	<2	<2	4	183	501	1	168	566
Apr-14	1.5	2.4	0.6	1.0	24.8	25.7	23.8	25.9	<2	2	<2	<2	<2	2	<2	<2	4	166	488	1	167	495
May-14	0.9	1.2	0.7	0.9	26.0	26.8	25.5	28.0	<2	2	<2	<2	<2	2	<2	<2	4	146	504	2	144	579
Jun-14	0.9	1.2	0.6	0.7	26.7	28.8	27.2	28.5	<2	2	<2	<2	<2	2	<2	<2	4	184	524	1	161	543
Jul-14	1.2	2.0	0.4	0.6	27.8	27.8	28.7	30.0	<2	<2	<2	<2	<2	2	<2	<2	4	191	519	2	150	513
Aug-14	1.0	1.3	0.4	0.9	-	-	28.8	30.1	<2	<2	<2	<2	<2	<2	<2	<2	4	207	509	2	142	504
Sep-14	1.2	1.4	0.4	0.8	-	-	28.8	31.3	<2	<2	<2	<2	<2	2	<2	<2	4	196	675	2	118	476
Oct-14	1.2	1.7	0.4	0.6	-	-	27.7	29.1	<2	<2	<2	<2	<2	<2	<2	<2	4	189	500	2	118	479
Nov-14	1.2	1.9	0.5	0.8	21.1	24.7	25.0	26.3	<2	2	<2	<2	<2	2	<2	<2	4	109	481	2	131	493
Dec-14	0.8	1.2	0.4	0.9	24.0	24.2	22.5	24.5	<2	2	<2	<2	<2	2	<2	<2	4	131	526	1	154	591
Avg	**1.1**	**1.6**	**0.5**	**0.8**	**24.4**	**25.6**	**25.4**	**26.9**	**<2**	**<2**	**<2**	**<2**	**<2**	**2**	**<2**	**<2**	**4**	**168**	**518**	**2**	**152**	**546**
Min	**0.8**	**1.2**	**0.3**	**0.6**	**21.1**	**23.1**	**21.8**	**23.0**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**4**	**109**	**477**	**1**	**118**	**476**
Max	**1.5**	**2.4**	**0.7**	**1.0**	**27.8**	**28.8**	**28.8**	**31.3**	**<2**	**2**	**<2**	**<2**	**<2**	**2**	**<2**	**<2**	**4**	**207**	**675**	**2**	**195**	**689**

Requirements for disinfected tertiary-treated recycled water Title 22 Compliance: Min: 450 mg/L-min CT & 90 min DT

RP-1 (M-001A) & RP-1/RP-4 (M-002A) Effluent and Receiving Water (R-002U & R-002D) Data **Table No. 6a**

	M-001A Cl_2 Residual*		M-002A Cl2 Residual*		Upstream Cucamonga Creek (R-002U)										Downstream Cucamonga Creek (R-002D)							
					DO		Temp		pH		TDS	TIN	Total Hardness	TSS	DO		Temp		pH		Total Hardness	TSS
	Avg	Max	Avg	Max	Avg	Min	Avg	Max	Min	Max	Avg	Avg	Avg	Avg	Avg	Min	Avg	Max	Min	Max	Avg	Avg
Date	mg/L				mg/L		°C		unit		mg/L	mg/L	mg/L	mg/L	mg/L		°C		unit		mg/L	mg/L
Jan-14	0.0	0.0	0.0	0.0	13.5	12.1	13.9	17.7	9.1	10.8	292	1.0	176	5	11.2	10.0	20.6	23.1	7.9	8.4	161	4
Feb-14	0.0	0.0	0.0	0.0	13.8	12.7	17.6	23.9	10.1	11.3	388	3.1			12.7	11.0	22.5	25.3	8.1	9.1		
Mar-14	0.0	0.0	0.0	0.0	13.0	10.4	15.7	24.2	9.1	10.4	410	3.4			9.4	8.2	22.7	25.1	7.8	8.7		
Apr-14	0.0	0.0	0.0	0.0	11.3	10.3	17.5	18.5	8.9	9.8	430	2.9	187	4	10.2	9.0	22.4	23.2	8.2	8.4	166	8
May-14	0.0	0.0	0.0	0.0	15.1	11.9	21.3	26.5	9.3	10.3	660	2.9			11.9	10.9	22.6	24.9	8.7	9.3		
Jun-14	0.0	0.0	0.0	0.0	12.3	11.6	20.0	21.0	9.4	9.5	374	4.6			10.6	10.3	22.3	23.1	8.6	9.0		
Jul-14	0.0	0.0	0.0	0.0	10.6	9.6	21.5	22.8	8.9	9.5	550	0.9	232	10	9.4	8.1	23.4	24.6	8.1	9.0	240	9
Aug-14	0.0	0.0	0.0	0.0	11.9	10.8	20.2	21.6	9.2	9.6	438	4.6			9.8	8.8	23.9	25.0	8.4	8.7		
Sep-14	0.0	0.0	0.0	0.0	11.7	9.2	24.4	30.8	9.0	9.9	586	4.9			8.5	7.2	26.3	31.5	8.3	9.2		
Oct-14	0.0	0.0	0.0	0.0	11.9	10.2	18.2	19.1	9.1	10.0	242	0.6	127	30	9.2	8.1	22.6	24.2	8.2	9.1	158	4
Nov-14	0.0	0.0	0.0	0.0	13.7	11.9	12.6	16.6	9.1	9.9	450	2.2			9.5	8.3	22.5	24.9	7.8	8.7		
Dec-14	0.0	0.0	0.0	0.0	12.5	11.3	15.0	18.4	8.9	9.7	690	3.6			8.8	6.7	22.8	23.5	7.6	7.8		
Avg	**0.0**	**0.0**	**0.0**	**0.0**	**12.6**	**11.0**	**18.1**	**21.8**	**9.2**	**10.1**	**459**	**3.1**	**181**	**12**	**10.1**	**8.9**	**22.9**	**24.9**	**8.1**	**8.8**	**181**	**6**
Min	**0.0**	**0.0**	**0.0**	**0.0**	**10.6**	**9.2**	**12.6**	**16.6**	**8.9**	**9.5**	**242**	**0.6**	**127**	**4**	**8.5**	**6.7**	**20.6**	**23.1**	**7.6**	**7.8**	**158**	**4**
Max	**0.0**	**0.0**	**0.0**	**0.0**	**15.1**	**12.7**	**24.4**	**30.8**	**10.1**	**11.3**	**690**	**4.9**	**232**	**30**	**12.7**	**11.0**	**26.3**	**31.5**	**8.7**	**9.3**	**240**	**9**

RP-5 (M-003) & CCWRF (M-004) Effluent and Receiving Water (R-003U, R-003D, & R-004U) Data **Table No. 6b**

	M-003 Cl_2 Residual*		M-004 Cl2 Residual*		Upstream Chino Creek (R-003U)										Downstream Chino Creek (R-003D)								Upstream Chino Creek (R-004U)									
					DO		Temp		pH		TDS	TIN	Total Hardness	TSS	DO		Temp		pH		Total Hardness	TSS	DO		Temp		pH		TDS	TIN	Total Hardness	TSS
	Avg	Max	Avg	Max	Avg	Min	Avg	Max	Min	Max	Avg	Avg	Avg	Avg	Avg	Min	Avg	Max	Min	Max	Avg	Avg	Avg	Min	Avg	Max	Min	Max	Avg	Avg	Avg	Avg
Date	mg/L				mg/L		°C		unit		mg/L	mg/L	mg/L	mg/L	mg/L		°C		unit		mg/L	mg/L	mg/L		°C		unit		mg/L	mg/L	mg/L	mg/L
Jan-14	0.0	0.0	0.0	0.0	8.5	7.6	21.1	23.1	7.8	8.8	544	4.6	165	22	7.6	7.0	18.9	20.5	9.4	10.3	272	7	12.0	9.1	15.5	23.0	8.0	9.8	876	3.9	488	2
Feb-14	0.0	0.0	0.0	0.0	8.5	7.5	21.6	23.2	8.1	8.5	524	4.7			7.6	7.5	20.5	21.6	7.8	10.1			10.9	9.7	20.0	26.5	6.7	11.2	618	6.0		
Mar-14	0.0	0.0	0.0	0.0	8.8	7.4	22.8	23.6	8.1	9.6	538	4.6			7.5	6.5	21.5	22.8	7.5	8.5			12.5	10.3	18.0	23.3	8.4	9.6	384	2.9		
Apr-14	0.0	0.0	0.0	0.0	11.0	7.7	23.7	24.8	8.5	9.4	538	4.2	186	5	6.4	5.4	22.8	24.8	7.5	7.7	260	17	10.4	9.8	22.6	26.6	9.3	10.6	772	3.1	448	12
May-14	0.0	0.0	0.0	0.0	12.5	10.5	26.3	31.0	8.7	10.1	600	5.9			5.9	5.7	23.7	24.8	7.2	7.9			12.0	11.6	24.3	29.1	9.7	10.8	794	1.4		
Jun-14	0.0	0.0	0.0	0.0	13.0	8.4	27.8	30.1	8.1	9.0	574	5.3			8.0	5.6	26.3	30.1	7.2	8.6			9.8	8.1	27.4	32.3	9.0	10.2	756	1.3		
Jul-14	0.0	0.0	0.0	0.0	13.2	7.7	30.4	33.1	7.7	10.1	564	4.3	176	2	5.5	5.4	24.3	24.3	7.4	7.4	353	9	11.2	10.7	30.9	38.8	8.8	10.7	718	0.6	385	18
Aug-14	0.0	0.0	0.0	0.0	13.7	9.8	30.2	32.9	8.5	10.8	586	6.2											11.9	9.4	29.3	34.4	9.4	10.9	592	0.9		
Sep-14	0.0	0.0	0.0	0.0	10.0	7.4	28.2	31.5	8.5	9.3	586	6.1											10.4	9.2	26.1	33.9	9.1	11.6	572	2.6		
Oct-14	0.0	0.0	0.0	0.0	9.0	6.3	27.5	29.7	8.9	9.5	612	6.1	177	9									11.7	9.3	26.2	29.7	9.9	11.9	755	2.0	438	1528
Nov-14	0.0	0.0	0.0	0.0	10.2	8.7	24.5	26.5	9.3	9.6	556	6.0			6.8	6.6	18.9	21.0	6.7	6.8	237	10	13.2	11.1	21.7	24.4	10.6	12.7	952	5.3		
Dec-14	0.0	0.0	0.0	0.0	9.2	7.9	21.3	24.9	9.3	10.3	678	5.7			6.9	6.3	21.6	22.5	6.7	7.0			15.0	13.5	16.9	20.4	7.5	12.7	978	3.1		
Avg	**0.0**	**0.0**	**0.0**	**0.0**	**10.6**	**8.1**	**25.4**	**27.9**	**8.5**	**9.6**	**575**	**5.3**	**176**	**10**	**6.9**	**6.2**	**22.6**	**23.6**	**7.7**	**8.7**	**281**	**11**	**11.7**	**10.1**	**23.2**	**28.5**	**8.9**	**11.0**	**731**	**2.8**	**440**	**390**
Min	**0.0**	**0.0**	**0.0**	**0.0**	**8.5**	**6.3**	**21.1**	**23.1**	**7.7**	**8.5**	**524**	**4.2**	**165**	**2**	**5.5**	**5.4**	**18.9**	**20.5**	**7.2**	**7.4**	**237**	**7**	**9.8**	**8.1**	**15.5**	**20.4**	**6.7**	**9.6**	**384**	**0.6**	**385**	**2**
Max	**0.0**	**0.0**	**0.0**	**0.0**	**13.7**	**10.5**	**30.4**	**33.1**	**9.3**	**10.8**	**678**	**6.2**	**186**	**22**	**8.0**	**7.5**	**26.3**	**30.1**	**9.4**	**10.3**	**353**	**17**	**15.0**	**13.5**	**30.9**	**38.8**	**10.6**	**12.7**	**978**	**6.0**	**488**	**1,528**

* A chlorine residual of 0.0 mg/L signifies a positive sodium bisulfite residual and a negative chlorine residual.

RP-1 (REC-001) & RP-4 (REC-002) Recycled Water Data — Table No. 7a

	REC-001											REC-002										
	Flow	pH	Turbidity	CT	Daily Coliform		7-day Median		BOD	TSS	TDS	Flow	pH	Turbidity	CT	Daily Coliform		7-day Median		BOD	TSS	TDS
	Avg	Avg	Avg	Min	Avg	Max	Avg	Max	Avg	Avg	Avg	Avg	Avg	Avg	Min	Avg	Max	Avg	Max	Avg	Avg	Avg
Date	mgd	unit	NTU	mg-min/L	MPN / 100 mL				mg/L			mgd	unit	NTU	mg-min/L	MPN / 100 mL				mg/L		
Jan-14	13.9	7.1	0.6	613	<2	2	<2	<2	<2	<2	503	8.5	7.0	0.7	852	<2	<2	<2	<2	<2	<2	483
Feb-14	10.7	7.1	0.6	608	<2	4	<2	2	<2	<2	510	7.1	7.0	0.7	491	<2	2	<2	<2	<2	<2	486
Mar-14	8.1	7.1	0.6	699	<2	4	<2	<2	<2	<2	482	6.2	7.1	0.5	655	<2	<2	<2	<2	<2	<2	452
Apr-14	13.8	7.2	0.6	690	<2	2	<2	<2	<2	<2	508	8.3	7.3	0.5	577	<2	2	<2	<2	<2	<2	484
May-14	15.4	7.2	0.7	783	<2	2	<2	<2	<2	<2	508	9.7	7.1	0.4	748	<2	2	<2	<2	<2	<2	494
Jun-14	22.0	7.3	0.6	787	<2	<2	<2	<2	<2	<2	492	10.1	7.0	0.4	541	<2	<2	<2	<2	<2	<2	477
Jul-14	21.8	7.4	0.7	710	<2	2	<2	<2	<2	<2	489	10.4	7.0	0.3	657	<2	<2	<2	<2	<2	<2	451
Aug-14	22.9	7.4	0.6	619	<2	2	<2	<2	<2	<2	508	10.0	7.1	0.4	655	<2	<2	<2	<2	<2	<2	453
Sep-14	21.7	7.3	0.6	665	<2	2	<2	<2	<2	<2	506	9.2	7.2	0.7	758	<2	<2	<2	<2	<2	<2	521
Oct-14	18.5	7.3	0.6	587	<2	12	<2	<2	<2	<2	532	4.7	7.3	0.5	801	<2	<2	<2	<2	<2	<2	513
Nov-14	13.4	7.2	0.7	675	<2	2	<2	<2	<2	<2	558	12.1	7.3	0.4	711	<2	2	<2	<2	<2	<2	513
Dec-14	2.3	7.1	0.6	629	<2	2	<2	<2	<2	<2	563	29.0	7.3	0.3	823	<2	<2	<2	<2	<2	<2	526
Avg	**15.4**	**7.2**	**0.6**	**673**	**<2**	**3**	**<2**	**<2**	**<2**	**<2**	**513**	**10.4**	**7.1**	**0.5**	**683**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**488**
Min	**2.3**	**7.1**	**0.6**	**587**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**482**	**4.7**	**7.0**	**0.3**	**491**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**451**
Max	**22.9**	**7.4**	**0.7**	**787**	**<2**	**12**	**<2**	**2**	**<2**	**<2**	**563**	**29.0**	**7.3**	**0.7**	**852**	**<2**	**2**	**<2**	**<2**	**<2**	**<2**	**526**

RP-5 (REC-003) & CCWRF (REC-004) Recycled Water Data — Table No. 7b

	REC-003											REC-004										
	Flow	pH	Turbidity	CT	Daily Coliform		7-day Median		BOD	TSS	TDS	Flow	pH	Turbidity	CT	Daily Coliform		7-day Median		BOD	TSS	TDS
	Avg	Avg	Avg	Min	Avg	Max	Avg	Max	Avg	Avg	Avg	Avg	Avg	Avg	Min	Avg	Max	Avg	Max	Avg	Avg	Avg
Date	mgd	unit	NTU	mg-min/L	MPN / 100 mL				mg/L			mgd	unit	NTU	mg-min/L	MPN / 100 mL				mg/L		
Jan-14	5.8	6.8	1.2	477	<2	<2	<2	<2	<2	<2	505	0.0	6.8	0.5	689	<2	<2	<2	<2	<2	<2	
Feb-14	4.9	6.7	1.1	506	<2	<2	<2	<2	<2	<2	490	0.0	6.7	0.3	627	<2	2	<2	<2	<2	<2	
Mar-14	3.7	6.8	1.3	501	<2	<2	<2	<2	<2	<2	505	0.0	7.0	0.4	566	<2	<2	<2	<2	<2	<2	
Apr-14	6.1	6.8	1.5	488	<2	2	<2	<2	<2	<2	518	5.1	7.1	0.6	495	<2	2	<2	<2	<2	<2	546
May-14	6.7	6.8	0.9	504	<2	2	<2	<2	<2	<2	531	6.4	6.9	0.7	579	<2	2	<2	<2	<2	<2	558
Jun-14	4.8	6.8	0.9	524	<2	2	<2	<2	<2	<2	514	6.2	6.8	0.6	543	<2	2	<2	<2	<2	<2	554
Jul-14	5.3	6.9	1.2	519	<2	<2	<2	<2	<2	<2	525	5.8	6.9	0.4	513	<2	2	<2	<2	<2	<2	537
Aug-14	4.1	6.9	1.0	509	<2	<2	<2	<2	<2	<2	525	5.4	7.0	0.4	504	<2	<2	<2	<2	<2	<2	565
Sep-14	4.9	6.8	1.2	675	<2	<2	<2	<2	<2	<2	533	6.2	6.9	0.4	476	<2	2	<2	<2	<2	<2	555
Oct-14	4.5	6.8	1.2	500	<2	<2	<2	<2	<2	<2	552	2.9	7.0	0.4	479	<2	<2	<2	<2	<2	<2	565
Nov-14	4.3	6.7	1.2	481	<2	2	<2	<2	<2	<2	572	0.4	7.1	0.5	493	<2	2	<2	<2	<2	<2	575
Dec-14	0.5	6.9	0.8	526	<2	2	<2	<2	<2	<2	561	0.3	7.1	0.4	591	<2	2	<2	<2	<2	<2	556
Avg	**4.6**	**6.8**	**1.1**	**503**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**528**	**3.2**	**6.9**	**0.5**	**553**	**<2**	**2**	**<2**	**<2**	**<2**	**<2**	**556**
Min	**0.5**	**6.7**	**0.8**	**477**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**490**	**0.0**	**6.7**	**0.3**	**476**	**<2**	**<2**	**<2**	**<2**	**<2**	**<2**	**537**
Max	**6.7**	**6.9**	**1.5**	**526**	**<2**	**2**	**<2**	**<2**	**<2**	**<2**	**572**	**6.4**	**7.1**	**0.7**	**689**	**<2**	**2**	**<2**	**<2**	**<2**	**<2**	**575**

RP-1 (M-001B) Effluent Monthly Inorganic & Organic Data — **Table No. 8a**

	Total Hardness	HCO_3^2	B	Ca	CO_3^2	Cl	F	Mg	Na	SO_4	Cd, TR	Cr, Total	Cu, TR	Pb, TR	Hg, TR	Se, TR	Ag, TR	Zn, TR	Bis(2-ethylhexyl) phthalate	Bromodi-chloromethane	CN, Free*
Date	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
Limits																4.1 mo avg; 8.2 max daily			5.9 mo avg; 11.9 max daily		4.2 mo avg; 8.5 max daily
Jan-14	157	136	0.2	46	0	120	0.2	10	111	44	<0.25	0.9	3	<0.5	<0.05	<2	<0.25	22	<2	26	<2
Feb-14	149	122	0.2	44	0	124	0.2	10	104	52	<0.25	0.8	2	<0.5	<0.05	<2	<0.25	24	<2		<2
Mar-14	152	123	0.2	46	0	116	0.2	9	105	53	<0.25	0.8	2	<0.5	<0.05	<2	<0.25	21	<2		<2
Apr-14	162	148	0.2	49	0	123	0.2	10	110	54	<0.25	0.8	2	<0.5	<0.05	<2	0.51	24	<2	28	<2
May-14	163	143	0.3	49	0	132	0.2	10	107	52	<0.25	0.6	2	<0.5	<0.05	<2	<0.25	25	<2		<2
Jun-14	154	158	0.2	47	0	114	0.2	9	102	50	<0.25	0.8	2	<0.5	<0.05	<2	<0.25	22	<2		<2
Jul-14	160	150	0.2	48	0	107	0.2	9	100	58	<0.25	0.7	2	<0.5	<0.05	<2	<0.25	24	<2	32	<2
Aug-14	163	157	0.3	51	0	113	0.2	9	96	59	<0.25	0.9	4	<0.5	<0.05	<2	<0.25	20	<2		<2
Sep-14	162	161	0.3	49	0	119	0.2	10	106	63	<0.25	1.4	5	<0.5	<0.05	<2	<0.25	21	<2		<2
Oct-14	157	159	0.3	47	0	115	0.2	10	109	59	<0.25	1.1	4	<0.5	<0.05	<2	<0.25	22	<2	36	<2
Nov-14	171	141	0.3	50	0	132	0.2	11	116	67	<0.25	1.0	4	<0.5	<0.05	<2	<0.25	22	<2		<2
Dec-14	158	139	0.3	47	0	132	0.3	10	114	80	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	25	<2		<2
Avg	**159**	**145**	**0.3**	**48**	**0**	**121**	**0.2**	**10**	**107**	**58**	**<0.25**	**0.9**	**3**	**<0.5**	**<0.05**	**<2**	**<0.27**	**23**	**<2**	**30**	**<2**
Min	**149**	**122**	**0.2**	**44**	**0**	**107**	**0.2**	**9**	**96**	**44**	**<0.25**	**<0.5**	**2**	**<0.5**	**<0.05**	**<2**	**<0.25**	**20**	**<2**	**26**	**<2**
Max	**171**	**161**	**0.3**	**51**	**0**	**132**	**0.3**	**11**	**116**	**80**	**<0.25**	**1.4**	**5**	**<0.5**	**<0.05**	**<2**	**0.51**	**25**	**<2**	**36**	**<2**

RP-1/RP-4 (M-002A) Effluent Monthly Inorganic & Organic Data — **Table No. 8b**

	Total Hardness	HCO_3^{2-}	B	Ca	CO_3^{2-}	Cl	F	Mg	Na	SO_4	Cd, TR	Cr, Total	Cu, TR	Pb, TR	Hg, TR	Se, TR	Ag, TR	Zn, TR	Bis(2-ethylhexyl) phthalate	Bromodi-chloromethane	CN, Free*
Date	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
Limits																4.1 mo avg; 8.2 max daily			5.9 mo avg; 11.9 max daily		4.2 mo avg; 8.5 max daily
Jan-14	159	133	0.2	47	0	119	0.2	10	117	57	<0.25	0.8	3	<0.5	<0.05	<2	<0.25	23	<2	17	<2
Feb-14	149	111	0.2	43	0	123	0.2	10	114	80	<0.25	0.8	2	<0.5	<0.05	<2	<0.25	25	<2		<2
Mar-14	148	114	0.2	45	0	116	0.2	9	109	65	<0.25	0.8	2	<0.5	<0.05	<2	<0.25	22	<2		<2
Apr-14	161	132	0.2	48	0	124	0.2	10	118	80	<0.25	0.7	2	<0.5	<0.05	<2	<0.25	24	<2	19	<2
May-14	168	136	0.3	51	0	134	0.2	10	117	69	<0.25	0.6	2	<0.5	<0.05	<2	<0.25	25	<2		<2
Jun-14	150	149	0.2	46	0	115	0.2	8	105	66	<0.25	0.7	2	<0.5	<0.05	<2	<0.25	21	<2		<2
Jul-14	163	147	0.2	50	0	99	0.2	9	108	66	<0.25	0.8	4	<0.5	<0.05	<2	<0.25	25	<2	24	<2
Aug-14	166	156	0.3	52	0	113	0.2	9	101	71	<0.25	1.1	4	<0.5	<0.05	<2	<0.25	19	<2		<2
Sep-14	164	149	0.3	49	0	121	0.2	10	112	78	<0.25	1.0	4	<0.5	<0.05	<2	<0.25	21	<2		<2
Oct-14	156	156	0.3	46	0	115	0.2	10	110	70	<0.25	1.0	3	<0.5	<0.05	<2	<0.25	22	<2	28	<2
Nov-14	167	141	0.3	49	0	128	0.2	10	122	81	<0.25	1.1	4	<0.5	<0.05	<2	<0.25	22	<2		<2
Dec-14	159	131	0.3	47	0	121	0.3	10	122	93	<0.25	<0.5	5	<0.5	<0.05	<2	<0.25	25	<2		<2
Avg	**159**	**138**	**0.3**	**48**	**0**	**119**	**0.2**	**10**	**113**	**73**	**<0.25**	**0.8**	**3**	**<0.5**	**<0.05**	**<2**	**<0.25**	**23**	**<2**	**22**	**<2**
Min	**148**	**111**	**0.2**	**43**	**0**	**99**	**0.2**	**8**	**101**	**57**	**<0.25**	**<0.5**	**2**	**<0.5**	**<0.05**	**<2**	**<0.25**	**19**	**<2**	**17**	**<2**
Max	**168**	**156**	**0.3**	**52**	**0**	**134**	**0.3**	**10**	**122**	**93**	**<0.25**	**1.1**	**5**	**<0.5**	**<0.05**	**<2**	**<0.25**	**25**	**<2**	**28**	**<2**

*Free Cyanide is analyzed using ASTM-D7237 for analysis of aquatic free cyanide in accordance with R8-2009-0021

RP-5 (M-003) Effluent Monthly Inorganic Data — **Table No. 8c**

	Total Hardness	HCO_3^{2-}	B	Ca	CO_3^{2-}	Cl	F	Mg	Na	SO_4	Cd, TR	Cr, Total	Cu, TR	Pb, TR	Hg, TR	Se, TR	Ag, TR	Zn, TR	Bis(2-ethylhexyl) phthalate	Bromodi-chloromethane	CN, Free*
Date	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
Limits																			5.9 mo avg; 11.9 max daily	46 mo avg; 92 max daily	4.6 mo avg; 7.3 max daily
Jan-14	131	142	0.1	39	0	125	0.1	8	27	57	<0.25	0.9	7	<0.5	<0.05	<2	<0.25	38	<2	27	<2
Feb-14	180	132	0.2	53	0	131	0.1	11	91	51	<0.25	0.9	6	<0.5	<0.05	<2	<0.25	43	<2	22	<2
Mar-14	179	137	0.2	54	0	123	0.1	11	98	60	<0.25	0.8	6	<0.5	<0.05	<2	<0.25	30	<2	18	<2
Apr-14	191	120	0.3	57	0	154	0.1	12	109	63	<0.25	0.8	6	<0.5	<0.05	<2	<0.25	31	<2	22	<2
May-14	197	141	0.3	58	0	140	0.4	13	114	72	<0.25	0.8	4	<0.5	<0.05	<2	<0.25	27	<2	30	<2
Jun-14	179	147	0.3	54	0	130	0.2	11	101	67	<0.25	0.8	4	<0.5	<0.05	<2	<0.25	25	<2	26	<2
Jul-14	212	149	0.3	63	0	133	0.2	14	114	71	<0.25	0.7	6	<0.5	<0.05	<2	<0.25	33	<2	36	<2
Aug-14																					
Sep-14																					
Oct-14																					
Nov-14	204	123	0.3	61	0	146	0.1	13	106	79	0.38	1.1	8	<0.5	<0.05	<2	<0.25	40	<2	21	<2
Dec-14	200	118	0.3	61	0	145	0.1	12	103	68	<0.25	<0.5	7	<0.5	<0.05	<2	<0.25	41	<2	25	<2
Avg	**186**	**134**	**0.3**	**56**	**0**	**136**	**0.2**	**12**	**96**	**65**	**<0.26**	**0.8**	**6**	**<0.5**	**<0.05**	**<2**	**<0.25**	**34**	**<2**	**25**	**<2**
Min	**131**	**118**	**0.1**	**39**	**0**	**123**	**0.1**	**8**	**27**	**51**	**<0.25**	**<0.5**	**4**	**<0.5**	**<0.05**	**<2**	**<0.25**	**25**	**<2**	**18**	**<2**
Max	**212**	**149**	**0.3**	**63**	**0**	**154**	**0.4**	**14**	**114**	**79**	**0.38**	**1.1**	**8**	**<0.5**	**<0.05**	**<2**	**<0.25**	**43**	**<2**	**36**	**<2**

CCWRF (M-004) Effluent Monthly Inorganic Data — **Table No. 8d**

	Total Hardness	HCO_3^{2-}	B	Ca	CO_3^{2-}	Cl	F	Mg	Na	SO_4	Cd, TR	Cr, Total	Cu, TR	Pb, TR	Hg, TR	Se, TR	Ag, TR	Zn, TR	Bis(2-ethylhexyl) phthalate	Bromodi-chloromethane	CN, Free*
Date	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
Limits																			5.9 mo avg; 11.9 max daily		4.3 mo avg; 8.5 max daily
Jan-14	175	139	0.3	49	0	133	0.1	13	121	66	<0.25	0.9	6	<0.5	<0.05	<2	<0.25	26	<2	39	<2
Feb-14	165	128	0.2	49	0	140	0.1	11	106	65	<0.25	0.8	6	<0.5	<0.05	<2	<0.25	32	<2		<2
Mar-14	160	113	0.2	47	0	146	0.1	10	118	68	<0.25	0.9	6	<0.5	<0.05	2	<0.25	34	<2		<2
Apr-14	178	135	0.3	53	0	146	<0.1	11	122	75	<0.25	1.0	6	<0.5	<0.05	<2	<0.25	44	<2	38	<2
May-14	179	89	0.3	53	0	152	0.2	11	172	189	<0.25	0.9	5	<0.5	<0.05	<2	<0.25	43	<2		<2
Jun-14	170	110	0.2	50	0	145	0.2	11	121	102	<0.25	0.9	9	<0.5	<0.05	<2	<0.25	34	<2		<2
Jul-14	182	114	0.3	54	0	136	0.2	11	124	105	<0.25	0.8	6	<0.5	<0.05	<2	<0.25	46	<2	28	<2
Aug-14	191	124	0.3	57	0	143	0.1	12	107	78	<0.25	1.4	8	<0.5	<0.05	<2	<0.25	54	<2		<2
Sep-14	166	110	0.3	47	0	157	0.1	12	128	102	<0.25	1.2	9	<0.5	<0.05	<2	<0.25	38	<2	39	<2
Oct-14	167	126	0.3	46	0	158	0.1	12	126	87	<0.25	1.3	6	<0.5	<0.05	<2	<0.25	40	<2	41	<2
Nov-14	177	125	0.3	53	0	142	0.3	11	115	78	<0.25	1.3	6	<0.5	<0.05	<2	0.34	40	<2		<2
Dec-14	182	128	0.3	55	0	137	0.2	11	106	72	<0.25	0.5	5	<0.5	<0.05	<2	<0.25	49	<2		<2
Avg	**174**	**120**	**0.3**	**51**	**0**	**145**	**0.2**	**11**	**122**	**91**	**<0.25**	**1.0**	**6**	**<0.5**	**<0.05**	**<2**	**<0.26**	**40**	**<2**	**37**	**<2**
Min	**160**	**89**	**0.2**	**46**	**0**	**133**	**0.1**	**10**	**106**	**65**	**<0.25**	**0.5**	**5**	**<0.5**	**<0.05**	**<2**	**<0.25**	**26**	**<2**	**28**	**<2**
Max	**191**	**139**	**0.3**	**57**	**0**	**158**	**0.3**	**13**	**172**	**189**	**<0.25**	**1.4**	**9**	**<0.5**	**<0.05**	**2**	**0.34**	**54**	**<2**	**41**	**<2**

*Free Cyanide is analyzed using ASTM-D7237 for analysis of aquatic free cyanide in accordance with R8-2009-0021

RP-1 (M-001B) Effluent Quarterly Data — **Table No. 9a**

Date	Al, TR µg/L	Sb, TR µg/L	As, TR µg/L	Ba, TR µg/L	Co, TR µg/L	Ni, TR µg/L
Jan-14	30	<1	<2	13	<1	3
Feb-14	32	<1	<2	15	<1	3
Mar-14	103	<1	<2	14	<1	3
Apr-14	<25	<1	<2	14	<1	3
May-14	34	<1	<2	17	<1	3
Jun-14	47	<1	<2	17	<1	2
Jul-14	38	<1	<2	13	<1	3
Aug-14	37	<1	<2	15	<1	2
Sep-14	40	<1	<2	15	<1	2
Oct-14	37	<1	<2	17	<1	3
Nov-14	37	<1	<2	15	<1	3
Dec-14	33	<1	<2	15	<1	3
Avg	**41**	**<1**	**<2**	**15**	**<1**	**3**
Min	**<25**	**<1**	**<2**	**13**	**<1**	**2**
Max	**103**	**<1**	**<2**	**17**	**<1**	**3**

RP-1/RP-4 (M-002A) Effluent Quarterly Data — **Table No. 9b**

Al, TR µg/L	Sb, TR µg/L	As, TR µg/L	Ba, TR µg/L	Co, TR µg/L	Ni, TR µg/L
28	<1	<2	13	<1	3
32	<1	<2	15	<1	2
110	<1	<2	14	<1	3
<25	<1	<2	14	<1	2
34	<1	<2	17	<1	2
44	<1	<2	17	<1	2
40	<1	<2	13	<1	3
36	<1	<2	15	<1	2
43	<1	<2	15	<1	2
35	<1	<2	17	<1	2
40	<1	<2	14	<1	3
45	<1	<2	15	<1	3
43	**<1**	**<2**	**15**	**<1**	**3**
<25	**<1**	**<2**	**13**	**<1**	**2**
110	**<1**	**<2**	**17**	**<1**	**3**

RP-5 (M-003) Effluent Quarterly Data — **Table No. 9c**

Date	Al, TR µg/L	Sb, TR µg/L	As, TR µg/L	Ba, TR µg/L	Co, TR µg/L	Ni, TR µg/L
Jan-14	54	<1	<2	26	<1	2
Feb-14	<25	<1	<2	26	<1	2
Mar-14	<25	<1	<2	18	<1	3
Apr-14	59	<1	<2	16	<1	3
May-14	43	<1	<2	12	<1	3
Jun-14	30	<1	<2	18	<1	3
Jul-14	66	<1	<2	19	<1	3
Aug-14						
Sep-14						
Oct-14						
Nov-14	41	<1	2	22	<1	2
Dec-14	<25	<1	<2	27	<1	2
Avg	**41**	**<1**	**<2**	**20**	**<1**	**3**
Min	**<25**	**<1**	**<2**	**12**	**<1**	**2**
Max	**66**	**<1**	**2**	**27**	**<1**	**3**

CCWRF (M-004) Effluent Quarterly Data — **Table No. 9d**

Al, TR µg/L	Sb, TR µg/L	As, TR µg/L	Ba, TR µg/L	Co, TR µg/L	Ni, TR µg/L
<25	<1	<2	13	<1	2
<25	<1	<2	11	<1	2
<25	<1	<2	8	<1	3
30	<1	<2	12	<1	4
43	<1	<2	14	<1	4
35	<1	<2	11	<1	3
46	<1	<2	15	<1	3
77	<1	<2	17	<1	4
34	<1	<2	14	<1	3
46	<1	2	14	<1	2
67	<1	2	15	<1	2
44	<1	2	18	<1	2
41	**<1**	**<2**	**14**	**<1**	**3**
<25	**<1**	**<2**	**8**	**<1**	**2**
77	**<1**	**2**	**18**	**<1**	**4**

Table No. 10

	Discharged Eff Flow			TIN						Agency-wide TIN				
	RP1/RP4	RP5	CC	RP1/RP4		RP5		CC		Discharge		Limit		12-MRA
Mo-Yr										flow wt.	total	flow wt.	total	flow-wt.
		MGD		mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L
Jan-14	10.6	3.5	6.0	6.7	600	6.7	190	4.1	200	5.9	990	8	5,338	6.6
Feb-14	15.7	4.6	5.2	6.8	890	5.6	210	4.3	180	6.1	1,280	8	5,338	6.5
Mar-14	17.8	5.1	5.8	6.1	900	4.6	190	4.3	210	5.5	1,300	8	5,338	6.5
Apr-14	8.0	3.8	3.1	5.1	340	5.7	180	4.9	130	5.2	650	8	5,338	6.4
May-14	4.5	3.1	1.1	5.6	210	4.4	120	5.8	50	5.2	380	8	5,338	6.3
Jun-14	3.2	2.1	0.7	4.1	110	4.4	80	5.5	30	4.4	220	8	5,338	6.1
Jul-14	4.7	0.4	0.8	3.3	130	4.2	10	4.9	30	3.5	170	8	5,338	6.0
Aug-14	6.1	0.0	1.2	3.0	150	6.1	0	6.1	60	3.5	210	8	5,338	5.7
Sep-14	6.1	0.0	2.2	3.8	190	6.0	0	5.0	90	4.1	280	8	5,338	5.4
Oct-14	7.7	0.0	5.9	5.0	320	6.5	0	4.7	230	4.9	550	8	5,338	5.2
Nov-14	14.1	1.8	8.4	6.4	750	8.0	120	4.8	340	5.9	1,210	8	5,338	5.1
Dec-14	30.9	9.1	6.9	6.2	1,600	6.8	520	5.0	290	6.2	2,410	8	5,338	5.0
Avg	**10.8**	**2.8**	**3.9**	**5.2**	**520**	**5.7**	**140**	**5.0**	**150**	**5.0**	**800**	**8**	**5,338**	**5.9**
Min	**3.2**	**0.0**	**0.7**	**3.0**	**110**	**4.2**	**0**	**4.1**	**30**	**3.5**	**170**	**8**	**5,338**	**5.0**
Max	**30.9**	**9.1**	**8.4**	**6.8**	**1,600**	**8.0**	**520**	**6.1**	**340**	**6.2**	**2,410**	**8**	**5,338**	**6.6**

Agency-wide TDS 12-Month Running Averages **Table No. 11**

	Flows								Total Dissolved Solids (TDS)								Agency-wide TDS				
	001 [1]	RP-1 RW	002	RP-4 RW	RP-5	RP-5 RW	CC	CC RW	001	RP-1 RW [2]	002	RP-4 RW	RP-5	RP-5 RW [2]	CC	CC RW [2]	Discharge		Limit		12-MRA
Mo-Yr	MGD								mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	flow wt. mg/L	total lbs/day	flow wt. mg/L	total lbs/day	flow wt. mg/L
Jan-14	3.0	13.9	7.7	8.5	3.5	5.8	6.0	0.0	525	503	519	483	524	505	541	NA	510	205,380	550	366,960	500
Feb-14	3.6	10.7	12.1	7.1	4.6	4.9	5.2	0.0	524	510	511	486	508	490	540	NA	509	204,450	550	366,960	502
Mar-14	2.8	8.1	15.0	6.2	5.1	3.7	5.8	0.0	504	482	498	452	522	505	538	NA	497	193,700	550	366,960	502
Apr-14	2.6	13.8	5.4	8.3	3.8	6.1	3.1	5.1	529	508	516	484	541	518	561	546	517	198,390	550	366,960	504
May-14	2.1	15.4	2.4	9.7	3.1	6.7	1.1	6.4	557	508	527	494	558	531	619	558	524	180,140	550	366,960	505
Jun-14	1.7	22.0	1.5	10.1	2.1	4.8	0.7	6.2	539	492	527	477	562	514	586	554	506	181,960	550	366,960	506
Jul-14	1.8	21.8	3.0	10.4	0.4	5.3	0.8	5.8	524	489	497	451	576	525	575	537	494	180,570	550	366,960	505
Aug-14	2.8	22.9	3.3	10.0	0.0	4.1	1.2	5.4	529	508	519	453	NA	525	593	565	508	190,540	550	366,960	506
Sep-14	2.5	21.7	3.7	9.2	0.0	4.9	2.2	6.2	560	506	511	521	NA	533	584	555	524	201,240	550	366,960	508
Oct-14	3.0	18.5	4.7	9.9	0.0	4.5	5.9	2.9	558	532	543	513	NA	552	586	565	541	236,290	550	366,960	512
Nov-14	1.9	13.4	12.2	7.2	1.8	4.3	8.4	0.4	602	558	582	535	581	572	597	575	571	274,020	550	366,960	518
Dec-14	1.6	2.3	29.2	3.8	9.1	0.5	6.9	0.3	558	563	565	526	581	561	569	556	565	283,550	550	366,960	522
Avg	**2.4**	**15.4**	**8.3**	**8.4**	**2.8**	**4.6**	**3.9**	**3.2**	**542**	**513**	**526**	**489**	**550**	**528**	**574**	**556**	**522**	**210,850**	**550**	**366,960**	**508**
Min	**1.6**	**2.3**	**1.5**	**3.8**	**0.0**	**0.5**	**0.7**	**0.0**	**504**	**482**	**497**	**451**	**508**	**490**	**538**	**537**	**494**	**180,140**	**550**	**366,960**	**500**
Max	**3.6**	**22.9**	**29.2**	**10.4**	**9.1**	**6.7**	**8.4**	**6.4**	**602**	**563**	**582**	**535**	**581**	**572**	**619**	**575**	**571**	**283,550**	**550**	**366,960**	**522**

NOTES: [1] Prior to April 2010, 001 effluent flow included recycled water flow.

[2] Flow and TDS added to flow-weight for RP-1, RP-5, and CCWRF recycled water (May 2010)

NA: Not Analyzed, due to no discharge

APPENDIX B

RECYCLED WATER

COMPLIANCE DATA

INLAND EMPIRE UTILITIES AGENCY
Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report
RP-1 (M-001B) Effluent Remaining Priority Pollutants

Table 18a

RP-1 (M-001B) Effluent Remaining Priority Pollutant Metals, µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Thallium (Tl)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
RP-1 (M-001B) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L													
1,1,1-Trichloroethane							<1		<1				<1
1,1,2,2-Tetrachloroethane							<0.5		<0.5				<0.5
1,1,2-Trichloroethane							<1		<1				<1
1,1-Dichloroethane							<0.5		<0.5				<0.5
1,1-Dichloroethene							<1		<1				<1
1,2-Dichlorobenzene							<1		<1				<1
1,2-Dichloroethane							<1		<1				<1
1,2-Dichloropropane							<0.5		<0.5				<0.5
1,3-Dichlorobenzene							<1		<1				<1
1,4-Dichlorobenzene							<1		<1				<1
2-Chloroethyl vinyl ether							<1		<1				<1
Benzene							<1		<1				<1
Bromodichloromethane							32		28				32
Bromoform							<1		<1				<1
Bromomethane							<1		<1				<1
Carbon tetrachloride							<1		<1				<1
Chlorobenzene							<1		<1				<1
Chloroethane							<1		<1				<1
Chloroform							90		55				90
Chloromethane							<1		<1				<1
cis-1,3-Dichloropropene							<1		<1				<1
Dibromochloromethane							6		7				7
Ethylbenzene							<1		<1				<1
Methylene chloride							<1		<1				<1
Tetrachloroethene							<1		<1				<1
Toluene							<1		<1				<1
trans-1,2-Dichloroethene							<0.5		<0.5				<0.5
trans-1,3-Dichloropropene							<1		<1				<1
Trichloroethene							<1		<1				<1
Trichlorofluoromethane							<2		<2				<2
Vinyl chloride							<1		<1				<1
Acrolein							<2						<2
Acrylonitrile							<2						<2

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RP-1 (M-001B) Effluent Remaining Priority Pollutants

Table 18b

RP-1 (M-001B) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene							<1		<1				<1
1,2-Dichlorobenzene							<1		<1				<1
1,3-Dichlorobenzene							<1		<1				<1
1,4-Dichlorobenzene							<1		<1				<1
2,4,6-Trichlorophenol							<1		<1				<1
2,4-Dichlorophenol							<2		<2				<2
2,4-Dimethylphenol							<1		<1				<1
2,4-Dinitrophenol							<3		<3				<3
2,4-Dinitrotoluene							<1		<1				<1
2,6-Dinitrotoluene							<2		<2				<2
2-Chloronaphthalene							<1		<1				<1
2-Chlorophenol							<1		<1				<1
2-Methyl-4,6-dinitrophenol							<2		<2				<2
2-Nitrophenol							<1		<1				<1
3,3-Dichlorobenzidine							<5		<5				<5
4-Bromophenyl phenyl ether							<1		<1				<1
4-Chloro-3-methylphenol							<1		<1				<1
4-Chlorophenyl phenyl ether							<1		<1				<1
4-Nitrophenol							<3		<3				<3
Acenaphthene							<1		<1				<1
Acenaphthylene							<1		<1				<1
Anthracene							<1		<1				<1
Azobenzene							<1		<1				<1
Benzidine							<5		<5				<5
Benzo(a)anthracene							<5		<5				<5
Benzo(a)pyrene							<1		<1				<1
Benzo(b)fluoranthene							<1		<1				<1
Benzo(g,h,i)perylene							<2		<2				<2
Benzo(k)fluoranthene							<1		<1				<1
Bis(2-chloroethoxy)methane							<2		<2				<2
Bis(2-chloroethyl)ether							<1		<1				<1
Bis(2-chloroisopropyl)ether							<1		<1				<1
Bis(2-ethylhexyl)phthalate	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Butyl benzyl phthalate							<1		<1				<1
Chrysene							<1		<1				<1
Dibenzo(a,h)anthracene							<1		<1				<1
Diethyl phthalate							<2		<2				<2
Dimethyl phthalate							<1		<1				<1
Di-n-butyl phthalate							<1		<1				<1
Di-n-octyl phthalate							<1		<1				<1
Fluoranthene							<1		<1				<1
Fluorene							<1		<1				<1
Hexachlorobenzene							<1		<1				<1
Hexachlorobutadiene							<1		<1				<1
Hexachlorocyclopentadiene							<5		<5				<5
Hexachloroethane							<1		<1				<1
Indeno(1,2,3-cd)pyrene							<2		<2				<2
Isophorone							<1		<1				<1
Naphthalene							<1		<1				<1
Nitrobenzene							<1		<1				<1
N-Nitrosodimethylamine							<1		<1				<1
N-Nitroso-di-n-propylamine							<1		<1				<1
N-Nitrosodiphenylamine							<1		<1				<1
Pentachlorophenol							<2		<2				<2
Phenanthrene							<1		<1				<1
Phenol							<1		<1				<1
Pyrene							<1		<1				<1

INLAND EMPIRE UTILITIES AGENCY
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RP-1 (M-001B) Effluent Remaining Priority Pollutants

Table 18c

RP-1 (M-001B) Effluent Pesticides (EPA Method 608), µg/L													
Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD							<0.006						<0.006
4,4-DDE							<0.006						<0.006
4,4-DDT							<0.008						<0.008
Aldrin							<0.004						<0.004
Alpha-BHC							<0.008						<0.008
Beta-BHC							<0.005						<0.005
Delta-BHC							<0.007						<0.007
Dieldrin							<0.006						<0.006
Endosulfan I							<0.01						<0.01
Endosulfan II							<0.007						<0.007
Endosulfan Sulfate							<0.009						<0.009
Endrin							<0.009						<0.009
Endrin aldehyde							<0.006						<0.006
Gamma-BHC							<0.01						<0.01
Heptachlor							<0.006						<0.006
Heptachlor epoxide							<0.007						<0.007
Chlordane							<0.1						<0.1
PCB-1016							<0.5						<0.5
PCB-1221							<0.5						<0.5
PCB-1232							<0.5						<0.5
PCB-1242							<0.5						<0.5
PCB-1248							<0.5						<0.5
PCB-1254							<0.5						<0.5
PCB-1260							<0.5						<0.5
Toxaphene							<0.5						<0.5
RP-1 (M-001B) Effluent Semiannual Dioxins & Furans, pg/L (reported values based on detection limit)													
2,3,7,8-TetraCDD							<5						<5.0

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RP-1/RP-4 (M-002A) Effluent Remaining Priority Pollutants

Table 19a

RP-1/RP-4 (M-002A) Effluent Remaining Priority Pollutant Metals, µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Thallium (Tl)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
RP-1/RP-4 (M-002A) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L													
1,1,1-Trichloroethane							<1	<1					<1
1,1,2,2-Tetrachloroethane							<0.5	<0.5					<0.5
1,1,2-Trichloroethane							<1	<1					<1
1,1-Dichloroethane							<0.5	<0.5					<0.5
1,1-Dichloroethene							<1	<1					<1
1,2-Dichlorobenzene							<1	<1					<1
1,2-Dichloroethane							<1	<1					<1
1,2-Dichloropropane							<0.5	<0.5					<0.5
1,3-Dichlorobenzene							<1	<1					<1
1,4-Dichlorobenzene							<1	<1					<1
2-Chloroethyl vinyl ether							<1	<1					<1
Benzene							<1	<1					<1
Bromodichloromethane							31	33					33
Bromoform							<1	<1					<1
Bromomethane							<1	<1					<1
Carbon tetrachloride							<1	<1					<1
Chlorobenzene							<1	<1					<1
Chloroethane							<1	<1					<1
Chloroform							78	67					78
Chloromethane							<1	<1					<1
cis-1,3-Dichloropropene							<1	<1					<1
Dibromochloromethane							7	9					9
Ethylbenzene							<1	<1					<1
Methylene chloride							<1	<1					<1
Tetrachloroethene							<1	<1					<1
Toluene							<1	<1					<1
trans-1,2-Dichloroethene							<0.5	<0.5					<0.5
trans-1,3-Dichloropropene							<1	<1					<1
Trichloroethene							<1	<1					<1
Trichlorofluoromethane							<2	<2					<2
Vinyl chloride							<1	<1					<1
Acrolein							<2						<2
Acrylonitrile							<2						<2

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RP-1/RP-4 (M-002A) Effluent Remaining Priority Pollutants

Table 19b

RP-1/RP-4 (M-002A) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene							<1	<1					<1
1,2-Dichlorobenzene							<1	<1					<1
1,3-Dichlorobenzene							<1	<1					<1
1,4-Dichlorobenzene							<1	<1					<1
2,4,6-Trichlorophenol							<1	<1					<1
2,4-Dichlorophenol							<2	<2					<2
2,4-Dimethylphenol							<1	<1					<1
2,4-Dinitrophenol							<3	<3					<3
2,4-Dinitrotoluene							<1	<1					<1
2,6-Dinitrotoluene							<2	<2					<2
2-Chloronaphthalene							<1	<1					<1
2-Chlorophenol							<1	<1					<1
2-Methyl-4,6-dinitrophenol							<2	<2					<2
2-Nitrophenol							<1	<1					<1
3,3-Dichlorobenzidine							<5	<5					<5
4-Bromophenyl phenyl ether							<1	<1					<1
4-Chloro-3-methylphenol							<1	<1					<1
4-Chlorophenyl phenyl ether							<1	<1					<1
4-Nitrophenol							<3	<3					<3
Acenaphthene							<1	<1					<1
Acenaphthylene							<1	<1					<1
Anthracene							<1	<1					<1
Azobenzene							<1	<1					<1
Benzidine							<5	<5					<5
Benzo(a)anthracene							<5	<5					<5
Benzo(a)pyrene							<1	<1					<1
Benzo(b)fluoranthene							<1	<1					<1
Benzo(g,h,i)perylene							<2	<2					<2
Benzo(k)fluoranthene							<1	<1					<1
Bis(2-chloroethoxy)methane							<2	<2					<2
Bis(2-chloroethyl)ether							<1	<1					<1
Bis(2-chloroisopropyl)ether							<1	<1					<1
Bis(2-ethylhexyl)phthalate	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Butyl benzyl phthalate							<1	<1					<1
Chrysene							<1	<1					<1
Dibenzo(a,h)anthracene							<1	<1					<1
Diethyl phthalate							<2	<2					<2
Dimethyl phthalate							<1	<1					<1
Di-n-butyl phthalate							<1	<1					<1
Di-n-octyl phthalate							<1	<1					<1
Fluoranthene							<1	<1					<1
Fluorene							<1	<1					<1
Hexachlorobenzene							<1	<1					<1
Hexachlorobutadiene							<1	<1					<1
Hexachlorocyclopentadiene							<5	<5					<5
Hexachloroethane							<1	<1					<1
Indeno(1,2,3-cd)pyrene							<2	<2					<2
Isophorone							<1	<1					<1
Naphthalene							<1	<1					<1
Nitrobenzene							<1	<1					<1
N-Nitrosodimethylamine							<1	<1					<1
N-Nitroso-di-n-propylamine							<1	<1					<1
N-Nitrosodiphenylamine							<1	<1					<1
Pentachlorophenol							<2	<2					<2
Phenanthrene							<1	<1					<1
Phenol							<1	<1					<1
Pyrene							<1	<1					<1

Table 19c

RP-1/RP-4 (M-002A) Effluent Pesticides (EPA Method 608), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD							<0.006	<0.006					<0.006
4,4-DDE							<0.006	<0.006					<0.006
4,4-DDT							<0.008	<0.008					<0.008
Aldrin							<0.004	<0.004					<0.004
Alpha-BHC							<0.008	<0.008					<0.008
Beta-BHC							<0.005	<0.005					<0.005
Delta-BHC							<0.007	<0.007					<0.007
Dieldrin							<0.006	<0.006					<0.006
Endosulfan I							<0.01	<0.01					<0.01
Endosulfan II							<0.007	<0.007					<0.007
Endosulfan Sulfate							<0.009	<0.009					<0.009
Endrin							<0.009	<0.009					<0.009
Endrin aldehyde							<0.006	<0.006					<0.006
Gamma-BHC							<0.01	<0.01					<0.01
Heptachlor							<0.006	<0.006					<0.006
Heptachlor epoxide							<0.007	<0.007					<0.007
Chlordane							<0.1						<0.1
PCB-1016							<0.5						<0.5
PCB-1221							<0.5						<0.5
PCB-1232							<0.5						<0.5
PCB-1242							<0.5						<0.5
PCB-1248							<0.5						<0.5
PCB-1254							<0.5						<0.5
PCB-1260							<0.5						<0.5
Toxaphene							<0.5						<0.5
RP-1/RP-4 (M-002A) Effluent Semiannual Dioxins & Furans, pg/L (reported values based on detection limit)													
2,3,7,8-TetraCDD							<5						<5.00

Table 20a

RP-5 (M-003) Effluent Remaining Priority Pollutant Metals, µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Thallium (Tl)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
RP-5 (M-003) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L													
1,1,1-Trichloroethane			<1				<1						<1
1,1,2,2-Tetrachloroethane			<0.5				<0.5						<0.5
1,1,2-Trichloroethane			<1				<1						<1
1,1-Dichloroethane			<0.5				<0.5						<0.5
1,1-Dichloroethene			<1				<1						<1
1,2-Dichlorobenzene			<1				<1						<1
1,2-Dichloroethane			<1				<1						<1
1,2-Dichloropropane			<0.5				<0.5						<0.5
1,3-Dichlorobenzene			<1				<1						<1
1,4-Dichlorobenzene			<1				<1						<1
2-Chloroethyl vinyl ether			<1				<1						<1
Benzene			<1				<1						<1
Bromodichloromethane			26				36						36
Bromoform			<1				<1						<1
Bromomethane			<1				<1						<1
Carbon tetrachloride			<1				<1						<1
Chlorobenzene			<1				<1						<1
Chloroethane			<1				<1						<1
Chloroform			38				64						64
Chloromethane			<1				<1						<1
cis-1,3-Dichloropropene			<1				<1						<1
Dibromochloromethane			9				12						12
Ethylbenzene			<1				<1						<1
Methylene chloride			<1				<1						<1
Tetrachloroethene			<1				<1						<1
Toluene			<1				<1						<1
trans-1,2-Dichloroethene			<0.5				<0.5						<0.5
trans-1,3-Dichloropropene			<1				<1						<1
Trichloroethene			<1				<1						<1
Trichlorofluoromethane			<2				<2						<2
Vinyl chloride			<1				<1						<1
Acrolein							<2						<2
Acrylonitrile							<2						<2

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RP-5 (M-003) Effluent Remaining Priority Pollutants

Table 20b

RP-5 (M-003) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene							<1						<1
1,2-Dichlorobenzene							<1						<1
1,3-Dichlorobenzene							<1						<1
1,4-Dichlorobenzene							<1						<1
2,4,6-Trichlorophenol							<1						<1
2,4-Dichlorophenol							<2						<2
2,4-Dimethylphenol							<1						<1
2,4-Dinitrophenol							<3						<3
2,4-Dinitrotoluene							<1						<1
2,6-Dinitrotoluene							<2						<2
2-Chloronaphthalene							<1						<1
2-Chlorophenol							<1						<1
2-Methyl-4,6-dinitrophenol							<2						<2
2-Nitrophenol							<1						<1
3,3-Dichlorobenzidine							<5						<5
4-Bromophenyl phenyl ether							<1						<1
4-Chloro-3-methylphenol							<1						<1
4-Chlorophenyl phenyl ether							<1						<1
4-Nitrophenol							<3						<3
Acenaphthene							<1						<1
Acenaphthylene							<1						<1
Anthracene							<1						<1
Azobenzene							<1						<1
Benzidine							<5						<5
Benzo(a)anthracene							<5						<5
Benzo(a)pyrene							<1						<1
Benzo(b)fluoranthene							<1						<1
Benzo(g,h,i)perylene							<2						<2
Benzo(k)fluoranthene							<1						<1
Bis(2-chloroethoxy)methane							<2						<2
Bis(2-chloroethyl)ether							<1						<1
Bis(2-chloroisopropyl)ether							<1						<1
Bis(2-ethylhexyl)phthalate	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Butyl benzyl phthalate							<1						<1
Chrysene							<1						<1
Dibenzo(a,h)anthracene							<1						<1
Diethyl phthalate							<2						<2
Dimethyl phthalate							<1						<1
Di-n-butyl phthalate							<1						<1
Di-n-octyl phthalate							<1						<1
Fluoranthene							<1						<1
Fluorene							<1						<1
Hexachlorobenzene							<1						<1
Hexachlorobutadiene							<1						<1
Hexachlorocyclopentadiene							<5						<5
Hexachloroethane							<1						<1
Indeno(1,2,3-cd)pyrene							<2						<2
Isophorone							<1						<1
Naphthalene							<1						<1
Nitrobenzene							<1						<1
N-Nitrosodimethylamine							<1						<1
N-Nitroso-di-n-propylamine							<1						<1
N-Nitrosodiphenylamine							<1						<1
Pentachlorophenol							<2						<2
Phenanthrene							<1						<1
Phenol							<1						<1
Pyrene							<1						<1

Table 20c

RP-5 (M-003) Effluent Pesticides (EPA Method 608), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD							<0.006						<0.006
4,4-DDE							<0.006						<0.006
4,4-DDT							<0.008						<0.008
Aldrin							<0.004						<0.004
Alpha-BHC							<0.008						<0.008
Beta-BHC							<0.005						<0.005
Delta-BHC							<0.007						<0.007
Dieldrin							<0.006						<0.006
Endosulfan I							<0.01						<0.01
Endosulfan II							<0.007						<0.007
Endosulfan Sulfate							<0.009						<0.009
Endrin							<0.009						<0.009
Endrin aldehyde							<0.006						<0.006
Gamma-BHC							<0.01						<0.01
Heptachlor							<0.006						<0.006
Heptachlor epoxide							<0.007						<0.007
Chlordane							<0.1						<0.1
PCB-1016							<0.5						<0.5
PCB-1221							<0.5						<0.5
PCB-1232							<0.5						<0.5
PCB-1242							<0.5						<0.5
PCB-1248							<0.5						<0.5
PCB-1254							<0.5						<0.5
PCB-1260							<0.5						<0.5
Toxaphene							<0.5						<0.5
RP-5 (M-003) Effluent Semiannual Dioxins & Furans, pg/L (reported values based on detection limit)													
2,3,7,8-TetraCDD	<2						3						3

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CCWRF (M-004) Effluent Remaining Priority Pollutants

Table 21a

CCWRF (M-004) Effluent Remaining Priority Pollutant Metals, µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Thallium (Tl)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
CCWRF (M-004) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L													
1,1,1-Trichloroethane							<1		<1				<1
1,1,2,2-Tetrachloroethane							<0.5		<0.5				<0.5
1,1,2-Trichloroethane							<1		<1				<1
1,1-Dichloroethane							<0.5		<0.5				<0.5
1,1-Dichloroethene							<1		<1				<1
1,2-Dichlorobenzene							<1		<1				<1
1,2-Dichloroethane							<1		<1				<1
1,2-Dichloropropane							<0.5		<0.5				<0.5
1,3-Dichlorobenzene							<1		<1				<1
1,4-Dichlorobenzene							<1		<1				<1
2-Chloroethyl vinyl ether							<1		<1				<1
Benzene							<1		<1				<1
Bromodichloromethane							28		35				35
Bromoform							<1		9				9
Bromomethane							<1		<1				<1
Carbon tetrachloride							<1		<1				<1
Chlorobenzene							<1		<1				<1
Chloroethane							<1		<1				<1
Chloroform							45		22				45
Chloromethane							<1		<1				<1
cis-1,3-Dichloropropene							<1		<1				<1
Dibromochloromethane							10		33				33
Ethylbenzene							<1		<1				<1
Methylene chloride							<1		<1				<1
Tetrachloroethene							<1		<1				<1
Toluene							<1		<1				<1
trans-1,2-Dichloroethene							<0.5		<0.5				<0.5
trans-1,3-Dichloropropene							<1		<1				<1
Trichloroethene							<1		<1				<1
Trichlorofluoromethane							<2		<2				<2
Vinyl chloride							<1		<1				<1
Acrolein							<2						<2
Acrylonitrile							<2						<2

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CCWRF (M-004) Effluent Remaining Priority Pollutants

Table 21b

CCWRF (M-004) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene							<1		<1				<1
1,2-Dichlorobenzene							<1		<1				<1
1,3-Dichlorobenzene							<1		<1				<1
1,4-Dichlorobenzene							<1		<1				<1
2,4,6-Trichlorophenol							<1		<1				<1
2,4-Dichlorophenol							<2		<2				<2
2,4-Dimethylphenol							<1		<1				<1
2,4-Dinitrophenol							<3		<3				<3
2,4-Dinitrotoluene							<1		<1				<1
2,6-Dinitrotoluene							<2		<2				<2
2-Chloronaphthalene							<1		<1				<1
2-Chlorophenol							<1		<1				<1
2-Methyl-4,6-dinitrophenol							<2		<2				<2
2-Nitrophenol							<1		<1				<1
3,3-Dichlorobenzidine							<5		<5				<5
4-Bromophenyl phenyl ether							<1		<1				<1
4-Chloro-3-methylphenol							<1		<1				<1
4-Chlorophenyl phenyl ether							<1		<1				<1
4-Nitrophenol							<3		<3				<3
Acenaphthene							<1		<1				<1
Acenaphthylene							<1		<1				<1
Anthracene							<1		<1				<1
Azobenzene							<1		<1				<1
Benzidine							<5		<5				<5
Benzo(a)anthracene							<5		<5				<5
Benzo(a)pyrene							<1		<1				<1
Benzo(b)fluoranthene							<1		<1				<1
Benzo(g,h,i)perylene							<2		<2				<2
Benzo(k)fluoranthene							<1		<1				<1
Bis(2-chloroethoxy)methane							<2		<2				<2
Bis(2-chloroethyl)ether							<1		<1				<1
Bis(2-chloroisopropyl)ether							<1		<1				<1
Bis(2-ethylhexyl)phthalate	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Butyl benzyl phthalate							<1		<1				<1
Chrysene							<1		<1				<1
Dibenzo(a,h)anthracene							<1		<1				<1
Diethyl phthalate							<2		7				7
Dimethyl phthalate							<1		<1				<1
Di-n-butyl phthalate							<1		<1				<1
Di-n-octyl phthalate							<1		<1				<1
Fluoranthene							<1		<1				<1
Fluorene							<1		<1				<1
Hexachlorobenzene							<1		<1				<1
Hexachlorobutadiene							<1		<1				<1
Hexachlorocyclopentadiene							<5		<5				<5
Hexachloroethane							<1		<1				<1
Indeno(1,2,3-cd)pyrene							<2		<2				<2
Isophorone							<1		<1				<1
Naphthalene							<1		<1				<1
Nitrobenzene							<1		<1				<1
N-Nitrosodimethylamine							<1		<1				<1
N-Nitroso-di-n-propylamine							<1		<1				<1
N-Nitrosodiphenylamine							<1		<1				<1
Pentachlorophenol							<2		<2				<2
Phenanthrene							<1		<1				<1
Phenol							<1		<1				<1
Pyrene							<1		<1				<1

Table 21c

CCWRF (M-004) Effluent Pesticides (EPA Method 608), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD							<0.006						<0.006
4,4-DDE							<0.006						<0.006
4,4-DDT							<0.008						<0.008
Aldrin							<0.004						<0.004
Alpha-BHC							<0.008						<0.008
Beta-BHC							<0.005						<0.005
Delta-BHC							<0.007						<0.007
Dieldrin							<0.006						<0.006
Endosulfan I							<0.01						<0.01
Endosulfan II							<0.007						<0.007
Endosulfan Sulfate							<0.009						<0.009
Endrin							<0.009						<0.009
Endrin aldehyde							<0.006						<0.006
Gamma-BHC							<0.01						<0.01
Heptachlor							<0.006						<0.006
Heptachlor epoxide							<0.007						<0.007
Chlordane							<0.1						<0.1
PCB-1016							<0.5						<0.5
PCB-1221							<0.5						<0.5
PCB-1232							<0.5						<0.5
PCB-1242							<0.5						<0.5
PCB-1248							<0.5						<0.5
PCB-1254							<0.5						<0.5
PCB-1260							<0.5						<0.5
Toxaphene							<0.5						<0.5
CCWRF (M-004) Effluent Semiannual Dioxins & Furans, pg/L (reported values based on detection limit)													
2,3,7,8-TetraCDD	<2						<2						<2

APPENDIX C

RECYCLED WATER

USERS AND DEMANDS

APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2014/15

City of Chino		
Customer Name	Usage Type	Total Usage (AF)
C W FARMS IV	Agricultural	520.11
Cal Poly Pomona	Agricultural	832.20
Cleveland Farm	Agricultural	308.19
CLEVELAND FARM #1	Agricultural	539.80
CW Farms	Agricultural	736.45
CW Farms II	Agricultural	97.65
CW Farms III	Agricultural	391.63
H PLACENICIA NURSERY	Agricultural	84.95
La Brucherie Farms	Agricultural	376.56
Nyenhius Dairy	Agricultural	701.18
Superior Sod	Agricultural	354.17
Superior Sod #4	Agricultural	168.65
SUPERIOR SOD AIRPORT #1	Agricultural	287.28
Viaverde Nursery	Agricultural	3.62
WESTSTEYN DAIRY	Agricultural	898.13
	Subtotal Agricultural Usage	6,300.56
BOBERG ENGINEERING	Construction	59.52
BOBERG ENGINEERING	Construction	0.37
BRIDGE HOUSING CORPORATION	Construction	6.15
CLARK & SONS CONTRACTING	Construction	30.75
DR Horton	Construction	1.49
Earth Basics	Construction	7.11
HENKELS & MC COY INC	Construction	2.49
HERMAN WEISSKER INC	Construction	0.52
HILLWOOD CONSTRUCTION	Construction	10.47
K HOVNANIAN HOMES	Construction	0.81
KB Homes	Construction	5.05
LENNAR HOMES OF CA	Construction	8.27
LENNAR HOMES OF CA	Construction	9.29
Lewis Operating Corp	Construction	21.56
MAGNUS PACIFIC CONSTRUCTION	Construction	2.61
MC KENNA GENERAL ENGINEERING	Construction	3.74
ORANGE COUNTY WATER DISTRICT	Construction	0.31
PARK WEST RESCOM INC	Construction	43.56
PARKCREST CONSTRUCTION INC	Construction	2.93
PARKCREST CONSTRUCTION INC	Construction	3.67
Portrait Construction, Inc.	Construction	9.28
SANDERS HYDROSEEDING INC	Construction	0.69
Sares Regis Vintage Apartments	Construction	3.64
Standard Pacific	Construction	5.47
STANDARD PACIFIC OF OC	Construction	0.79
STICE COMPANY INC	Construction	4.69

APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2014/15

City of Chino		
Customer Name	Usage Type	Total Usage (AF)
TELEPHONE AVE-SIEROTY BLDG	Construction	1.81
WATSON LAND COMPANY	Construction	7.65
WATSON LAND COMPANY	Construction	10.67
	Subtotal Construction Usage	265.33
OLS ENERGY CHINO (WAS CALIF COGEN)	Industrial	120.14
Repet Inc	Industrial	19.61
	Subtotal Industrial Usage	139.75
AGAVE NEIGHBORHOOD ASSOCIATION	Landscape	10.44
American Power Conversion	Landscape	14.18
Cal Trans	Landscape	7.94
Central Business Owners Assoc	Landscape	4.92
Central Park Industrial PTNRS	Landscape	24.25
Chaffey College	Landscape	9.77
Chandler Real Properties	Landscape	3.20
Chino Development Corporation	Landscape	81.98
Chino Hills Ford	Landscape	7.28
Chino Industrial Commons	Landscape	2.55
Chino Industrial Commons-Owners	Landscape	2.86
CITRUS COMMONS	Landscape	5.74
City of Chino	Landscape	179.19
City of Chino Ayala Park	Landscape	100.65
CITY OF CHINO AYALA PARK	Landscape	12.39
COLLEGE PARK COMMUNITES	Landscape	8.92
College Park Community Assoc	Landscape	44.71
College Park Community Assoc 1	Landscape	6.39
College Park Communty Assoc 2	Landscape	7.99
Collins Company	Landscape	1.32
Colonial Electric	Landscape	0.99
CP BUSINESS PARK PARTNERS LP	Landscape	9.51
CT Storage-Chino LLC	Landscape	3.82
DBRS Medical System	Landscape	0.80
Dept. of Corrections State	Landscape	57.82
DO + ABLE Product	Landscape	5.32
DR Horton	Landscape	3.39
DSC Logistics	Landscape	11.48
EDE GROUP INC	Landscape	2.53
El Prado Rd Business Owners	Landscape	4.22
EQUIPMENT WHOLESALERS	Landscape	1.27
EURO-PRO OPERATING INC	Landscape	6.86
EVERBLOOM ENTERPRISE LLC	Landscape	4.24
Evergreen at The Preserve	Landscape	11.41
Evergreen at the Preserve (222671-2)	Landscape	0.58

APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2014/15

City of Chino		
Customer Name	Usage Type	Total Usage (AF)
Excel INC	Landscape	4.98
Farrand Enterprises	Landscape	2.28
Funding Resources	Landscape	1.79
FUSION 5 CONDO ASSOCIATION	Landscape	3.68
Garrett Concrete	Landscape	2.91
GILBERT WEST	Landscape	8.25
Gro-Power Inc	Landscape	2.01
HARPER CONSTRUCTION	Landscape	4.46
HILL PHOENIX INC	Landscape	5.50
HYUNDAI-KIA AMERICA	Landscape	1.34
Jasmine Willows HOA	Landscape	2.61
K-8 SCHOOL (PRESERVE)	Landscape	17.70
KB Homes	Landscape	48.53
KB Homes	Landscape	3.32
Kinfine USA Inc	Landscape	3.77
LENNAR HOMES OF CA	Landscape	14.79
LENNAR HOMES OF CA	Landscape	137.06
LENNAR HOMES OF CA	Landscape	2.10
Lewis Operating Corp	Landscape	33.85
Lewis Operating Corp	Landscape	5.05
Majestic Management	Landscape	7.73
MC KESSON MEDICAL	Landscape	7.46
MEF Realty LLC	Landscape	2.35
MONTE VISTA #3	Landscape	11.57
National Distribution Center	Landscape	37.21
NEXGRILL INDUSTRIES INC	Landscape	4.05
NORCO INJECTION MOLDING	Landscape	10.56
Oltmans Construction	Landscape	5.32
OMNIA ITALIAN DESIGN	Landscape	7.98
Panattoni Construction	Landscape	11.08
Preserve Maintenance Corp	Landscape	29.03
Preserve Master Community	Landscape	1.26
Preserve Master Corp	Landscape	16.46
PRESERVE MASTER MAINTENANCE	Landscape	70.71
Quetico Schaefer Properties	Landscape	4.36
RANCHO DEL CHINO LLC	Landscape	5.23
Redbuilt LLC	Landscape	1.85
Redwood Business Center	Landscape	4.17
Richardson, Don	Landscape	107.69
ROADWAY ENGINEERING	Landscape	0.14
SADDLE CREEK CORPORATION	Landscape	6.21
San Bdno County Fairgrounds	Landscape	15.89

APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2014/15

City of Chino		
Customer Name	Usage Type	Total Usage (AF)
Sares Regis Vintage Apartments	Landscape	24.58
SCOTT ENGINEERING	Landscape	1.75
SEACOUNTRY HOMES	Landscape	11.35
Shamrock Marketing	Landscape	0.82
SOUTHERN CALIFORNIA EDISON	Landscape	0.50
Standard Pacific	Landscape	10.02
Standard Pacific	Landscape	1.74
Standard Pacific	Landscape	6.16
STANDARD PACIFIC OF OC	Landscape	1.55
STANDARD PACIFIC OF OC	Landscape	11.01
Sundance Spas	Landscape	13.88
Tetherwinds Neighborhood	Landscape	32.66
The Campus Owners Corp	Landscape	6.97
The Preserve Master Community	Landscape	31.21
Trammel Crow So Cal Inc	Landscape	16.98
UMA ENTERPRISES INC	Landscape	3.32
Valbruna	Landscape	2.06
VIRAMONTES EXPRESS	Landscape	21.55
W L Homes	Landscape	26.24
Warehouse Technology	Landscape	11.72
WATSON LAND COMPANY	Landscape	14.52
WELLESLEY NEIGHBORHOOD	Landscape	4.05
WESTERN NATION CONTRACTORS	Landscape	3.71
Woodbury Neighborhood Association	Landscape	6.18
Yin, Zhihua	Landscape	2.43
Yorba Industrial Center	Landscape	12.78
Yoshimura R&D	Landscape	2.80
Yoshimura Racing LLC	Landscape	0.57
	Subtotal Landscape Usage	1,618.27
	City of Chino Total Usage	**8,323.92**

APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2014/15

City of Chino Hills		
Customer Name	Usage Type	Total Usage (AF)
Monte Vista Farmer (1)	Agricultural	12.65
	Subtotal Agricultural Usage	12.65
Altfillisch Contractors	Construction	58.26
Altfillisch Contractors	Construction	53.07
D'Vargas Construction	Construction	1.67
Fairfield Chino Hills LP	Construction	0.58
	Subtotal Construction Usage	113.58
7-Eleven (15450 Fairfield Ranch Rd)	Landscape	2.93
Albertsons	Landscape	8.89
Artisan	Landscape	34.52
Big League Dreams	Landscape	60.47
BRR HOA	Landscape	44.97
C.U.S.D.	Landscape	39.74
CalTrans	Landscape	11.15
Centex	Landscape	56.81
Subtotal Agricultural Usage	Landscape	11.57
Chino Hills Business Park	Landscape	23.34
Chino Hills Storage	Landscape	2.20
Chino Valley Fire	Landscape	1.09
City of Chino Hills	Landscape	208.31
Country Club Market Place II	Landscape	3.55
Country Club Villa	Landscape	2.75
Dennys	Landscape	3.23
DZ Properties, Inc.	Landscape	2.59
EGM Management	Landscape	24.13
Fairfield Chino Hills LP	Landscape	1.94
Fairfield Ranch HOA	Landscape	9.86
Felfam,Ltd	Landscape	6.15
Fieldstone	Landscape	2.18
Higgins Ranch Community	Landscape	14.13
Hyoung Corp	Landscape	1.99
Lexington	Landscape	1.40
Los Serranos Golf Course	Landscape	359.30
Los Serranos Ranch Comm. Assoc.	Landscape	11.81
New Vellano	Landscape	356.41
Pine Corp Center (4274439)	Landscape	6.49
Pine Corp Center (4279489)	Landscape	12.32
Ridgegate HOA	Landscape	74.59
Ridgegate Neighborhood Assoc	Landscape	3.76
Rincon Park	Landscape	17.91
Standard Pacific	Landscape	91.23
Sterling Downs Apartments	Landscape	7.43

APPENDIX C
RECYCLED WATER USES AND DEMANDS
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City of Chino Hills		
Customer Name	Usage Type	Total Usage (AF)
Sycamore Heights Comm Assoc	Landscape	0.36
Taylor Woodrow	Landscape	14.12
Vellano	Landscape	6.11
Subtotal Construction Usage	Landscape	19.47
Vellano Homeowner	Landscape	124.88
Vista San Juan/ C.C. Medical Center	Landscape	0.29
Subtotal Industrial Usage	Landscape	14.52
	Subtotal Landscape Usage	1,700.86
	City of Chino Hills Total Usage	**1,827.08**

APPENDIX C
Recycled Water Users and Demands
FY 2014/15

Cucamonga Valley Water District (CVWD)		
Customer Name	Usage Type	Total Usage (AF)
James Mcminn	Construction	4.21
Oltmans Const	Construction	0.38
	Subtotal Construction Usage	4.59
Alta Loma High School	Landscape	46.77
ASAP power sports	Landscape	1.63
Bass Pro Shop	Landscape	24.08
Bradshaw International, Inc	Landscape	31.64
Cabot Industrial Trust	Landscape	13.45
Cal Development LLC	Landscape	19.00
Cal National Bank	Landscape	0.38
CIP Real Estate	Landscape	10.76
City of Fontana	Landscape	15.33
City of Rancho Cucamonga	Landscape	0.29
City of Rancho Cucamonga	Landscape	264.82
Comfort - Pedic Mattress USA	Landscape	1.84
Subtotal Agricultural Usage	Landscape	14.66
CVWD Recycled Water Useage (AF)	Landscape	0.36
Day creek aps	Landscape	41.38
Earth Basics	Landscape	7.82
Etiwanda School District	Landscape	67.02
Exchange Professional Center	Landscape	11.76
Facility Builders & Erectors	Landscape	2.39
Frito Lay Inc.	Landscape	19.90
Harrys Pacific Grill	Landscape	0.50
Haven Rock	Landscape	4.27
Hilemen Development Co.	Landscape	15.75
Home Depot	Landscape	24.32
Life Way Church	Landscape	8.35
Market Place Properties	Landscape	9.46
Milliken Hospitality LLC	Landscape	1.50
Mission Business Center LLC	Landscape	5.56
Murfco INC.	Landscape	0.72
O & S Holdings	Landscape	41.04
O&S(Foothill Crossings)	Landscape	10.16
Oak Creek Ranch Golf Club Inc.	Landscape	517.55
Owens and Minor Distributing inc	Landscape	18.65
pac r cucamonga lp	Landscape	5.62
Pologis	Landscape	11.33
Prologis	Landscape	30.38
PSIP WR Etiwanda LLC	Landscape	29.74
Rackafeller group	Landscape	2.26
Richard Dick & Associates	Landscape	3.72

APPENDIX C
Recycled Water Users and Demands
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Cucamonga Valley Water District (CVWD)		
Customer Name	Usage Type	Total Usage (AF)
San Bernardino County Flood Control	Landscape	0.86
Southern California Edison	Landscape	10.96
Stadium Plaza North	Landscape	8.63
Subtotal Construction Usage	Landscape	12.66
Stanley Steamers	Landscape	1.70
Starbuck's Coffee	Landscape	0.31
Subtotal Industrial Usage	Landscape	1.07
Vega Industries	Landscape	1.77
Victoria Gardens(Shea Homes)	Landscape	19.48
Victoria Gardens(Shea Homes)	Landscape	1.66
Wells Fargo Bank	Landscape	0.71
	Subtotal Landscape Usage	1,395.91
	CVWD Total Usage	**1,400.50**

APPENDIX C
RECYCLED WATER USES AND DEMANDS
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Inland Empire Utilities Agency (IEUA)		
Customer Name	Usage Type	Total Usage (AF)
Genon Energy Plant	Industrial	326.73
IERCF	Industrial	13.80
	Subtotal Industrial Usage	340.53
Chino Creek Park Evaporation	Landscape	171.24
Chino Creek Wetlands and Educational Park	Landscape	17.76
ESCI	Landscape	1.43
IEUA Headquarters	Landscape	164.22
	Subtotal Landscape Usage	354.65
	IEUA Total Usage	**695.18**

APPENDIX C
RECYCLED WATER USES AND DEMANDS
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Monte Vista Elementary School (MVWD)		
Customer Name	Usage Type	Total Usage (AF)
Alma Hoffman Park	Landscape	13.97
Buena Vista Elem School	Landscape	38.78
City Hall	Landscape	3.98
Demonstration Garden	Landscape	1.99
Kingsley Elem School	Landscape	13.55
Kingsley Park	Landscape	11.44
Lehigh Elementary School	Landscape	19.47
Library/City Hall	Landscape	6.79
Montclair Hi School	Landscape	50.45
Montclair Medical Center	Landscape	15.61
Montclair Town Center	Landscape	1.89
Montclair Towncenter HOA	Landscape	32.99
Monte Vista Elementary School	Landscape	15.56
Our Lady of Lourdes Church	Landscape	3.23
Saratoga Park	Landscape	40.42
Subtotal Agricultural Usage	Landscape	7.95
Sunset Park	Landscape	20.53
Wilderness Basin Park	Landscape	9.15
	Subtotal Landscape Usage	307.73
	MVWD Total Usage	**307.73**

APPENDIX C
RECYCLED WATER USES AND DEMANDS
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City of Ontario		
Customer Name	Usage Type	Total Usage (AF)
Bootsma Farm	Agricultural	104.98
Breezy Boots, Inc	Agricultural	76.26
Cleveland Farm	Agricultural	792.81
FRUIT GROWERS SUPPLY	Agricultural	15.38
GH Dairy	Agricultural	42.20
GH Dairy	Agricultural	189.08
LaBrucherie Farm	Agricultural	204.45
Legend Dairies (Petersma)	Agricultural	204.00
Lewis Farms	Agricultural	1,337.80
Li Farm (Western Oriental Growers)	Agricultural	322.17
Li Yuan Farms	Agricultural	253.11
Murai Farm	Agricultural	688.96
Rojo Farms	Agricultural	29.88
Yoog II Farm Inc.	Agricultural	100.47
	Subtotal Agricultural Usage	4,361.55
Subtotal Agricultural Usage	Construction	1.24
Tri Pointe Homes	Construction	0.48
	Subtotal Construction Usage	1.72
AEG Ontario Arena	Industrial	25.87
Cintas	Industrial	78.80
New Indy Ontario	Industrial	773.51
	Subtotal Industrial Usage	878.19
24 Hour Fitness	Landscape	0.79
Acco America	Landscape	1.91
Advanced Innovative Technology	Landscape	1.91
AEG Ontario Arena	Landscape	24.32
Airport Corp. Center @ Centrelake	Landscape	7.67
Airport Corp. Center @ Centrelake	Landscape	3.29
Akzo Nobel Coatings (Haven B)	Landscape	1.11
Archibald & Philadelph (03624103) 2260 S Archibald	Landscape	7.49
Archibald Freeway Center Owners Assoc.	Landscape	7.39
Archibald Freeway Center Owners Assoc.	Landscape	2.43
Bakken Wineville Properties LLC	Landscape	0.38
Bedford Properties	Landscape	7.75
Bellevue Cemetary	Landscape	121.22
BP West Coast Products,LLC #5965	Landscape	0.71
Brookfield Ontario Builders	Landscape	4.25
Cal Trans Do8 ONT	Landscape	26.38
Caliber Collision	Landscape	1.65
Calif Com Cntr Owners (North)	Landscape	39.21
California Commerce Center	Landscape	32.94
CalTrans	Landscape	99.88

APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2014/15

City of Ontario		
Customer Name	Usage Type	Total Usage (AF)
Castle Industries	Landscape	1.67
CBWCD Ely Basin #3	Landscape	2.61
CCC-N	Landscape	86.55
Subtotal Construction Usage	Landscape	10.06
CCC-S	Landscape	55.59
Centrelake Assn	Landscape	55.24
Subtotal Industrial Usage	Landscape	47.74
Chaffey High School (Valley View)	Landscape	37.41
Chevron Land	Landscape	99.07
City of Ontario	Landscape	12.98
City of Ontario (4th/Milliken Parkway)	Landscape	4.63
City of Ontario (Fire Station #6)	Landscape	1.01
City of Ontario (Holt/Guasti East)	Landscape	2.21
City of Ontario (Holt/Guasti West)	Landscape	2.59
City of Ontario (Soccer Complex)	Landscape	50.54
CK Restaurants	Landscape	1.21
Comstock Homes	Landscape	4.46
Concours Plaza	Landscape	6.39
Concours Retail	Landscape	2.73
Corona Elementary School (OMSD)	Landscape	19.21
Customized Distribution	Landscape	14.61
Del Norte Elementary School	Landscape	31.02
Dial Chemical	Landscape	0.43
Dorthy Gibson Continuation School	Landscape	21.00
Doubletree	Landscape	24.07
Dura Coat Powder Coating	Landscape	0.53
Empire Towers	Landscape	16.63
Ferrari Corporate Center LLC	Landscape	8.42
Flags Importer	Landscape	5.90
G & K Services	Landscape	3.80
Galvin Park	Landscape	50.25
Guasti Park	Landscape	64.03
Haliburton	Landscape	5.35
Haven Ave LLC	Landscape	4.68
Hino Motor Manufacturing	Landscape	4.31
HMC Architects	Landscape	5.27
Inland Empire Utilities Agency	Landscape	1.18
JMS Wineville	Landscape	0.92
Kaiser	Landscape	26.59
Kellogg Supply Inc.	Landscape	0.77
Khaloghli, Khosro	Landscape	0.92
Kohls	Landscape	4.69

APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2014/15

City of Ontario		
Customer Name	Usage Type	Total Usage (AF)
Landmark at Ontario Towne LLC	Landscape	23.05
LBA Realty (4 meters)	Landscape	2.57
Lord Baltimore Properties	Landscape	4.57
M. Craitenberger	Landscape	1.16
Majestic Management	Landscape	4.54
Majestic Reality	Landscape	52.87
Mathis Brothers Furniture	Landscape	25.51
Mercedes Benz of Ontario	Landscape	8.91
Mintra Corp	Landscape	7.98
Munoz Park	Landscape	47.19
Nexen Tire America Inc	Landscape	2.89
Niagara Water	Landscape	4.52
OM Guasti	Landscape	7.63
Ont Convention Center	Landscape	19.75
Ont Indusruial Partn	Landscape	5.27
Ont/Mont School Dist - Elem School	Landscape	17.79
Ontario Airport Center	Landscape	26.26
Ontario Center (Founders Garden)	Landscape	35.83
Ontario Collision Center	Landscape	2.10
Ontario Commerce Park	Landscape	7.14
Ontario Convention Center (North)	Landscape	2.63
Ontario Health Education	Landscape	16.86
Ontario Lodging Associates LLC	Landscape	4.07
Ontario Motor Speedway Park	Landscape	17.99
Panattoni Developement (03453746) 2250 S Archibald	Landscape	0.74
Panattoni Development (Best Buy)	Landscape	6.66
Panattoni Development (MT Airport)	Landscape	1.66
Pancal Portfolio, LLC	Landscape	12.55
Parks Dept. (Galanis Park)	Landscape	6.25
Parks Dept. (Galvin Park West)	Landscape	31.65
Parks Dept. (Haven Parkway)	Landscape	1.08
Parks Dept. (Veterans Park)	Landscape	21.19
Parkside Ontario Community Assoc	Landscape	11.82
People Movers	Landscape	1.08
Piemonte 5-story	Landscape	3.61
Piemonte Business Park (04306405)	Landscape	0.50
Piemonte Business Park (04725037)	Landscape	2.83
Piemonte Business Park (04920427)	Landscape	1.89
Piemonte Business Park (04930593)	Landscape	1.78
Piemonte Business Park (04934728)	Landscape	2.77
Pier 1 Imports	Landscape	22.13
Poseidon Ontario Airport Plaza	Landscape	3.27

APPENDIX C
RECYCLED WATER USES AND DEMANDS
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City of Ontario		
Customer Name	Usage Type	Total Usage (AF)
Prologis California	Landscape	49.90
Roshan LLC (La Galleria at the Mills)	Landscape	1.62
Ruth Group	Landscape	5.71
Shelby Office Park (PDEV04-006)	Landscape	24.38
Sierra Insulation	Landscape	0.41
Stein & Roitblat Living Trusts	Landscape	1.29
T S Express	Landscape	6.51
Target	Landscape	6.69
Top & Tech	Landscape	0.78
Toyota	Landscape	74.40
Utility Board	Landscape	0.87
Vina Danks Junior High	Landscape	17.45
Vineyard Park	Landscape	19.41
Vineyard Plaza	Landscape	2.28
Vineyard STEM School	Landscape	29.46
Vineyard STEM School	Landscape	115.36
Vintage Apts.	Landscape	9.11
Walmart	Landscape	11.67
Warmington Residential Comm. (04748546)	Landscape	4.58
Wella Mfg	Landscape	2.39
Westwind Park	Landscape	57.02
Whispering Lakes Golf Course	Landscape	660.97
	Subtotal Landscape Usage	2,776.70
	City of Ontario Total Usage	**8,018.15**

APPENDIX C
RECYCLED WATER USES AND DEMANDS
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Recharge		
Customer Name	Usage Type	Total Usage (AF)
7th & 8th Street	Recharge	48
Banana Basin	Recharge	1,148
Brooks Basin	Recharge	1,011
Ely Basin	Recharge	1,751
Hickory Basin	Recharge	2,034
RP-3	Recharge	2,968
San Sevaine No. 5	Recharge	1
Turner Basin	Recharge	948
Victoria Basin	Recharge	931
	Recharge Total Usage	**10,840**

APPENDIX C
RECYCLED WATER USES AND DEMANDS
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San Bernardino County		
Customer Name	Usage Type	Total Usage (AF)
El Prado Golf Course	Landscape	491.98
El Prado Park	Landscape	878.61
	Subtotal Landscape Usage	1,370.59
	San Bernardino County Total Usage	**1,370.59**

APPENDIX C
RECYCLED WATER USES AND DEMANDS
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City of Upland		
Customer Name	Usage Type	Total Usage (AF)
Cal - Trans	Construction	0.22
	Subtotal Construction Usage	0.22
Bouquet Estates	Landscape	5.37
City of Upland	Landscape	55.94
City of Upland / Memorial Park	Landscape	87.00
City of Upland / Sierra Vista Park	Landscape	26.14
Drydock Depot	Landscape	2.19
Foothhill Knolls Elementary	Landscape	25.60
Mountain View Estates	Landscape	15.70
San Antonio Hosipital	Landscape	15.46
SCE	Landscape	5.82
Sierra Vista Elementary	Landscape	20.95
Tolle Nursery	Landscape	0.20
Upland Elementary	Landscape	15.24
Upland Hills Country Club	Landscape	335.78
Subtotal Agricultural Usage	Landscape	13.32
Upland Meadows Estates	Landscape	3.30
Upland Unified School District	Landscape	3.14
Western Inn	Landscape	4.90
	Subtotal Landscape Usage	636.07
	City of Upland Total Usage	**636.29**