



- Board of Directors  
*Finance and Insurance Committee*

5/14/2013 Board Meeting

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**8-3**

## **Subject**

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Authorize the execution and distribution of the Official Statement in connection with the issuance of the Special Variable Rate Water Revenue Refunding Bonds, 2013 Series D.

## **Executive Summary**

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Metropolitan expects to issue the Special Variable Rate Water Revenue Refunding Bonds, 2013 Series D (self-liquidity bonds) to refund \$88,800,000 Water Revenue Bonds, 2000 Authorization, Series B-2. The 2000 Series B-2 bonds are variable rate water revenue bonds supported by a standby bond purchase agreement (SBPA) with Banco Bilbao Vizcaya Argentaria. The refunding is expected to result in lower interest and debt administration costs.

## **Details**

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In addition to the elimination of bank fees, the reduction of SBPA bank exposure has other advantages for Metropolitan. When a bank's ratings are downgraded, there is often a corresponding increase in the interest rates on that series of variable rate bonds that are supported by a downgraded bank's SBPA. With the lower bank rating, bondholders will usually demand a higher interest rate as compensation for holding lower-rated securities. This could also result in a bondholder "put" or tender of the bonds to the remarketing agent who may not be able to find new buyers for the bonds. In this case, there would be a draw on the SBPA, with the bank purchasing the bonds. The resulting "bank bonds" would carry higher interest costs to Metropolitan that would have to be funded until the bonds could be remarketed to bondholders or refunded by Metropolitan.

This refunding is a continuation of Metropolitan's overall variable rate debt strategy to strategically reduce its exposure to bank SBPA's. This has been accomplished through refundings of SBPA-supported variable rate bonds with fixed rate bonds, SIFMA Index Bonds, and self-liquidity bonds. There are limits to the amount of non-SBPA supported variable rate bonds Metropolitan may issue based on the rating agencies' evaluations of Metropolitan's liquidity position, which may include other forms of liquidity, such as the \$96.5 million Revolving Credit Agreement that Metropolitan recently executed with The Bank of New York-Mellon, N.A.

Resolution 8329, dated July 9, 1991, as amended (Metropolitan's Master Resolution for Water Revenue Bonds and Water Revenue Refunding Bonds) and Resolution 9104, dated December 8, 2009 (the Nineteenth Supplemental Resolution), authorize the issuance of the Special Variable Rate Water Revenue Refunding Bonds and delegates to an Ad Hoc Committee (comprised of the Chairman of the Board, the Chairman of the Finance and Insurance Committee, and the General Manager) the authority to establish the terms and conditions of each series of bonds, negotiate the sale of the bonds and deem the Offering Statement final. The Ad Hoc Committee, or its designee, is authorized to execute the bond documents, including the Offering Statements. The Offering Statement is more specifically referred to as an Official Statement for a primary bond offering or a Remarketing Statement for a remarketing of bonds. An Offering Statement describes the bonds, provides summary information on Metropolitan, including Metropolitan's financial and operating condition and its investment portfolio and an analysis of risk factors.

The attached draft Official Statement for the Special Variable Rate Water Revenue Refunding Bonds, 2013 Series D (**Attachment 1**) was prepared by bond counsel, and reviewed by the financial advisor, the underwriters, underwriters' counsel and Metropolitan staff. The draft Official Statement is provided for review by the Board and authorization for the General Manager, or other designee of the Ad Hoc Committee, to finalize and execute. Following board review and approval, staff will finalize the Official Statement, working with bond counsel, counsel for the remarketing agent and the underwriter, and the remarketing agent and the underwriting firm. Staff will then electronically distribute the Official Statement to potential investors to provide them with material information concerning the marketing of the Special Variable Rate Water Revenue Refunding Bonds, 2013 Series D issue, including information concerning the financial and operating condition of Metropolitan, to assist potential investors in their investment decisions concerning such Bonds. The Official Statement will be updated for material developments occurring up to the time of posting. The final Official Statement will be posted on the Finance page of Metropolitan's external website and on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system.

Appendix A to the draft Official Statement (**Attachment 2**) contains information about Metropolitan's water supply, water delivery system, capital investment plan, governance and management, historical and projected revenues and expenditures, and power sources and costs. Appendix B is Metropolitan's most recent audited financial statements and unaudited quarterly financial statements which are available at <http://www.mwdh2o.com/mwdh2o/pages/finance/finance01.html>, "Annual Financial Report 2011-2012: Basic Financial Statements" and "Quarterly Financial Statements – Unaudited." Appendix E was prepared by the Center for Continuing Study of the California Economy and provides demographic and economic information about Metropolitan's service area, which is available as Appendix D of the Information Statement at <http://www.mwdh2o.com/mwdh2o/pages/finance/finance01.html>, "Revenue Bond Official Statement." Other appendices summarize the authorizing resolutions, describe the book-entry system for registration of the bonds and provide copies of the bond counsel opinion and continuing disclosure undertaking. (Appendices C, D, F and G are in **Attachment 3**.) Appendices A and E will be updated to describe material events that occur after distribution of this letter and before the Official Statement is published.

This board review and authorization for the Official Statement for the 2013 Series D Special Variable Rate Water Revenue Refunding Bonds may be extended to offering statements for other water revenue bond issues and remarketings pursuant to Resolution 8329, as amended and supplemented, that are issued within a reasonable time frame.

## **Policy**

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Metropolitan Water District Act §§ 237, 290; Resolution 8329, dated July 9, 1991, as amended and supplemented (Master Resolution for Water Revenue Bonds and Water Revenue Refunding Bonds)

## **California Environmental Quality Act (CEQA)**

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CEQA determination for Options #1 and #2:

The proposed action is not defined as a project under CEQA because it involves continuing administrative activities, such as general policy and procedure making (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not subject to CEQA because it involves other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State CEQA Guidelines).

The CEQA determination is: Determine that the proposed action is not subject to CEQA pursuant to Sections 15378(b)(2) and 15378(b)(4) of the State CEQA Guidelines.

**Board Options**

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**Option #1**

Adopt the CEQA determination and

- a. Approve the Official Statement substantially in the form attached to this board letter, with changes approved by the General Manager and General Counsel;
- b. Authorize the General Manager to execute the Official Statement; and
- c. Authorize distribution of the Official Statement in connection with marketing of the bonds.

**Option #2**

Adopt the CEQA determination and

- a. Approve the Official Statement substantially in the form attached to this board letter as modified by the Board, with changes approved by the General Manager and General Counsel;
- b. Authorize the General Manager to execute the Official Statement; and
- c. Authorize distribution of the Official Statement in connection with marketing of the bonds.

**Staff Recommendation**

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Option #1

	5/1/2013
_____ Gary Breaux Chief Financial Officer	_____ Date

	5/1/2013
_____ Marcia Scully General Counsel	_____ Date

**Attachment 1 – Draft Official Statement**

**Attachment 2 – Draft Appendix A**

**Attachment 3 – Appendices C, D, F and G**

[Draft 4/30/13]

**[MWD Logo]****NEW ISSUE  
(FULL BOOK-ENTRY)****RATINGS: See "RATINGS" herein**

*In the opinion of Co-Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by Metropolitan described herein, interest on the Series 2013D Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Co-Bond Counsel are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Co-Bond Counsel are further of the opinion that interest on the Series 2013D Bonds is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein regarding certain other tax considerations.*

\$ \_\_\_\_\_

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
Special Variable Rate Water Revenue Refunding Bonds  
2013 Series D  
CUSIP No. 59266T [\_\_\_\_]  
Price: 100%**

**Dated: Date of Delivery****Due: July 1, 20\_\_**

The Metropolitan Water District of Southern California ("Metropolitan") is issuing its Special Variable Rate Water Revenue Refunding Bonds, 2013 Series D (the "Series 2013D Bonds") primarily to refinance some of its outstanding Water Revenue Bonds. **Principal of and interest on the Series 2013D Bonds are secured solely by and payable solely from Net Operating Revenues, which are revenues that Metropolitan receives from charges for the sale or availability of water after payment of Operation and Maintenance Expenditures. Capitalized terms are defined in APPENDIX C to this Official Statement.**

The Series 2013D Bonds will initially bear interest in the Weekly Mode and Metropolitan will designate the Series 2013D Bonds as Self-Liquidity Bonds. Interest on the Series 2013D Bonds will be payable on the first Business Day of each month, commencing on July 1, 2013. Metropolitan may change the Interest Mode of the Series 2013D Bonds. **This Official Statement describes the terms of the Series 2013D Bonds only while they bear interest in the Weekly Mode and while they are Self-Liquidity Bonds. Prospective investors should not rely on this Official Statement while the Series 2013D Bonds bear interest in any other Interest Mode or while they are Liquidity Supported Bonds.**

While the Series 2013D Bonds are Self-Liquidity Bonds, no Liquidity Facility will be in effect and Metropolitan will be irrevocably committed and obligated to purchase all Series 2013D Bonds tendered pursuant to the optional tender and mandatory tender provisions of the Paying Agent Agreement to the extent that remarketing proceeds are insufficient therefor. **Metropolitan's obligation to pay the Purchase Price of any tendered Series 2013D Bonds is an unsecured obligation of Metropolitan payable from Net Operating Revenues. Although Metropolitan is only obligated to purchase tendered Series 2013D Bonds from Net Operating Revenues, Metropolitan may use other funds from its investment portfolio to purchase those Series 2013D Bonds.**

*Metropolitan is offering the Series 2013D Bonds when, as and if issued and received by the Underwriter, subject to approval of legality by Nixon Peabody LLP and Curlls Bartling P.C., Co-Bond Counsel to Metropolitan. Certain legal matters will be passed upon for Metropolitan by its General Counsel and for the Underwriter by its counsel, Stradling Yocca Carlson & Rauth, P.C. Public Resources Advisory Group, Los Angeles, California is serving as Financial Advisor to Metropolitan in connection with the issuance of the Series 2013D Bonds. Metropolitan anticipates that the Series 2013D Bonds will be available for delivery through the facilities of The Depository Trust Company on or about June 3, 2013.*

**De La Rosa & Co.**

\_\_\_\_\_, 2013

**MAJOR WATER CONVEYANCE FACILITIES  
TO SOUTHERN CALIFORNIA**

[map to come]

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

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**San Diego County Water Authority**

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**West Basin Municipal Water District**

GLORIA GRAY  
EDWARD C. "ED" LITTLE

**Western Municipal Water District of Riverside County**

THOMAS P. EVANS

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA****Management**

<b>JEFFREY KIGHTLINGER</b> <i>General Manager</i>	<b>MARCIA SCULLY</b> <i>General Counsel</i>	<b>GERALD C. RISS</b> <i>General Auditor</i>	<b>DEENA GHALY</b> <i>Ethics Officer</i>
<b>DEBRA C. MAN</b> <i>Assistant General Manager/Chief Operating Officer</i>	<b>GILBERT F. IVEY</b> <i>Assistant General Manager/Chief Administrative Officer</i>	<b>GARY BREAUX</b> <i>Assistant General Manager/Chief Financial Officer</i>	<b>ROGER K. PATTERSON</b> <i>Assistant General Manager/Strategic Water Initiatives</i>
<b>LINDA WAADE</b> <i>Deputy General Manager/ External Affairs</i>		<b>DAWN M. CHIN</b> <i>Board Executive Secretary</i>	

---

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Los Angeles, California

**Fiscal Agent**  
Roger N. Marumoto  
Metropolitan Treasurer

**Paying Agent**  
Wells Fargo Bank, National Association  
Los Angeles, California

This Official Statement does not constitute an offer to sell the Series 2013D Bonds in any state to any person to whom it is unlawful to make such an offer in such state. This Official Statement is not a contract with the purchasers of the Series 2013D Bonds. Metropolitan has not authorized any dealer, salesman or any other person to give any information or to make any representations in connection with the offering of the Series 2013D Bonds other than those contained in this Official Statement, and if given or made, prospective investors must not rely on such information or representations.

Prospective investors should not interpret estimates and opinions in this Official Statement as statements of fact. Summaries of documents do not purport to be complete statements of their provisions. The information and expressions of opinion in this Official Statement are subject to change without notice and neither the delivery of this Official Statement nor any sale made under this Official Statement shall, under any circumstances, imply that there has been no change in the affairs of Metropolitan since the date hereof.

The Underwriter has provided the following three sentences for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. In connection with the offering, the Underwriter may overallocate or effect transactions which stabilize or maintain the market prices of the Series 2013D Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association, and is set forth herein for convenience of reference only. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Global Services. Neither Metropolitan nor the Underwriter assumes responsibility for the accuracy of such data.

Statements included or incorporated by reference in the following information constitute "forward looking statements." Such statements are generally identifiable by the terminology used such as "plan," "project," "expect," "estimate," "budget" or other similar words. The achievement of results or other expectations contained in forward looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements. Actual results may differ from Metropolitan's projections or expectations. Metropolitan is not obligated to issue any updates or revisions to the forward looking statements in any event.

Metropolitan maintains a website. However, the information presented on that website is not part of this Official Statement and prospective investors should not rely on any information presented on Metropolitan's website in making an investment decision with respect to the Series 2013D Bonds.

## TABLE OF CONTENTS

	<u>Page</u>
<b>SUMMARY STATEMENT .....</b>	<b>i</b>
<b>INTRODUCTION.....</b>	<b>7</b>
<b>DESCRIPTION OF THE SERIES 2013D BONDS .....</b>	<b>7</b>
General .....	7
Interest Rate Provisions .....	7
Redemption of the Series 2013D Bonds .....	9
Tender and Purchase of the Series 2013D Bonds .....	11
Purchase and Remarketing of Series 2013D Bonds.....	13
Self-Liquidity Bonds and Liquidity Supported Bonds.....	14
Remarketing Agent .....	15
Book-Entry Only System.....	15
<b>SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS .....</b>	<b>15</b>
Security for the Series 2013D Bonds .....	15
Rate Covenant.....	16
No Reserve Fund.....	17
Parity Bonds and Parity Obligations.....	17
Additional Indebtedness.....	19
Subordinate Obligations.....	21
Flow of Funds .....	21
<b>PLAN OF REFUNDING .....</b>	<b>23</b>
<b>ESTIMATED SOURCES AND USES OF FUNDS .....</b>	<b>23</b>
<b>THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA .....</b>	<b>23</b>
<b>OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO .....</b>	<b>24</b>
Operating Revenues .....	24
Existing Parity Bonds and Parity Obligations Payable From Net Operating Revenues .....	24
Anticipated Financings .....	25
Debt Service Requirements.....	25
Summary of Net Operating Revenues.....	27
Debt Service Coverage.....	29
Metropolitan’s Investment Portfolio .....	29
<b>ACCOUNTING AND BUDGET MATTERS.....</b>	<b>30</b>
Accounting Policies .....	30
Change in Budgetary Accounting Method.....	30
Financial Statements .....	31
Budget System .....	31
<b>RISK FACTORS.....</b>	<b>31</b>
Risks Related to Self-Liquidity Bonds.....	31
Limited Obligations .....	32
Risks Relating to the Water Supply .....	33
Earthquakes, Wildfires and Other Natural Disasters .....	34
Limitations on Remedies .....	34
Tax Law Proposals.....	34
<b>LITIGATION.....</b>	<b>35</b>
<b>TAX MATTERS .....</b>	<b>35</b>
Federal Income Taxes .....	35
State Taxes .....	36
Ancillary Tax Matters .....	36

Changes in Law and Post Issuance Events .....	36
<b>UNDERWRITING</b> .....	<b>37</b>
<b>FINANCIAL ADVISOR</b> .....	<b>37</b>
<b>LEGAL MATTERS</b> .....	<b>37</b>
<b>RATINGS</b> .....	<b>37</b>
<b>CONTINUING DISCLOSURE</b> .....	<b>37</b>
<b>MISCELLANEOUS</b> .....	<b>39</b>

**APPENDICES:**

APPENDIX A - THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA.....	A-1
APPENDIX B - THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER 31, 2012 AND 2011 (UNAUDITED) .....	B-1
APPENDIX C - SUMMARY OF PROVISIONS OF THE RESOLUTIONS AND THE PAYING AGENT AGREEMENT .....	C-1
APPENDIX D - BOOK-ENTRY ONLY SYSTEM .....	D-1
APPENDIX E - SELECTED DEMOGRAPHIC AND ECONOMIC INFORMATION FOR METROPOLITAN'S SERVICE AREA .....	E-1
APPENDIX F - FORM OF CO-BOND COUNSEL OPINION.....	F-1
APPENDIX G - FORM OF CONTINUING DISCLOSURE UNDERTAKING .....	G-1

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## SUMMARY STATEMENT

*This Summary Statement is subject in all respects to the more complete information contained in this Official Statement and should not be considered to be a complete statement of the facts material to making an investment decision. All terms used in this Summary Statement and not otherwise defined have the meanings given such terms elsewhere in this Official Statement, in APPENDIX C, the Resolutions or the Paying Agent Agreement. Investors must read the entire Official Statement, including the Appendices hereto, to obtain information essential to making an informed investment decision.*

### **The Metropolitan Water District of Southern California**

The Metropolitan Water District of Southern California (“Metropolitan”) is a metropolitan water district created in 1928 by a vote of the electorates of several southern California cities. Metropolitan’s primary purpose was and is to provide a supplemental supply of water for domestic and municipal uses and purposes at wholesale rates to its member public agencies. There are 26 member public agencies of Metropolitan, consisting of 14 cities, 11 municipal water districts, and one county water authority. Metropolitan is governed by a 37-member Board of Directors (the “Board”), with each member agency having at least one representative on the Board. Representation and voting rights are based upon the assessed valuation of real property within the jurisdictional boundary of each member agency. Metropolitan provides 40 to 60 percent of the water used within its service area in any year. Metropolitan imports water from two principal sources, the State Water Project in Northern California, via the California Aqueduct, and the Colorado River, via the Colorado River Aqueduct.

The mission of Metropolitan, as promulgated by the Board, is to provide its service area with adequate and reliable supplies of high quality water to meet present and future needs in an environmentally and economically responsible way. The member agencies of Metropolitan are not currently obligated by contract to purchase water from Metropolitan. For a description of voluntary purchase orders entered into by member agencies, see APPENDIX A—“THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA—METROPOLITAN REVENUES—Member Agency Purchase Orders.”

For general information regarding Metropolitan, including information regarding Metropolitan’s operations and finances, see APPENDIX A—“THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA” and APPENDIX B—“THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR’S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER 31, 2012 AND 2011 (UNAUDITED).” For selected demographic and economic information on Metropolitan’s service area, see APPENDIX E—“SELECTED DEMOGRAPHIC AND ECONOMIC INFORMATION FOR METROPOLITAN’S SERVICE AREA.”

### **Economy of Metropolitan’s Service Area**

Metropolitan’s service area comprises approximately 5,200 square miles and includes all or portions of the six counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura (the “Six County Area”). Approximately 18 million people resided within Metropolitan’s service area in 2010. In 2011, the Six County Area had a gross regional product of approximately \$1 trillion, which is larger than the gross national or gross domestic product of all but 15 nations of the world. For selected demographic and economic information on Metropolitan’s service area, see APPENDIX E—

“SELECTED DEMOGRAPHIC AND ECONOMIC INFORMATION FOR METROPOLITAN’S SERVICE AREA.”

### **Authorization for the Series 2013D Bonds**

Metropolitan is issuing its Special Variable Rate Water Revenue Refunding Bonds, 2013 Series D (the “Series 2013D Bonds”) pursuant to the Act and a Resolution adopted on July 9, 1991, as amended and supplemented (the “Master Resolution”), and the Nineteenth Supplemental Resolution adopted on December 8, 2009 (the “Nineteenth Supplemental Resolution” and, together with the Master Resolution, the “Resolutions”). The voters in Metropolitan’s service area approved Metropolitan’s issuance of revenue bonds at a special election held on June 4, 1974, as the Act required. The Series 2013D Bonds are further described in the Paying Agent Agreement, dated as of June 1, 2013 (the “Paying Agent Agreement”), by and between Metropolitan and Wells Fargo Bank, National Association, as paying agent (the “Paying Agent”). Bonds that Metropolitan issues pursuant to the Master Resolution are referred to in this Official Statement as the “Bonds.”

### **Purpose of the Series 2013D Bonds**

Metropolitan is issuing the Series 2013D Bonds to refinance a portion of its outstanding Water Revenue Bonds and to pay the costs of issuance of the Series 2013D Bonds. See “PLAN OF REFUNDING.”

### **General Terms of the Series 2013D Bonds**

Metropolitan will date the Series 2013D Bonds the date of their delivery and the Series 2013D Bonds will mature on July 1, 20\_\_\_. The Series 2013D Bonds will initially bear interest in the Weekly Mode until such time as Metropolitan changes the Interest Mode of the Series 2013D Bonds. While the Series 2013D Bonds are in the Weekly Mode, interest on the Series 2013D Bonds will be payable on the first Business Day of each month, commencing July 1, 2013. Initially, Metropolitan will designate the Series 2013D Bonds as Self-Liquidity Bonds. Metropolitan will issue the Series 2013D Bonds as fully registered bonds in denominations of \$100,000 or any integral multiples of \$5,000 in excess thereof. See “DESCRIPTION OF THE SERIES 2013D BONDS.”

**This Official Statement describes the terms of the Series 2013D Bonds only while they bear interest in the Weekly Mode and while they are Self-Liquidity Bonds. Prospective investors should not rely on this Official Statement while the Series 2013D Bonds bear interest in any other Interest Mode or while they are Liquidity Supported Bonds.**

### **Redemption of the Series 2013D Bonds**

**Optional Redemption.** The Series 2013D Bonds in the Weekly Mode are subject to optional redemption by Metropolitan in whole or in part, in Authorized Denominations, on any date at a Redemption Price equal to 100% of the principal being redeemed plus accrued interest, if any, to the Redemption Date, without premium.

**Mandatory Sinking Fund Redemption.** The Series 2013D Bonds are subject to mandatory sinking fund redemption prior to maturity, commencing on July 1, 20\_\_ and on each July 1 thereafter through and including July 1, 20\_\_ and on July 1, 20\_\_ and July 1, 20\_\_, at a Redemption Price equal to 100% of the principal being redeemed plus accrued interest, if any, to the Redemption Date, from Mandatory Sinking Account Payments which have been deposited in the Bond Service Fund, in the principal amounts described in this Official Statement.

See “DESCRIPTION OF THE SERIES 2013D BONDS—Redemption of the Series 2013D Bonds.”

### **Tender and Purchase of the Series 2013D Bonds**

***Optional Tender.*** While the Series 2013D Bonds bear interest in the Weekly Mode, subject to the exceptions, limitations and conditions described in this Official Statement, the Owners of the Series 2013D Bonds will have the right to tender their Series 2013D Bonds (or portions of those Series 2013D Bonds in amounts equal to Authorized Denominations) to Metropolitan for purchase on any Business Day at a price equal to the Purchase Price, upon delivery of a Tender Notice to the Paying Agent at least seven days before the applicable Tender Date. See “DESCRIPTION OF THE SERIES 2013D BONDS—Tender and Purchase of the Series 2013D Bonds—*Optional Tender*” in this Official Statement.

***Mandatory Tender.*** Subject to the exceptions, limitations and conditions described in this Official Statement, the Paying Agent Agreement requires the Owners of the Series 2013D Bonds to tender all of the Series 2013D Bonds and requires Metropolitan to purchase all of the Series 2013D Bonds at the Purchase Price, upon specified events. See “DESCRIPTION OF THE SERIES 2013D BONDS—Tender and Purchase of the Series 2013D Bonds—*Mandatory Tender*” in this Official Statement.

While the Series 2013D Bonds are Self-Liquidity Bonds, no Liquidity Facility will be in effect and Metropolitan will be irrevocably committed and obligated to purchase all Series 2013D Bonds tendered pursuant to the optional tender and mandatory tender provisions of the Paying Agent Agreement to the extent that remarketing proceeds are insufficient therefor. Metropolitan’s obligation to pay the Purchase Price of any tendered Series 2013D Bonds is an unsecured, special limited obligation of Metropolitan payable from Net Operating Revenues. See “RISK FACTORS—Risks Related to Self-Liquidity Bonds” in this Official Statement.

Metropolitan’s investment policy permits it to purchase tendered Series 2013D Bonds as an investment for its investment portfolio. Although Metropolitan is only obligated to purchase tendered Series 2013D Bonds from Net Operating Revenues, Metropolitan may use other funds from its investment portfolio to purchase those Series 2013D Bonds. Metropolitan will not use amounts in its bond reserve funds to purchase tendered Series 2013D Bonds. For a description of Metropolitan’s investment portfolio, see “OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO—Metropolitan’s Investment Portfolio” in this Official Statement.

### **Self-Liquidity Bonds and Liquidity Supported Bonds**

***Designation of Series 2013D Bonds as Self-Liquidity Bonds.*** While the Series 2013D Bonds bear interest in any Interest Mode, the Paying Agent Agreement requires Metropolitan to designate the Series 2013D Bonds either as Self-Liquidity Bonds or Liquidity-Supported Bonds. Initially, Metropolitan will designate the Series 2013D Bonds as Self-Liquidity Bonds.

Whether Metropolitan designates the Series 2013D Bonds as Self-Liquidity Bonds or Liquidity Supported Bonds will determine whether Metropolitan or a Liquidity Provider is responsible for the payment of the Purchase Price of tendered Series 2013D Bonds to the extent that remarketing proceeds are insufficient. While the Series 2013D Bonds are Self-Liquidity Bonds, Metropolitan will be obligated to pay the Purchase Price of tendered Series 2013D Bonds to the extent that remarketing proceeds are insufficient. While the Series 2013D Bonds are Liquidity Supported Bonds, a Liquidity Provider will bear that obligation in accordance with the terms of a Liquidity Facility.

***Change in the Designation of the Series 2013D Bonds.*** Metropolitan may elect to change the Series 2013D Bonds from Self-Liquidity Bonds to Liquidity Supported Bonds by delivering a written direction to the Fiscal Agent, the Remarketing Agent, the Paying Agent and the Liquidity Provider not later than 20 days before the effective date of the change to Liquidity Supported Bonds.

See “DESCRIPTION OF THE SERIES 2013D BONDS—Self-Liquidity Bonds and Liquidity-Supported Bonds” in this Official Statement.

### **Remarketing Agent**

Metropolitan has initially appointed De La Rosa & Co., as the remarketing agent (the “Remarketing Agent”) for the Series 2013D Bonds under the terms of the Remarketing Agreement. The Remarketing Agent may resign as remarketing agent or Metropolitan may remove the Remarketing Agent as remarketing agent in accordance with the terms of the Remarketing Agreement. See “DESCRIPTION OF THE SERIES 2013D BONDS—Remarketing Agent” in this Official Statement.

### **Book-Entry Only**

Metropolitan will issue the Series 2013D Bonds as fully registered bonds and will register the Series 2013D Bonds in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2013D Bonds. Upon receipt of payments of principal, interest or purchase price, DTC will remit those payments to DTC’s Direct Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the Series 2013D Bonds. See APPENDIX D—“BOOK-ENTRY ONLY SYSTEM.”

### **Security for the Series 2013D Bonds**

The Series 2013D Bonds are special limited obligations of Metropolitan and will be payable as to principal, redemption premium, if any, and interest thereon solely from and secured solely by a pledge of and a lien and charge upon the Net Operating Revenues. Net Operating Revenues are revenues received by Metropolitan from charges for the sale or availability of water after payment of Operation and Maintenance Expenditures as described in this Official Statement. Metropolitan will pay principal of and interest on the Series 2013D Bonds on a parity with \$4.45 billion (which includes \$88.80 million of Bonds to be refunded from proceeds of the Series 2013D Bonds) aggregate principal amount of Bonds outstanding as of May 1, 2013 (the “Parity Bonds”). Metropolitan also will pay principal of and interest on the Series 2013D Bonds on a parity with existing Parity Obligations. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS.”

**The Series 2013D Bonds do not constitute general obligation indebtedness of Metropolitan. Neither the general credit nor taxing power of Metropolitan is pledged for the payment of the Series 2013D Bonds, the interest thereon or the Purchase Price thereof. The obligation to pay the principal of, redemption premium, if any, and interest on the Series 2013D Bonds does not constitute a pledge, charge, lien or encumbrance upon any of Metropolitan’s property or its income, receipts or revenues except Net Operating Revenues.**

Metropolitan will not establish any reserve fund with respect to the Series 2013D Bonds.

### **Rate Covenant**

Metropolitan covenants under the Master Resolution that it will prescribe, revise and collect rates and charges at which water will be sold or made available which, after making allowances for

contingencies and error in the estimates, will provide Operating Revenues, together with any Additional Revenues (as defined in the Master Resolution), at least sufficient to pay, in the following order of priority: (1) Operation and Maintenance Expenditures; (2) the interest on, or with respect to, and the principal amount (including Mandatory Sinking Fund Payments) of any Bond Obligation (as defined in the Master Resolution) of the Outstanding Bonds and Parity Obligations (both as defined in the Master Resolution) as the same become due and payable; (3) all other payments required for compliance with the Master Resolution or any Supplemental Resolution (as defined in the Master Resolution); and (4) all other obligations which are charges, liens or encumbrances upon or payable from the Net Operating Revenues (but excluding Metropolitan's obligation to pay the Purchase Price of any tendered Series 2013D Bonds). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS—Rate Covenant."

### **Additional Indebtedness**

Under the Resolutions, no additional bonds, notes or other evidences of indebtedness payable out of Operating Revenues will be issued having any priority in payment of principal, redemption premium, if any, or interest over the Series 2013D Bonds, Parity Bonds or Parity Obligations.

As provided in the Master Resolution, Metropolitan may issue additional Bonds and Parity Obligations payable and secured on a parity with the Series 2013D Bonds, Parity Bonds and existing Parity Obligations to finance the costs of improvements to the Water System or to refund any bond or other indebtedness of Metropolitan, subject to the limitations, terms and conditions of the Master Resolution. Metropolitan may also incur obligations junior and subordinate to the Series 2013D Bonds, or any Parity Bonds or Parity Obligations. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS—Additional Indebtedness."

Metropolitan has obligations under interest rate swap agreements, which obligations (other than with respect to termination payments under some such swap agreements) are payable on a parity with the Series 2013D Bonds and the Parity Bonds. See APPENDIX A—"METROPOLITAN EXPENDITURES—Variable Rate and Swap Obligations."

Metropolitan is considering a proposed transaction whereby it would issue Water Revenue Refunding Bonds to refund a portion of its variable rate Water Revenue Bonds and terminate a portion of its interest rate swap transactions. See "OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO—Anticipated Financings"

### **Continuing Disclosure**

Metropolitan has agreed to provide with respect to the Series 2013D Bonds, or to cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (the "EMMA System"), for purposes of Rule 15c2-12(b)(5) (the "Rule") adopted by the U.S. Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended, certain annual financial information and operating data relating to Metropolitan and, in a timely manner, notice of certain events. These covenants have been made in order to assist the Underwriter in complying with the Rule. See "CONTINUING DISCLOSURE" and APPENDIX G — "FORM OF CONTINUING DISCLOSURE UNDERTAKING."

Metropolitan has not failed in the previous five years to comply in any material respect with any previous undertaking to provide annual reports or notices of certain events in accordance with the Rule except perhaps insofar as Metropolitan supplemented its annual report for 2008 on February 4, 2009 with respect to its Water Revenue Bonds to provide additional information not included in its annual report

timely filed on December 12, 2008 and supplemented its annual reports for 2008 and 2011 with respect to its General Obligation Bonds to provide additional regional assessed valuation information omitted from those timely filed annual reports. As of the date hereof, Metropolitan is in compliance in all material respects with its undertakings with regard to the provision of annual reports and notices of certain events as required by the Rule. Metropolitan has implemented additional procedures to file complete annual reports in the future.

### **Miscellaneous**

The summaries of and references to all documents, statutes, reports and other information referred to in this Official Statement do not purport to be complete, comprehensive or definitive and each such summary or reference is qualified in its entirety by reference to such documents, statutes, reports and other information. Copies of such information may be obtained from the Assistant General Manager / Chief Financial Officer of The Metropolitan Water District of Southern California at 700 North Alameda Street, Los Angeles, California 90012; telephone (213) 217-7121.

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## OFFICIAL STATEMENT

§ \_\_\_\_\_  
**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**  
**Special Variable Rate Water Revenue Refunding Bonds**  
**2013 Series D**

### INTRODUCTION

Metropolitan is issuing the Series 2013D Bonds pursuant to the Metropolitan Water District Act, California Statutes 1969, Chapter 209, as amended and supplemented, and Chapter 6 of Part 1, Division 2, Title 5 of the California Government Code, as amended (the "Act"), and a Resolution adopted on July 9, 1991, as amended and supplemented (the "Master Resolution"), and the Nineteenth Supplemental Resolution (the "Nineteenth Supplemental Resolution" and, together with the Master Resolution, the "Resolutions"). The Series 2013D Bonds are further described in the Paying Agent Agreement, dated as of June 1, 2013 (the "Paying Agent Agreement"), by and between Metropolitan and Wells Fargo Bank, National Association, as paying agent (the "Paying Agent"). Bonds that Metropolitan issues pursuant to the Master Resolution are referred to herein as the "Bonds." A summary of the Resolutions and a list of selected defined terms are set forth in APPENDIX C.

References to, and summaries of, provisions of the Constitution and laws of the State of California (the "State"), the Series 2013D Bonds, and provisions of the Resolutions, the Paying Agent Agreement and any other documents referred to herein do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions. The source of information herein is Metropolitan unless otherwise stated.

### DESCRIPTION OF THE SERIES 2013D BONDS

#### **General**

Metropolitan will date the Series 2013D Bonds the date of their delivery. The principal of, and premium, if any, on each Series 2013D Bond will be payable in lawful money of the United States of America upon presentment and surrender of such Series 2013D Bond at the Corporate Trust Office of the Paying Agent. Interest on each Series 2013D Bond will be payable on each Interest Payment Date by check mailed by first class United States mail, postage prepaid, on the date on which due to the Owner thereof at the close of business on the Record Date in respect of such Interest Payment Date at the registered addresses of such Owner as appears on the Bond Register. In the case of any Owner of Series 2013D Bonds in an aggregate principal amount in excess of \$1,000,000 as shown on the registration books kept by the Paying Agent who, before the Record Date next preceding any Interest Payment Date, has provided or caused to be provided to the Paying Agent wire transfer instructions, interest payable on such Series 2013D Bonds will be paid in accordance with the wire transfer instructions so provided. "Record Date" means, with respect to Series 2013D Bonds bearing interest in a Weekly Mode, the Business Day immediately preceding each Interest Payment Date.

#### **Interest Rate Provisions**

##### *General*

The Series 2013D Bonds will initially bear interest in the Weekly Mode until such time as Metropolitan changes the Interest Mode of the Series 2013D Bonds. Interest on the Series 2013D Bonds will be payable on the first Business Day of each month, commencing on July 1, 2013.

While the Series 2013D Bonds bear interest in the Weekly Mode, interest on the Series 2013D Bonds will be computed on the basis of a 365 or 366-day year, as appropriate, for the actual number of days elapsed. While the Series 2013D Bonds bear interest in the Weekly Mode, the authorized denominations will be \$100,000 and any integral multiple of \$5,000 in excess thereof (the “Authorized Denominations”).

In no event will any Series 2013D Bond bear interest in excess of the Maximum Interest Rate. “Maximum Interest Rate” means (a) with respect to the Series 2013D Bonds (other than District Bonds) the lesser of 12% per annum and the maximum interest rate permitted by law, if any, and (b) with respect to District Bonds, the maximum interest rate permitted by law, if any.

**This Official Statement describes the terms of the Series 2013D Bonds only while they bear interest in the Weekly Mode and while they are Self-Liquidity Bonds. Prospective investors should not rely on this Official Statement while the Series 2013D Bonds bear interest in any other Interest Mode or while they are Liquidity Supported Bonds.**

#### *Determination of Weekly Rate*

While the Series 2013D Bonds bear interest in the Weekly Mode, the Series 2013D Bonds (other than District Bonds) will bear interest during each Weekly Period at a rate of interest that the Remarketing Agent determines by no later than 5:00 p.m. on the Wednesday immediately preceding such Weekly Period, or if such day is not a Business Day, then on the next preceding Business Day. On or before the first day of the Weekly Period following the issuance of the Series 2013D Bonds or following the change to the Weekly Mode, the Remarketing Agent will determine the Weekly Rate for the initial Weekly Period. The Paying Agent Agreement defines “Weekly Period” to mean, with respect to Series 2013D Bonds bearing interest in the Weekly Mode, the period beginning on Thursday of a week and ending on Wednesday of the immediately following week; provided, however, that the “Weekly Period” following the issuance of the Series 2013D Bonds will begin on the date of the delivery of the Series 2013D Bonds and will end on the immediately following Wednesday.

The Paying Agent Agreement requires the Remarketing Agent to determine the Weekly Rate (based on an examination of tax-exempt obligations comparable in the judgment of the Remarketing Agent to the Series 2013D Bonds and that the Remarketing Agent knows to have been priced or traded under then-prevailing market conditions) to be the minimum interest rate which, if borne by the Series 2013D Bonds, would enable the Remarketing Agent to sell the Series 2013D Bonds on the date of determination at a price equal to the principal amount thereof (without regard to accrued interest). If the Remarketing Agent fails to establish a Weekly Rate for any Weekly Period, then (1) the Weekly Rate for that Weekly Period will be the same as the Weekly Rate for the immediately preceding Weekly Period if the Remarketing Agent determined a Weekly Rate for such preceding Weekly Period, or (2) if the Remarketing Agent did not determine a Weekly Rate for the immediately preceding Weekly Period, or if a court of law holds that the Weekly Rate that the Remarketing Agent determined for any Weekly Period is invalid or unenforceable, then the interest rate for that Weekly Period will equal the SIFMA Index made available for the day on which the Remarketing Agent otherwise would have determined the Weekly Rate. If the SIFMA Index is no longer available, or the SIFMA Index was not made available for such day of determination, then the Weekly Rate for that Weekly Period will equal the High Grade CP Index for the day that the Remarketing Agent would otherwise have determined the Weekly Rate. If the High Grade CP Index was not made available for such day of determination, then the Weekly Rate for that Weekly Period will equal the rate that Metropolitan determines in good faith.

### ***Changes to other Interest Modes***

The Paying Agent Agreement permits Metropolitan to change the Interest Mode of the Series 2013D Bonds to the Daily Mode, the Short-Term Mode or the Long Mode. If Metropolitan elects to change the Interest Mode, then the Paying Agent Agreement requires the Paying Agent to give notice to the Owners of the Series 2013D Bonds by mail (or if a book-entry system is in effect, then to DTC by mail or by electronic means) not less than 10 days before the effective date of the change. The notice must state (1) that Metropolitan has elected to change the Interest Mode of the Series 2013D Bonds, (2) the effective date of the change, (3) whether, upon the change to the Weekly Mode or the Daily Mode, the Series 2013D Bonds will be Liquidity Supported Bonds or Self-Liquidity Bonds, (4) if the Series 2013D Bonds will be Liquidity Supported Bonds following the change to the Weekly Mode, the name of the Liquidity Provider, and (5) if applicable, that the Series 2013D Bonds are subject to mandatory tender for purchase on such effective date.

The Paying Agent Agreement also permits Metropolitan to convert the interest rate on the Series 2013D Bonds to a Fixed Interest Rate. If Metropolitan exercises its right to convert the Series 2013D Bonds to the Fixed Interest Rate, then the Paying Agent Agreement requires the Paying Agent to give notice of such conversion to the Owners of the Series 2013D Bonds (or if a book-entry system is in effect, then to DTC). The notice must state (1) that Metropolitan has elected to convert the interest rate on the Series 2013D Bonds to a Fixed Interest Rate, (2) the effective date of the conversion, (3) that Metropolitan will pay interest on the Series 2013D Bonds each January 1 and July 1 after the effective date of the conversion, (4) that after the effective date of the conversion, the Owners will no longer have the right to tender their the Series 2013D Bonds to the Paying Agent for purchase, and (5) that the Series 2013D Bonds are subject to mandatory tender for purchase on the effective date of the conversion.

### **Redemption of the Series 2013D Bonds**

***Optional Redemption of the Series 2013D Bonds.*** The Series 2013D Bonds in the Weekly Mode are subject to optional redemption by Metropolitan in whole or in part, in Authorized Denominations, on any date at a Redemption Price equal to 100% of the principal being redeemed plus accrued interest, if any, to the Redemption Date, without premium.

***Mandatory Sinking Fund Redemption of the Series 2013D Bonds.*** The Series 2013D Bonds are subject to mandatory sinking fund redemption prior to maturity, commencing on July 1, 20\_\_ and on each July 1 thereafter through and including July 1, 20\_\_ and on July 1, 20\_\_ and July 1, 20\_\_, at a Redemption Price equal to 100% of the principal being redeemed plus accrued interest, if any, to the Redemption Date, from Mandatory Sinking Account Payments which have been deposited in the Bond Service Fund, in the principal amounts set forth below.

<b>Redemption Date</b>	<b>Principal Amount</b>	<b>Redemption Date</b>	<b>Principal Amount</b>
<b><u>(July 1)</u></b>	<b><u>Principal Amount</u></b>	<b><u>(July 1)</u></b>	<b><u>Principal Amount</u></b>

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\* Final Maturity.

If (a) Metropolitan has purchased any Series 2013D Bonds and surrendered such Series 2013D Bonds to the Fiscal Agent for cancellation or (b) Series 2013D Bonds have been optionally redeemed by Metropolitan, then Metropolitan may credit the amount of such Series 2013D Bonds to such future Mandatory Sinking Account Payments as Metropolitan may specify in writing to the Paying Agent on or before the date such Mandatory Sinking Account Payments are due. A reduction of Mandatory Sinking Account Payments in any 12-month period ending July 1 will reduce the principal amount of Series 2013D Bonds subject to mandatory sinking account redemption on that July 1.

***Selection of Series 2013D Bonds for Redemption.*** In the case of redemption in part, the Paying Agent shall select Series 2013D Bonds for redemption in the following order: first, the Paying Agent shall select for redemption by lot all Series 2013D Bonds Outstanding other than District Bonds before selecting any District Bonds for redemption, and, second, the Paying Agent shall select District Bonds for redemption. See also APPENDIX C—“SUMMARY OF PROVISIONS OF THE RESOLUTIONS AND THE PAYING AGENT AGREEMENT—THE MASTER RESOLUTION—Redemption of Bonds—Selection of Bonds to be Redeemed.”

***Notice of Redemption.*** The Paying Agent will give notice of redemption by mail and electronic means not less than twenty nor more than sixty days before the Redemption Date to (a) the respective Owners of any Series 2013D Bonds designated for redemption at their addresses appearing on the Bond Register, and (b) one or more Information Services (currently, the EMMA System). Each notice of redemption must state the date of such notice, the distinguishing designation of the Series 2013D Bonds, the date of issue of the Series 2013D Bonds, the Redemption Date, the Redemption Price, the place or places of redemption (including the name and appropriate address or addresses of the Paying Agent), the CUSIP number, if any, of the maturity or maturities and, if less than all of such maturity, the distinctive certificate numbers of the Series 2013D Bonds of such maturity to be redeemed and, in the case of Series 2013D Bonds to be redeemed in part only, the respective portion of the principal amount thereof to be redeemed. Each such notice must also state that on said date there will become due and payable with respect to each of said Series 2013D Bonds the Redemption Price thereof or of said specified portion of the principal amount thereof in the case of a Series 2013D Bond to be redeemed in part only, and that from and after the Redemption Date, the related interest due with respect thereto will cease to accrue, and will require that such Series 2013D Bonds be then surrendered at the address or addresses of the Paying Agent specified in the redemption notice. Notice of any redemption must either (a) state that the proposed redemption is conditioned on there being on deposit in the applicable fund or account on the Redemption Date sufficient money to pay the full Redemption Price of the Series 2013D Bonds to be redeemed, or (b) be sent only if sufficient money to pay the full Redemption Price of the Series 2013D Bonds to be redeemed is on deposit in the applicable fund or account. The Paying Agent is required to hold all amounts described in clause (b) of the immediately preceding sentence as uninvested or to invest such amounts in Federal Securities which mature on or before the Redemption Date.

Failure by the Paying Agent to give a redemption notice to the Owners of the Series 2013D Bonds designated for redemption or any one or more of the Information Services (currently, the EMMA System) or any defect in such notice will not affect the sufficiency and validity of the proceedings for redemption.

***Effect of Redemption.*** If notice of redemption has been duly given and if, on the designated Redemption Date, the Paying Agent holds funds for the payment of the Redemption Price of the Series 2013D Bonds to be redeemed, then (a) on the Redemption Date designated in such notice, the Redemption Price of the Series 2013D Bonds so called for redemption will become due and payable as specified in such notice, and (b) from and after the Redemption Date (1) interest due with respect to the Series 2013D Bonds or portions thereof so called for redemption will cease to accrue, (2) such Series 2013D Bonds will cease to be entitled to any benefit, protection or security under the Paying Agent

Agreement and under the Resolutions and (3) the Owners of such Series 2013D Bonds will have no rights in respect thereof except to receive payment of the Redemption Price. The Paying Agent will, upon surrender for payment of any of the Series 2013D Bonds to be redeemed on their respective Redemption Dates, pay the Redemption Price to the Owners thereof. If said moneys are not be available on the Redemption Date, such Series 2013D Bonds will not become due and payable and will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption.

### **Tender and Purchase of the Series 2013D Bonds**

***Optional Tender.*** While the Series 2013D Bonds bear interest in the Weekly Mode, the Owners of the Series 2013D Bonds (other than District Bonds) have the right to tender their Series 2013D Bonds (or portions of those Series 2013D Bonds in amounts equal to Authorized Denominations) to Metropolitan for purchase on any Business Day at the Purchase Price, upon delivery of a Tender Notice to the Paying Agent by 4:00 p.m. on the Business Day seven days before the applicable Tender Date.

Any notice by an Owner of a Series 2013D Bond exercising the right to tender Series 2013D Bonds is irrevocable and will constitute the irrevocable tender for purchase of each such Series 2013D Bond with respect to which such notice has been given, regardless of whether such Owner actually delivers the Series 2013D Bond to the Paying Agent for purchase.

#### ***Mandatory Tender.***

Mandatory Tender Events. Subject to the exception described below, the Paying Agent Agreement requires the Owners of the Series 2013D Bonds to tender all of the Series 2013D Bonds and requires Metropolitan to purchase all of the Series 2013D Bonds at the Purchase Price, on each of the following days:

- (1) The effective date of a change in the Interest Mode of the Series 2013D Bonds; or
- (2) The Fixed Rate Date; or
- (3) The effective date of the election by Metropolitan pursuant to the Paying Agent Agreement to change the Series 2013D Bonds from Self-Liquidity Bonds to Liquidity Supported Bonds; or
- (4) Any Business Day on which Metropolitan elects to provide for a mandatory tender for purchase of the Series 2013D Bonds and which Metropolitan specifies in writing to the Paying Agent no later than 20 days before such Business Day.

Exceptions for Rating Agency Confirmation. If, before a notice of mandatory tender is given to the Owners of the Series 2013D Bonds in connection with (a) the change from Self-Liquidity Bonds to Liquidity Supported Bonds or (b) the change from a Weekly Mode to a Daily Mode or from a Daily Mode to a Weekly Mode (each, a "Mandatory Tender Exception Event"), Metropolitan delivers to the Fiscal Agent, the Paying Agent and the Remarketing Agent written evidence from each Rating Agency to the effect that such Mandatory Tender Exception Event, in and of itself, will not result in the withdrawal or reduction of the rating category of the short-term rating(s) then applicable to the Series 2013D Bonds (without taking into consideration a reduction of the sub-category of any short-term rating(s)), then the Series 2013D Bonds will not be subject to mandatory tender for purchase solely as a result of the Mandatory Tender Exception Event. If no mandatory tender for purchase of the Series 2013D Bonds is required pursuant to this paragraph, then the Paying Agent will give notice by mail to the Owners of the

Series 2013D Bonds (or if a book-entry system is in effect, then to DTC by mail or by electronic means) not less than 10 days before the Mandatory Tender Exception Event. Such notice must be substantially similar to the form of the notice that the Paying Agent Agreement would otherwise require the Paying Agent to deliver if the Series 2013D Bonds were subject to a mandatory tender for purchase as a result of such Mandatory Tender Exception Event absent the application of this paragraph.

No Liquidity Facility; Metropolitan's Obligation to Pay Purchase Price; Availability of Metropolitan's Investment Portfolio. While the Series 2013D Bonds are Self-Liquidity Bonds, no Liquidity Facility will be in effect and Metropolitan will be irrevocably committed and obligated to purchase all Series 2013D Bonds tendered pursuant to the optional tender and mandatory tender provisions of the Paying Agent Agreement to the extent that remarketing proceeds are insufficient therefor. Metropolitan's obligation to pay the Purchase Price of any tendered Series 2013D Bonds is an unsecured, special limited obligation of Metropolitan payable from Net Operating Revenues. See "RISK FACTORS—Risks Related to Self-Liquidity Bonds" in this Official Statement.

Metropolitan's investment policy permits it to purchase tendered Series 2013D Bonds as an investment of its investment portfolio. Although Metropolitan is only obligated to purchase tendered Series 2013D Bonds from Net Operating Revenues, Metropolitan may use other funds from its investment portfolio to purchase those Series 2013D Bonds. Metropolitan will not use amounts in its bond reserve funds to purchase tendered Series 2013D Bonds. For a description of Metropolitan's investment portfolio, see "OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO—Metropolitan's Investment Portfolio" in this Official Statement.

Notice of Mandatory Tender.

If the Series 2013D Bonds are subject to mandatory tender for purchase pursuant to the change in the Interest Mode of the Series 2013D Bonds or the conversion of the interest rate on the Series 2013D Bonds to a Fixed Interest Rate pursuant to clause (1) or (2) under the caption "—Mandatory Tender Events" above, then the Paying Agent Agreement requires the Paying Agent to give notice by mail to the Owners of the Series 2013D Bonds (or if a book-entry system is in effect, then to DTC by mail or by electronic means) not later than 10 days before the Tender Date. Such notice must be in the form of the notice described under the caption "Interest Rate Provisions—*Changes to other Interest Modes*" above.

If the Series 2013D Bonds are subject to mandatory tender for purchase in connection with the change of the Series 2013D Bonds from Self-Liquidity Bonds to Liquidity-Supported Bonds pursuant to clause (3) under the caption "—Mandatory Tender Events" above, then the Paying Agent Agreement requires the Paying Agent to give notice by mail to the Owners of the Series 2013D Bonds (or if a book-entry system is in effect, then to DTC by mail or by electronic means) not later than the 10 days before the Tender Date. The notice must be in the form described under the caption "Self-Liquidity Bonds and Liquidity Supported Bonds—*Change in the Designation of the Series 2013D Bonds*" below.

If the Series 2013D Bonds are subject to mandatory tender for purchase upon Metropolitan's election pursuant to clause (4) under the caption "—Mandatory Tender Events" above, then the Paying Agent Agreement requires the Paying Agent to give notice by mail to the Owners of the Series 2013D Bonds (or if a book-entry system is in effect, then to DTC by mail or by electronic means) not later than 10 days before the Tender Date. The notice must state (a) that Metropolitan has elected to provide for a mandatory tender for purchase of the Series 2013D Bonds and (b) the Tender Date.

Mandatory Tender for Purchase Notwithstanding Non-Occurrence of Events. Upon the giving of notice to Owners of the Series 2013D Bonds of the mandatory tender of Series 2013D Bonds for

purchase, the Series 2013D Bonds will be subject to such mandatory tender for purchase regardless of whether the events or proposed events giving rise to such notice occur on the proposed Tender Date.

Rescission of Certain Mandatory Tender Events. With respect to any mandatory tender for purchase described under “—Mandatory Tender Events” above, Metropolitan may rescind such mandatory tender for purchase by delivery of a written notice to that effect to the Paying Agent at its Corporate Trust Office and the Remarketing Agent, on or prior to 5:00 p.m. (New York City time) on the Business Day immediately preceding the Tender Date. If the District rescinds any such mandatory tender for purchase, then no purchase shall occur and the Owners shall continue to own the Bonds as if no notice of mandatory tender for purchase were delivered.

### **Purchase and Remarketing of Series 2013D Bonds**

*Sources of Funds for Purchase of Tendered Bonds.* The Paying Agent Agreement requires Metropolitan to purchase any Series 2013D Bonds tendered by the Owners thereof on the applicable Tender Date and at the Purchase Price. The Paying Agent Agreement requires Metropolitan to pay the Purchase Price of any tendered Series 2013D Bonds from the following sources in the order of priority indicated:

- (1) proceeds of the sale of such Series 2013D Bonds remarketed to any person and furnished to the Paying Agent by the Remarketing Agent for deposit into the Remarketing Proceeds Account of the Purchase Fund; and
- (2) moneys furnished by or at the direction of Metropolitan to the Paying Agent for deposit into the District Account of the Purchase Fund.

While the Series 2013D Bonds are Self-Liquidity Bonds, no Liquidity Facility will be in effect and Metropolitan will be irrevocably committed and obligated to purchase all Series 2013D Bonds tendered pursuant to the optional tender and mandatory tender provisions of the Paying Agent Agreement to the extent that remarketing proceeds are insufficient therefor. Metropolitan’s obligation to pay the Purchase Price of any tendered Series 2013D Bonds is an unsecured, special limited obligation of Metropolitan payable from Net Operating Revenues. See “RISK FACTORS—Risks Related to Self-Liquidity Bonds” in this Official Statement.

Metropolitan’s investment policy permits it to purchase tendered Series 2013D Bonds as an investment of its investment portfolio. Although Metropolitan is only obligated to purchase tendered Series 2013D Bonds from Net Operating Revenues, Metropolitan may use other funds from its investment portfolio to purchase those Series 2013D Bonds. Metropolitan will not use amounts in its bond reserve funds to purchase tendered Series 2013D Bonds. For a description of Metropolitan’s investment portfolio, see “OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO—Metropolitan’s Investment Portfolio” in this Official Statement.

If for any reason Metropolitan does not purchase all Series 2013D Bonds tendered or deemed tendered and required to be purchased on any Tender Date (such an event being referred to herein as a “Failed Tender”), then the Paying Agent will return all tendered Series 2013D Bonds to their respective Owners and the Series 2013D Bonds will bear interest at the Maximum Interest Rate from the date of the Failed Tender until all Series 2013D Bonds tendered on the date of such Failed Tender are purchased. From and after a Failed Tender, the Paying Agent will continue to take all such action available to it to obtain remarketing proceeds from the Remarketing Agent and sufficient other funds from Metropolitan to purchase all Series 2013D Bonds tendered on the Tender Date on which such Failed Tender occurs. Notwithstanding the foregoing, no Failed Tender will constitute an Event of Default.

**Remarketing of Bonds.** Upon notice of any optional tender for purchase of Series 2013D Bonds or upon the receipt of a notice of mandatory tender for purchase of Series 2013D Bonds, the Paying Agent Agreement requires the Remarketing Agent to offer for sale and use its best efforts to sell all Series 2013D Bonds to be tendered at the minimum interest rate which, if borne by the Series 2013D Bonds, would enable the Remarketing Agent to sell the Series 2013D Bonds on the Tender Date at a price (without regard to accrued interest) equal to the principal amount thereof.

The Remarketing Agent will give notice to the Fiscal Agent and the Paying Agent by electronic means no later than 4:00 p.m. on the Business Day preceding any Tender Date, specifying the aggregate principal amount of Series 2013D Bonds, if any, sold by it, along with a list of such purchasers showing the names and denominations in which the Paying Agent will register such Series 2013D Bonds in the Bond Register.

**Demand of Metropolitan to Purchase Self-Liquidity Bonds.** By 11:30 a.m. (New York City time) on the Tender Date, the Paying Agent must notify Metropolitan by electronic means as to the aggregate Purchase Price of tendered Series 2013D Bonds that Metropolitan is required to purchase and to make a demand for the purchase of such Series 2013D Bonds such that the Paying Agent will receive amounts sufficient to pay the Purchase Price of all tendered Series 2013D Bonds no later than 12:30 p.m. on the Tender Date. If Metropolitan receives from the Paying Agent by electronic means a demand for the purchase of Series 2013D Bonds no later than 11:30 a.m. on a Tender Date, then Metropolitan will deliver to the Paying Agent amounts sufficient for the Paying Agent to pay the Purchase Price of all tendered Series 2013D Bonds no later than 12:30 p.m. on the Tender Date. By 2:00 p.m. the Paying Agent will purchase the tendered Series 2013D Bonds.

**Determination of Delivery of Tendered Series 2013D Bonds.** The Paying Agent will determine the timely and proper delivery of Series 2013D Bonds and the proper endorsement of such Series 2013D Bonds. Absent manifest error, the Paying Agent Agreement provides that such determination will be binding on the Owners of such Series 2013D Bonds, Metropolitan, the Remarketing Agent, the Fiscal Agent and the Paying Agent.

### **Self-Liquidity Bonds and Liquidity Supported Bonds**

**Designation of Series 2013D Bonds as Self-Liquidity Bonds.** While the Series 2013D Bonds bear interest in any Interest Mode, the Paying Agent Agreement requires Metropolitan to designate the Series 2013D Bonds either as Liquidity Supported Bonds or as Self-Liquidity Bonds. Initially, Metropolitan will designate the Series 2013D Bonds as Self-Liquidity Bonds and the Series 2013D Bonds will be Self-Liquidity Bonds until Metropolitan changes the Series 2013D Bonds to Liquidity Supported Bonds, Metropolitan changes the Interest Mode of the Series 2013D Bonds or Metropolitan converts the interest rate on the Series 2013D Bonds to a Fixed Interest Rate.

Whether Metropolitan designates the Series 2013D Bonds as Self-Liquidity Bonds or Liquidity Supported Bonds will determine whether Metropolitan or a Liquidity Provider is responsible for the payment of the Purchase Price of tendered Series 2013D Bonds to the extent that remarketing proceeds are insufficient. While the Series 2013D Bonds are Self-Liquidity Bonds, Metropolitan will be obligated to pay the Purchase Price of tendered Series 2013D Bonds to the extent that remarketing proceeds are insufficient. While the Series 2013D Bonds are Liquidity Supported Bonds, a Liquidity Provider will bear that obligation in accordance with the terms of a Liquidity Facility.

**Change in the Designation of the Series 2013D Bonds.** Metropolitan may elect to change the Series 2013D Bonds from Self-Liquidity Bonds to Liquidity Supported Bonds by delivering a written direction to the Fiscal Agent, the Remarketing Agent, the Paying Agent and the Liquidity Provider not

later than 20 days before the effective date of the change to Liquidity Supported Bonds. The effective date of the change to Liquidity Supported Bonds must be a Business Day.

The Paying Agent Agreement requires the Paying Agent to give notice to the Owners of the Series 2013D Bonds by mail (or if a book-entry system is in effect, then to DTC by mail or by electronic means) of a change from Self-Liquidity Bonds to Liquidity Supported Bonds not less than 10 days before the effective date of the change. The notice must state (1) the effective date of the change from Self-Liquidity Bonds to Liquidity Supported Bonds, (2) the name of the new Liquidity Provider, (3) the short-term and long-term ratings, if any, to be applicable to the Series 2013D Bonds after the effective date of the Liquidity Facility, and (4) if applicable, that the Series 2013D Bonds are subject to mandatory tender for purchase on such effective date, setting forth the applicable Purchase Price.

### **Remarketing Agent**

Metropolitan has initially appointed De La Rosa & Co., as the remarketing agent (the “Remarketing Agent”) for the Series 2013D Bonds under the terms of a remarketing agreement between Metropolitan and the Remarketing Agent (the “Remarketing Agreement”). The Remarketing Agent may resign as remarketing agent or Metropolitan may remove the Remarketing Agent as remarketing agent in accordance with the terms of the Remarketing Agreement.

### **Book-Entry Only System**

The Series 2013D Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of DTC, and will be available to Beneficial Owners only under the book-entry system maintained by DTC. Beneficial Owners of Series 2013D Bonds will not receive physical certificates representing their interests in the Series 2013D Bonds. So long as the Series 2013D Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners mean Cede & Co., and do not mean the ultimate purchasers of the Series 2013D Bonds. Payments of the principal, redemption premium, if any, purchase price and interest on the Series 2013D Bonds will be made directly to DTC or Cede & Co. so long as DTC or Cede & Co. is the registered owner of the Series 2013D Bonds. Disbursements of such payments to DTC’s Direct Participants is the responsibility of DTC and disbursement of such payments to Beneficial Owners is the responsibility of DTC’s Direct Participants and Indirect Participants (“Participants”), as more fully described in APPENDIX D.

Metropolitan and the Paying Agent will have no responsibility or obligation with respect to: (a) the accuracy of the records of DTC, its nominee or any Participant with respect to any beneficial ownership interest in the Series 2013D Bonds; (b) the delivery to any Participant, Beneficial Owner or other Person, other than the DTC, of any notice with respect to the Series 2013D Bonds; (c) the payment to any Participant, Beneficial Owner or other Person, other than the DTC, of any amount with respect to the principal of, premium, if any, or interest on, the Series 2013D Bonds; (d) any consent given by the DTC or its nominee as Owner; or (e) the selection by DTC or any Participant of any Beneficial Owners to receive payment if the Series 2013D Bonds are redeemed in part. See APPENDIX D—“BOOK-ENTRY ONLY SYSTEM.”

## **SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS**

### **Security for the Series 2013D Bonds**

The Series 2013D Bonds are special limited obligations of Metropolitan and will be payable as to principal, redemption premium, if any, and interest thereon solely from and secured solely by a pledge of and a lien and charge upon the Net Operating Revenues and the other funds, assets and security described

under the Resolutions. See APPENDIX C—“SUMMARY OF PROVISIONS OF THE RESOLUTIONS AND THE PAYING AGENT AGREEMENT.”

As defined in the Master Resolution, “Net Operating Revenues” are Operating Revenues less Operation and Maintenance Expenditures paid from Operating Revenues. “Operating Revenues” are all revenues received by Metropolitan from charges for the sale and availability of water. “Operation and Maintenance Expenditures” are the necessary expenditures for operating and maintaining the properties, works and facilities of Metropolitan, including expenditures for such charges as may be payable by Metropolitan under the State Water Contract and the Devil Canyon-Castaic Contract, which charges constitute operation, maintenance, power and replacement charges; any necessary contributions to medical, health, retirement or other similar benefits of Metropolitan employees and annuitants; and such other expenditures of Metropolitan generally classified as operating and maintenance expenditures, excluding any charges for depreciation or amortization. The State Water Contract and the Devil Canyon-Castaic Contract are discussed in APPENDIX A under the subcaption “METROPOLITAN EXPENDITURES—State Water Contract Obligations.” Payment of capital costs and some other payments under the State Water Contract and the Devil Canyon-Castaic Contract are subordinate to the obligation of Metropolitan for payment of Operation and Maintenance Expenditures and debt service on the Series 2013D Bonds, Parity Bonds and Parity Obligations. Accordingly, the debt service coverage on the Series 2013D Bonds, Parity Bonds and Parity Obligations does not take into account such expenses. See APPENDIX A—“THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA—HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES.”

**The Series 2013D Bonds do not constitute general obligation indebtedness of Metropolitan. Neither the general credit nor taxing power of Metropolitan is pledged for the payment of the Series 2013D Bonds, the interest thereon or the Purchase Price thereof. The obligation to pay the principal of, redemption premium, if any, and interest on the Series 2013D Bonds does not constitute a pledge, charge, lien or encumbrance upon any of Metropolitan’s property or its income, receipts or revenues except Net Operating Revenues.**

#### **Rate Covenant**

Metropolitan covenants in the Master Resolution that it will prescribe, revise and collect such rates and charges for the services, facilities, availability and water of the Water System (defined in the Resolutions as the properties, works and facilities of Metropolitan necessary for the supply, availability, development, storage, transportation, treatment or sale of water) which, after making allowances for contingencies and error in estimates, shall provide Operating Revenues, together with any Additional Revenues (i.e., interest, profits and other income received from the investment of any moneys of Metropolitan and other revenues of Metropolitan (other than Operating Revenues) to the extent available to pay debt service on the Series 2013D Bonds, Bonds and Parity Obligations), at least sufficient to pay the following amounts in the order set forth:

1. Operation and Maintenance Expenditures;
2. Interest on and any Bond Obligation (including Mandatory Sinking Account Payments) of the Outstanding Bonds and Parity Obligations as the same become due and payable;
3. All other payments required for compliance with the Master Resolution or any Supplemental Resolution; and
4. All other payments required to meet any other obligations of Metropolitan that are charges, liens or encumbrances upon or payable from Net Operating Revenues.

Metropolitan is required to take into account in setting its rates and charges the amount of any scheduled payments of principal of and interest on the Series 2013D Bonds. Metropolitan is not required to take into account the amount of any Purchase Price of any tendered Series 2013D Bonds in setting its rates and charges.

Water rates are established by a majority of the voting power of the Board. Metropolitan's water rates are not subject to regulation by the Public Utilities Commission of California or by any other state, local or federal agency. Proposition 218, a State constitutional ballot initiative approved by the voters on November 5, 1996, imposes additional limitations on the manner in which local agencies may impose taxes, fees, charges and assessments. Some of Metropolitan's Operating Revenues are derived from standby and water availability charges. These revenues may be affected by the application of Proposition 218. Proposition 26, a State ballot initiative aimed at restricting regulatory fees and charges, was approved by the California voters on November 2, 2010. Proposition 26 broadens the definition of "tax" in Article XIII C of the California Constitution to include levies, charges and exactions imposed by local governments. Metropolitan believes its water rates and charges are not taxes under Proposition 26. Nevertheless, Metropolitan is assessing whether Proposition 26 may affect future water rates and charges. These revenues may be affected by the application of Proposition 26. See APPENDIX A—"THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA—METROPOLITAN REVENUES—California Ballot Initiatives."

#### **No Reserve Fund**

Metropolitan will not establish any reserve fund with respect to the Series 2013D Bonds.

#### **Parity Bonds and Parity Obligations**

As of May 1, 2013, Metropolitan had \$4.45 billion of Parity Bonds outstanding. See "OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO—Anticipated Financings" and APPENDIX A—"THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA—METROPOLITAN EXPENDITURES."

**Self-Liquidity Bonds.** As of May 1, 2013, Metropolitan had outstanding \$99.9 million of Parity Bonds it has designated as self-liquidity bonds (the "Self-Liquidity Bonds"). The Self-Liquidity Bonds have terms and conditions substantially similar to the terms and conditions of the Series 2013D Bonds. See "OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO—Anticipated Financings."

**Index Tender Bonds.** As of May 1, 2013, Metropolitan had outstanding \$535.8 million of Parity Bonds currently bearing interest in an index mode in several Series (the "Index Tender Bonds"). As of the date hereof, the Index Tender Bonds are summarized in the following table:

Series	Date of Issuance	Original Principal Amount Issued	Next Scheduled Mandatory Tender Date	Maturity Date
2009 A-1	May 20, 2009	\$104,185,000	August 30, 2013	July 1, 2030
2009 A-2	May 20, 2009	104,180,000	March 24, 2014	July 1, 2030
2011 A-1	June 2, 2011	64,440,000	February 11, 2014	July 1, 2036
2011 A-2	June 2, 2011	50,000,000	May 1, 2015	July 1, 2036
2011 A-3	June 2, 2011	64,435,000	February 11, 2014	July 1, 2036
2011 A-4	June 2, 2011	50,000,000	May 1, 2015	July 1, 2036

2012 B-1	April 27, 2012	49,295,000	May 1, 2015	July 1, 2027
2012 B-2	April 27, 2012	49,290,000	May 1, 2015	July 1, 2027
		\$535,825,000		

The Index Tender Bonds have substantially similar terms and conditions; however, the scheduled mandatory tender dates, call protection dates and related tender periods for the Index Tender Bonds may differ. The Index Tender Bonds bear interest at a rate that fluctuates weekly based on the SIFMA Index published weekly by Municipal Market Data; however, if the purchase price of a series of Index Tender Bonds is not paid from proceeds of remarketing or other funds following a scheduled mandatory tender, such Index Tender Bonds then will bear interest at a default rate of up to 12% per annum until purchased by Metropolitan or redeemed. The Index Tender Bonds are subject to mandatory tender under certain circumstances. Metropolitan anticipates that it will pay the purchase price of tendered Index Tender Bonds from the proceeds of remarketing such Index Tender Bonds or from other available funds. Metropolitan's obligation to pay the purchase price of such Index Tender Bonds is an unsecured obligation of Metropolitan that it would pay from Net Operating Revenues only after it has made payments and deposits with respect to its Operating Revenues, the Parity Bonds, Parity Obligations and other obligations secured by Net Operating Revenues. Metropolitan has not secured any liquidity facility or letter of credit to support the payment of the purchase price of Index Tender Bonds in connection with a scheduled mandatory tender. If the purchase price of the Index Tender Bonds of any Series is not paid on a scheduled mandatory tender date, such Index Tender Bonds will be subject to special mandatory redemption in roughly equal installments 18, 36 and 54 months following the purchase default. Any such special mandatory redemption payment will constitute a Bond Obligation payable on a parity with the Parity Bonds and the Parity Obligations. See APPENDIX A – "METROPOLITAN EXPENDITURES – Variable Rate and Swap Obligations" and " – Other Revenue Obligations."

**Term Mode Bonds.** As of May 1, 2013, Metropolitan had outstanding \$89.5 million of Parity Bonds in three Series, the Series 2012 E-1 Bonds, the Series 2012 E-2 Bonds and the Series 2012 E-3 Bonds, currently bearing interest in a term mode (the "Term Mode Bonds"). The Term Mode Bonds initially bear interest at a fixed rate for a specified period of up to 52 months from their date of issuance, after which there shall be determined a new interest mode for each Series (which may be another term mode, a daily mode, a weekly mode, a short-term mode or an index mode) or the Term Mode Bonds may be converted to bear fixed interest rates through the maturity date thereof. The owners of the Term Mode Bonds of a Series must tender for purchase, and Metropolitan must purchase, all of the Term Mode Bonds of such Series on the specified scheduled mandatory tender date of each term period for such Series. The scheduled mandatory tender dates for the three Series of Term Mode Bonds presently outstanding are October 1, 2014, October 1, 2015 and October 1, 2016, respectively. Metropolitan will pay the principal of and interest on the Term Mode Bonds on parity with its other Parity Bonds. Metropolitan anticipates that it will pay the purchase price of tendered Term Mode Bonds from the proceeds of remarketing such Term Mode Bonds or from other available funds. Metropolitan's obligation to pay the purchase price of such Term Mode Bonds is an unsecured obligation of Metropolitan that it would pay from Net Operating Revenues only after it has made payments and deposits with respect to its Operating Revenues, the Bonds and Parity Obligations and other obligations secured by Net Operating Revenues. Metropolitan has not secured any liquidity facility or letter of credit to support the payment of the purchase price of Term Mode Bonds in connection with any scheduled mandatory tender. If the purchase price of the Term Mode Bonds of any Series is not paid on a scheduled mandatory tender date, such Term Mode Bonds will be subject to special mandatory redemption, in roughly equal installments, 18, 36 and 54 months following the purchase default. Any such special mandatory redemption payment will constitute a Bond Obligation payable on a parity with the Parity Bonds and the Parity Obligations. See APPENDIX A – "METROPOLITAN EXPENDITURES—Other Revenue Obligations."

**Revolving Credit Agreement.** On March 21, 2013, Metropolitan entered into a revolving credit agreement ("Revolving Credit Agreement") with The Bank of New York Mellon ("BNY Mellon").

Under the terms and conditions of the Revolving Credit Agreement, Metropolitan may borrow up to \$96,545,900 for purposes of paying the purchase price of any Self-Liquidity Bonds. In the Revolving Credit Agreement, a failure by Metropolitan to perform or observe certain covenants could result in a termination of BNY Mellon's commitment and entitle BNY Mellon to declare all amounts then outstanding to be immediately due and payable. Metropolitan has secured its obligation to pay principal and interest under the Revolving Credit Agreement as a Parity Obligation under the Master Resolution. The scheduled expiration date of the Revolving Credit Agreement is March 31, 2016.

When Metropolitan entered into the Revolving Credit Agreement, it designated the principal and interest payable under the Revolving Credit Agreement as Excluded Principal Payments under the Master Resolution and thus, for purposes of calculating Maximum Annual Debt Service, included the amount of principal and interest due and payable under the Revolving Credit Agreement on a schedule of Assumed Debt Service. This schedule of Assumed Debt Service assumes that Metropolitan will pay the principal under the Revolving Credit Agreement over a period of 30 years at a fixed interest rate of 3.75%. Pursuant to the terms of the Master Resolution, while the Revolving Credit Agreement is in force and effect, when Metropolitan calculates its covenant relating to the creation or incurrence of additional indebtedness, it will add an amount to its Net Operating Revenues relating to an assumed annual debt service payment that Metropolitan would receive if it were to use the proceeds of the Revolving Credit Agreement to purchase Self-Liquidity Bonds.

Metropolitan has no obligation to make borrowings under the Revolving Credit Agreement, maintain the Revolving Credit Agreement or renew the Revolving Credit Agreement.

***Interest Rate Swap Agreements.*** Metropolitan has obligations under interest rate swap agreements, which obligations (other than with respect to termination payments under some of such swap agreements) are payable on a parity with the Series 2013D Bonds, the Parity Bonds and the Parity Obligations. The payments by Metropolitan are secured as described in, and the interest rate swap agreements entail risks to Metropolitan as set forth in, APPENDIX A under the caption "METROPOLITAN EXPENDITURES – Variable Rate and Swap Obligations." Metropolitan estimated its net exposure to its counterparties for all such termination payments at March 31, 2013 to be approximately \$148 million.

***Proposed Transaction.*** Metropolitan is considering a proposed transaction whereby it would issue Water Revenue Refunding Bonds (a portion of which would be Term Mode Bonds) to refund a portion of its variable rate Water Revenue Bonds (a portion of which would be Self-Liquidity Bonds) and terminate a portion of its interest rate swap transactions. See "OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO—Anticipated Financings"

### **Additional Indebtedness**

Metropolitan covenants in the Master Resolution that no additional indebtedness evidenced by bonds, notes or any other evidences of indebtedness payable out of its Operating Revenues will be issued having any priority in payment of principal, premium, if any, or interest over the Series 2013D Bonds, Parity Bonds or Parity Obligations.

In addition, Metropolitan covenants in the Master Resolution that, except for Refunding Bonds or Parity Obligations to the extent incurred to pay or discharge Outstanding Bonds or Parity Obligations and which do not result in an increase in the average annual debt service on all Bonds or Parity Obligations to be Outstanding after the issuance of such Refunding Bonds or Parity Obligations, no additional Bonds or Parity Obligations will be created or incurred unless:

FIRST: Metropolitan is not in default under the terms of the Resolutions, including as supplemented, modified or amended by any Supplemental Resolution.

SECOND: Either (1) the Net Operating Revenues as shown by the books and records of Metropolitan for the latest Fiscal Year or for any 12 consecutive month period within the last completed 24-month period ended not more than one month before the issuance of or incurrence of such additional Bonds or Parity Obligations as set forth in a certificate of Metropolitan, or (2) the estimated Net Operating Revenues for the first complete Fiscal Year when improvements to the Water System financed with the proceeds of the additional Bonds or Parity Obligations will be in operation as estimated by and set forth in a certificate of Metropolitan plus, at the option of Metropolitan, any or all of certain other items permitted by the Resolutions, will have amounted to not less than 1.20 times the Maximum Annual Debt Service in any Fiscal Year thereafter on all Bonds and Parity Obligations to be Outstanding immediately subsequent to the incurring of such additional Bonds or Parity Obligations. In making this calculation, Metropolitan may take into consideration any increases in water rates or charges which have become effective prior to the creation of such additional Bonds or Parity Obligations, any increase in Net Operating Revenues which may arise from additions or improvements to the Water System to be made or acquired with the proceeds of such additional Bonds or Parity Obligations or using the proceeds of Bonds previously issued, or from additions recently placed in service, Additional Revenues and other funds specified in the Resolutions.

THIRD: On the date of delivery of and payment for such additional Bonds or Parity Obligations, the amount in any reserve fund or account for any Bonds or Parity Obligations previously established will not be less than an amount required to be maintained in such fund pursuant to the Supplemental Resolution or other document creating such fund.

Under the Act, the amount of outstanding Bonds and other evidences of indebtedness may not exceed 15% of the assessed value of all taxable property within Metropolitan, as shown by county assessment records. As of May 1, 2013, Metropolitan's outstanding Bonds and other indebtedness, in the aggregate amount of \$4.63 billion, constituted approximately 0.22% of the fiscal year 2012-13 taxable assessed valuation of approximately \$2,097.4 billion within the geographical boundaries of Metropolitan. The Act also specifies that no revenue bonds may be issued, except for the purpose of refunding, unless the amount of net assets of Metropolitan as shown on its balance sheet as of the end of the last fiscal year prior to the issuance of such bonds, equals at least 100% of the aggregate amount of revenue bonds outstanding following the issuance of such bonds. The latter statutory limitation does not apply to forms of financing available to Metropolitan other than revenue bonds. The net assets of Metropolitan at June 30, 2012 were \$6.44 billion. The aggregate amount of Bonds outstanding as of May 1, 2013 was \$4.45 billion.

Metropolitan previously issued and designated three series of Bonds in the aggregate principal amount of \$578,385,000 as "Build America Bonds" under the provisions of the American Recovery and Reinvestment Act of 2009 (the "Build America Bonds"). Except as they may be reduced by sequestration as described in the following paragraph, Metropolitan currently expects to receive cash subsidies from the United States Treasury equal to 35% of the interest payable on all such outstanding Build America Bonds (the "Interest Subsidy Payments"). See "OPERATING REVENUES AND DEBT SERVICE – Operating Revenues." The Interest Subsidy Payments in connection with the Build America Bonds do not constitute Operating Revenues under the Master Resolution. Such Interest Subsidy Payments will constitute Additional Revenues, which Metropolitan may take into consideration when establishing its rates and charges and will be available to Metropolitan to pay principal and interest on the Series 2013D Bonds. See APPENDIX C — "SUMMARY OF PROVISIONS OF THE RESOLUTIONS – THE MASTER RESOLUTION – *Covenants-Limits on Additional Debt.*"

The Budget Control Act of 2011 (the “Budget Control Act”) provided for increases in the federal debt limit and established procedures designed to reduce the federal budget deficit. The Budget Control Act provided that a failure to reduce the deficit would result in sequestration: automatic, generally across-the-board spending reductions. These reductions began on March 1, 2013 pursuant to an executive order that reduced budgetary authority for expenditures subject to sequestration, including subsidies for Build America Bonds. Pursuant to this executive order, the subsidy that Metropolitan expects to receive on or about July 1, 2013 in connection with its Build America Bonds will be reduced by 8.7%, which is equal to approximately \$578,000. Subsidies that Metropolitan expects to receive in connection with its Build America Bonds after July 1, 2013 may also be reduced if Congress does not repeal the provisions of the Budget Control Act requiring sequestration.

While the Series 2013D Bonds are Self-Liquidity Bonds, Metropolitan’s obligation to pay the Purchase Price of tendered Series 2013D Bonds is an unsecured obligation and is not a Parity Obligation. Since that obligation is not a Parity Obligation, Metropolitan is not required to take into consideration the amount of Purchase Price of any tendered Series 2013D Bonds when calculating Maximum Annual Debt Service. See “DESCRIPTION OF SERIES 2013D BONDS – Purchase and Remarketing of Series 2013D Bonds – Sources of Funds for Purchase of Tendered Bonds.”

### **Subordinate Obligations**

Under the Resolutions, Metropolitan may issue obligations junior and subordinate to the Bonds, including the Series 2013D Bonds, and the Parity Obligations, subject to the provisions of the Act. Metropolitan currently is authorized to issue up to \$400,000,000 of Commercial Paper Notes payable from Net Operating Revenues on a basis subordinate to the Bonds and the Parity Obligations. Although no Commercial Paper Notes are currently outstanding, the authorization remains in full force and effect and Metropolitan may issue Commercial Paper Notes from time to time.

In addition, Metropolitan obtained a \$20 million California Safe Drinking Water Revolving Fund Loan (the “California Safe Drinking Water Revolving Fund Loan”) in 2003 at an interest rate of 2.39% per annum to reimburse construction costs for oxidation retrofit facilities at the Mills Filtration Plant in Riverside County. The loan will be repaid over twenty years. Payments commenced January 1, 2005. The loan payment obligation is subordinate to the Bonds, including the Series 2013D Bonds, and the Parity Obligations. The outstanding principal balance on the California Safe Drinking Water Revolving Fund Loan as of May 1, 2013 was \$12.6 million.

Under some circumstances, some interest rate swap agreements are subject to early termination, in which event Metropolitan may be obligated to make a substantial payment to the applicable counterparty. Some of such termination payments are secured on a basis subordinate in payment priority to the Bonds, including the Series 2013D Bonds, and the Parity Obligations. See APPENDIX A – “METROPOLITAN EXPENDITURES – Variable Rate and Swap Obligations,” “– Other Revenue Obligations” and “– Subordinate Revenue Obligations.”

### **Flow of Funds**

Metropolitan will allocate all Operating Revenues to the Water Revenue Fund and will effect transfers from the Water Revenue Fund to the following funds or accounts as soon as practicable in each calendar month in the following order of priority, and such amounts will be withdrawn from said funds or accounts only for the following:

*First*, to the Operation and Maintenance Fund, an amount sufficient, together with any other revenues lawfully available therefor, to provide for the estimated Operation and

Maintenance Expenditures during the current calendar month and the next succeeding calendar month.

*Second*, to the Bond Service Fund, an amount equal to (a)(1) with respect to the Outstanding Current Interest Bonds of each Series (except for Bonds constituting Variable Rate Indebtedness or Paired Obligations), such amount as will be sufficient on a monthly pro rata basis to pay the aggregate amount of interest becoming due and payable on the next interest payment date for all such Current Interest Bonds of such Series (excluding any interest for which there are moneys deposited in the Bond Service Fund from the proceeds of such series of Bonds or other source and reserved as capitalized interest to pay such interest until the next interest payment date), until the requisite amount of interest becoming due on the next interest payment date on all such Outstanding Current Interest Bonds of such Series (except for Bonds constituting Variable Rate Indebtedness or Paired Obligations) is on deposit in such account, (2) 110% of the aggregate amount of interest, estimated by the Treasurer of Metropolitan in his or her reasonable judgment, to accrue during that month on the Outstanding Variable Rate Indebtedness (provided that such amount may be reduced and shall be increased under certain circumstances, as set forth in the Resolutions), and (3) with respect to Outstanding Paired Obligations, such amount as shall be sufficient on a monthly pro rata basis to pay the aggregate of the collective fixed interest obligation of Metropolitan for such Paired Obligations coming due and payable on the next interest payment date for such Paired Obligations, and (b)(1) one-sixth of the aggregate semi-annual amount of any Bond Obligation becoming due and payable on the Outstanding Bonds of all Series having semi-annual maturity dates or semi-annual Mandatory Sinking Account Payments due within the next six months, plus (2) one-twelfth of the aggregate yearly amount of any Bond Obligation becoming due and payable on the Outstanding Bonds of all Series having annual maturity dates or annual Mandatory Sinking Account Payments due within the next twelve months; provided that if the Board irrevocably determines by resolution that any principal payments on the Bonds of any Series will be refunded on or prior to their respective due dates or paid from amounts on deposit in a reserve account established and maintained for Bonds of that Series, no amounts need be set aside toward such principal to be so refunded or paid. Such amount is subject to adjustment as set forth in the Resolutions, in the event Term Bonds are purchased from the Bond Service Fund, redeemed by Metropolitan or deposited by Metropolitan with the Fiscal Agent. No deposit need be made into the Bond Service Fund if (i) the amount contained therein is at least equal to the interest to become due and payable on the estimated interest payment dates falling within the next six months upon all of the Bonds issued under the Master Resolution and then Outstanding but excluding any moneys on deposit in the Interest Account from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay interest on any future interest payment dates following such interest payment dates, and (ii) there shall be in such fund moneys sufficient to pay the Bond Obligations of all Bonds issued under the Master Resolution and then Outstanding and maturing by their terms or subject to mandatory redemption within the next twelve months. If Metropolitan issues or incurs any Parity Obligations, the payments required to be placed in any debt service fund or sinking fund to pay the principal or Accreted Value of, or mandatory sinking fund payments or interest with respect to, such Parity Obligations will rank and be made on a parity with the payments required to be placed in the Bond Service Fund.

*Third*, to the extent of any deficiency in any reserve fund or account for Bonds or Parity Obligations, to such reserve fund or account for such other Bonds or Parity Obligations (a) one-sixth of the aggregate amount of each unreplenished prior withdrawal from such reserve fund or account and (b) the full amount of any deficiency due to any required valuations of the investments in such reserve fund or account until the balance in such reserve fund or account is at least equal to the amount required to restore such reserve fund or account to the amount required

to be maintained therein. If there is a deficiency of Operating Revenues to make the deposits required by this Third paragraph, such Operating Revenues will be deposited into each reserve fund or account on a pro rata basis based on the amount of each such deficiency.

*Fourth*, to any such excess earnings or rebate fund or account for Bonds or Parity Obligations, the amount (if any) required in accordance with a Supplemental Resolution or Metropolitan’s tax and nonarbitrage certificate delivered in connection with the issuance of the Bonds or Parity Obligations.

*Fifth*, for any required transfer or deposit for the payment of any obligation of Metropolitan with a lien on, or payable from, Net Operating Revenues junior to the lien thereon of the Bonds and any Parity Obligations.

*Sixth*, except as otherwise provided in a Supplemental Resolution, to the Revenue Remainder Fund, any amounts remaining in the Water Revenue Fund after the above transfers. Provided Metropolitan is in compliance with all covenants contained in the Resolutions, the Revenue Remainder Fund may be used for any lawful purpose of Metropolitan.

See APPENDIX C — “SUMMARY OF PROVISIONS OF THE RESOLUTIONS AND THE PAYING AGENT AGREEMENT – THE MASTER RESOLUTION – Water Revenue Fund.”

**PLAN OF REFUNDING**

Metropolitan is issuing the Series 2013D Bonds to refund its Water Revenue Bonds, 2000 Authorization, Series B-2 (the “Refunded Bonds”), and to pay the costs of issuance of the Series 2013D Bonds. Metropolitan will redeem the Refunded Bonds at a redemption price equal to the principal amount of the Refunded Bonds plus accrued and unpaid interest to June 3, 2013 (the “Redemption Date”).

**ESTIMATED SOURCES AND USES OF FUNDS**

The estimated sources and uses of proceeds of the Series 2013D Bonds, and other available moneys, are shown below:

*Estimated Sources of Funds:*

Principal Amount of Series 2013D Bonds	_____
Release from Reserve Fund, Debt Service Fund <sup>(1)</sup>	_____
Total	=====

*Estimated Uses of Funds:*

Redemption Price of Refunded Bonds	_____
Costs of Issuance <sup>(2)</sup>	_____
Total	=====

<sup>(1)</sup> Release of moneys associated with the Refunded Bonds.

<sup>(2)</sup> Includes underwriter’s discount, rating agency fees, financial advisory fees, legal fees, printing costs and other costs.

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

Metropolitan is a metropolitan water district created in 1928 by a vote of the electorates of eleven southern California cities under authority of the Act to provide a supplemental supply of water for domestic and municipal uses at wholesale rates to its member agencies. The members of Metropolitan are not required to purchase water from Metropolitan. Metropolitan’s service area comprises

approximately 5,200 square miles and includes portions of the six counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura. For a listing of the members and information on Metropolitan's service area, see APPENDIX A — "THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA." For a discussion of selected demographic and economic information on Metropolitan's service area, see APPENDIX E — "SELECTED DEMOGRAPHIC AND ECONOMIC INFORMATION FOR METROPOLITAN'S SERVICE AREA."

For information on the finances and operation of Metropolitan, see APPENDIX A and APPENDIX B.

## **OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO**

### **Operating Revenues**

Water sales comprise Metropolitan's principal source of revenues. Water sales revenues include all revenues received by Metropolitan from charges for the sale and availability of water, including, without limitation, Metropolitan's water rates, readiness-to-serve charge, standby charge, and capacity charge. See APPENDIX A — "METROPOLITAN REVENUES – Water Sales Revenues," "– Rate Structure" and "– Additional Revenue Components."

In meeting the requirements of the Resolutions related to rates and additional obligations, Metropolitan may include in its calculations, to the extent available, revenues which include, among other things, investment income and income from the sale of energy from Metropolitan's hydroelectric power recovery plants and interest subsidy payments that may be received by Metropolitan in connection with any existing and future "Build America Bonds." No assurances are provided that Metropolitan will receive all or any portion of the interest subsidy payments, which are subject to legislative changes by the United States Congress and conditioned upon Metropolitan's compliance with certain covenants with respect to the Build America Bonds, including the use and investment of proceeds thereof and the use of property financed thereby. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS – Rate Covenant."

*Ad valorem* taxes do not constitute a part of Operating Revenues and are not available to make payments with respect to the revenue bonds issued by Metropolitan, including the Series 2013D Bonds. For a description of "Operating Revenues" and the effect of Operation and Maintenance Expenditures on the amount of revenues available for payment of the Series 2013D Bonds, see "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS." See also APPENDIX C — "SUMMARY OF PROVISIONS OF THE RESOLUTIONS AND THE PAYING AGENT AGREEMENT." For information on Metropolitan's revenues and expenses, including historical and projected revenues and expenditures, see APPENDIX A — "METROPOLITAN REVENUES," "– METROPOLITAN EXPENDITURES" and "– HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES." See also Metropolitan's financial statements contained in APPENDIX B.

### **Existing Parity Bonds and Parity Obligations Payable From Net Operating Revenues**

Metropolitan covenants in the Master Resolution that no additional bonds, notes or other evidences of indebtedness payable out of Operating Revenues will be issued having any priority in payment of principal, redemption premium, if any, or interest over the Series 2013D Bonds, Parity Bonds or Parity Obligations. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS – Additional Indebtedness."

Metropolitan has issued Parity Bonds (which include the Series 2013D Bonds) pursuant to the applicable Resolutions, which are outstanding in the amounts listed under the caption "METROPOLITAN EXPENDITURES" in APPENDIX A. All of the Series 2013D Bonds will be payable from Net Operating Revenues on a parity with the Parity Bonds and Parity Obligations.

### **Anticipated Financings**

Metropolitan anticipates that it will issue bonds, notes or other evidences of indebtedness under the Master Resolution in addition to the Series 2013D Bonds, the Parity Bonds and the Parity Obligations to finance improvements to its Water System and to refund outstanding revenue bonds or general obligation bonds from time to time depending on market conditions and other factors. Metropolitan's current budget assumptions provide for the issuance of additional Parity Bonds as follows: \$180 million in fiscal year 2012-13, \$180 million in fiscal year 2013-14, \$200 million in fiscal year 2014-15, \$180 million in fiscal year 2015-16 and \$190 million in fiscal year 2016-17. Metropolitan does not expect to issue the entire amount of \$180 million of additional Parity Bonds in fiscal year 2012-13 and has not determined how that may affect the budget assumptions concerning issuances in future fiscal years. The current Capital Investment Plan is described in APPENDIX A. See APPENDIX A — "CAPITAL INVESTMENT PLAN." The Master Resolution establishes limitations on the issuance of additional obligations payable from Net Operating Revenues on a parity with the Outstanding Bonds.

The Master Resolution permits subsequent authorizations of additional Bonds as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS – Additional Indebtedness." The Resolutions establish limitations on the issuance of additional obligations payable from Net Operating Revenues on parity with the Outstanding Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS – Additional Indebtedness." Metropolitan may also issue obligations junior and subordinate to the Series 2013D Bonds, subject to the limitations in the Act.

Metropolitan is considering a transaction whereby it would refund a portion of its Water Revenue Bonds and terminate some of its interest rate swap transactions. In this transaction, Metropolitan may issue approximately \$145.5 million aggregate principal amount of its Water Revenue Refunding Bonds, 2013 Series A, 2013 Series B (Taxable) and 2013 Series C, to refund multiple series of variable rate Water Revenue Bonds originally issued between 2004 and 2010, and to terminate all or a portion of multiple interest rate swaps that are associated with the refunded variable rate Water Revenue Bonds. Proceeds of such refunding bonds will be applied to pay related principal, redemption premium, interest and swap termination payments.

From time to time Metropolitan may enter into synthetic interest rate swaps, pursuant to which, for example, fixed rate obligations are converted to variable rate obligations or vice versa. See APPENDIX A — "METROPOLITAN EXPENDITURES – Variable Rate and Swap Obligations."

### **Debt Service Requirements**

The following table shows the estimated annual debt service requirements for Metropolitan's outstanding Parity Bonds and the Series 2013D Bonds. Such debt service is not net of the Interest Subsidy Payments Metropolitan expects to receive from the United States Treasury in connection with its outstanding Build America Bonds, subject to sequestration as described above under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS – Rate Covenant."

**The Metropolitan Water District of Southern California  
Debt Service Requirements for Water Revenue Bonds**

<b>Fiscal Year Ending June 30</b>	<b>Outstanding Bonds Debt Service <sup>(1)(2)(3)(4)</sup></b>	<b>Series 2013D Bonds Principal</b>	<b>Series 2013D Bonds Interest <sup>(5)</sup></b>	<b>Total <sup>(6)</sup></b>
2013				
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
<b>Total <sup>(5)</sup></b>				

Source: Metropolitan

- <sup>(1)</sup> For the \$807.1 million of variable rate bonds associated with particular interest rate swap agreements, interest is calculated at the assumed fixed payor rates of interest to be paid under their respective interest rate swap agreements. For the remaining \$377 million of variable rate debt, interest is calculated at an assumed interest rate of 1.80% per annum. Actual rates may differ from those set forth in this footnote.
- <sup>(2)</sup> Indicated amounts reflect the stated interest rate on Metropolitan's Water Revenue Bonds 2008 Authorization, Series C (Taxable Build America Bonds), Metropolitan's Water Revenue Bonds 2008 Authorization, Series D (Taxable Build America Bonds) and Metropolitan's Water Revenue Bonds 2010 Authorization, Series A (Taxable Build America Bonds), and have not been reduced to reflect the Interest Subsidy Payments Metropolitan expects to receive from the United States Treasury in connection with such Bonds, subject to sequestration as described above under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS – Rate Covenant."
- <sup>(3)</sup> Assumes each series of the Outstanding Term Mode Bonds are remarketed to a variable rate after the initial call protection date for such series. Interest after the initial call protection date is calculated at an assumed interest rate of 1.80% per annum.
- <sup>(4)</sup> The numbers reflected in the debt service on Metropolitan's outstanding Bonds do not include any debt service for the Revolving Credit Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS-Parity Bonds and Parity Obligations-Revolving Credit Agreement."
- <sup>(5)</sup> Interest is calculated at an assumed interest rate of 1.80%.
- <sup>(6)</sup> Totals are rounded.

## Summary of Net Operating Revenues

The following table shows a summary of actual and projected Net Operating Revenues available for debt service on the outstanding Parity Bonds and Parity Obligations of Metropolitan, including the Series 2013D Bonds and additional Bonds that Metropolitan projects it will issue.

In establishing water rates and charges, Metropolitan makes estimates relating to water supply and demand that assume no mandatory retail water use restrictions or allocations, normalized conditions for the regional economy and a range of weather conditions. Metropolitan's reserve policy currently provides for a minimum unrestricted reserve balance at June 30 of each year that is based on probability studies of the wet periods that affect Metropolitan's water sales. During fiscal year 2011-12, unrestricted reserves increased by \$84 million with the balances in the Water Rate Stabilization Fund, Revenue Remainder Fund and Water Stewardship Fund at \$332 million on June 30, 2012. This included \$50 million held in financial reserves pursuant to the exchange contract between Metropolitan and San Diego County Water Authority due to the litigation challenging Metropolitan's rate structure (see APPENDIX A — "METROPOLITAN REVENUES – Litigation Challenging Rate Structure"). During fiscal year 2010-11, Metropolitan drew down \$61 million from the Water Rate Stabilization Fund and the Revenue Remainder Fund, due to water sales that were below the level projected for normal conditions at the time rates and charges were established for fiscal year 2010-11. The lower water sales resulted from unusually cool and wet weather conditions in Metropolitan's service area from summer 2010 through summer 2011, combined with mandatory water use restrictions and recessionary economic impacts. See APPENDIX A — "METROPOLITAN REVENUES – Financial Reserve Policy." Metropolitan's unrestricted reserve balances include amounts held as collateral, from time to time, by Metropolitan's swap counterparties. See APPENDIX A — "METROPOLITAN EXPENDITURES – Variable Rate and Swap Obligations."

Metropolitan is projecting that it will meet its cost of service during fiscal year 2012-13, and currently expects to increase its unrestricted reserves during fiscal year 2012-13. Such projections reflect Board adopted rate and charge increases of 5.0%, which became effective on January 1, 2013 and 5.0%, which will become effective on January 1, 2014. Rates and charges are projected to increase 3.0% per fiscal year thereafter, subject to adoption by the Board. The level of water sales estimated in Metropolitan's adopted biennial budget and revenue requirements for fiscal years 2012-13 and 2013-14 reflect higher than normal levels of local supplies from the Los Angeles Aqueduct system and other systems based on hydrologic conditions that occurred in 2010 and early 2011.

As shown in the tables below, the summary of projected financial operations for fiscal years 2012-13 through 2016-17 are based on the assumptions and estimates used in developing the adopted biennial budget for fiscal years 2012-13 and 2013-14. Fiscal year 2012-13 projections are based on actual operations from July 1, 2012 through December 31, 2012 and a revised projection for the balance of the fiscal year. See APPENDIX A — "MANAGEMENT'S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES – Water Sales Receipts." The summary of historical and projected financial operations set forth below is prepared on a cash basis for fiscal year ended June 30, 2009 through fiscal year ending June 30, 2012, and projected on a modified accrual basis for fiscal years ending June 30, 2013 through June 30, 2017. For a description of the modified accrual basis of accounting, see "ACCOUNTING AND BUDGET MATTERS – Change in Budgetary Accounting Method." By using the modified accrual basis of accounting rather than cash basis, projected revenues are \$4 million greater in fiscal year 2012-13 and \$17 million greater in fiscal year 2013-14 than under the cash basis of accounting previously used. The primary reason for these greater amounts is that, under the modified accrual basis, the projections recognize two additional months of increased revenues during those fiscal years arising from adopted rate increases effective on January 1, 2013 and rate increases to be effective on January 1, 2014. Under the cash basis of accounting, these additional two months of increased revenues would have been recognized in the fiscal year following the rate increase reflecting

receipt of payments. Invoices for water sold are payable at the end of the second month after the month in which water is delivered.

For more detailed information, including information pertaining to Net Operating Revenues, see the table included under the caption “HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES” in APPENDIX A. For a table summarizing actual and projected debt service coverage, see the information under caption “Debt Service Coverage” below. Actual results during the projection period may vary from those set forth in the following table. Under certain circumstances, such variances may be material.

The projected financial information relating to fiscal year 2012-13 in the following table is based on a financial projection as of December 31, 2012 which takes into consideration actual results of operations through December 31, 2012, projections for the period of January through June 2013 and assumes sales of 1.74 million acre-feet. Based on actual results of operations through March 31, 2013 and projections for the period of April through June 2013, Metropolitan now projects for fiscal year 2012-13 that water sales will increase to 1.81 million acre-feet, Parity Bonds Debt Service Coverage will be 2.24, Debt Service Coverage on all Obligations will be 2.23, and Fixed Charge Coverage will be 1.70.

	Actual				Projected				
	Years Ending June 30 <sup>(1)</sup>								
	(Dollars in Millions)								
	2009	2010	2011	2012	2013	2014	2015	2016	2017
Net Operating Revenues <sup>(2)</sup>	\$326	\$321	\$296	\$438	\$528	\$520	\$557	\$588	\$612
Other Revenues <sup>(3)</sup>	75	71	113	98	60	53	55	60	61
Adjusted Net Operating Revenues <sup>(4)</sup>	401	392	409	536	588	573	612	648	673
Parity Obligations and Revenue Bonds Debt Service <sup>(5)</sup>	(223)	(244)	(277)	(297)	(299)	(308)	(316)	(325)	(336)
Subordinate Revenue Obligations <sup>(6)</sup>	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Funds Available From Operations	\$177	\$147	\$131	\$238	\$288	\$264	\$295	\$322	\$336

Source: Metropolitan.

(1) Unaudited. Prepared on a cash basis for fiscal year ended June 30, 2009 through fiscal year ended June 30, 2012, and projected on a modified accrual basis for fiscal years ending June 30, 2013 through June 30, 2017. Fiscal year 2012-13 projections are based on actual operations from July 1, 2012 through December 31, 2012 and a revised projection for the balance of the fiscal year. See “ACCOUNTING AND BUDGET MATTERS – Change in Budgetary Accounting Method.”

(2) During the four fiscal years ended June 30, 2009 through June 30, 2012, annual water sales (in acre-feet) were 2.17 million, 1.86 million, 1.63 million and 1.68 million, respectively. See table titled “SUMMARY OF WATER SOLD AND WATER SALES RECEIPTS” under the caption “METROPOLITAN REVENUES – Water Sales Revenues” in APPENDIX A. The water receipts projections are based upon estimated annual water sales (in acre-feet): 1.74 million in fiscal year 2012-13, 1.7 million in fiscal year 2013-14, 1.75 million in fiscal year 2014-15, 1.75 million in fiscal year 2015-16 and 1.75 million in fiscal year 2016-17. Projections reflect Board adopted rate and charge increases of 5.0 percent, which became effective on January 1, 2013, and 5.0 percent, which will become effective on January 1, 2014. Rates and charges are projected to increase 3.0 percent per fiscal year thereafter, subject to adoption by the Board. See APPENDIX A — “MANAGEMENT’S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES.”

(3) “Other Revenues” include sales of hydroelectric power, interest on investments (not including interest applicable to bond construction funds) and the Interest Subsidy Payments that may be received in connection with Metropolitan’s Build America Bonds. See “OPERATING REVENUES AND DEBT SERVICE – Operating Revenues.”

(4) “Adjusted Net Operating Revenues” includes additional available revenues, which the Master Resolution specifies may be considered by Metropolitan in setting rates and issuing additional Bonds and Parity Obligations. Additional items may be taken into account in satisfying the provisions with respect to the issuance of additional Bonds and Parity Obligations. See “OPERATING REVENUES AND DEBT SERVICE – Anticipated Financings” and “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS – Additional Indebtedness.”

(5) Net of investment income with respect to any reserve funds. Includes debt service on the sum of outstanding Bonds, the parity lien State Revolving Fund Loan (which was repaid on July 1, 2011) and additional Bonds (projected). Incorporates Metropolitan’s current budget assumptions that it will issue additional Parity Bonds as follows: \$180 million in fiscal year 2013-14, \$200 million in fiscal year 2014-15, \$180 million in fiscal year 2015-16 and \$190 million in fiscal year 2016-17. See “OPERATING REVENUES AND DEBT SERVICE – Anticipated Financings.”

(6) Represents subordinate lien California Safe Drinking Water Revolving Fund Loan debt service.

## Debt Service Coverage

The following table shows a summary of actual and projected debt service coverage on the outstanding Bonds and Parity Obligations, as projected by Metropolitan based on assumptions and estimates used in developing the adopted biennial budget for fiscal years 2012-13 and 2013-14. Fiscal year 2012-13 projections are based on actual operations from July 1, 2012 through December 31, 2012 and a revised projection for the balance of the fiscal year. For more detailed information, including information pertaining to Net Operating Revenues, see the table included under the caption "HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES" in APPENDIX A. Actual results during the projection period may vary from those set forth in the following table. Under certain circumstances, such variances may be material.

The projected financial information relating to fiscal year 2012-13 in the following table is based on a financial projection as of December 31, 2012 which takes into consideration actual results of operations through December 31, 2012, projections for the period of January through June 2013 and assumes sales of 1.74 million acre-feet. Based on actual results of operations through March 31, 2013 and projections for the period of April through June 2013, Metropolitan now projects for fiscal year 2012-13 that water sales will increase to 1.81 million acre-feet, Parity Bonds Debt Service Coverage will be 2.24, Debt Service Coverage on all Obligations will be 2.23, and Fixed Charge Coverage will be 1.70.

	Actual				Projected <sup>(2)</sup>				
	Years Ending June 30 <sup>(1)</sup>								
	2009	2010	2011	2012	2013	2014	2015	2016	2017
Parity Bonds Debt Service Coverage <sup>(3)</sup>	1.80	1.61	1.48	1.81	1.97	1.86	1.94	1.99	2.00
Debt Service Coverage on All Obligations <sup>(4)</sup>	1.79	1.60	1.47	1.80	1.96	1.85	1.93	1.99	2.00
Fixed Charge Coverage <sup>(5)</sup>	1.30	1.09	1.03	1.31	1.53	1.33	1.33	1.34	1.33

Source: Metropolitan.

<sup>(1)</sup> Unaudited. Prepared on a cash basis method for fiscal year ended June 30, 2009 through fiscal year ended June 30, 2012, and projected on a modified accrual basis for fiscal years ending June 30, 2013 through June 30, 2017. Fiscal year 2012-13 projections are based on actual operations from July 1, 2012 through December 31, 2012 and a revised projection for the balance of the fiscal year. See "ACCOUNTING AND BUDGET MATTERS – Change in Budgetary Accounting Method."

<sup>(2)</sup> Projections for fiscal years ending June 30, 2013 through 2017 reflect Board adopted water rate and charge increases of 5.0 percent, which became effective on January 1, 2013, and 5.0 percent, which will become effective on January 1, 2014. Rates and charges are projected to increase 3.0 percent for each fiscal year thereafter, subject to adoption by the Board. See APPENDIX A — "MANAGEMENT'S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES."

<sup>(3)</sup> Adjusted Net Operating Revenues divided by the sum of debt service on Outstanding Bonds, the parity lien State Revolving Fund Loan (which was repaid on July 1, 2011) and additional Bonds (projected). Incorporates Metropolitan's current budget assumptions that it will issue additional Parity Bonds as follows: \$180 million in fiscal year 2013-14, \$200 million in fiscal year 2014-15, \$180 million in fiscal year 2015-16 and \$190 million in fiscal year 2016-17. See "OPERATING REVENUES AND DEBT SERVICE – Anticipated Financings."

<sup>(4)</sup> Adjusted Net Operating Revenues divided by the sum of debt service on outstanding Bonds, the parity lien State Revolving Fund Loan (which was repaid on July 1, 2011), the subordinate lien California Safe Drinking Water Revolving Fund Loan, and additional Bonds (projected).

<sup>(5)</sup> Adjusted Net Operating Revenues divided by the sum of State Water Contract capital costs paid from current year operations and debt service on Outstanding Bonds, the parity lien State Revolving Fund Loan (which was repaid on July 1, 2011), the subordinate lien California Safe Drinking Water Revolving Fund Loan, and additional Bonds (projected). See APPENDIX A — "METROPOLITAN EXPENDITURES – State Water Contract Obligations."

## Metropolitan's Investment Portfolio

Metropolitan's investment portfolio consists of the total cash and investments from all of its funds, which are derived from various sources, including Net Operating Revenues, property tax collections, hydroelectric power sales, investment earnings and invested construction funds. See APPENDIX A – "METROPOLITAN REVENUES – Summary of Receipts by Source." Metropolitan's investment portfolio also includes amounts held as collateral, from time to time, by Metropolitan's swap

counterparties. See APPENDIX A – “METROPOLITAN EXPENDITURES – Variable Rate and Swap Obligations.”

As of March 31, 2013, Metropolitan’s investment portfolio had a market value of approximately \$1.15 billion, including bond reserves of \$129.82 million and securities posted as collateral. The market value of Metropolitan’s investment portfolio is subject to market fluctuation and volatility and general economic conditions. Over the three years ended March 31, 2013, the market value of the month-end balance of Metropolitan’s investment portfolio (excluding bond reserve funds) has averaged approximately \$917.2 million. The minimum month-end balance of Metropolitan’s investment portfolio (excluding bond reserve funds) during such period was approximately \$737.7 million on October 31, 2010. As of March 31, 2013, approximately 80% of Metropolitan’s investment portfolio may be liquidated in seven days or less. See APPENDIX A under the subcaptions “METROPOLITAN REVENUES –Investment of Moneys in Funds and Accounts” and “– Financial Reserve Policy” and APPENDIX B.

## **ACCOUNTING AND BUDGET MATTERS**

### **Accounting Policies**

Metropolitan operates as a utility enterprise. A summary of Metropolitan’s significant accounting policies is contained in Note 1 to Metropolitan’s accrual basis financial statements for the fiscal years ended June 30, 2012 and June 30, 2011. See APPENDIX B—“THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR’S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER 31, 2012 AND 2011 (UNAUDITED).”

### **Change in Budgetary Accounting Method**

Metropolitan’s budgeting and financial reporting changed from a cash basis to a modified accrual basis beginning with fiscal year 2012-13, to provide a better match of revenues and expenses. The change to modified accrual accounting for budgeting and reporting purposes did not affect Metropolitan’s audited financial statements or continuing compliance with its rate covenant, limitations on additional bonds and other financial covenants with bondholders, which continue to be calculated in accordance with their terms. See “OPERATING REVENUES AND DEBT SERVICE – Summary of Net Operating Revenues” and APPENDIX A — “HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES.”

The modified accrual basis of accounting that Metropolitan uses varies from the accrual basis of accounting in the following respects: depreciation and amortization are not recorded and payments of debt service are recorded when due and payable. Under this modified accrual basis of accounting, revenues are recognized in the fiscal year in which they are earned and expenses are recognized when incurred. Thus, water sales revenues are recognized in the month the water is sold and expenses are recognized when goods have been received and services have been rendered. Under the cash basis of accounting, water sales revenues are recorded when received (two months later) and expenses when paid (approximately one month later). See “OPERATING REVENUES AND DEBT SERVICE – Summary of Net Operating Revenues” and APPENDIX A — “HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES.”

## **Financial Statements**

Metropolitan's financial statements for the fiscal years ended June 30, 2012 and June 30, 2011, included in APPENDIX B hereto, have been audited by KPMG LLP, independent auditors (the "Independent Auditor"). The Independent Auditor was not requested to consent to the inclusion of its report in APPENDIX B and it has not undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Independent Auditor with respect to any event subsequent to the date of its report.

Metropolitan's Balance Sheets and Statements of Revenues, Expenses and Changes in Net Assets for six months ended December 31, 2012 and 2011 (unaudited) are included in APPENDIX B — "THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER 31, 2012 AND 2011 (UNAUDITED)."

The financial and statistical information contained in this Official Statement is included herein for informational purposes only and a complete review of the financial statements and the footnotes thereto set forth in APPENDIX B is integral to an understanding of such information. No independent auditor has audited the financial tables or other data included in this Official Statement, other than the audited financial statements for the fiscal years ended June 30, 2012 and June 30, 2011 included in APPENDIX B.

## **Budget System**

Metropolitan's budget system incorporates features of program budgeting, management by objectives, and performance reporting which provides for funding, analysis, review, and control. Operating budgets are prepared by each department and division annually. Each program and its required resources are reviewed by management and, upon acceptance, are incorporated into the overall budget for approval by the Board. Costs are maintained by project and activity, and expenditures are controlled by Board-approved appropriations. Each month, variances between budget estimates and actual receipts and expenditures are identified and evaluated. This review is performed as one of several control measures to assure progress in meeting Metropolitan's goals and program objectives.

## **RISK FACTORS**

*The ability of Metropolitan to pay principal of and interest on the Series 2013D Bonds depends primarily upon Metropolitan's receipt of Net Operating Revenues. Some of the events which could prevent Metropolitan from receiving a sufficient amount of Net Operating Revenues to enable it to pay the principal of and interest on the Series 2013D Bonds are summarized below. The following description of risks is not an exhaustive list of the risks associated with the purchase of the Series 2013D Bonds and the order of the risks does not necessarily reflect the relative importance of the various risks. Investors must read the entire Official Statement, including the appendices, to obtain information essential to making an informed investment decision.*

### **Risks Related to Self-Liquidity Bonds**

While the Series 2013D Bonds are Self-Liquidity Bonds, Metropolitan is irrevocably committed and obligated to pay the Purchase Price of any tendered Series 2013D Bonds to the extent that

remarketing proceeds are insufficient therefor. Metropolitan's ability to pay the Purchase Price of any tendered Series 2013D Bonds depends on the sufficiency of its liquidity resources. Metropolitan's liquidity resources include its cash and investments and its borrowing capacity. Metropolitan's cash and investments are subject to market fluctuation and volatility and general economic conditions. For a description of Metropolitan's investment portfolio, see "OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO – Metropolitan's Investment Portfolio" in this Official Statement.

In addition, investors in Metropolitan's Self-Liquidity Bonds may be affected if Metropolitan's ability to issue or remarket its Water Revenue Bonds, especially other Self-Liquidity Bonds or Metropolitan's Index Tender Bonds, is adversely impacted. If investors in Metropolitan's Self-Liquidity Bonds perceive that Metropolitan's ability to access (particularly with respect to short-term variable rate products that depend on its liquidity) the municipal markets has deteriorated, investors may tender their Self-Liquidity Bonds which may make remarketing the Self-Liquidity Bonds to new investors more difficult and may result in Metropolitan being required to use its liquidity to purchase the Self-Liquidity Bonds.

Metropolitan has entered into the Revolving Credit Agreement with BNY Mellon for the purposes of providing an alternative source of liquidity to pay the purchase price of any tendered Self-Liquidity Bonds but BNY Mellon may terminate its commitment under the Revolving Credit Agreement upon the occurrence of a default by Metropolitan. Further, Metropolitan has no obligation under the Paying Agent Agreement or otherwise to enter into or to maintain, or to draw upon, any Revolving Credit Agreement.

If for any reason Metropolitan does not purchase all Series 2013D Bonds tendered or deemed tendered and required to be purchased on any Tender Date (such an event being referred to herein as a "Failed Tender"), then the Paying Agent will return all tendered Series 2013D Bonds to their respective Owners and the Series 2013D Bonds will bear interest at the Maximum Interest Rate from the date of the Failed Tender until all Series 2013D Bonds tendered on the date of such Failed Tender are purchased. From and after a Failed Tender, the Paying Agent will continue to take all such action available to it to obtain remarketing proceeds from the Remarketing Agent and sufficient other funds from Metropolitan to purchase all Series 2013D Bonds tendered on the Tender Date on which such Failed Tender occurs. Notwithstanding the foregoing, no Failed Tender will constitute an Event of Default.

For a more detailed description of the optional tender and mandatory tender provisions of the Paying Agent Agreement, see "DESCRIPTION OF THE SERIES 2013D BONDS – Tender and Purchase of the Series 2013D Bonds" and "– Purchase and Remarketing of Series 2013D Bonds" in this Official Statement.

### **Limited Obligations**

The Series 2013D Bonds are special limited obligations of Metropolitan payable as to principal and interest solely from and secured solely by a pledge of and a lien and charge upon the Net Operating Revenues. The Series 2013D Bonds do not constitute general obligation indebtedness of Metropolitan. Neither the general credit nor taxing power of Metropolitan is pledged for the payment of the Series 2013D Bonds, the interest thereon or the Purchase Price thereof. The obligation to pay the principal of, redemption premium, if any, interest on, and the Purchase Price upon a tender for purchase of, the Series 2013D Bonds does not constitute a pledge, charge, lien or encumbrance upon any of Metropolitan's property or its income, receipts or revenues except Net Operating Revenues.

Metropolitan may not receive a sufficient amount of Net Operating Revenues to pay principal of and interest on the Series 2013D Bonds and all other Outstanding Bonds. Among other matters, water

supply and demand, general and southern California economic conditions and changes in law and government regulations could adversely affect the amount of Net Operating Revenues that Metropolitan receives. See APPENDIX E – “SELECTED DEMOGRAPHIC AND ECONOMIC INFORMATION FOR METROPOLITAN’S SERVICE AREA.” Further, the amount of future Net Operating Revenues that Metropolitan receives is subject to, among other things, its ability to provide water to its member agencies and establish, maintain and collect rates and charges sufficient to pay for Operation and Maintenance Expenditures and debt service.

### **Risks Relating to the Water Supply**

Metropolitan’s primary purpose is to provide a supplemental supply of imported water to its member public agencies. Metropolitan describes its water supply in more detail in APPENDIX A under the caption “METROPOLITAN’S WATER SUPPLY.” The demand for supplemental supplies is dependent on water use at the retail consumer level and the amount of locally supplied water. Consumer demand and locally supplied water vary from year to year, resulting in variability in water sales. In recent years supplies and demands have been affected by drought, water use restrictions, economic conditions, weather conditions and environmental laws, regulations and judicial decisions, as described below. Future water sales will be subject to variability due to these and other factors.

***Water Supply Shortages.*** Metropolitan’s principal sources of water are the State Water Project and the Colorado River, both of which are subject to drought conditions that in recent years have contributed to lower overall water deliveries to Metropolitan. While Metropolitan plans and manages its supplies to account for normal occurrences of drought conditions, the recent drought conditions and court-ordered restrictions in connection with the State Water Project, including but not limited to restrictions under the Federal and California Endangered Species Acts (the “ESAs”), have placed additional limitations on Metropolitan’s ability to obtain and deliver water supplies to its member agencies. See APPENDIX A — “METROPOLITAN’S WATER SUPPLY – State Water Project – *Endangered Species Act Considerations.*” Metropolitan may address water supply shortages by, among other things, drawing on its stored water supplies and pursuing additional water transfers.

***Economic Conditions.*** Retail level water use is affected by economic conditions. Economic recession and its associated impacts such as job losses, income losses, and housing foreclosures or vacancies affect aggregate levels of water use and Metropolitan’s water sales. If economic conditions return to pre-recession levels, Metropolitan anticipates that demands for water will increase accordingly. See APPENDIX E — “SELECTED DEMOGRAPHIC AND ECONOMIC INFORMATION FOR METROPOLITAN’S SERVICE AREA.”

***Weather Conditions.*** Metropolitan provides a supplemental supply of water to its member agencies, most of whom have other sources of water. Regional water supplies are described in APPENDIX A under the caption “REGIONAL WATER RESOURCES.” Climatic conditions in Metropolitan’s service area and availability of local supplies affect demands for imported water purchased from Metropolitan. Metropolitan uses its financial reserves and budgetary tools to manage reductions in revenues due to reduced sales. Metropolitan’s reserve policy currently provides for a minimum unrestricted reserve balance at June 30 of each year that is based on probability studies of the wet periods that affect Metropolitan’s water sales. See APPENDIX A — “METROPOLITAN REVENUES – Financial Reserve Policy.”

***Environmental Considerations.*** Current and proposed environmental laws, regulations and judicial decisions, including court-ordered restrictions and Federal and State administrative determinations relating to species on the “endangered” or “threatened” lists under the Federal or California ESAs, have materially affected the operations of the State Water Project and the water

deliveries therefrom. Metropolitan cannot predict when and how additional laws, regulations, judicial decisions and other determinations (including listings of additional species under the Federal or California ESAs) will affect State Water Project and Colorado River operations, the water deliveries therefrom and Metropolitan's operations in the future by requiring, among other things, additional export reductions, releases of additional water from storage or other operational changes impacting water supply operations. Any of these laws, regulations and judicial decisions and other official determinations relating to Metropolitan's water supply could have a materially adverse impact on the operation of the State Water Project and Colorado River operations and Metropolitan's water reserves. See APPENDIX A — "METROPOLITAN'S WATER SUPPLY – State Water Project" and "– Colorado River Aqueduct."

***Actions to Manage Risks Relating to Water Sales.*** Drought, weather conditions, regional economy and environmental considerations referred to above in recent years have contributed to lower water deliveries at a higher cost to Metropolitan. A reduction in water deliveries to Metropolitan's member agencies might adversely affect its Net Operating Revenues and Metropolitan may be required to further increase its rates and charges. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS – Rate Covenant." To address supply shortages due to prolonged drought conditions and environmental restrictions, Metropolitan may pursue additional water transfers and investments in capital projects. However, these actions and expenditures may not result in reliable alternate supplies of water at costs that, together with other available supplies and storage, will generate sufficient Net Operating Revenues and may require Metropolitan to increase its rates and charges. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013D BONDS – Rate Covenant." See also APPENDIX A — "METROPOLITAN'S WATER SUPPLY" and "– CAPITAL INVESTMENT PLAN."

### **Earthquakes, Wildfires and Other Natural Disasters**

Southern California is characterized by geotechnical and extreme weather conditions which represent potential safety hazards, including expansive soils, wildfires and areas of potential liquefaction and landslide. Earthquakes, wildfires or other natural disasters could interrupt operation of the Water System and thereby interrupt the ability of Metropolitan to generate sufficient Net Operating Revenues and may require Metropolitan to increase its rates and charges. See APPENDIX A — "METROPOLITAN'S WATER DELIVERY SYSTEM – Seismic Considerations."

### **Limitations on Remedies**

Upon the occurrence and continuance of an Event of Default under the Resolutions, the Owners of the Series 2013D Bonds have limited remedies and, except for limited circumstances, the Owners of the Series 2013D Bonds do not have the right to accelerate the payment of principal of or interest on the Series 2013D Bonds. See APPENDIX C — "SUMMARY OF PROVISIONS OF THE RESOLUTIONS AND THE PAYING AGENT AGREEMENT – THE MASTER RESOLUTION – Defaults and Remedies under the Master Resolution."

In addition, the rights of the Owners of the Series 2013D Bonds are subject to the limitations on legal remedies against public entities in the State, including a limitation on enforcement obligations against funds needed to serve the public welfare and interest.

### **Tax Law Proposals**

See Tax Matters for additional tax-related risks.

## LITIGATION

No litigation is pending, or, to the best knowledge of Metropolitan, threatened, questioning (a) the existence of Metropolitan, or the title of the officers of Metropolitan to their respective offices, (b) the validity of the Series 2013D Bonds or the power and authority of Metropolitan to issue the Series 2013D Bonds, or (c) the authority of Metropolitan to fix, charge and collect rates for the sale of water by Metropolitan as provided in the Resolutions.

For a discussion of litigation challenging the allocation of costs to certain rates adopted on April 13, 2010 and April 10, 2012, which could require changes in such rates, see APPENDIX A, including information under the caption "METROPOLITAN REVENUES – Litigation Challenging Rate Structure." The San Diego County Water Authority, one of Metropolitan's member agencies and currently Metropolitan's largest customer, is the plaintiff in such litigation. For a discussion of litigation affecting the water supply of Metropolitan that could adversely affect Operating Revenues, see APPENDIX A, including information under the captions "METROPOLITAN EXPENDITURES – State Water Contract Obligations," "METROPOLITAN'S WATER SUPPLY – State Water Project – *Endangered Species Act Considerations*" and "– Colorado River Aqueduct – *QSA Related Litigation*."

Metropolitan is a party to various other legal proceedings affecting the Water System and is regularly involved in litigation regarding the condemnation of property in accordance with its authorization under the Act to exercise the powers of eminent domain. Metropolitan does not believe that an adverse ruling in any of these other proceedings could have a material adverse effect upon Operating Revenues of Metropolitan.

## TAX MATTERS

### Federal Income Taxes

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2013D Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2013D Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2013D Bonds. Pursuant to the Resolutions and the Tax Certificate, Metropolitan has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2013D Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, Metropolitan has made certain representations and certifications in the Resolutions and the Tax Certificate. Co-Bond Counsel will not independently verify the accuracy of those representations and certifications.

In the opinion of Nixon Peabody LLP and Curlls Bartling P.C., Co- Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by Metropolitan described above, interest on the Series 2013D Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Co-Bond Counsel are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Interest on the Series 2013D Bonds is, however, included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on such corporations.

## **State Taxes**

Co-Bond Counsel are also of the opinion that interest on the Series 2013D Bonds is exempt from California personal income taxation under present state law. Co-Bond Counsel express no opinion as to other state or local tax consequences arising with respect to the Series 2013D Bonds nor as to the taxability of the Series 2013D Bonds or the income therefrom under the laws of any state other than the State of California.

## **Ancillary Tax Matters**

Ownership of the Series 2013D Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, and individuals seeking to claim the earned income credit. Ownership of the Series 2013D Bonds may also result in other federal tax consequences to taxpayers who may be deemed to have incurred or continued indebtedness to purchase or to carry the Series 2013D Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Series 2013D Bonds is subject to information reporting to the Internal Revenue Service (the "IRS") in a manner similar to interest paid on taxable obligations. In addition, interest on the Series 2013D Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner's taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Co-Bond Counsel are not rendering any opinion as to any federal tax matters other than those described in the opinions attached as APPENDIX F. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2013D Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

## **Changes in Law and Post Issuance Events**

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2013D Bonds for federal or state income tax purposes, and thus on the value or marketability of the Series 2013D Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Series 2013D Bonds from gross income for federal or state income tax purposes, or otherwise. We note that in 2011, and again in 2012 and in 2013, President Obama released legislative proposals that would limit the extent of the exclusion from gross income of interest on obligations of states and political subdivisions under Section 103 of the Code (including the Series 2013D Bonds) for taxpayers whose income exceeds certain thresholds. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Series 2013D Bonds may occur. Prospective purchasers of the Series 2013D Bonds should consult their own tax advisors regarding the impact of any change in law on the Series 2013D Bonds. Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Series 2013D Bonds may affect the tax status of interest on the Series 2013D Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Series 2013D Bonds, or the interest thereon, if any action is taken with respect to the Series 2013D Bonds or the proceeds thereof upon the advice or approval of other counsel.

## UNDERWRITING

E.J. De La Rosa & Co. Inc. will purchase the Series 2013D Bonds through negotiation pursuant to and subject to the conditions to be set forth in the Purchase Contract for the Series 2013D Bonds. De La Rosa & Co. will purchase the Series 2013D Bonds at an aggregate purchase price of \$\_\_\_\_\_, which represents the principal amount of the Series 2013D Bonds of \$\_\_\_\_\_, less an underwriter's discount of \$\_\_\_\_\_. De La Rosa & Co. is obligated to purchase all the Series 2013D Bonds if it purchases any Series 2013D Bonds.

## FINANCIAL ADVISOR

Metropolitan has retained Public Resources Advisory Group as financial advisor (the "Financial Advisor") in connection with the issuance of the Series 2013D Bonds. The Financial Advisor has not been engaged, nor have they undertaken, to audit, authenticate or otherwise verify the information set forth in the Official Statement, or any other related information available to Metropolitan, with respect to accuracy and completeness of disclosure of such information. The Financial Advisor has reviewed the Official Statement but makes no guaranty, warranty or other representation respecting accuracy and completeness of the information contained in the Official Statement.

## LEGAL MATTERS

Nixon Peabody LLP, Los Angeles, California, and Curls Bartling P.C., Oakland, California, Co-Bond Counsel to Metropolitan, will render their respective opinions with respect to the Series 2013D Bonds, each substantially in the form set forth in APPENDIX F — "FORM OF CO-BOND COUNSEL OPINION." Copies of such opinions will be furnished to the Underwriter at the time of delivery of the Series 2013D Bonds. Metropolitan's General Counsel will pass on selected legal matters for Metropolitan, and Stradling Yocca Carlson & Rauth, Newport Beach, California, as counsel to the Underwriter, will pass on selected legal matters for the Underwriter.

## RATINGS

Metropolitan expects that Moody's Investors Service ("Moody's"), Standard & Poor's Financial Services LLC ("S&P"), and Fitch Ratings ("Fitch") will assign the Series 2013D Bonds long-term credit ratings of [\_\_\_], [\_\_\_] and [\_\_\_], respectively, and the short-term ratings of [\_\_\_], [\_\_\_] and [\_\_\_], respectively. These credit ratings reflect only the views of such organizations and any desired explanation of the significance of such credit ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody's Investors Service, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007; Standard & Poor's, 55 Water Street, New York, New York 10041; Fitch Ratings, One State Street Plaza, New York, New York 10004. Generally, a rating agency bases its credit rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that such credit ratings will continue for any given period or that such credit ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of these credit ratings may have an adverse effect on the market price of the Series 2013D Bonds.

## CONTINUING DISCLOSURE

Metropolitan has agreed to execute a continuing disclosure undertaking (the "Continuing Disclosure Undertaking"), which provides for disclosure obligations on the part of Metropolitan for so long as the Series 2013D Bonds remain Outstanding. Under the Continuing Disclosure Undertaking, Metropolitan will covenant for the benefit of Owners and Beneficial Owners of the Series 2013D Bonds

to provide certain financial information and operating data relating to Metropolitan by not later than 180 days after the end of the prior fiscal year (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events (the “Notice Events”) in a timely manner not in excess of ten (10) business days after the occurrence of such Notice Event. The Annual Reports and the notices of Notice Events will be filed with the EMMA System. These covenants will be made to assist the Underwriter of the Series 2013D Bonds in complying with the Rule. See APPENDIX G — “FORM OF CONTINUING DISCLOSURE UNDERTAKING.”

Metropolitan has not failed in the previous five years to comply in any material respect with any previous undertaking to provide annual reports or notices of certain events in accordance with the Rule except perhaps insofar as Metropolitan supplemented its annual report for 2008 on February 4, 2009 with respect to its Water Revenue Bonds to provide additional information not included in its annual report timely filed on December 12, 2008 and supplemented its annual reports for 2008 and 2011 with respect to its General Obligation Bonds to provide additional regional assessed valuation information omitted from those timely filed annual reports. As of the date hereof, Metropolitan is in compliance in all material respects with its undertakings with regard to the provision of annual reports and notices of certain events as required by the Rule. Metropolitan has implemented additional procedures to file complete annual reports in the future.

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**MISCELLANEOUS**

The terms of the Series 2013D Bonds are set forth in the Resolutions and the Paying Agent Agreement. Prospective investors may obtain copies of these documents from the office of the Chief Financial Officer of Metropolitan, 700 North Alameda Street, Los Angeles, California 90012; telephone (213) 217-7121. Metropolitan reserves the right to charge the requesting party for the cost of copying such documents. Questions pertaining to this Official Statement may be directed to the Assistant General Manager/Chief Financial Officer. Metropolitan reserves the right to charge the requesting party for the cost of copying such documents. Questions pertaining to this Official Statement may be directed to the Chief Financial Officer.

The attached appendices are integral parts of this Official Statement and should be read in their entirety. Potential purchasers must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Board of Directors of Metropolitan has duly authorized the delivery of this Official Statement.

THE METROPOLITAN WATER DISTRICT OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
General Manager

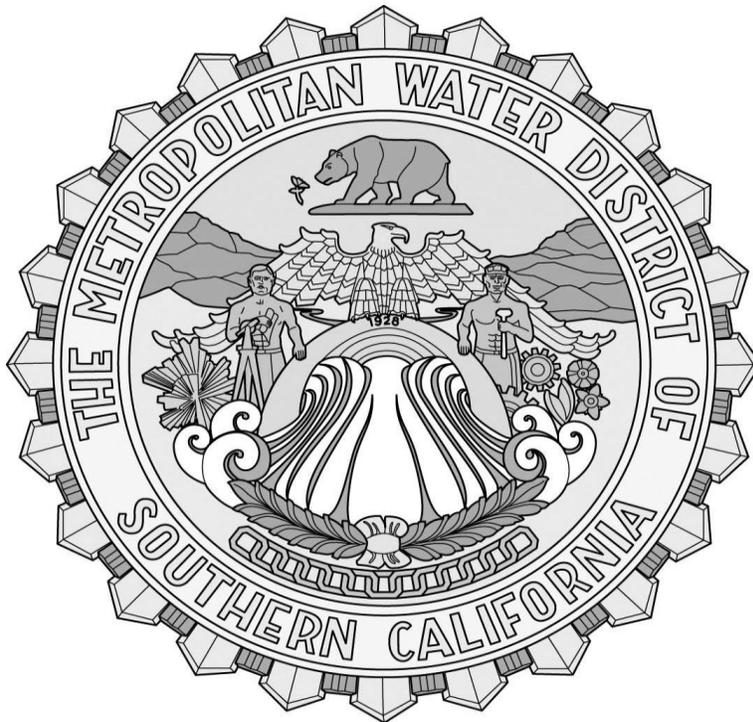
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## **APPENDIX A**

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### **The Metropolitan Water District of Southern California**

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*DRAFT May 1, 2013***TABLE OF CONTENTS**

INTRODUCTION .....	1
Formation and Purpose .....	1
Member Agencies .....	1
Service Area.....	2
METROPOLITAN’S WATER SUPPLY.....	2
Integrated Water Resources Plan .....	3
The Integrated Resources Plan Strategy .....	4
State Water Project .....	5
Colorado River Aqueduct .....	13
Water Transfer, Storage and Exchange Programs .....	22
Storage Capacity and Water in Storage .....	24
Water Conservation .....	26
Water Supply Allocation Plan.....	27
REGIONAL WATER RESOURCES.....	27
Los Angeles Aqueduct.....	28
Local Water Supplies .....	29
METROPOLITAN’S WATER DELIVERY SYSTEM.....	32
Method of Delivery .....	32
Water Treatment .....	33
Seismic Considerations.....	35
Security Measures .....	36
CAPITAL INVESTMENT PLAN.....	37
General Description .....	37
Projection of Capital Investment Plan Expenditures .....	37
Capital Investment Plan Financing .....	38
Major Projects of Metropolitan’s Capital Investment Plan.....	38
GOVERNANCE AND MANAGEMENT .....	39
Board of Directors.....	39
Management.....	40
Employee Relations .....	42
Risk Management .....	42
METROPOLITAN REVENUES.....	42
General.....	42
Summary of Receipts by Source.....	43
Revenue Allocation Policy and Tax Revenues .....	43
Water Sales Revenues.....	44
Rate Structure.....	45
Litigation Challenging Rate Structure .....	46

*DRAFT May 1, 2013*

Member Agency Purchase Orders .....	47
Classes of Water Service.....	48
Water Rates by Water Category.....	48
Additional Revenue Components .....	50
Financial Reserve Policy.....	50
Wheeling and Exchange Charges .....	51
Hydroelectric Power Recovery Revenues.....	51
Principal Customers .....	52
Preferential Rights .....	52
California Ballot Initiatives.....	52
Investment of Moneys in Funds and Accounts .....	53
<b>METROPOLITAN EXPENDITURES.....</b>	<b>55</b>
General.....	55
Revenue Bond Indebtedness .....	57
Limitations on Additional Revenue Bonds.....	58
Variable Rate and Swap Obligations .....	59
Other Revenue Obligations.....	63
Revolving Credit Agreement .....	63
Subordinate Revenue Obligations.....	63
General Obligation Bonds.....	63
State Water Contract Obligations .....	64
Other Long-Term Commitments .....	67
Defined Benefit Pension Plan .....	67
<b>HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES.....</b>	<b>69</b>
<b>MANAGEMENT'S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES .....</b>	<b>72</b>
Water Sales Receipts.....	72
Water Sales Projections .....	74
Operation and Maintenance Expenditures .....	74
<b>POWER SOURCES AND COSTS .....</b>	<b>75</b>
General.....	75
Colorado River Aqueduct .....	75
State Water Project .....	76
Energy Management Program .....	76

*DRAFT May 1, 2013*

## INTRODUCTION

*This Appendix A provides general information regarding The Metropolitan Water District of Southern California (“Metropolitan”), including information regarding Metropolitan’s operations and finances. Statements included or incorporated by reference in this Appendix A constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used such as “plan,” “project,” “expect,” “estimate,” “budget” or other similar words. The achievement of results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Actual results may differ from Metropolitan’s forecasts. Metropolitan is not obligated to issue any updates or revisions to the forward-looking statements in any event.*

*Metropolitan maintains a website that may include information on programs or projects described in this Appendix A; however, none of the information on Metropolitan’s website is incorporated by reference and none of such information is intended to assist investors in making an investment decision or to provide any additional information with respect to the information included in this Appendix A.*

### **Formation and Purpose**

Metropolitan is a metropolitan water district created in 1928 under authority of the Metropolitan Water District Act (California Statutes 1927, Chapter 429, as reenacted in 1969 as Chapter 209, as amended (herein referred to as the “Act”). The Act authorizes Metropolitan to: levy property taxes within its service area; establish water rates; impose charges for water standby and service availability; incur general obligation bonded indebtedness and issue revenue bonds, notes and short-term revenue certificates; execute contracts; and exercise the power of eminent domain for the purpose of acquiring property. In addition, Metropolitan’s Board of Directors (the “Board”) is authorized to establish terms and conditions under which additional areas may be annexed to Metropolitan’s service area.

Metropolitan’s primary purpose is to provide a supplemental supply of water for domestic and municipal uses at wholesale rates to its member public agencies. If additional water is available, such water may be sold for other beneficial uses. Metropolitan serves its member agencies as a water wholesaler and has no retail customers.

The mission of Metropolitan, as promulgated by the Board, is to provide its service area with adequate and reliable supplies of high quality water to meet present and future needs in an environmentally and economically responsible way.

Metropolitan’s charges for water sales and availability are fixed by its Board, and are not subject to regulation or approval by the California Public Utilities Commission or any other state or federal agency. Metropolitan imports water from two principal sources: northern California via the Edmund G. Brown California Aqueduct (the “California Aqueduct”) of the State Water Project owned by the State of California (the “State”) and the Colorado River via the Colorado River Aqueduct owned by Metropolitan.

### **Member Agencies**

Metropolitan is comprised of 26 member public agencies, including 14 cities, 11 municipal water districts, and one county water authority, which collectively serve the residents and businesses of more than 300 cities and numerous unincorporated communities. Member agencies request water from Metropolitan at various delivery points within Metropolitan’s system and pay for such water at uniform rates established by the Board for each class of service. Metropolitan’s water is a supplemental supply for its member agencies, most of whom have other sources of water. See “METROPOLITAN REVENUES—Principal Customers” in this Appendix A for a listing of the ten member agencies with the highest water purchases from Metropolitan during the fiscal year ended June 30, 2012. Metropolitan’s member agencies may, from time to time, develop

*DRAFT May 1, 2013*

additional sources of water. No member is required to purchase water from Metropolitan, but all member agencies are required to pay readiness-to-serve charges whether or not they purchase water from Metropolitan. See “METROPOLITAN REVENUES—Rate Structure”, “—Member Agency Purchase Orders” and “—Additional Revenue Components” in this Appendix A.

The following table lists the 26 member agencies of Metropolitan.

<u>Municipal Water Districts</u>		<u>Cities</u>		<u>County Water Authority</u>
Calleguas	Las Virgenes	Anaheim	Los Angeles	San Diego <sup>(1)</sup>
Central Basin	Orange County	Beverly Hills	Pasadena	
Eastern	Three Valleys	Burbank	San Fernando	
Foothill	West Basin	Compton	San Marino	
Inland Empire Utilities Agency		Fullerton	Santa Ana	
Upper San Gabriel Valley		Glendale	Santa Monica	
Western of Riverside County		Long Beach	Torrance	

- (1) The San Diego County Water Authority, currently Metropolitan’s largest customer, is a plaintiff in litigation challenging the allocation of costs to certain rates adopted by Metropolitan’s Board. See “METROPOLITAN REVENUES—Litigation Challenging Rate Structure” in this Appendix A.

### **Service Area**

Metropolitan’s service area comprises approximately 5,200 square miles and includes portions of the six counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura. When Metropolitan began delivering water in 1941, its service area consisted of approximately 625 square miles. Its service area has increased by 4,500 square miles since that time. The expansion is primarily the result of annexation of the service areas of additional member agencies.

Metropolitan estimates that approximately 18 million people lived in Metropolitan’s service area in 2010, based on official estimates from the California Department of Finance and on population distribution estimates from the Southern California Association of Governments (“SCAG”) and San Diego Association of Governments (“SANDAG”). Population projections prepared by SCAG in 2012 and SANDAG in 2010, as part of their planning process to update regional transportation and land use plans, show expected population growth of about 18 percent in Metropolitan’s service area between 2010 and 2035. The 2010 Census population estimates are incorporated into SCAG’s 2012 projections. The 2010 SANDAG regional growth projections do not incorporate the 2010 Census population estimates. The economy of Metropolitan’s service area is exceptionally diverse. As measured in 2011, the economy of Metropolitan’s service area had a gross domestic product larger than all but fifteen nations of the world. Metropolitan provides between 40 and 60 percent of the water used within its service area in any year. For additional economic and demographic information concerning Metropolitan’s service area, see Appendix E – “SELECTED DEMOGRAPHIC AND ECONOMIC INFORMATION FOR METROPOLITAN’S SERVICE AREA.”

The climate in Metropolitan’s service area ranges from moderate temperatures throughout the year in the coastal areas to hot and dry summers in the inland areas. Annual rainfall in an average year is 13 to 15 inches along the coastal area, up to 20 inches in foothill areas and less than 10 inches inland.

### **METROPOLITAN’S WATER SUPPLY**

Metropolitan faces a number of challenges in providing a reliable and high quality water supply for southern California. These include, among others: (1) population growth within the service area; (2) increased competition for low-cost water supplies; (3) variable weather conditions; and (4) increased environmental regulations. Metropolitan’s resources and strategies for meeting these long-term challenges

*DRAFT May 1, 2013*

are set forth in its Integrated Water Resources Plan, as updated from time to time. See “—Integrated Water Resources Plan” below.

Metropolitan’s principal sources of water are the State Water Project and the Colorado River. Recent court decisions have restricted deliveries from the State Water Project as described below under “—State Water Project—*Endangered Species Act Considerations*.” In addition, weather conditions have varied significantly, affecting water supplies. Dry conditions persisted in the northern Sierra Nevada watershed for the State Water Project from 2007 through 2009, followed by above-normal precipitation from January 2010 through March 2011. On March 31, 2011, California Governor Jerry Brown proclaimed an end to the statewide drought emergency proclaimed on February 27, 2009 by then-Governor of California Arnold Schwarzenegger. By May 2011, snowpack in the Sierra Nevada had reached 190 percent of normal. Drier conditions returned in late 2011 and early 2012, with California statewide snowpack peaking in mid-April 2012 at 64 percent of normal. The State began 2013 with above normal snowpack conditions which dropped to 43 percent of normal as of April 8, 2013. Despite the dwindling snowpack, most key DWR storage reservoirs are above or near historic levels due to November and December storms in 2012.

Supply conditions for the Colorado River have also been impacted by weather conditions. Precipitation in the Upper Colorado River Basin from October 2011 through September 2012 was 73 percent of normal. Peak snowpack levels in the Upper Colorado River Basin were measured early in the season on March 22, 2012 at 75 percent of normal. Beginning 2013 with below normal conditions, the Upper Colorado River Basin recorded precipitation at 75 percent of normal and snowpack at 70 percent of normal as of April 8, 2013. The observed April through July 2012 runoff into Lake Powell was 2.1 million acre-feet, or 29 percent of average. As of April 8, 2013, Lake Mead’s elevation was 1,117 feet above sea level, or 51 percent full, which is approximately 35 feet higher than observed in November 2010, the lowest elevation recorded since the reservoir was first filled. Each ten-foot change in Lake Mead’s elevation represents approximately 1 million acre-feet of change in storage.

Uncertainties from potential future temperature and precipitation changes in a climate driven by increased concentrations of atmospheric carbon dioxide also present challenges. Areas of concern to California water planners identified by researchers include reduction in Sierra Nevada snowpack; increased intensity and frequency of extreme weather events; and rising sea levels resulting in increased risk of damage from storms, high-tide events, and the erosion of levees and potential cutbacks of deliveries from the State Water Project. While potential impacts from climate change remain subject to study and debate, climate change is among the uncertainties that Metropolitan seeks to address through its planning processes.

**Integrated Water Resources Plan**

Metropolitan, its member agencies, sub-agencies and groundwater basin managers developed their first Integrated Water Resources Plan (“IRP”), which was adopted by the Board in January 1996 and updated in 2004, as a long-term planning guideline for resources and capital investments. The purpose of the IRP was the development of a portfolio of preferred resources (see “—The Integrated Resources Plan Strategy” below) to meet the water supply reliability and water quality needs for the region in a cost-effective and environmentally sound manner.

On October 12, 2010, Metropolitan’s Board adopted an IRP update (the “2010 IRP Update”) as a strategy to set goals and a framework for water resources development. This strategy enables Metropolitan and its member agencies to manage future challenges and changes in California’s water conditions and to balance investments with water reliability benefits. The 2010 IRP Update provides an adaptive management approach to address future uncertainty, including uncertainty from climate change. It was formulated with input from member agencies, retail water agencies, and other stakeholders including water and wastewater managers, environmental and business interests and the community. The framework places an emphasis on regional collaboration.

*DRAFT May 1, 2013*

The 2010 IRP Update seeks to provide regional reliability through 2035 by stabilizing Metropolitan's traditional imported water supplies and continuing to develop additional local resources, with an increased emphasis on regional collaboration. It also advances long-term planning for potential future contingency resources, such as storm water capture and large-scale seawater desalination, in close coordination with Metropolitan's 26 member agencies and other utilities.

The 2010 IRP Update is available on Metropolitan's web site at <http://www.mwdh2o.com/mwdh2o/pages/yourwater/irp/>. Specific projects that may be developed by Metropolitan in connection with the implementation of the IRP will be subject to future Board consideration and approval, as well as environmental and regulatory documentation and compliance. The information set forth on Metropolitan's web site is not incorporated by reference.

**The Integrated Resources Plan Strategy**

The IRP Strategy identifies a balance of local and imported water resources within Metropolitan's service area. Metropolitan expects that the core resource strategy, uncertainty buffers and foundational actions in the IRP Strategy will be continually reviewed and updated at least every five years to reflect changing demand and supply conditions.

The following paragraphs describe several elements of the IRP Strategy.

*State Water Project.* The State Water Project is one of Metropolitan's two major sources of water. In addition to municipal and industrial use of this core supply, State Water Project supplies are important for maximizing local groundwater potential and the use of recycled water since State Water Project water has lower salinity content than Colorado River Aqueduct water and can be used to increase groundwater conjunctive use applications. See "—State Water Project" below and "REGIONAL WATER RESOURCES—Local Water Supplies" in this Appendix A.

*Colorado River Aqueduct.* The Colorado River Aqueduct delivers water from the Colorado River, Metropolitan's original source of supply. Metropolitan has helped to fund and implement farm and irrigation district conservation programs, improvements to river operation facilities, land management programs and water transfers and exchanges through agreements with agricultural water districts in southern California and entities in Arizona and Nevada that use Colorado River water. See "—Colorado River Aqueduct" below.

*Water Conservation.* Conservation and other water use efficiencies are integral components of Metropolitan's IRP. Metropolitan has invested in conservation programs since the 1980s. Historically, most of the investments have been in water efficient fixtures in the residential sector. Current efforts also focus on outdoor and commercial water use. See "—Water Conservation" below.

*Recycled Water.* Reclaimed or recycled municipal and industrial water is not potable, but can be used for landscape irrigation, agriculture, protecting groundwater basins from saltwater intrusion, industrial processes, and recharging local aquifers. Metropolitan offers financial incentives to member agencies for developing economically viable reclamation projects. See "REGIONAL WATER RESOURCES—Local Water Supplies" in this Appendix A.

*Conjunctive Use.* Conjunctive use is the coordinated use of surface water supplies and groundwater storage. It entails storing surplus imported water during the winter months or wet years in local surface reservoirs and recharging local groundwater basins, then using the stored supplies during dry months and droughts, thus increasing the supply reliability of the region. See "REGIONAL WATER RESOURCES—Local Water Supplies" in this Appendix A.

*Water Transfers and Exchanges.* Under voluntary water transfer or exchange agreements, agricultural communities using irrigation water may periodically sell some of their water allotments to urban

*DRAFT May 1, 2013*

areas. The water may be delivered through existing State Water Project or Colorado River Aqueduct facilities, or may be exchanged for water that is delivered through such facilities. Metropolitan's policy toward potential transfers states that the transfers will be designed to protect and, where feasible, enhance environmental resources and avoid the mining of local groundwater supplies. See “—Water Transfer, Storage and Exchange Programs” below.

*Groundwater Recovery.* Natural groundwater reservoirs serve an important function as storage facilities for local and imported water. When groundwater storage becomes contaminated, water agencies have to rely more heavily on imported water supplies. Treatment for polluted groundwater is quite costly and poses environmental challenges. Metropolitan offers financial incentives to help fund member agency groundwater recovery projects. See “REGIONAL WATER RESOURCES—Local Water Supplies” in this Appendix A.

*Seawater Desalination.* Seawater desalination is the process of removing salts from ocean water to produce potable supplies. It is a potential new local supply that could help increase supply reliability in Metropolitan's service area. Metropolitan offers financial incentives to member agencies for seawater desalination projects through its Seawater Desalination Program. Currently, a number of seawater desalination projects are under development within Metropolitan's service area. See “REGIONAL WATER RESOURCES—Local Water Supplies” and “METROPOLITAN REVENUES—Rate Structure” in this Appendix A.

**State Water Project**

*General.* One of Metropolitan's two major sources of water is the State Water Project, which is owned by the State and operated by the California Department of Water Resources (“DWR”). This project transports Feather River water stored in and released from Oroville Dam and unregulated flows diverted directly from the San Francisco Bay/Sacramento-San Joaquin River Delta (“Bay-Delta”) south via the California Aqueduct to four delivery points near the northern and eastern boundaries of Metropolitan's service area. The total length of the California Aqueduct is approximately 444 miles.

In 1960, Metropolitan signed a water supply contract (as amended, the “State Water Contract”) with DWR. Metropolitan is one of 29 agencies that have long-term contracts for water service from DWR, and is the largest agency in terms of the number of people it serves (approximately 18 million), the share of State Water Project water that it has contracted to receive (approximately 46 percent), and the percentage of total annual payments made to DWR by agencies with State water contracts (approximately 53 percent for 2012). For information regarding Metropolitan's obligations under the State Water Contract, see “METROPOLITAN EXPENDITURES—State Water Contract Obligations” in this Appendix A. Upon expiration of the State Water Contract term (currently in 2035), Metropolitan has the option to continue service under substantially the same terms and conditions.

The State Water Contract, under a 100 percent allocation, provides Metropolitan 1,911,500 acre-feet of water. (An acre-foot is the amount of water that will cover one acre to a depth of one foot and equals approximately 326,000 gallons, which represents the needs of two average families in and around the home for one year.) Water received from the State Water Project by Metropolitan over the ten years from 2003 through 2012, including water from water transfer, groundwater banking and exchange programs delivered through the California Aqueduct, described below under “—Water Transfer, Storage and Exchange Programs,” varied from a low of 908,000 acre-feet in calendar year 2009 to a high of 1,800,000 acre-feet in 2004.

For calendar year 2012, DWR's allocation estimate to State Water Project contractors was 65 percent of contracted amounts. For Metropolitan, the 2012 allocation provided 1,242,475 acre-feet, or 65 percent of its 1,911,500-acre-foot contractual amount. In addition, Metropolitan began 2012 with 200,000 acre-feet of carryover supplies from prior years in San Luis Reservoir, a joint use facility of the State Water Project and

*DRAFT May 1, 2013*

federal Central Valley Project, and took delivery of approximately 75,000 acre-feet of these supplies in 2012. In 2012, Metropolitan took delivery to its service area of approximately 1.25 million acre-feet, including supplies from water transfers, exchanges and other deliveries through the California Aqueduct. Additional amounts were stored and exchanged with Metropolitan's out of service area storage and exchange partners. See "—Water Transfer, Storage and Exchange Programs" and "—Storage Capacity and Water in Storage" below.

For calendar year 2013, DWR's initial allocation estimate to the State Water Project contractors was 30 percent of contracted amounts. This estimate was increased to 40 percent on December 21, 2012, due to early season storms and decreased to 35 percent on March 22, 2013, due primarily to a record dry January and February in northern California. DWR may revise the allocation estimate if warranted by the year's developing precipitation and water supply conditions. For Metropolitan, the 2013 allocation will provide 669,025 acre-feet, or 35 percent of its 1,911,500 acre-foot contractual amount. In addition, Metropolitan began 2013 with more than 282,000 acre-feet of carryover supplies from prior years in San Luis Reservoir, all of which can be drawn in 2013. If the 2013 allocation is not sufficient, Metropolitan can draw down its storage to meet demands. See the table "Metropolitan's Water Storage Capacity and Water in Storage" under the heading "—Storage Capacity and Water in Storage" below.

*Endangered Species Act Considerations*

*General.* The listing of several fish species as threatened or endangered under the federal or California Endangered Species Acts (respectively, the "Federal ESA" and the "California ESA" and, collectively, the "ESAs") have adversely impacted State Water Project operations and limited the flexibility of the State Water Project. Currently, five species (the winter-run and spring-run Chinook salmon, Delta smelt, North American green sturgeon and Central Valley steelhead) are listed under the ESAs. In addition, on June 25, 2009, the California Fish and Game Commission declared the longfin smelt a threatened species under the California ESA.

The Federal ESA requires that before any federal agency authorizes funds or carries out an action it must consult with the appropriate federal fishery agency to determine whether the action would jeopardize the continued existence of any threatened or endangered species, or adversely modify habitat critical to the species' needs. The result of the consultation is known as a "biological opinion." In the biological opinion the federal fishery agency determines whether the action would cause jeopardy to a threatened or endangered species or adverse modification to critical habitat and recommends reasonable and prudent alternatives or measures that would allow the action to proceed without causing jeopardy or adverse modification. The biological opinion also includes an "incidental take statement." The incidental take statement allows the action to go forward even though it will result in some level of "take," including harming or killing some members of the species, incidental to the agency action, provided that the agency action does not jeopardize the continued existence of any threatened or endangered species and complies with reasonable mitigation and minimization measures recommended by the federal fishery agency.

In 2004 and 2005, the United States Fish and Wildlife Service ("USFWS") and National Marine Fisheries Service issued biological opinions and incidental take statements governing the coordinated operations of the State Water Project and the federal Central Valley Project with respect to the Delta smelt, the winter-run and spring-run Chinook salmon and the Central Valley steelhead. In July 2006, the Bureau of Reclamation reinitiated consultation with the USFWS and National Marine Fisheries Service with respect to the 2004 and 2005 biological opinions (with the addition of the North American green sturgeon, which was listed in April 2006) following the filing of legal challenges to those biological opinions and incidental take statements described under "*Federal ESA Litigation*" below. Under the Federal ESA, critical habitat must also be designated for each listed species. Critical habitat has been designated for each of the currently listed species.

*DRAFT May 1, 2013*

*Federal ESA Litigation.* Litigation filed by several environmental interest groups (*NRDC v. Kempthorne*; and *Pacific Coast Federation of Fishermen's Associations v. Gutierrez*) in the United States District Court for the Eastern District of California alleged that the 2004 and 2005 biological opinions and incidental take statements inadequately analyzed impacts on listed species under the Federal ESA.

On May 25, 2007, Federal District Judge Wanger issued a decision on summary judgment in *NRDC v. Kempthorne*, finding the USFWS biological opinion for Delta smelt to be invalid. The USFWS released a new biological opinion on the impacts of the State Water Project and Central Valley Project on Delta smelt on December 15, 2008. Metropolitan, the San Luis & Delta Mendota Water Authority, Westlands Water District, Kern County Water Agency, Coalition for a Sustainable Delta and State Water Contractors, a California nonprofit corporation formed by agencies contracting with DWR for water from the State Water Project (the "State Water Contractors"), the Family Farm Alliance and the Pacific Legal Foundation on behalf of several owners of small farms in California's Central Valley filed separate lawsuits in federal district court challenging the biological opinion, which the federal court consolidated under the caption *Delta Smelt Consolidated Cases*.

On December 14, 2010, Judge Wanger issued a decision on summary judgment finding that there were major scientific and legal flaws in the Delta smelt biological opinion. The court found that some but not all of the restrictions on project operations contained in the 2008 Delta smelt biological opinion were arbitrary, capricious and unlawful. On May 18, 2011, Judge Wanger issued a final amended judgment directing the USFWS to complete a new draft biological opinion by October 1, 2011, and a final biological opinion with environmental documentation by December 1, 2013. Later stipulations and orders changed the October 1, 2011 due date for a draft biological opinion to December 14, 2011. A draft biological opinion was issued on December 14, 2011. The draft biological opinion deferred specification of a reasonable and prudent alternative and an incidental take statement pending completion of environmental impact review under the National Environmental Policy Act ("NEPA"). The federal defendants and environmental intervenors appealed the final judgment invalidating the 2008 Delta smelt biological opinion to the U.S. Court of Appeals for the Ninth Circuit. State Water Project and Central Valley Project contractor plaintiffs, including Metropolitan, cross-appealed from the final judgment. Those appeals and cross-appeals were argued on September 10, 2012. It is unknown when the court will issue a decision.

On February 25, 2011, the federal court approved a settlement agreement modifying biological opinion restrictions on Old and Middle River flows that would have otherwise applied in spring 2011. The settlement agreement expired on June 30, 2011. State Water Project and Central Valley Project contractors also moved to enjoin certain fall salinity requirements in the biological opinion that were set to become operable in September and October 2011. After an evidentiary hearing on the water contractors' motion in July 2011, Judge Wanger issued a decision on August 31, 2011, modifying the fall salinity related requirements in the biological opinion. The effect of the injunction was to reduce water supply impacts from the biological opinion's fall salinity requirements. The federal defendants and the environmental intervenors appealed the injunction on fall salinity requirements but the federal defendants subsequently dismissed their appeal in October 2011. The State Water Project and Central Valley Project contractors moved to dismiss the environmental intervenors' appeal of the fall salinity requirement on the ground that the salinity requirement for 2011 has expired, and is therefore moot. On August 23, 2012, the Ninth Circuit granted the water contractors' motion and dismissed the fall salinity appeal as moot.

On April 16, 2008, in *Pacific Coast Federation of Fishermen's Associations v. Gutierrez*, the court invalidated the 2004 National Marine Fisheries Service's biological opinion for the salmon and other fish species that spawn in rivers flowing into the Bay-Delta. Among other things, the court found that the no-jeopardy conclusions in the biological opinion were inconsistent with some of the factual findings in the biological opinion; that the biological opinion failed to adequately address the impacts of State Water Project and Central Valley Project operations on critical habitat and that there was a failure to consider how climate change and global warming might affect the impacts of the projects on salmonid species.

*DRAFT May 1, 2013*

The National Marine Fisheries Service released a new biological opinion for salmonid species to replace the 2004 biological opinion on June 4, 2009. The 2009 salmonid species biological opinion contains additional restrictions on State Water Project and Central Valley Project operations. The National Marine Fisheries Service calculated that these restrictions will reduce the amount of water the State Water Project and Central Valley Project combined will be able to export from the Bay-Delta by 5 to 7 percent. DWR had estimated a 10 percent average water loss under this biological opinion. See “—*State Water Project Operational Constraints*” below for the estimated impact to Metropolitan’s water supply. Six lawsuits were filed challenging the 2009 salmon biological opinion. These various lawsuits have been brought by the San Luis & Delta Mendota Water Authority, Westlands Water District, Stockton East Water District, Oakdale Irrigation District, Kern County Water Agency, the State Water Contractors and Metropolitan. The court consolidated the cases under the caption *Consolidated Salmon Cases*.

On May 25, 2010, the court granted the plaintiffs’ request for preliminary injunction in the *Consolidated Salmon Cases*, restraining enforcement of two requirements under the salmon biological opinion that limit exported water during the spring months based on San Joaquin River flows into the Bay-Delta and reverse flows on the Old and Middle Rivers. Hearings on motions for summary judgment in the *Consolidated Salmon Cases* were held on December 16, 2010. On September 20, 2011, Judge Wanger issued a decision on summary judgment, finding that the salmon biological opinion was flawed, and that some but not all of the project restrictions in the biological opinion were arbitrary and capricious. On December 12, 2011, Judge O’Neill (who was assigned to this case following Judge Wanger’s retirement) issued a final judgment in the *Consolidated Salmon Cases*. The final judgment remands the 2009 salmon biological opinion to the National Marine Fisheries Service, and directs that a new draft salmon biological opinion be issued by October 1, 2014, and that a final biological opinion be issued by February 1, 2016, after completion of environmental impact review under NEPA. On January 19, 2012, Judge O’Neill approved a joint stipulation of the parties that specifies how to comply with one of the salmon biological opinion restrictions that applies to water project operations in April and May of 2012. In January and February 2012, the federal defendants and environmental intervenors filed appeals of the final judgment in the *Consolidated Salmon Cases*, and the State Water Project and Central Valley Project contractors filed cross-appeals. Those appeals and cross-appeals are now pending in the Ninth Circuit.

On November 13, 2009, the Center for Biological Diversity filed separate lawsuits challenging the USFWS’ failure to respond to a petition to change the Delta smelt’s federal status from threatened to endangered and the USFWS’ denial of federal listing for the longfin smelt. On April 2, 2010, the USFWS issued a finding that uplisting the Delta smelt was warranted but precluded by the need to devote resources to higher-priority matters. This “warranted but precluded” finding did not change the regulatory restrictions applicable to Delta smelt. For the longfin smelt litigation, a settlement agreement was approved on February 2, 2011. Under the agreement, the USFWS agreed to complete a range-wide status review of the longfin smelt and consider whether the Bay-Delta longfin smelt population, or any other longfin smelt population from California to Alaska, qualifies as a “distinct population” that warrants federal protection. On April 2, 2012, the USFWS issued its finding that the Bay-Delta longfin smelt population warrants protection under the ESA but is precluded from listing as a threatened or endangered species by the need to address other higher priority listing actions. The review identified several threats facing longfin smelt in the Bay-Delta, including reduced freshwater Bay-Delta outflows. The finding includes the determination that the Bay-Delta longfin smelt will be added to the list of candidates for ESA protection, where its status will be reviewed annually.

*California ESA Litigation.* In addition to the litigation under the Federal ESA, other environmental groups sued DWR on October 4, 2006 in the Superior Court of the State of California for Alameda County alleging that DWR was “taking” listed species without authorization under the California ESA. This litigation (*Watershed Enforcers, a project of the California Sportfishing Protection Alliance v. California Department of Water Resources*) requested that DWR be mandated to either cease operation of the State Water Project pumps, which deliver water to the California Aqueduct, in a manner that results in such “taking” of listed species or obtain authorization for such “taking” under the California ESA. On April 18,

*DRAFT May 1, 2013*

2007, the Alameda County Superior Court issued its Statement of Decision finding that DWR was illegally “taking” listed fish through operation of the State Water Project export facilities. The Superior Court ordered DWR to “cease and desist from further operation” of those facilities within 60 days unless it obtained take authorization from the California Department of Fish and Game.

DWR appealed the Alameda County Superior Court’s order on May 7, 2007. This appeal stayed the order pending the outcome of the appeal. The Court of Appeal stayed processing of the appeal in 2009 to allow time for DWR to obtain incidental take authorization for the Delta smelt and salmon under the California ESA, based on the consistency of the federal biological opinions with California ESA requirements (“Consistency Determinations”). After the California Department of Fish & Game issued the Consistency Determinations under the California ESA, authorizing the incidental take of both Delta smelt and salmon, appellants DWR and State Water Contractors dismissed their appeals of the *Watershed Enforcers* decision. The Court of Appeal subsequently issued a decision finding that DWR was a “person” under the California ESA and subject to its take prohibitions, which was the only issue left in the case. The State Water Contractors and Kern County Water Agency have filed suit in state court challenging the Consistency Determinations under the California ESA that have been issued for both Delta smelt and salmon. Those lawsuits challenging the Consistency Determinations are pending. The parties are continuing discussions of adjustments to the incidental take authorizations in light of the summary judgment ruling in the *Delta Smelt Consolidated Cases* and the *Consolidated Salmon Cases*, discussed under the heading “—Federal ESA Litigation” above.

The California Fish and Game Commission listed the longfin smelt as a threatened species under the California ESA on June 25, 2009. On February 23, 2009, in anticipation of the listing action, the California Department of Fish and Game issued a California ESA section 2081 incidental take permit to DWR authorizing the incidental take of longfin smelt by the State Water Project. This permit authorizes continued operation of the State Water Project under the conditions specified in the section 2081 permit. The State Water Contractors filed suit against the California Department of Fish and Game on March 25, 2009, alleging that the export restrictions imposed by the section 2081 permit have no reasonable relationship to any harm to longfin smelt caused by State Water Project operations, are arbitrary and capricious and are not supported by the best available science. The lawsuit is pending and the administrative record for the cases has been completed.

*State Water Project Operational Constraints.* DWR has altered the operations of the State Water Project to accommodate species of fish listed under the ESAs. These changes in project operations have adversely affected State Water Project deliveries. The impact on total State Water Project deliveries attributable to the Delta smelt and salmonid species biological opinions combined is estimated to be one million acre-feet in an average year, reducing State Water Project deliveries from approximately 3.3 million acre-feet to approximately 2.3 million acre-feet for the year under average hydrology, and are estimated to range from 0.3 million acre-feet during critically dry years to 1.3 million acre-feet in above normal water years. State Water Project deliveries to contractors for calendar years 2008 through 2012 were reduced by a total of approximately 2.3 million acre-feet as a result of pumping restrictions. Pumping restrictions impacting the State Water Project allocation for 2013 have reduced exports by approximately 550,000 acre-feet through March 19, 2013.

Operational constraints likely will continue until long-term solutions to the problems in the Bay-Delta are identified and implemented. The Delta Vision process, established by then-Governor Schwarzenegger, was aimed at identifying long-term solutions to the conflicts in the Bay-Delta, including natural resource, infrastructure, land use and governance issues. In addition, State and federal resource agencies and various environmental and water user entities are currently engaged in the development of the Bay-Delta Conservation Plan, which is aimed at addressing ecosystem needs and securing long-term operating permits for the State Water Project, and includes the Delta Habitat Conservation and Conveyance Program (DHCCP) (together, the “BDCP”). The BDCP’s current efforts consist of the preparation of the environmental

*DRAFT May 1, 2013*

documentation and preliminary engineering design for Bay-Delta water conveyance and related habitat conservation measures under the BDCP. The Delta Vision process and the BDCP are discussed further under “—*Bay-Delta Regulatory and Planning Activities*” below.

Other issues, such as the decline of some fish populations in the Bay-Delta and surrounding regions and certain operational actions in the Bay-Delta, may significantly reduce Metropolitan’s water supply from the Bay-Delta. State Water Project operational requirements may be further modified under new biological opinions for listed species under the Federal ESA or by the California Department of Fish and Game’s issuance of incidental take authorizations under the California ESA. Biological opinions or incidental take authorizations under the Federal ESA and California ESA might further adversely affect State Water Project and Central Valley Project operations. Additionally, new litigation, listings of additional species or new regulatory requirements could further adversely affect State Water Project operations in the future by requiring additional export reductions, releases of additional water from storage or other operational changes impacting water supply operations. Metropolitan cannot predict the ultimate outcome of any of the litigation or regulatory processes described above but believes they could have a materially adverse impact on the operation of the State Water Project pumps, Metropolitan’s State Water Project supplies and Metropolitan’s water reserves.

*“Area of Origin” Litigation.* Four State Water Project contractors located north of the State Water Project’s Bay-Delta pumping plant filed litigation against DWR on July 17, 2008, asserting that since they are located in the “area of origin” of State Water Project water they are entitled to receive their entire contract amount before any water is delivered to contractors south of the Bay-Delta. If the plaintiffs are successful in this litigation, State Water Project water available to Metropolitan in a drought period could be reduced by approximately 25,000 acre-feet each year of a multi-year drought or by as much as 40,000 acre-feet in an exceedingly dry year. Metropolitan and twelve other State Water Project contractors located south of the Bay-Delta filed motions to intervene in this litigation, which were granted on February 25, 2009. In May 2012, the parties reached an agreement in principle that plaintiffs will dismiss the action with prejudice and agree to certain limitations on asserting area of origin arguments in the future; in return DWR and the intervenors will agree to operational changes that will increase the reliability of plaintiffs’ State Water Project supplies at little or minimal cost to other State Water Project water contractors. The parties are drafting a formal settlement agreement.

*Bay-Delta Regulatory and Planning Activities.* The State Water Resources Control Board (“SWRCB”) is the agency responsible for setting water quality standards and administering water rights throughout California. Decisions of the SWRCB can affect the availability of water to Metropolitan and other users of State Water Project water. The SWRCB exercises its regulatory authority over the Bay-Delta by means of public proceedings leading to regulations and decisions. These include the Bay-Delta Water Quality Control Plan (“WQCP”), which establishes the water quality objectives and proposed flow regime of the estuary, and water rights decisions, which assign responsibility for implementing the objectives of the WQCP to users throughout the system by adjusting their respective water rights. The SWRCB is required by law to periodically review its WQCP to ensure that it meets the changing needs of this complex system.

Since 2000, SWRCB’s Water Rights Decision 1641 (“D-1641”) has governed the State Water Project’s ability to export water from the Bay-Delta for delivery to Metropolitan and other agencies receiving water from the State Water Project. D-1641 allocated responsibility for meeting flow requirements and salinity and other water quality objectives established earlier by the WQCP. The SWRCB also identified additional issues to review, which could result in future changes in water quality objectives and flows that could affect exports of water from the State Water Project. Currently, the SWRCB is reviewing salinity objectives in the Bay-Delta intended to protect Bay-Delta farming and inflow requirements upstream of the Delta to protect aquatic species.

*DRAFT May 1, 2013*

The CALFED Bay-Delta Program was a collaborative effort among 25 State and federal agencies to improve water supplies in California and the health of the Bay-Delta watershed. On August 28, 2000, the federal government and the State issued a Record of Decision (“ROD”) and related documents approving the final programmatic environmental documentation for the CALFED Bay-Delta Program. The Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) was challenged in three separate cases, but ultimately upheld by the California Supreme Court in June 2008.

The CALFED Bay-Delta Program resulted in an investment of \$3 billion on a variety of projects and programs to begin addressing the Bay-Delta’s water supply, water quality, ecosystem, and levee stability problems. To guide future development of and governance for the CALFED Bay-Delta Program and identify a strategy for managing the Bay-Delta as a sustainable resource, in September 2006, then-Governor Schwarzenegger established by Executive Order a Delta Vision process. The Delta Vision process resulted in creation of a Delta Vision Blue Ribbon Task Force that issued its Delta Vision Strategic Plan (the “Strategic Plan”) on October 17, 2008, providing its recommendations for long-term sustainable management of the Bay-Delta. These recommendations included completing the BDCP and associated environmental assessments to permit ecosystem revitalization and water conveyance improvements, identifying and reducing stressors to the Bay-Delta ecosystem, strengthening levees, increasing emergency preparedness, continuing funding for the CALFED ecosystem restoration program, updating Bay-Delta regulatory flow and water quality standards to protect beneficial uses of water and working with the State Legislature on a comprehensive water bond package to fund Bay-Delta infrastructure projects.

On November 4, 2009, the State Legislature authorized an \$11.1 billion water bond measure that includes over \$2 billion for Bay-Delta ecosystem restoration as well as \$3 billion for new water storage and additional funds for water recycling, drought relief, conservation and watershed protection projects. The bond measure is subject to voter authorization and was scheduled to be included on the November 2010 ballot; however, in August 2010 the Legislature postponed the bond election to 2012 and in July 2012 the legislature postponed the bond election to 2014. Delaying the bond election did not impact other parts of the 2009 water legislation. Related legislation created a new oversight council for the Bay-Delta, the Delta Stewardship Council, and directs that the Bay-Delta be managed with dual goals of water supply reliability and ecosystem protection, sets a statewide conservation target for urban per capita water use of 20 percent reductions by 2020 (with credits for existing conservation), provides funding for increased enforcement of illegal water diversions and establishes a statewide groundwater monitoring program. The Delta Stewardship Council, formed on February 3, 2010, is CALFED’s successor agency and was directed to adopt and oversee implementation of a comprehensive management plan for the Bay-Delta. Following public review in mid-2012, the plan is scheduled to be finalized in 2013.

The working draft BDCP was completed in November 2010 and a full public draft BDCP is anticipated in 2013. The planning, environmental documentation and preliminary engineering design for the BDCP are being prepared pursuant to the Delta Habitat Conservation and Conveyance Program Memorandum of Agreement (“MOA”) and are also scheduled to be completed in 2013. The parties to the MOA are DWR, the Bureau of Reclamation, the State and Federal Contractors Water Agency, Metropolitan, Kern County Water Agency, State Water Contractors, San Luis & Delta Mendota Water Authority, Westlands Water District and Santa Clara Valley Water District. On July 25, 2012, Governor Jerry Brown and Secretary of the Interior Ken Salazar announced key proposed elements to advance the BDCP planning process, including north Bay-Delta water diversion facilities with a total capacity of 9,000 cubic-feet per second (“cfs”), two tunnels sized to minimize energy use during operations and a “decision tree” process for unresolved operation criteria such as fall and spring outflows. Preliminary cost estimates for the conveyance portion of this project alternative are approximately \$14 billion. When a decision selecting the final project has been made, costs will be updated and allocated. Metropolitan anticipates that it could bear approximately 25 percent of the costs of the conveyance portion of the project.

*DRAFT May 1, 2013*

*Sacramento Regional County Sanitation District Litigation.* Metropolitan, along with other State and federal water contractors, has urged action to address water quality concerns with respect to both the aquatic health of the Bay-Delta and drinking water quality. On December 9, 2010, the Central Valley Regional Water Quality Control Board (“Regional Board”) approved a National Pollutant Discharge Elimination System (“NPDES”) permit for the Sacramento Regional County Sanitation District (“Sanitation District”) setting water-quality based requirements for the Sanitation District’s wastewater treatment plant that will require advanced treatment upgrades for the Sanitation District’s wastewater facility. The Sanitation District’s treatment plant is the largest wastewater discharger into the Bay-Delta. The treatment plant provides only a secondary level of treatment and discharges nutrients, pathogens, and total organic carbon into the Bay-Delta water supply. The treatment plant’s discharge of nitrogen, particularly ammonia, has been shown to be altering the food chain in the estuary to the detriment of Delta smelt and other native species. The NPDES permit calls for a significant reduction of the nitrogen and particularly ammonia discharge which will require full nitrification and denitrification treatment by 2020, as well as tertiary filtration treatment to meet pathogen removal requirements. The NPDES permit also includes additional permit limits and monitoring requirements for other water quality constituents, including toxic contaminants.

The Sanitation District petitioned the SWRCB for review of the NPDES permit. SWRCB adopted a final order at a December 4, 2012 hearing, which concludes the administrative appeal process. The SWRCB’s final order rejects the Sanitation District’s arguments, upholds the substantive requirements of the NPDES permit and will impose new more stringent water quality limits. Although the administrative appeal before the SWRCB was then pending, on December 30, 2011, the Sanitation District filed a lawsuit in Sacramento Superior Court against the Regional Board and SWRCB seeking to overturn and relax the NPDES permit. Metropolitan and other water agencies that participated in the NPDES permitting process intervened in the superior court case. On April 29, 2013, in a partial settlement of the litigation, the Sanitation District agreed to drop its challenge of the NPDES permit requirements for ammonia and nitrate removal. As part of the settlement, the Sanitation District will comply with a set of milestones resulting in completion of the construction necessary for full nitrification and denitrification by 2021. This leaves a cause of action concerning pathogens and filtration requirements to be litigated. In exchange for dropping the ammonia and nitrate challenge, the Sanitation District is receiving two additional years to meet filtration and disinfection requirements, should those requirements remain following conclusion of the litigation.

Metropolitan, other urban State Water Contractor agencies and the Contra Costa Water District earlier brought a successful CEQA challenge in response to significant, unmitigated water quality impacts that would occur from a planned expansion of the Sanitation District’s treatment plant. The Sanitation District appealed the trial court ruling and the case remains pending in the Third District Court of Appeal awaiting oral argument.

*California Water Impact Network Litigation.* On September 3, 2010, the California Water Impact Network and two other non-profit organizations filed a petition for writ of mandate and for declaratory and injunctive relief in Sacramento Superior Court against the SWRCB and DWR. The petition alleges that by permitting and carrying out the export of large volumes of water from the Delta through the State Water Project, the SWRCB and DWR have failed to protect public trust fishery resources in the Delta; have been diverting water from the Bay-Delta wastefully and unreasonably in violation of the prohibition against waste and unreasonable use in the California Constitution; and have failed to enforce and comply with water quality and beneficial use standards in D-1641, the 1995 SWRCB Water Quality Control Plan, and the Porter-Cologne Act. Among the relief sought in the petition is an injunction against Bay-Delta exports by the State Water Project pending compliance with the various laws and administrative orders that are alleged to have been violated. The State Water Contractors filed a motion to intervene in this action, which was granted on March 25, 2011. The court has ordered the plaintiffs to include the Bureau of Reclamation as a party. In response, the Bureau of Reclamation has asserted that federal sovereign immunity bars their inclusion in the state court action. If the court determines that the Bureau of Reclamation is an indispensable party, the lawsuit, or portions of it, may be dismissed.

*DRAFT May 1, 2013*

*Monterey Agreement Litigation.* On September 15, 2000, the Third District Court of Appeal for the State of California issued its decision in *Planning and Conservation League; Citizens Planning Association of Santa Barbara County and Plumas County Flood Control District v. California Department of Water Resources and Central Coast Water Authority*. This case was an appeal of a challenge to the adequacy of the environmental documentation prepared with respect to certain amendments to the State Water Contract (the “Monterey Agreement”) which reflects the settlement of certain disputes regarding the allocation of State Water Project water. The Court of Appeal held that the environmental documentation was defective in failing to analyze the environmental effects of the Monterey Agreement’s elimination of the permanent shortage provisions of the State Water Contract. The parties negotiated a settlement agreement in the fall of 2002, which allows continued operation of the State Water Project under the Monterey Agreement principles while a new EIR was prepared. DWR completed the final EIR and concluded the remedial CEQA review for the project on May 4, 2010. Following DWR’s completion of the EIR, three new lawsuits were filed challenging the project. Central Delta Water Agency, South Delta Water Agency, California Water Impact Network, California Sportfishing Protection Alliance, and the Center For Biological Diversity filed a lawsuit against DWR in Sacramento County Superior Court challenging the validity of the EIR under CEQA and the validity of underlying agreements under a reverse validation action (the “*Central Delta I*” case). These same plaintiffs filed a reverse validation lawsuit against the Kern County Water Agency in Kern County Superior Court (“*Central Delta II*”). This lawsuit targets a transfer of land from Kern County Water Agency to the Kern Water Bank, which was completed as part of the original Monterey Amendments. The third lawsuit is an EIR challenge brought by Rosedale-Rio Bravo Water Storage District and Buena Vista Water Storage District (“*Rosedale-Rio Bravo*”) against DWR in Kern County Superior Court. The two Kern County cases have been transferred to Sacramento Superior Court and the three cases consolidated for trial. No schedule has been issued by the court. Any adverse impact of this litigation on Metropolitan’s State Water Project supplies cannot be determined at this time.

**Colorado River Aqueduct**

*General.* The Colorado River was Metropolitan’s original source of water after Metropolitan’s establishment in 1928. Metropolitan has a legal entitlement to receive water from the Colorado River under a permanent service contract with the Secretary of the Interior. Water from the Colorado River and its tributaries is also available to other users in California, as well as users in the states of Arizona, Colorado, Nevada, New Mexico, Utah, and Wyoming (the “Colorado River Basin States”), resulting in both competition and the need for cooperation among these holders of Colorado River entitlements. In addition, under a 1944 treaty, Mexico has an allotment of 1.5 million acre-feet of Colorado River water annually except in the event of extraordinary drought or serious accident to the delivery system in the United States, in which event the water allotted to Mexico would be curtailed. Mexico also can schedule delivery of an additional 200,000 acre-feet of Colorado River water per year if water is available in excess of the requirements in the United States and the 1.5 million acre-feet allotted to Mexico.

The Colorado River Aqueduct, which is owned and operated by Metropolitan, transports water from the Colorado River approximately 242 miles to its terminus at Lake Mathews in Riverside County. After deducting for conveyance losses and considering maintenance requirements, up to 1.25 million acre-feet of water a year may be conveyed through the Colorado River Aqueduct to Metropolitan’s member agencies, subject to availability of Colorado River water for delivery to Metropolitan as described below.

California is apportioned the use of 4.4 million acre-feet of water from the Colorado River each year plus one-half of any surplus that may be available for use collectively in Arizona, California and Nevada. In addition, California has historically been allowed to use Colorado River water apportioned to but not used by Arizona or Nevada when such supplies have been requested for use in California. Under the 1931 priority system that has formed the basis for the distribution of Colorado River water made available to California, Metropolitan holds the fourth priority right to 550,000 acre-feet per year. This is the last priority within California’s basic apportionment. In addition, Metropolitan holds the fifth priority right to 662,000 acre-feet of water, which is in excess of California’s basic apportionment. See the table “PRIORITIES UNDER THE

*DRAFT May 1, 2013*

1931 CALIFORNIA SEVEN-PARTY AGREEMENT” below. Until 2003, Metropolitan had been able to take full advantage of its fifth priority right as a result of the availability of surplus water and apportioned but unused water. However, during the 1990s Arizona and Nevada increased their use of water from the Colorado River, utilizing their respective basic apportionments by 2002 and significantly reducing unused apportionment available for California. In addition, a severe drought in the Colorado River Basin reduced storage in system reservoirs, such that Metropolitan stopped taking surplus deliveries in 2003 in an effort to mitigate the effects of the drought. Prior to 2003, Metropolitan could divert over 1.2 million acre-feet in any year, but since that time, Metropolitan’s net diversions of Colorado River water have been limited to a low of nearly 633,000 acre-feet in 2006 and a high of 1,105,232 acre-feet in 2009. Average annual net deliveries for 2003 through 2012 were approximately 821,000 acre-feet, with annual volumes dependent primarily on programs to augment supplies, including transfers of conserved water from agriculture. Metropolitan’s Colorado River supply was nearly 895,000 acre-feet in 2012, of which approximately 739,000 acre-feet was delivered through the Colorado River Aqueduct and about 156,000 acre-feet of intentionally-created surplus water was stored in Lake Mead. See “—*Quantification Settlement Agreement*” and “—*Interim Surplus Guidelines*” below.

**PRIORITIES UNDER THE 1931 CALIFORNIA SEVEN-PARTY AGREEMENT<sup>(1)</sup>**

<b>Priority</b>	<b>Description</b>	<b>Acre-Feet Annually</b>
1	Palo Verde Irrigation District gross area of 104,500 acres of land in the Palo Verde Valley	3,850,000
2	Yuma Project in California not exceeding a gross area of 25,000 acres in California	
3(a)	Imperial Irrigation District and other lands in Imperial and Coachella Valleys <sup>(2)</sup> to be served by All-American Canal	
3(b)	Palo Verde Irrigation District - 16,000 acres of land on the Lower Palo Verde Mesa	
4	Metropolitan Water District of Southern California for use on the coastal plain	550,000
	<b>SUBTOTAL</b>	4,400,000
5(a)	Metropolitan Water District of Southern California for use on the coastal plain	550,000
5(b)	Metropolitan Water District of Southern California for use on the coastal plain <sup>(3)</sup>	112,000
6(a)	Imperial Irrigation District and other lands in Imperial and Coachella Valleys to be served by the All-American Canal	300,000
6(b)	Palo Verde Irrigation District - 16,000 acres of land on the Lower Palo Verde Mesa	
	<b>TOTAL</b>	5,362,000
7	Agricultural use in the Colorado River Basin in California	Remaining surplus

*Source: Metropolitan. (Footnotes continued on next page)*

*DRAFT May 1, 2013*

- (1) Agreement dated August 18, 1931, among Palo Verde Irrigation District, Imperial Irrigation District, Coachella Valley County Water District, Metropolitan, the City of Los Angeles, the City of San Diego and the County of San Diego. These priorities were memorialized in the agencies' respective water delivery contracts with the Secretary of the Interior.
- (2) The Coachella Valley Water District serves Coachella Valley.
- (3) In 1946, the City of San Diego, the San Diego County Water Authority, Metropolitan and the Secretary of the Interior entered into a contract that merged and added the City and County of San Diego's rights to storage and delivery of Colorado River water to the rights of Metropolitan.

Metropolitan has taken steps to augment its share of Colorado River water through agreements with other agencies that have rights to use such water. Under a 1988 water conservation agreement (the "1988 Conservation Agreement") between Metropolitan and the Imperial Irrigation District ("IID"), Metropolitan provided funding for IID to construct and operate a number of conservation projects that are currently conserving up to 105,000 acre-feet of water per year that is provided to Metropolitan. Under the October 2003 Quantification Settlement Agreement and related agreements, Metropolitan, at the request of Coachella Valley Water District ("CVWD"), forgoes up to 20,000 acre-feet of this water each year for diversion by CVWD. See "*Quantification Settlement Agreement*" below. In 2010 and 2011 CVWD's requests were for 8,000 and 4,000 acre-feet respectively, leaving 97,000 acre-feet in 2010 and 99,940 acre-feet in 2011 for Metropolitan. In 1992, Metropolitan entered into an agreement with the Central Arizona Water Conservation District ("CAWCD") to demonstrate the feasibility of CAWCD storing Colorado River water in central Arizona for the benefit of an entity outside of the State of Arizona. Pursuant to this agreement, CAWCD created 80,909 acre-feet of long-term storage credits that may be recovered by CAWCD for Metropolitan. Metropolitan, the Arizona Water Banking Authority, and CAWCD executed an amended agreement for recovery of these storage credits in December 2007. All 80,909 acre-feet were recovered and delivered to Metropolitan between 2007 and 2010.

Metropolitan and the Palo Verde Irrigation District ("PVID") signed the program agreement for a Land Management, Crop Rotation and Water Supply Program in August 2004. This program provides up to 133,000 acre-feet of water to be available to Metropolitan in certain years. The term of the program is 35 years. Fallowing began on January 1, 2005. In March 2009, Metropolitan and PVID entered into a supplemental fallowing program within PVID that provided for the fallowing of additional acreage in 2009 and 2010. In calendar years 2009 and 2010, respectively, 24,100 acre-feet and 32,300 acre-feet of water were saved and made available to Metropolitan under the supplemental program. The following table shows annual volumes of water saved and made available to Metropolitan:

**WATER AVAILABLE FROM PVID LAND MANAGEMENT, CROP ROTATION AND WATER SUPPLY PROGRAM**

<u>Calendar Year</u>	<u>Volume (acre-feet)</u>
2005	108,700
2006	105,000
2007	72,300
2008	94,300
2009*	144,300
2010*	148,600
2011	122,200
2012	74,000

*Source: Metropolitan.*

\* Includes water from the supplemental fallowing program that provided for fallowing of additional acreage in 2009 and 2010.

In May 2008, Metropolitan provided \$28.7 million to join the CAWCD and the Southern Nevada Water Authority ("SNWA") in funding the Bureau of Reclamation's construction of an 8,000 acre-foot off-stream regulating reservoir near Drop 2 of the All-American Canal in Imperial County (officially renamed the

*DRAFT May 1, 2013*

Warren H. Brock Reservoir). Construction was completed in October 2010. The Warren H. Brock Reservoir is expected to conserve about 70,000 acre-feet of water per year by capturing and storing otherwise non-storable water flow. The Bureau of Reclamation has refunded to Metropolitan \$2.43 million in unused contingency funds. In return for its funding, Metropolitan received 100,000 acre-feet of water that is stored in Lake Mead, with the ability to deliver up to 40,000 acre-feet of water in any one year. Besides the additional water supply, the new reservoir adds to the flexibility of Colorado River operations.

In September 2009, Metropolitan authorized participation with SNWA, the Colorado River Commission of Nevada, the CAWCD and the Bureau of Reclamation in the pilot operation of the Yuma Desalting Plant. The Bureau of Reclamation concluded the pilot operation of the Yuma Desalting Plant in March 2011. Metropolitan's contribution for the funding agreement was \$8,395,313. Metropolitan's yield from the pilot run of the project was 24,397 acre-feet.

In November 2012, Metropolitan executed agreements in support of a program to augment Metropolitan's Colorado River supply from 2013 through 2017 through an international pilot project in Mexico. Metropolitan's share of the costs will be \$5 million for a total of 47,500 acre-feet of project supplies. The costs will be paid between 2014 and 2017, and the conserved water will be credited to Metropolitan's intentionally-created surplus water account in 2017. See "METROPOLITAN'S WATER SUPPLY—Colorado River Aqueduct—*Intentionally-Created Surplus Program*" below.

*Quantification Settlement Agreement.* The Quantification Settlement Agreement ("QSA"), executed by CVWD, IID and Metropolitan in October 2003, establishes Colorado River water use limits for IID and CVWD, provides for specific acquisitions of conserved water and water supply arrangements for up to 75 years, and restored the opportunity for Metropolitan to receive any "special surplus water" under the Interim Surplus Guidelines. See "*Interim Surplus Guidelines*" below. The QSA also allows Metropolitan to enter into other cooperative Colorado River supply programs. Related agreements modify existing conservation and cooperative water supply agreements consistent with the QSA, and set aside several disputes among California's Colorado River water agencies.

Specific programs under the QSA include lining portions of the All-American and Coachella Canals, which conserve approximately 96,000 acre-feet annually. As a result, about 80,000 acre-feet of conserved water is delivered to the San Diego County Water Authority ("SDCWA") by exchange with Metropolitan. Metropolitan also takes delivery of 16,000 acre-feet annually that will be made available for the benefit of the La Jolla, Pala, Pauma, Rincon and San Pasqual Bands of Mission Indians, the San Luis Rey River Indian Water Authority, the City of Escondido and the Vista Irrigation District, upon completion of a water rights settlement, expected in 2013. An amendment to the 1988 Conservation Agreement between Metropolitan and IID and an associated 1989 Approval Agreement among Metropolitan, IID, CVWD and PVID, extended the term of the 1988 Conservation Agreement and limited the single year amount of water used by CVWD to 20,000 acre-feet. Also included under the QSA is the Delivery and Exchange Agreement between Metropolitan and CVWD that provides for Metropolitan to deliver annually up to 35,000 acre-feet of Metropolitan's State Water Project contractual water to CVWD by exchange with Metropolitan's available Colorado River supplies. In calendar year 2011, under a supplemental agreement with CVWD, Metropolitan delivered 105,000 acre-feet which consisted of the full 35,000 acre-feet for 2011 plus advance delivery of the full contractual amounts for 2012 and 2013. In 2021, the transfer of water conserved annually by IID to SDCWA is expected to reach 205,000 acre-feet. See description below under the caption "*—Sale of Water by the Imperial Irrigation District to San Diego County Water Authority*"; see also "METROPOLITAN REVENUES—Principal Customers" in this Appendix A. With full implementation of the programs identified in the QSA, at times when California is limited to its basic apportionment of 4.4 million acre-feet per year, Metropolitan expects to be able to annually divert to its service area approximately 850,000 acre-feet of Colorado River water plus water from other water augmentation programs it develops, including the PVID program, which provides up to approximately 130,000 acre-feet of water per year. (Amounts of Colorado

*DRAFT May 1, 2013*

River water received by Metropolitan in 2003 through 2012 are discussed under the heading “—Colorado River Aqueduct—*General*” above.)

A complicating factor in completing the QSA was the fate of the Salton Sea, an important habitat for a wide variety of fish-eating birds as a stopover spot along the Pacific flyway. Some of these birds are listed as threatened or endangered species under the State and Federal ESAs. Located at the lowest elevations of an inland basin and fed primarily by agricultural drainage with no outflows other than evaporation, the Salton Sea is trending towards hyper-salinity, which has already impacted the Salton Sea’s fishery. Without mitigation, the transfer of water from IID to SDCWA, one of the core programs implemented under the QSA, would reduce the volume of agricultural run-off from IID into the Salton Sea, which in turn would accelerate this natural trend of the Salton Sea to hyper-salinity. See “—*Sale of Water by the Imperial Irrigation District to San Diego County Water Authority*” below. In passing legislation to implement the QSA, the State Legislature committed the State to undertake restoration of the Salton Sea ecosystem. Restoration of the Salton Sea is subject to selection and approval of an alternative by the Legislature and funding of the associated capital improvements and operating costs. The Secretary for the California Natural Resources Agency submitted an \$8.9-billion preferred alternative for restoration of the Salton Sea to the Legislature in May 2007. While withholding authorization of the preferred alternative, the Legislature has appropriated funds from Proposition 84 to undertake demonstration projects and investigations called for in the Secretary’s recommendation. On September 25, 2010, then-Governor Schwarzenegger signed Senate Bill 51, establishing the “Salton Sea Restoration Council” as a state agency in the Natural Resources Agency to oversee restoration of the Salton Sea. The council was directed to evaluate alternative Salton Sea restoration plans and to report to the Governor and the Legislature by June 30, 2013 with a recommended plan.

The QSA implementing legislation also established the Salton Sea Restoration Fund, to be funded in part by payments made by the parties to the QSA and fees on certain water transfers among the parties to the QSA. Under the QSA agreements Metropolitan agreed to pay \$20 per acre-foot into the Salton Sea Restoration Fund for any special surplus Colorado River water that Metropolitan elects to take under the Interim Surplus Guidelines, if available. Metropolitan also agreed to acquire up to 1.6 million acre-feet of water conserved by IID, excluding water transferred from IID to SDCWA (see “—*Sale of Water by the Imperial Irrigation District to San Diego County Water Authority*” below), if such water can be transferred consistent with plans for Salton Sea restoration, at an acquisition price of \$250 per acre-foot (in 2003 dollars), with net proceeds to be deposited into the Salton Sea Restoration Fund. No conserved water has been made available to Metropolitan under this program. As part of an effort to mitigate the effects of the drought in the Colorado River Basin that began in 2000, Metropolitan elected not to take delivery of special surplus Colorado River water that was available from October 2003 through 2004 and from 2006 through 2007. No special surplus water has been available since 2007. Metropolitan may receive credit for the special surplus water payments against future contributions for the Lower Colorado River Multi-Species Conservation Program (see “—*Environmental Considerations*” below). In consideration of these agreements, Metropolitan will not have or incur any liability for restoration of the Salton Sea.

*Sale of Water by the Imperial Irrigation District to San Diego County Water Authority.* On April 29, 1998, SDCWA and IID executed an agreement (the “Transfer Agreement”) for SDCWA’s purchase from IID of Colorado River water that is conserved within IID. An amended Transfer Agreement, executed as one of the QSA agreements, set the maximum transfer amount at 205,000 acre-feet in 2021, with the transfer gradually ramping up to that amount over an approximately twenty-year period, stabilizing at 200,000 acre-feet per year beginning in 2023.

No facilities exist to deliver water directly from IID to SDCWA. Accordingly, Metropolitan and SDCWA entered into an exchange contract, pursuant to which SDCWA makes available to Metropolitan at its intake at Lake Havasu on the Colorado River the conserved Colorado River water acquired by SDCWA from IID and water allocated to SDCWA that has been conserved as a result of the lining of the All-American and Coachella Canals. See “—*Quantification Settlement Agreement*” above. Metropolitan delivers an equal

*DRAFT May 1, 2013*

volume of water from its own sources of supply through portions of its delivery system to SDCWA. The deliveries to both Metropolitan and SDCWA are deemed to be made in equal monthly increments. In consideration for the conserved water made available to Metropolitan by SDCWA, a lower rate is paid by SDCWA for the exchange water delivered by Metropolitan. The price payable by SDCWA is calculated using the charges set by Metropolitan's Board from time to time to be paid by its member agencies for the conveyance of water through Metropolitan's facilities. See "METROPOLITAN REVENUES--Wheeling and Exchange Charges" and "--Litigation Challenging Rate Structure" in this Appendix A for a description of Metropolitan's charges for the conveyance of water through Metropolitan's facilities and litigation in which SDCWA and IID are challenging such charges. In 2009, 140,188 acre-feet were delivered by SDCWA for exchange, consisting of 60,000 acre-feet of IID conservation plus 25,759 acre-feet and 54,429 acre-feet of conserved water from the Coachella Canal and All-American Canal lining projects, respectively. In 2010, 151,507 acre-feet were delivered by SDCWA for exchange, consisting of 70,000 acre-feet of IID conservation plus 81,507 acre-feet of conserved water from the combined Coachella Canal and All-American Canal lining projects. In 2011, 143,243 acre-feet were delivered by SDCWA for exchange, consisting of 63,278 acre-feet of IID conservation plus 79,965 acre-feet of conserved water from the Coachella Canal and All-American Canal lining projects.

The QSA agreements provided for delivery of 80,000 acre-feet of water conserved by IID in 2011. The delivery of conserved water fell short by 16,722 acre-feet. In accordance with the terms of the exchange contract, Metropolitan served SDCWA with a Notice of Default. The exchange contract provides that SDCWA will pay the lower water rate based on deliveries of exchange water that match the volume of conserved water made available by IID in each calendar year. Metropolitan has invoiced SDCWA for its higher water rate on the 16,722 acre-feet of additional non-exchange water delivered in 2011. SDCWA paid this invoice under protest. Metropolitan has agreed to exchange with SDCWA up to an additional 16,722 acre-feet in 2012 if IID delivers that volume of conserved water after IID has met its 2012 obligation of 90,000 acre-feet.

*QSA Related Litigation.* On November 5, 2003, IID filed a validation action in Imperial County Superior Court, seeking a judicial determination that thirteen agreements associated with the IID/SDCWA water transfer and the QSA are valid, legal and binding. Other lawsuits also were filed contemporaneously challenging the execution, approval and implementation of the QSA on various grounds. All of the QSA cases were coordinated in Sacramento Superior Court. Between early 2004 and late 2009, a number of pre-trial challenges and dispositive motions were filed by the parties and ruled on by the court, which reduced the number of active cases and narrowed the issues for trial, the first phase of which began on November 9, 2009 and concluded on December 2, 2009. One of the key issues in this first phase was the constitutionality of the QSA Joint Powers Agreement, pursuant to which IID, CVWD and SDCWA agreed to commit \$163 million toward certain mitigation and restoration costs associated with implementation of the QSA and related agreements, and the State agreed to be responsible for any costs exceeding this amount. A final judgment was issued on February 11, 2010, in which the trial court held that the State's commitment was unconditional in nature and, as such, violated the appropriation requirement and debt limitation under the California Constitution. The trial court also invalidated eleven other agreements, including the QSA, because they were inextricably interrelated with the QSA Joint Powers Agreement. Lastly, the trial court ruled that all other claims raised by the parties, including CEQA claims related to the QSA Programmatic EIR and the IID Transfer Project EIR, are moot.

In March 2010, Metropolitan, IID, CVWD, SDCWA, the State and others filed notices of appeal challenging various aspects of the trial court's ruling. On December 7, 2011, the court of appeal issued its ruling reversing, in part, the trial court's ruling. In particular, the court of appeal held that while the State's commitment to fund mitigation costs in excess of \$163 million was unconditional, actual payment of such costs was subject to a valid appropriation by the Legislature, as required under the California Constitution. Moreover, the State's commitment did not create a present debt in excess of the State Constitution's \$300,000 debt limit. Thus, the QSA Joint Powers Agreement was held to be constitutional. The court of appeal also

*DRAFT May 1, 2013*

rejected other challenges to this agreement, including that it was beyond the State's authority, there was no "meeting of the minds," and there was a conflict of interest. In light of its ruling, the court of appeal remanded the matter back to the trial court for further proceedings on the claims that had been previously dismissed as moot. A two-day bench trial was held on November 13, 2012. The case is now under submission and a ruling is expected in June 2013. The impact, if any, that this litigation might have on Metropolitan's water supplies cannot be adequately determined at this time.

On January 28, 2010, Metropolitan was served with a federal complaint filed by the County of Imperial and the Imperial County Air Pollution Control District alleging that execution and implementation of three QSA-related agreements violate NEPA and the federal Clean Air Act. The complaint named the Department of the Interior, Secretary of the Interior, Bureau of Reclamation and Commissioner of Reclamation as defendants, and Metropolitan, CVWD, IID and SDCWA as real parties in interest. With respect to NEPA, the complaint alleged that the environmental impact statement prepared by the Bureau of Reclamation; failed to adequately analyze potential impacts on the Salton Sea and on land use, growth and socioeconomics; improperly segmented various project components; failed to address cumulative impacts; and failed to address mitigation of potential impacts. With respect to the Clean Air Act, the complaint alleged that the Bureau of Reclamation failed to conduct a conformity analysis as required under the Act and Imperial County Air Pollution Control District's own rules. On April 6, 2012, the court ruled against the plaintiffs and in favor of the defendants on all claims. The court held that the plaintiffs lacked standing to pursue NEPA and Clean Air Act claims and that the NEPA claims lacked merit. On May 4, 2012, the plaintiffs filed a notice of appeal. On May 22, 2012, the non-federal defendants filed a notice of cross-appeal. Briefing on all appeals is expected to be completed by the middle of 2013.

*Navajo Nation Litigation.* The Navajo Nation filed litigation against the Department of the Interior, specifically the Bureau of Reclamation and the Bureau of Indian Affairs, in 2003, alleging that the Bureau of Reclamation has failed to determine the extent and quantity of the water rights of the Navajo Nation in the Colorado River and that the Bureau of Indian Affairs has failed to otherwise protect the interests of the Navajo Nation. The complaint challenges the adequacy of the environmental review for the Interim Surplus Guidelines (as defined under "*Interim Surplus Guidelines*" below) and seeks to prohibit the Department of the Interior from allocating any "surplus" water until such time as a determination of the rights of the Navajo Nation is completed. Metropolitan and other California water agencies filed motions to intervene in this action. In October 2004 the court granted the motions to intervene and stayed the litigation to allow negotiations among the Navajo Nation, federal defendants, CAWCD, State of Arizona and Arizona Department of Water Resources. After years of negotiations, a tentative settlement was proposed in 2012 that would provide the Navajo Nation with specified rights to water from the Little Colorado River and groundwater basins under the reservation, along with federal funding for development of water supply systems on the tribe's reservation. The proposed agreement was rejected by tribal councils for both the Navajo and the Hopi, who are now seeking to intervene. On April 29, 2013, the Navajo Nation filed a motion for adoption of a schedule to govern future proceedings, beginning with the Navajo Nation's proposed June 3, 2013, filing of a motion for leave to file a first amended complaint. The impact of this litigation on Metropolitan, if any, cannot be adequately determined at this time.

*Interim Surplus Guidelines.* In January 2001, the Secretary of the Interior adopted guidelines (the "Interim Surplus Guidelines") for use through 2016 in determining if there is surplus Colorado River water available for use in California, Arizona and Nevada. The purpose of the Interim Surplus Guidelines is to provide a greater degree of predictability with respect to the availability and quantity of surplus water through 2016. The Interim Surplus Guidelines were amended in 2007, with the new Guidelines extending through 2026 (see "*Lower Basin Shortage Guidelines and Coordinated Management Strategies for Lake Powell and Lake Mead*" below). The Interim Surplus Guidelines contain a series of benchmarks for reductions in agricultural use of Colorado River water within California by set dates.

*DRAFT May 1, 2013*

Under the Interim Surplus Guidelines, Metropolitan initially expected to divert up to 1.25 million acre-feet of Colorado River water annually under foreseeable runoff and reservoir storage scenarios from 2004 through 2016. However, an extended drought in the Colorado River Basin reduced these initial expectations. From 2000 to 2004, snow pack and runoff in the Colorado River Basin were well below average. Although runoff was slightly above average in 2005 and 2008, average annual runoff from 2000 through 2010 was 69 percent of normal, representing the driest eleven-year period on record. In November 2010, Lake Mead's elevation had dropped below 1,081 feet above sea level, the lowest elevation since 1937. On May 1, 2011, upper Colorado River Basin snowpack measured 150 percent of normal with accumulations at the highest level on record and the April-July runoff measuring 163 percent of normal. The above-normal precipitation triggered more than 4 million acre-feet of additional releases from Lake Powell to Lake Mead, the most since 1997. As of April 8, 2013, Lake Mead's elevation was 1,117 feet above sea level, or 51 percent full. SNWA and Metropolitan entered into an Agreement Relating to Implementation of Interim Colorado River Surplus Guidelines on May 16, 2002, in which SNWA and Metropolitan agreed to the allocation of unused apportionment as provided in the Interim Surplus Guidelines and on the priority of SNWA for interstate banking of water in Arizona. SNWA and Metropolitan entered into a storage and interstate release agreement on October 21, 2004. Under this program, Nevada can request that Metropolitan store unused Nevada apportionment in California. The amount of water stored through 2011 under this agreement was 70,000 acre-feet. In subsequent years, Nevada may request recovery of this stored water. As part of a recently executed amendment, it is expected that Nevada will not request return of this water before 2022. The stored water provides flexibility to Metropolitan for blending Colorado River water with State Water Project water and improves near-term water supply reliability.

*Lower Basin Shortage Guidelines and Coordinated Management Strategies for Lake Powell and Lake Mead.* In November 2007, the Bureau of Reclamation issued a Final Environmental Impact Statement ("EIS") regarding new federal guidelines concerning the operation of the Colorado River system reservoirs. These new guidelines provide water release criteria from Lake Powell and water storage and water release criteria from Lake Mead during shortage and surplus conditions in the Lower Basin, provide a mechanism for the storage and delivery of conserved system and non-system water in Lake Mead and extend the Interim Surplus Guidelines through 2026. The Secretary of the Interior issued the final guidelines through a Record of Decision signed in December 2007. The Record of Decision and accompanying agreement among the Colorado River Basin States protect reservoir levels by reducing deliveries during drought periods, encourage agencies to develop conservation programs and allow the Colorado River Basin States to develop and store new water supplies. The Colorado River Basin Project Act of 1968 insulates California from shortages in all but the most extreme hydrologic conditions.

*Intentionally-Created Surplus Program.* Metropolitan and the Bureau of Reclamation executed an agreement on May 26, 2006 for a demonstration program that allowed Metropolitan to leave conserved water in Lake Mead that Metropolitan would otherwise have used in 2006 and 2007. Only "intentionally-created surplus" water (water that has been conserved through an extraordinary conservation measure, such as land fallowing) was eligible for storage in Lake Mead under this program. See the table "Metropolitan's Water Storage Capacity and Water in Storage" under the heading "—Storage Capacity and Water in Storage" below. Metropolitan may store additional intentionally-created surplus water in Lake Mead under the federal guidelines for operation of the Colorado River system reservoirs described above under the heading "*Lower Basin Shortage Guidelines and Coordinated Management Strategies for Lake Powell and Lake Mead.*" The Secretary of the Interior will deliver intentionally-created surplus water to Metropolitan in accordance with the terms of a December 13, 2007 Delivery Agreement between the United States and Metropolitan. As of January 2013, Metropolitan had approximately 572,200 acre-feet in its intentionally-created surplus accounts, made up of water conserved by fallowing in the Palo Verde Valley and from the yield allocated to Metropolitan from the Drop 2 Reservoir Project and the Yuma Desalting Plant pilot run. Metropolitan estimates that it stored over 155,000 acre-feet of intentionally-created surplus water in 2012.

*DRAFT May 1, 2013*

*Environmental Considerations.* Federal and state environmental laws protecting fish species and other wildlife species have the potential to affect Colorado River operations. A number of species that are on either “endangered” or “threatened” lists under the ESAs are present in the area of the Lower Colorado River, including among others, the bonytail chub, razorback sucker, southwestern willow flycatcher and Yuma clapper rail. To address this issue, a broad-based state/federal/tribal/private regional partnership that includes water, hydroelectric power and wildlife management agencies in Arizona, California and Nevada have developed a multi-species conservation program for the main stem of the Lower Colorado River (the Lower Colorado River Multi-Species Conservation Program or “MSCP”). The MSCP allows Metropolitan to obtain federal and state permits for any incidental take of protected species resulting from current and future water and power operations of its Colorado River facilities and to minimize any uncertainty from additional listings of endangered species. The MSCP also covers operations of federal dams and power plants on the river that deliver water and hydroelectric power for use by Metropolitan and other agencies. The MSCP covers 27 species and habitat in the Lower Colorado River from Lake Mead to the Mexican border for a term of 50 years. Over the 50 year term of the program, the total cost to Metropolitan will be about \$88.5 million (in 2003 dollars), and annual costs will range between \$0.8 million and \$4.7 million (in 2003 dollars).

*Quagga Mussel Control Program.* In January 2007 quagga mussels were discovered for the first time in Lake Mead. Quagga mussels can reproduce quickly and, if left unmanaged, can clog intakes and raw water conveyance systems, alter or destroy fish habitats and affect lakes and beaches. Quagga mussels were introduced in the Great Lakes in the late 1980s. These organisms infest much of the Great Lakes basin, the St. Lawrence Seaway, and much of the Mississippi River drainage system. The most likely source of the quagga mussel infestation is recreational boats from water bodies around the Great Lakes, which were transported over 1,000 miles west to Lake Mead. In response to the Lake Mead finding, the California Department of Fish and Game created a multi-agency task force with Metropolitan as one of its members. The initial survey of the Colorado River to ascertain the extent of the quagga mussel colonization detected low densities in Lake Mead, Lake Mohave and Lake Havasu and in the intake of the Central Arizona Project. Quagga mussels were also detected at the Colorado River Aqueduct intake pumping plant, Gene Wash and Copper Basin reservoirs, in portions of the Colorado River Aqueduct and in Lake Skinner. A three-week shutdown of the Colorado River Aqueduct for rehabilitation and repairs in March 2007 also permitted inspection for quagga mussels. Desiccation of mussels from emptying the aqueduct during the shutdown, followed by a week of chlorination to kill or limit spread of any remaining mussels after the aqueduct was placed back in service, helped control mussels found there. Shutdowns of the Colorado River Aqueduct in July 2007, October 2007 and March 2008 permitted additional quagga mussel inspection and facilitated some control measures.

Metropolitan is working to enhance its ability to detect the mussels, studying mussel transport and settling in Metropolitan conveyance systems, assessing additional, more cost-effective methods to control mussels and developing and implementing control strategies for mussels in Metropolitan’s lakes and reservoirs. The California Department of Fish and Game has approved Metropolitan’s recreational facilities and boating plan for Diamond Valley Lake and Lake Skinner, which requires inspection of boats and quarantine of those that are potential carriers of mussels, and Metropolitan’s water releases management plan, which should minimize the potential for mussels to be introduced into new water bodies while allowing for water releases associated with dewatering of aqueducts and pipelines for maintenance, repair, or upgrades. In addition, the California Department of Fish and Game provided Metropolitan with a permit approving laboratory research on quagga mussels to advance the understanding of mussel biology in California and benefit future efforts to manage the invasive species. Future quagga mussel control efforts are expected to include infrastructure upgrades and recommendations on boating practices or additional facilities to control the spread of mussels in the Colorado River Aqueduct system and additional long-term measures. In September 2007, the Board appropriated \$5.91 million for design and construction of interim chlorination facilities at Copper Basin and Lake Mathews, design of permanent chlorination facilities at Copper Basin, Lake Mathews and Diamond Valley Lake and related quagga mussel control measures. In February 2008, the Board appropriated \$1.77 million for a new chlorine injection point at the Lake Skinner Outlet Conduit and

*DRAFT May 1, 2013*

for the procurement of liquid chlorine trailers and mobile chlorination units. In August 2008, the Board appropriated an additional \$1.87 million to complete the chlorination facilities at Copper Basin and Lake Mathews and in June 2009, the Board appropriated \$1.13 million for design and construction of a chlorination system to control quagga mussel growth at the Skinner oxidation retrofit facilities. Metropolitan estimates that its costs for controlling quagga mussels could exceed \$10 million per year.

**Water Transfer, Storage and Exchange Programs**

*General.* California's agricultural activities consume approximately 34 million acre-feet of water annually, which is approximately 80 percent of the total water used for agricultural and urban uses and 40 percent of the water used for all consumptive uses, including environmental demands. Voluntary water transfers and exchanges can make a portion of this agricultural water supply available to support the State's urban areas. Such existing and potential water transfers and exchanges are an important element for improving the water supply reliability within Metropolitan's service area and accomplishing the reliability goal set by Metropolitan's Board. Metropolitan is currently pursuing voluntary water transfer and exchange programs with State, federal, public and private water districts and individuals. The following are summary descriptions of some of these programs.

*Arvin-Edison/Metropolitan Water Management Program.* In December 1997, Metropolitan entered into an agreement with the Arvin-Edison Water Storage District ("Arvin-Edison"), an irrigation agency located southeast of Bakersfield, California. Under the program, Arvin-Edison stores water on behalf of Metropolitan. In January 2008, Metropolitan and Arvin-Edison amended the agreement to enhance the program's capabilities and to increase the delivery of water to the California Aqueduct. Up to 350,000 acre-feet of Metropolitan's water may be stored and Arvin-Edison is obligated to return up to 75,000 acre-feet of stored water in any year to Metropolitan, upon request. The agreement will terminate in 2035 unless extended. To facilitate the program, new wells, spreading basins and a return conveyance facility connecting Arvin-Edison's existing facilities to the California Aqueduct have been constructed. The agreement also provides Metropolitan priority use of Arvin-Edison's facilities to convey high quality water available on the east side of the San Joaquin Valley to the California Aqueduct. Metropolitan's current storage account under the Arvin-Edison/Metropolitan Water Management Program is shown in the table "Metropolitan's Water Storage Capacity and Water in Storage" under the heading, "—Storage Capacity and Water in Storage" below.

*Semitropic/Metropolitan Groundwater Storage and Exchange Program.* In 1994 Metropolitan entered into an agreement with the Semitropic Water Storage District ("Semitropic"), located adjacent to the California Aqueduct north of Bakersfield, to store water in the groundwater basin underlying land within Semitropic. The minimum annual yield available to Metropolitan from the program is 31,500 acre-feet of water and the maximum annual yield is 223,000 acre-feet of water depending on the available unused capacity and the State Water Project allocation. Metropolitan's current storage account under the Semitropic program is shown in the table "Metropolitan's Water Storage Capacity and Water in Storage" under the heading, "—Storage Capacity and Water in Storage" below.

*California Aqueduct Dry-Year Transfer Program.* Metropolitan has entered into agreements with the Kern Delta Water District, the Mojave Water Agency (Demonstration Water Exchange Program) and the San Bernardino Valley Municipal Water District ("SBVMWD") to insure against regulatory and operational uncertainties in the State Water Project system that could impact the reliability of existing supplies. The total potential yield for the three agreements is approximately 80,000 acre-feet of water per year when sufficient water is available.

Metropolitan entered into an agreement with SBVMWD in April 2001 to coordinate the use of facilities and State Water Project water supplies. The agreement allows Metropolitan a minimum purchase of 20,000 acre-feet on an annual basis with the option to purchase additional water when available. Also, the program includes 50,000 acre-feet of carryover storage. In addition to water being supplied using the State

*DRAFT May 1, 2013*

Water Project, the previously stored water can be returned using an interconnection between the San Bernardino Central Feeder and Metropolitan's Inland Feeder. This program terminates on December 31, 2014. Metropolitan entered into an agreement with Kern Delta Water District on May 27, 2003, for a groundwater banking and exchange transfer program to allow Metropolitan to store up to 250,000 acre-feet of State Water Contract water in wet years and permit Metropolitan, at Metropolitan's option, a return of up to 50,000 acre-feet of water annually during hydrologic and regulatory droughts. Additionally, Metropolitan entered into a groundwater banking and exchange transfer agreement with Mojave Water Agency on October 29, 2003. This agreement was amended in 2011 to allow for the cumulative storage of up to 390,000 acre-feet. The agreement allows for Metropolitan to store water in an exchange account for later return. Metropolitan's current storage account under these programs is shown in the table "Metropolitan's Water Storage Capacity and Water in Storage" under the heading, "—Storage Capacity and Water in Storage" below.

*Other Water Purchase, Storage and Exchange Programs in the San Joaquin and Sacramento Valleys.* Metropolitan has been negotiating, and will continue to pursue, water purchase, storage and exchange programs with other agencies in the Sacramento and San Joaquin Valleys. These programs involve the storage of both State Water Project supplies and water purchased from other sources to enhance Metropolitan's dry-year supplies and the exchange of normal year supplies to enhance Metropolitan's water reliability and water quality, in view of dry conditions and potential impacts from the ESA cases discussed above under the heading "—State Water Project—*Endangered Species Act Considerations.*" In addition, in the fall of 2008 DWR convened the State Drought Water Bank (the "Drought Water Bank") as a one-year program to help mitigate water shortages in 2009. During 2009, Metropolitan purchased 36,900 acre-feet of Central Valley Water supplies through the Drought Water Bank, resulting in approximately 29,000 acre-feet of water deliveries after accounting for carriage and conveyance losses. In calendar year 2010, Metropolitan participated with other State Water Contractors as a group to purchase 88,137 acre-feet of water, resulting in approximately 68,000 acre-feet of deliveries to Metropolitan after carriage and conveyance losses. Additionally during 2010, Metropolitan entered into two transactions with the Westlands Water District and the San Luis Water District, neither of which is subject to carriage losses. Under the first transaction, Metropolitan purchased 18,453 acre-feet of water. In the second, Metropolitan accepted delivery of 110,692 acre-feet of water stored in the San Luis Reservoir and returned two-thirds of that amount from Metropolitan's State Water Project supply in 2011 for a net yield of approximately 37,000 acre-feet.

Metropolitan entered into an agreement with DWR in December 2007 to purchase a portion of the water released by the Yuba County Water Agency ("YCWA"). YCWA was involved in a SWRCB proceeding in which it was required to increase Yuba River fishery flows. Within the framework of agreements known as the Yuba River Accord, DWR and the Bureau of Reclamation entered into agreements for the long-term purchase of water from YCWA. Metropolitan and other State Water Project contractors entered into separate agreements with DWR for purchase of portions of the water made available. Metropolitan's agreement allows Metropolitan to purchase at least 13,750 acre-feet to 35,000 acre-feet per year of water supplies in dry years through 2025. The agreement permits YCWA to transfer additional supplies at its discretion. For calendar years 2008, 2009 and 2010, Metropolitan purchased 26,430 acre-feet, 42,915 acre-feet and 67,068 acre-feet of water, respectively, from YCWA under this program. No purchases were made in calendar years 2011 and 2012, due to favorable water supply conditions.

*Metropolitan/CVWD/Desert Water Agency Exchange and Advance Delivery Agreement.* Metropolitan has agreements with the CVWD and the Desert Water Agency ("Desert") that require Metropolitan to exchange its Colorado River water for those agencies' State Water Project contractual water on an annual basis. Because Desert and CVWD do not have a physical connection to the State Water Project, Metropolitan takes delivery of Desert's and CVWD's State Water Project supplies and delivers a like amount of Colorado River water to the agencies. In accordance with an advance delivery agreement executed by Metropolitan, CVWD and Desert, Metropolitan has delivered Colorado River water in advance to these agencies for storage in the Upper Coachella Valley groundwater basin. In years when it is necessary to

*DRAFT May 1, 2013*

augment available supplies to meet local demands, Metropolitan has the option to meet the exchange delivery obligation through drawdowns of the advance delivery account, rather than deliver its Colorado River supply. Metropolitan's current storage account under the CVWD/Desert program is shown in the table "Metropolitan's Water Storage Capacity and Water in Storage" under the heading, "—Storage Capacity and Water in Storage" below. In addition to the CVWD/Desert exchange agreements, Metropolitan has entered into separate agreements with CVWD and Desert for delivery of non-State Water Project supplies acquired by CVWD or Desert. Similarly, Metropolitan takes delivery of these supplies from State Water Project facilities and incurs an exchange obligation to CVWD or Desert. From 2008 through 2012, Metropolitan has received a net additional supply of 33,246 acre-feet of water acquired by CVWD and Desert.

*Other Agreements.* Metropolitan is entitled to storage and access to stored water in connection with various storage programs and facilities. See "METROPOLITAN'S WATER SUPPLY—Colorado River Aqueduct" and "REGIONAL WATER RESOURCES—Local Water Supplies—*Conjunctive Use*" in this Appendix A, as well as the table "Metropolitan's Water Storage Capacity and Water in Storage" under the heading, "—Storage Capacity and Water in Storage" below.

### **Storage Capacity and Water in Storage**

Metropolitan's storage capacity, which includes reservoirs, conjunctive use and other groundwater storage programs within Metropolitan's service area and groundwater and surface storage accounts delivered through the State Water Project or Colorado River Aqueduct, is approximately 5.93 million acre-feet. In 2012, approximately 626,000 acre-feet of stored water was emergency storage that was reserved for use in the event of supply interruptions from earthquakes or similar emergencies (see "METROPOLITAN'S WATER DELIVERY SYSTEM—Seismic Considerations" in this Appendix A), as well as extended drought. Metropolitan's emergency storage requirement is established periodically to provide a six-month water supply at 75 percent of member agencies retail demand under normal hydrologic conditions. Metropolitan's ability to replenish water storage, both in the local groundwater basins and in surface storage and banking programs, has been limited by Bay-Delta pumping restrictions under the Interim Remedial Order in *NRDC v. Kempthorne* and the biological opinions issued for listed species. See "—State Water Project—*Endangered Species Act Considerations*" above. Metropolitan replenishes its storage accounts when imported supplies exceed demands. Effective storage management is dependent on having sufficient years of excess supplies to store water so that it can be used during times of shortage. Historically, excess supplies have been available in about seven of every ten years. Metropolitan forecasts that, with anticipated supply reductions from the State Water Project due to pumping restrictions, it will need to draw down on storage in about seven of ten years and will be able to replenish storage in about three years out of ten. This reduction in available supplies extends the time required for storage to recover from drawdowns and could require Metropolitan to implement its Water Supply Allocation Plan during extended dry periods.

As a result of increased State Water Project supplies and reduced demands from 2010 to 2012, Metropolitan rebuilt its storage after several years of withdrawals. From 2007 to 2009 Metropolitan drew down approximately one million acre-feet of its stored water to meet regional demands. During calendar year 2012, Metropolitan increased storage of State Water Project supplies in Central Valley groundwater storage programs by about 191,000 acre-feet. Storage in Diamond Valley Lake on January 1, 2013 was approximately 690,000 acre-feet, a decrease of about 96,000 acre-feet from Diamond Valley Lake's level on January 1, 2012. Metropolitan increased aggregate storage by approximately 349,000 acre-feet in 2012. This brought total storage at the end of 2012 to approximately 3.37 million acre-feet, including emergency storage, which was the highest end-of-year total water reserves in Metropolitan's history. The following table shows three years of Metropolitan's water in storage as of January 1, including emergency storage.

*DRAFT May 1, 2013*

**METROPOLITAN'S WATER STORAGE CAPACITY AND WATER IN STORAGE<sup>(1)</sup>**  
(in Acre-Feet)

<u>Water Storage Resource</u>	<u>Storage Capacity</u>	<u>Water in Storage January 1, 2013</u>	<u>Water in Storage January 1, 2012</u>	<u>Water in Storage January 1, 2011</u>
<b><u>Colorado River Aqueduct</u></b>				
Desert / CVWD Advance Delivery Account	800,000	321,000	203,000	178,000
Lake Mead ICS	<u>1,500,000</u>	<u>575,000</u>	<u>435,000</u>	<u>256,000</u>
<b>Subtotal</b>	<b>2,300,000</b>	<b>896,000</b>	<b>638,000</b>	<b>434,000</b>
<b><u>State Water Project</u></b>				
Arvin-Edison Storage Program	350,000	218,000	164,000	109,000
Semitropic Storage Program	350,000	285,000	245,000	111,000
Kern Delta Storage Program	250,000	178,000	135,000	82,000
San Bernardino Valley MWD				
Coordinated Operating Agreement	50,000	-0-	-0-	-0-
Mojave Storage Program	390,000 <sup>(4)</sup>	60,000	45,000	-0-
Castaic Lake and Lake Perris <sup>(2)</sup>	219,000	219,000	219,000	219,000
Metropolitan Article 56 Carryover <sup>(3)</sup>	200,000 <sup>(5)</sup>	158,000	200,000	-0-
Other State Water Project Carryover	n/a	124,000	43,000	162,000
Emergency Storage	<u>334,000</u>	<u>334,000</u>	<u>334,000</u>	<u>334,000</u>
<b>Subtotal</b>	<b>2,143,000</b>	<b>1,576,000</b>	<b>1,385,000</b>	<b>1,017,000</b>
<b><u>Within Metropolitan's Service Area<sup>(6)</sup></u></b>				
Diamond Valley Lake	810,000	690,000	786,000	638,000
Lake Mathews	182,000	102,000	142,000	139,000
Lake Skinner	<u>44,000</u>	<u>38,000</u>	<u>37,000</u>	<u>40,000</u>
<b>Subtotal</b>	<b>1,036,000</b>	<b>830,000</b>	<b>965,000</b>	<b>817,000</b>
<b><u>Member Agency Storage Programs</u></b>				
Cyclic Storage, Conjunctive Use, and Supplemental Storage	<u>455,000</u>	<u>67,000</u>	<u>32,000</u>	<u>60,000</u>
<b>Total</b>	<b><u>5,934,000</u></b>	<b><u>3,369,000</u></b>	<b><u>3,020,000</u></b>	<b><u>2,328,000</u></b>

Source: Metropolitan.

- (1) Water storage capacity and water in storage are based on accounting estimates and are subject to change.
- (2) Flexible storage allocated to Metropolitan under its State Water Contract.
- (3) Article 56 Carryover storage capacity is dependent on the annual State Water Project allocation, which varies from year to year. Article 56 water is unused water that is allocated to a state water contractor in a given year pursuant to the State Water Contract. Metropolitan's carryover water is stored in the San Luis Reservoir.
- (4) Following a period during which Metropolitan was not permitted to increase storage, the Mojave Storage Program agreement was amended in 2011 to allow for cumulative storage of up to 390,000 acre-feet.
- (5) Metropolitan's State Water Project carryover capacity ranges from 100,000 to 200,000 acre-feet, on a sliding scale that depends on the final State Water Project allocation. At allocations of 50 percent or less, Metropolitan may store 100,000 acre-feet, and at allocations of 75 percent or greater, Metropolitan may store up to 200,000 acre-feet. For the purposes of this table, the highest possible carryover capacity is displayed.
- (6) Includes 292,000 acre-feet of emergency storage in Metropolitan's reservoirs.

*DRAFT May 1, 2013*

## **Water Conservation**

The central objective of Metropolitan's water conservation program is to help ensure adequate, reliable and affordable water supplies for Southern California by actively promoting efficient water use. The importance of conservation to the region has increased in recent years because of drought conditions in the State Water Project watershed and court-ordered restrictions on Bay-Delta pumping, as described under "METROPOLITAN'S WATER SUPPLY—State Water Project" in this Appendix A. Water conservation is an integral component of Metropolitan's IRP Strategy, Water Surplus and Drought Management Plan and Water Supply Allocation Plan, each described in this Appendix A under "METROPOLITAN'S WATER SUPPLY."

Metropolitan's conservation program has largely been developed to assist its member agencies in meeting the "best management practices" ("BMP") of the California Urban Water Conservation Council's Memorandum of Understanding Regarding Urban Water Conservation in California ("CUWCC MOU") and to meet the conservation goals of the 2010 IRP Update. See "—Integrated Water Resources Plan" above. Under the terms of the CUWCC MOU and Metropolitan's Conservation Credits Program, Metropolitan assists and co-funds member agency conservation programs designed to achieve greater water use efficiency in residential, commercial, industrial, institutional and landscape uses. Metropolitan uses its Water Stewardship Rate, which is charged for every acre-foot of water conveyed by Metropolitan, together with available grant funds, to fund conservation incentives and other water management programs. All users of Metropolitan's system benefit from the system capacity made available by investments in demand management programs like the Conservation Credits Program. See "METROPOLITAN REVENUES—Rate Structure—*Water Stewardship Rate*" in this Appendix A. Direct spending by Metropolitan on active conservation incentives, including rebates for water-saving plumbing fixtures, appliances and equipment, from fiscal year 1989-90 through fiscal year 2011-12 was about \$322 million. The 2010 Integrated Water Resources Plan Update estimates that 1,037,000 acre-feet of water will be conserved annually in southern California by 2025. See "METROPOLITAN'S WATER SUPPLY—Integrated Water Resources Plan."

The Water Surplus and Drought Management Plan ("WSDM Plan"), which was adopted by Metropolitan's Board in April 1999, evolved from Metropolitan's experiences during the droughts of 1976-77 and 1987-92. The WSDM Plan splits resource actions into two major categories: Surplus Actions and Shortage Actions. The Surplus Actions store surplus water, first inside then outside the region. The Shortage Actions of the WSDM Plan are split into three sub-categories: Shortage, Severe Shortage, and Extreme Shortage. Each category has associated actions that could be taken as a part of the response to prevailing shortage conditions. Conservation and water efficiency programs are part of Metropolitan's resource management strategy through all categories.

Metropolitan's plan for allocation of water supplies in the event of shortage (the "Water Supply Allocation Plan"; see "—Water Supply Allocation Plan" below) allocates Metropolitan's water supplies among its member agencies, based on the principles contained in the WSDM Plan, to reduce water use and drawdowns from water storage reserves. Metropolitan's member agencies and retail water suppliers in Metropolitan's service area also have the ability to implement water conservation and allocation programs, and some of the retail suppliers in Metropolitan's service area have initiated conservation measures. The success of conservation measures in conjunction with the Water Supply Allocation Plan is evidenced as a contributing factor in the lower than budgeted water sales during fiscal years 2009-10, 2010-11 and 2011-12.

Legislation approved in November 2009 sets a statewide conservation target for urban per capita water use of 20 percent reductions by 2020 (with credits for existing conservation) at the retail level, providing an additional catalyst for conservation by member agencies and retail suppliers. (See "—State Water Project—*Bay-Delta Regulatory and Planning Activities*" above.) Metropolitan's water sales projections incorporate an estimate of conservation savings that will reduce retail demands. Current projections include an estimate of additional water use efficiency savings that would result from local agencies reducing their per capita water use in response to the 20 percent by 2020 conservation savings goals

*DRAFT May 1, 2013*

required by recent legislation as well as an estimate of additional conservation that would have to occur to reach Metropolitan's IRP goal of reducing overall regional per capita water use by 20 percent by 2020.

**Water Supply Allocation Plan**

The Water Supply Allocation Plan provides a formula for equitable distribution of available water supplies in case of extreme water shortages within Metropolitan's service area. Delivery within a member agency of more than its allocated amount of Metropolitan supplies will subject the member agency to a penalty of one to four times Metropolitan's full service rate for untreated Tier 2 water, depending on how much the member agency's water use for the twelve-month period beginning on July 1 exceeds its allocated amount. See "METROPOLITAN REVENUES—Water Rates by Water Category" in this Appendix A. Any penalties collected may be rebated to the member agency that paid them to fund water management projects.

The Water Supply Allocation Plan was approved by the Board in February 2008. On April 14, 2009, Metropolitan's Board adopted a resolution declaring a regional water shortage and implementing the Water Supply Allocation Plan, effective July 1, 2009. The Board set the "Regional Shortage Level" at Water Supply Allocation Plan Level 2, which required reduction of regional water use by approximately ten percent and resulted in a total allocation of about 2.09 million acre-feet of Metropolitan water in fiscal year 2009-10. On April 13, 2010, the Board adopted a resolution recognizing the continuing regional water shortage and again setting the Regional Shortage Level at Water Supply Allocation Plan Level 2, which sustained the regional water use reduction of approximately 10 percent. Due to improved hydrologic and storage conditions, on April 12, 2011, the Board terminated implementation of the 2010-11 Water Supply Allocation Plan, restoring imported water deliveries to member agencies without risk of allocation penalties. Although the Act gives each of Metropolitan's member agencies a preferential entitlement to purchase a portion of the water served by Metropolitan (see "METROPOLITAN REVENUES—Preferential Rights"), historically, these rights have not been used in allocating Metropolitan's water.

Metropolitan's member agencies and retail water suppliers in Metropolitan's service area also may implement water conservation and allocation programs within their respective service territories in times of shortage.

**REGIONAL WATER RESOURCES**

The water supply for Metropolitan's service area is provided in part by Metropolitan and in part by non-Metropolitan sources available to members. Approximately 60 percent of the water supply for Metropolitan's service area is imported water received by Metropolitan from its Colorado River Aqueduct and the State Water Project and by the City of Los Angeles (the "City") from the Los Angeles Aqueduct. While the City is one of the largest water customers of Metropolitan, it receives a substantial portion of its water from the Los Angeles Aqueduct and local groundwater supply. The balance of water within the region is produced locally, primarily from groundwater supplies and runoff.

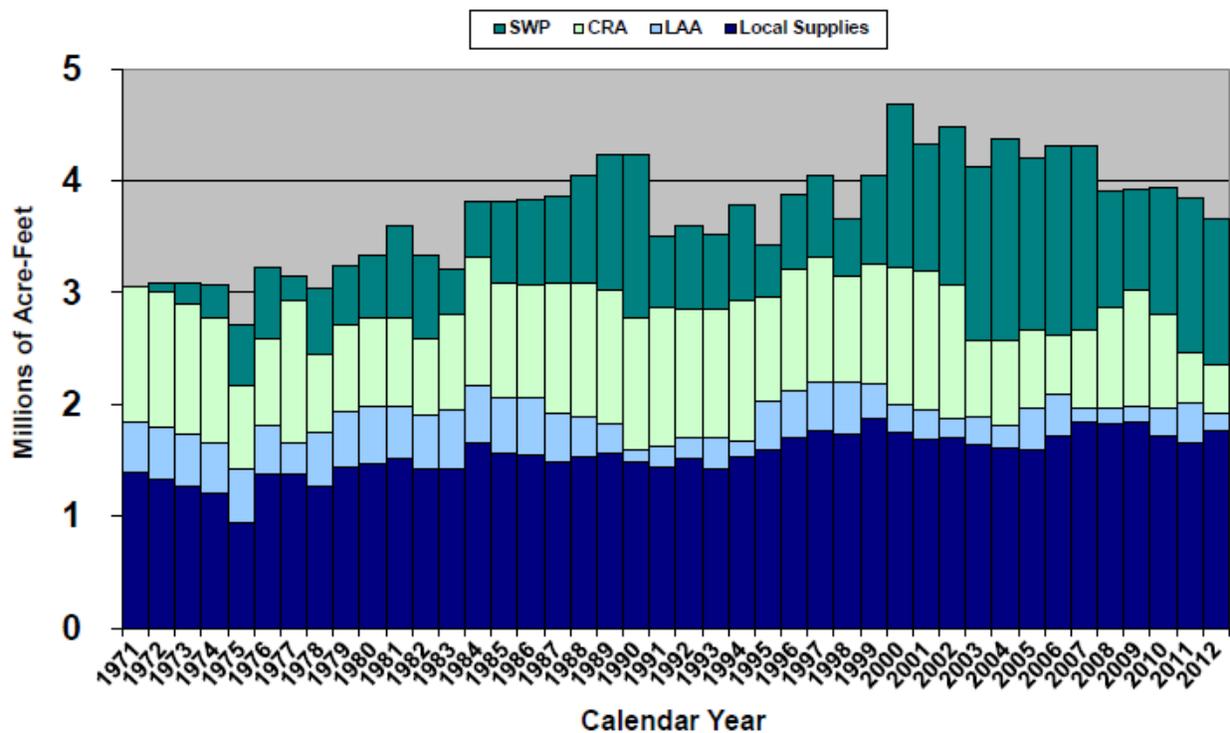
Metropolitan's member agencies are not required to purchase or use any of the water available from Metropolitan. Some agencies depend on Metropolitan to supply nearly all of their water needs, regardless of the weather. Other agencies, with local surface reservoirs or aqueducts that capture rain or snowfall, rely on Metropolitan more in dry years than in years with heavy rainfall, while others, with ample groundwater supplies, purchase Metropolitan water only to supplement local supplies and to recharge groundwater basins. The demand for supplemental supplies provided by Metropolitan is dependent on water use at the retail consumer level and the amount of locally supplied and conserved water. See "METROPOLITAN'S WATER SUPPLY—Water Conservation" in this Appendix A and "—Local Water Supplies" below. Consumer demand and locally supplied water vary from year to year, resulting in variability in water sales. Future reliance on Metropolitan supplies will be dependent, among other things, on local projects and the amount of water, if any, that may be derived from sources other than Metropolitan. In recent years, supplies and demands have been affected by drought, water use restrictions, economic conditions, weather conditions

*DRAFT May 1, 2013*

and environmental laws, regulations and judicial decisions, as described in this Appendix A under “METROPOLITAN’S WATER SUPPLY.” For information on Metropolitan’s water sales revenues, see “METROPOLITAN REVENUES” and “MANAGEMENT’S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES” in this Appendix A.

The following graph shows a summary of the regional sources of water supply for the years 1971 to 2012. Local supplies available within Metropolitan’s service area are augmented by water imported by the City through the Los Angeles Aqueduct (“LAA”) and Metropolitan supplies provided through the Colorado River Aqueduct (“CRA”) and the State Water Project (“SWP”).

**Source of Water Supply in the Metropolitan Service Area (1971-2012)**



Source: Metropolitan.

The major sources of water for Metropolitan’s member agencies in addition to supplies provided by Metropolitan are described below.

**Los Angeles Aqueduct**

The City, through its Department of Water and Power (“LADWP”), operates its Los Angeles Aqueduct system to import water from the Owens Valley and the Mono Basin on the eastern slopes of the Sierra Nevada in eastern California. Prior to the 1990-1991 drought, the City had imported an average of 440,000 acre-feet of water annually from the combined Owens Valley/Mono Basin system, of which about 90,000 acre-feet came from the Mono Basin. Under the Mono Lake Basin Water Right Decision (Decision 1631) issued in September 1994, which revised the Department of Water and Power’s water rights licenses in the Mono Basin, the City is limited to export 16,000 acre-feet annually from the Mono Basin until it reaches its target elevation of 6,391 feet above mean sea level.

*DRAFT May 1, 2013*

Pursuant to the City's turnout agreement with DWR, Antelope Valley-East Kern Water Agency ("AVEK") and Metropolitan, the Department of Water and Power commenced construction in 2010 of the turnout facilities along the California Aqueduct within AVEK's service area. Upon completion, expected by 2020, the turnout will enable delivery of water from the California Aqueduct to the Los Angeles Aqueduct. Conditions precedent to such delivery of water include obtaining agreements for the transfer of non-State Water Project water directly from farmers, water districts or others in Northern and Central California, available capacity in the California Aqueduct and compliance with State Water Project water quality requirements. The agreement allows for use of the turnout for delivery of non-State Water Project water annually to the City in amounts not to exceed the supplies lost to the City as a result of its Eastern Sierra environmental obligations, including water for the Lower Owens River Project and the Owens Lake Dust Mitigation Project which could use up to 95,000 acre-feet of Los Angeles Aqueduct water.

Historically, the Los Angeles Aqueduct and local groundwater supplies have been nearly sufficient to meet the City's water requirements during normal water supply years. As a result, prior to the 1990-1991 drought only about 13 percent of the City's water needs (approximately 82,000 acre-feet) were supplied by Metropolitan. From fiscal year 2000-01 to fiscal year 2010-11, approximately 32 to 71 percent of the City's total water requirements were met by Metropolitan. For the five fiscal years ended June 30, 2012, the City's water deliveries from Metropolitan averaged approximately 301,000 acre-feet per year, which constituted approximately 51 percent of the City's total water supply. Deliveries from Metropolitan to the City during this period varied between approximately 167,000 acre-feet per year and approximately 433,000 acre-feet per year. See "METROPOLITAN REVENUES—Principal Customers" in this Appendix A. According to the Los Angeles Department of Water and Power's Year 2010 Urban Water Management Plan, the City is planning to increase locally-developed supplies including recycled water, new conservation, stormwater recapture and groundwater cleanup from the average for the five-year period ending June 30, 2010 of 12 percent to 43 percent of its normal year supplies by fiscal year 2034-35. Accordingly, the City's reliance on Metropolitan supplies will decrease from the five year average ending June 30, 2011 of 52 percent to 24 percent of its normal year supplies by fiscal year 2034-35. However, the City may still purchase up to 511,000 acre-feet per year or 82 percent of its dry year supplies from Metropolitan over the next 25 years. This corresponds to an increase from normal to dry years of approximately 255,000 acre-feet in potential demand for supplies from Metropolitan. The level of water sales estimated in Metropolitan's adopted biennial budget and revenue requirements for fiscal years 2012-13 and 2013-14 reflect local supplies from the Los Angeles Aqueduct system and other systems at higher than normal levels based on hydrologic conditions that occurred in 2010 and 2011.

LADWP has indicated that it is currently analyzing additional impacts to the Los Angeles Aqueduct's water supply deliveries of various environmental projects aimed at improving air quality and fish and riparian habitat in the Owens Valley. In October 2012, LADWP filed a federal lawsuit challenging Owens Valley mitigation demands from air pollution control regulators. LADWP reports that, in 2012, 50 percent of its Los Angeles Aqueduct water was devoted to dust and environmental mitigation projects in the Owens Valley and Eastern Sierra, resulting in the need to purchase an equivalent amount of Metropolitan supply.

**Local Water Supplies**

Local water resources include groundwater production, recycled water production and diversion of surface flows. While local water resources are non-Metropolitan sources of water supply, Metropolitan has executed agreements for storage of Metropolitan supplies in local groundwater basins and provided incentives for local supply development as described below. Member agencies and other local agencies have also independently funded and developed additional local supplies, including groundwater storage and clean-up, recycled water and desalination of brackish or high salt content water.

Metropolitan's water sales projections are based in part on projections of locally-supplied water. Projections of future local supplies are based on estimated yields from sources and projects that are currently producing water or are under construction at the time a water sales projection is made. Additional reductions

*DRAFT May 1, 2013*

in Metropolitan's water sales projections are made to account for future local supply augmentation projects, based on the 2010 IRP Update goals. See "MANAGEMENT'S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES—Water Sales Projections" and "METROPOLITAN'S WATER SUPPLY—Integrated Water Resources Plan."

*Groundwater.* Demands for about 1.5 million acre-feet per year, about one-third of the annual water demands for approximately 18 million residents of Metropolitan's service area, are met from groundwater production. Local groundwater supplies are supported by recycled water, which is blended with imported water and recharged into groundwater basins, and also used for creating seawater barriers that protect coastal aquifers from seawater intrusion.

*Groundwater Storage Programs.* Metropolitan has executed agreements with a number of agencies to develop groundwater storage projects in its service area. These projects are designed to help meet the water delivery reliability goals of storing surplus imported supplies when available so that local agencies can withdraw stored groundwater during droughts or other periods of water supply shortage. In 2000, Metropolitan was allocated \$45 million in State Proposition 13 bond proceeds to develop groundwater storage projects in Metropolitan's service area. The nine projects provide about 212,000 acre-feet of groundwater storage and have a combined extraction capacity of about 70,000 acre-feet per year. During fiscal year 2008-09, over 70,000 acre-feet of stored water was produced and sold from these storage accounts. Fiscal year 2009-10 sales from the nine accounts totaled nearly 41,000 acre-feet, leaving a balance of approximately 26,000 acre-feet in the storage accounts. Metropolitan began refilling the programs in fiscal year 2010-11. As of January 1, 2013, the balance in the nine accounts was over 82,000 acre-feet. See table "Metropolitan's Water Storage Capacity and Water in Storage" under "METROPOLITAN'S WATER SUPPLY—Storage Capacity and Water in Storage" in this Appendix A.

*Recovered Groundwater.* Contamination of groundwater supplies is a growing threat to local groundwater production. Metropolitan has been supporting increased groundwater production and improved regional supply reliability by offering financial incentives to agencies for production and treatment of degraded groundwater since 1991. Metropolitan has executed agreements with local agencies to provide financial incentives to 22 projects that recover contaminated groundwater with total contract yields of about 111,300 acre-feet per year. During fiscal year 2011-12 Metropolitan provided incentives for approximately 40,400 acre-feet of recovered water under these agreements. Total groundwater recovery use under executed agreements is expected to grow to 67,000 acre-feet by 2015.

*Surface Runoff.* Local surface water resources consist of runoff captured in storage reservoirs and diversions from streams. Since 1980, agencies have used an average of 115,000 acre-feet per year of local surface water. Local surface water supplies are heavily influenced by year to year local weather conditions, varying from a high of 193,000 acre-feet in fiscal year 1998-99 to a low of 65,000 acre-feet in fiscal year 2002-03.

*Conjunctive Use.* Conjunctive use is accomplished when groundwater basins are used to store imported supplies during water abundant periods. The stored water is used during shortages and emergencies with a corresponding reduction in surface deliveries to the participating agencies. Regional benefits include enhancing Metropolitan's ability to capture excess surface flows during wet years from both the State Water Project and Colorado River. Groundwater storage is accomplished using spreading basins, injection wells, and in-lieu deliveries where imported water is substituted for groundwater, and the groundwater not pumped is considered stored water.

Metropolitan promotes conjunctive use at the local agency level under its Replenishment Service Program by discounting rates for imported water placed into groundwater or reservoir storage during wet months. The discounted rate and program rules encourage construction of additional groundwater production facilities allowing local agencies to be more self-sufficient during shortages. (See "*Groundwater Storage*

*DRAFT May 1, 2013*

*Programs*” above.) In calendar year 2006, Metropolitan delivered approximately 247,000 acre-feet of water as replenishment water. In calendar year 2007, Metropolitan delivered approximately 46,000 acre-feet of water as replenishment water through May 1, 2007 then discontinued such deliveries through May 10, 2011 when Metropolitan’s Board authorized sale of up to 225,000 acre-feet of discounted replenishment service deliveries to member agencies for the remainder of calendar year 2011. In calendar year 2011, Metropolitan delivered approximately 225,000 acre-feet of this discounted replenishment water. No replenishment sales are budgeted for fiscal year 2012-13 and thereafter. See “METROPOLITAN REVENUES—Classes of Water Service—*Replenishment*” and “MANAGEMENT’S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES—Water Sales Projections” in this Appendix A.

*Recycled Water.* Metropolitan has supported recycled water use to offset potable water demands and improve regional supply reliability by offering financial incentives to agencies for production and sales of recycled water since 1982. Metropolitan has executed agreements with local agencies to provide financial incentives to 71 recycled water projects with total contract yields of about 340,000 acre-feet per year. During fiscal year 2011-12, Metropolitan provided incentives for approximately 171,400 acre-feet of reclaimed water under these agreements. Total recycled water use under executed agreements is expected to grow to about 186,000 acre-feet by 2015.

*Seawater Desalination.* Metropolitan’s IRP includes seawater desalination as a core local supply and supports foundational actions to lay the groundwork for accelerating seawater desalination development as needed in the future. To encourage local development, Metropolitan has signed Seawater Desalination Program (“SDP”) incentive agreements with three of its member agencies: Long Beach, Municipal Water District of Orange County and West Basin Municipal Water District. The SDP agreements provide sliding-scale incentives of up to \$250 per acre-foot that are designed to phase out if Metropolitan’s rates surpass the unit cost of producing desalinated seawater. Metropolitan only pays the incentive on water actually produced. Agreement terms are for 25 years or until 2040, whichever comes first. SDP agreements are subject to final approval by Metropolitan’s Board after review of the complete project description and environmental documentation. The three projects are in the pilot study and planning stages and are collectively anticipated to produce up to 46,000 acre-feet annually.

On November 10, 2009, Metropolitan authorized a similar SDP incentive agreement with SDCWA and nine of its local retail agencies for a proposed desalination project in Carlsbad, anticipated to produce a minimum of 48,000 acre-feet to a maximum of 56,000 acre-feet per year. The Carlsbad Seawater Desalination Project (the “Carlsbad Project”) is being developed by Poseidon Resources LLC (“Poseidon Resources”). In November, 2012, SDCWA approved a water purchase agreement with Poseidon Resources for the Carlsbad Project for a minimum of 56,000 acre-feet per year. Neither SDCWA nor Metropolitan has executed the original multi-party incentive agreement authorized by Metropolitan, as a result of SDCWA’s negotiation of the alternative two-party agreement and litigation initiated by SDCWA challenging Metropolitan’s rate structure that, under the agreement’s terms, could have triggered proceedings for termination of the SDP incentive agreement. See “METROPOLITAN REVENUES—Litigation Challenging Rate Structure” in this Appendix A.

Three other seawater desalination projects are under consideration that would provide supplies to Metropolitan’s service area. Poseidon Resources is developing the first of these projects, a 56,000 acre-feet per year plant in Huntington Beach which is currently in the permitting phase and expected to have California Coastal Commission permit hearings in 2013. For the second project, SDCWA is studying the potential for a seawater desalination project in Camp Pendleton which would initially produce up to 56,000 acre-feet per year and potentially up to 168,000 acre-feet per year with a phased build out. In a third project, SDCWA, in collaboration with Metropolitan, Mexican government agencies and representatives from Nevada and Arizona, completed an initial feasibility study in 2010 of a desalination project in Rosarito Beach, Mexico. The project could produce up to 56,000 acre-feet per year. If developed, SDCWA and potentially Metropolitan could receive a portion of the desalinated supplies either through delivery to SDCWA or

*DRAFT May 1, 2013*

through Colorado River supply exchanges with Mexico. Otay Water District, located in San Diego County along the Mexico border, is separately considering the feasibility of purchasing water from an alternative seawater desalination project at the same site in Rosarito Beach. Approvals from a number of U.S. and Mexican federal agencies, along with local approvals, would be needed for either cross-border project to proceed.

## **METROPOLITAN'S WATER DELIVERY SYSTEM**

### **Method of Delivery**

Metropolitan's water delivery system is made up of three basic components: the Colorado River Aqueduct, the California Aqueduct of the State Water Project and Metropolitan's internal water distribution system. Metropolitan's delivery system is integrated and designed to meet the differing needs of its member agencies. Metropolitan seeks redundancy in its delivery system to assure reliability in the event of an outage. Current system expansion and other improvements will be designed to increase the flexibility of the system. Since local sources of water are generally used to their maximum each year, growth in the demand for water is partially met by Metropolitan. Accordingly, the operation of Metropolitan's water system is being made more reliable through the rehabilitation of key facilities as needed, improved preventive maintenance programs and the upgrading of Metropolitan's operational control systems. See "CAPITAL INVESTMENT PLAN" in this Appendix A.

*Colorado River Aqueduct.* Work on the Colorado River Aqueduct commenced in 1933 and water deliveries started in 1941. Additional facilities were completed by 1961 to meet additional requirements of Metropolitan's member agencies. The Colorado River Aqueduct is 242 miles long, starting at the Lake Havasu intake and ending at the Lake Mathews terminal reservoir. Metropolitan owns all of the components of the Colorado River Aqueduct, which include five pump plants, 64 miles of canal, 92 miles of tunnels, 55 miles of concrete conduits and 144 underground siphons totaling 29 miles in length. The pumping plants lift the water approximately 1,617 feet over several mountain ranges to Metropolitan's service area. See "METROPOLITAN'S WATER SUPPLY—Colorado River Aqueduct" in this Appendix A.

*State Water Project.* The initial portions of the State Water Project serving Metropolitan were completed in 1973. State Water Project facilities are owned and operated by DWR. Twenty-nine agencies have entered into contracts with DWR to receive water from the State Water Project. See "METROPOLITAN'S WATER SUPPLY—State Water Project" in this Appendix A.

*Internal Distribution System.* Metropolitan's internal water distribution system includes components that were built beginning in the 1930s and through the present. Metropolitan owns all of these components, including 14 dams and reservoirs, five regional treatment plants, over 800 miles of transmission pipelines, feeders and canals, and 16 hydroelectric plants with an aggregate capacity of 131 megawatts.

*Diamond Valley Lake.* Diamond Valley Lake, a man-made reservoir located southwest of the city of Hemet, California, covers approximately 4,410 acres and has capacity to hold approximately 810,000 acre-feet or 265 billion gallons of water. Diamond Valley Lake was constructed to serve approximately 90 percent of Metropolitan's service area by gravity flow. Associated hydraulic structures consist of an inlet-outlet tower, pumps and generating facilities, a pressure control facility, connecting tunnels and a forebay. Imported water is delivered to Diamond Valley Lake during surplus periods. The reservoir provides more reliable delivery of imported water from the State Water Project and the Colorado River Aqueduct during summer months, droughts and emergencies. In addition, Diamond Valley Lake is capable of providing more than one-third of Southern California's water needs from storage for approximately six months after a major earthquake (assuming that there has been no impairment of Metropolitan's internal distribution network). See the table "Metropolitan's Water Storage Capacity and Water in Storage" under "METROPOLITAN'S WATER SUPPLY—Storage Capacity and Water in Storage" in this Appendix A for the amount of water in

*DRAFT May 1, 2013*

storage at Diamond Valley Lake. Excavation at the project site began in May 1995. Diamond Valley Lake was completed in March 2000, at a total cost of \$2 billion, and was in full operation in December 2001.

*Inland Feeder.* The Inland Feeder is a 44-mile-long conveyance system that connects the State Water Project to Diamond Valley Lake and the Colorado River Aqueduct. The Inland Feeder provides greater flexibility in managing Metropolitan's major water supplies and allows greater amounts of State Water Project water to be accepted during wet seasons for storage in Diamond Valley Lake. In addition, the Inland Feeder increases the conveyance capacity from the East Branch of the State Water Project by 1,000 cubic-feet per second ("cfs"), allowing the East Branch to operate up to its full capacity. Construction of the Inland Feeder was completed in September 2009 at a total cost of \$1.14 billion.

*Operations Control Center.* Metropolitan's water conveyance and distribution system operations are coordinated from the Operations Control Center ("OCC") located in the Eagle Rock area of Los Angeles. The OCC plans, balances and schedules daily water and power operations to meet member agencies' demands, taking into consideration the operational limits of the entire system.

**Water Treatment**

Metropolitan filters and disinfects water at five water treatment plants: the F.E. Weymouth Treatment Plant, the Joseph Jensen Treatment Plant, the Henry J. Mills Treatment Plant, the Robert B. Diemer Treatment Plant and the Robert A. Skinner Treatment Plant. The plants treat an average of between 1.7 billion and 2.0 billion gallons of water per day, and have a maximum capacity of approximately 2.6 billion gallons per day. Approximately 60 percent of Metropolitan's water deliveries are treated water.

Federal and state regulatory agencies continually monitor and establish new water quality standards. New water quality standards could affect availability of water and impose significant compliance costs on Metropolitan. The Safe Drinking Water Act ("SDWA") was amended in 1986 and again in 1996. The SDWA establishes drinking water quality standards, monitoring, public notification and enforcement requirements for public water systems. To achieve these objectives, the U.S. Environmental Protection Agency ("USEPA"), as the lead regulatory authority, promulgates national drinking water regulations and develops the mechanism for individual states to assume primary enforcement responsibilities. The California Department of Public Health ("CDPH"), formerly known as the Department of Health Services, has lead authority over California water agencies. Metropolitan continually monitors new water quality laws and regulations and frequently comments on new legislative proposals and regulatory rules.

In October 2007, Metropolitan began adding fluoride to treated water at all five of its treatment plants for regional compliance with Assembly Bill 733, enacted in 1995, which requires fluoridation of any public water supply with over 10,000 service connections in order to prevent tooth decay, subject to availability of sufficient funding. Design and construction of the fluoridation facilities at Metropolitan's five treatment plants were funded primarily by a \$5.5 million grant from the California Dental Association Foundation, in conjunction with the California Fluoridation 2010 Work Group. On August 9, 2011, four individuals filed litigation (*Foli, et al. v. Metropolitan Water District of Southern California, et al.*) in federal district court alleging deprivation of civil rights, impairment of civil rights and unfair competition based on fluoridation of Metropolitan's treated water deliveries. On April 10, 2012 the court granted Metropolitan's motion to dismiss the case without prejudice. Plaintiffs filed a first amended complaint on April 24, 2012. Metropolitan's motion to dismiss the first amended complaint was granted on January 25, 2013, dismissing the case with prejudice.

*Disinfection By-products.* As part of the requirements of the SDWA, USEPA is required to establish regulations to strengthen protection against microbial contaminants and reduce potential health risks from disinfection by-products. Disinfectants and disinfection by-products ("DBPs" and, together with disinfectants, "D/DBPs") were addressed by the USEPA in two stages. In the Stage 1 Disinfectants and Disinfection Byproducts Rule ("Stage 1 DBPR"), the maximum contaminant level ("MCL") for one of the

*DRAFT May 1, 2013*

classes of DBPs, total trihalomethanes (“TTHM”), was lowered from 100 parts per billion (“ppb”) to 80 ppb. MCLs were also set for haloacetic acids (“HAA”) and bromate (an ozone DBP). In addition, the Stage 1 DBPR includes a treatment requirement to remove disinfection by-product precursors. Compliance with these requirements started in January 2002. Metropolitan already satisfied these requirements for its Colorado River Water, which has lower levels of disinfection by-product precursors than State Water Project water. State Water Project water has a greater amount of disinfection by-product precursors and modifications to the treatment process have been made to meet the requirements of the Stage 1 DBPR. Longer-term D/DBP control has been achieved by switching to ozone as the primary disinfectant at the Mills, Jensen and Skinner treatment plants. Mills and Jensen treatment plants only receive water from the State Water Project. Ozone facilities at the Mills and Jensen plants began operating in October 2003 and July 2005, respectively. Skinner, Diemer and Weymouth water treatment plants receive a blend of water from the State Water Project and the Colorado River. Ozone facilities at the Skinner plant became operational in October 2010. The Diemer plant is nearing the end of construction of its ozone facilities with an online date anticipated by 2014. Construction of Weymouth ozone facilities is underway and anticipated to be complete in 2016. See “CAPITAL INVESTMENT PLAN—Major Projects of Metropolitan’s Capital Investment Plan” in this Appendix A. Ozone will enable these plants to reliably treat water containing higher blends of State Project water and still meet the new microbial and D/DBP standards, while also improving the aesthetics, such as taste and odor, of water delivered to consumers.

The second stage of the D/DBP Rule (“Stage 2 DBPR”) was finalized in January 2006. The Stage 2 DBPR requires water systems to meet the TTHM and HAA standards at individual monitoring locations in the distribution system as opposed to a distribution system-wide average under the Stage 1 DBPR. Metropolitan does not anticipate any further capital improvements in order to meet the Stage 2 DBPR requirements.

The Interim Enhanced Surface Water Treatment Rule and the Long Term 2 Enhanced Surface Water Treatment Rule (“LT2ESWTR”) have been implemented to simultaneously provide protection against microbial pathogens while the D/DBP rules provide reduced risk from disinfection by-products. Metropolitan does not anticipate any further capital improvements in order to meet the LT2ESWTR requirements.

*Perchlorate.* Perchlorate, used in solid rocket propellants, munitions and fireworks, has contaminated some drinking water wells and surface water sources throughout California. Perchlorate also has been detected in Metropolitan’s Colorado River water supplies. A chemical manufacturing facility near Lake Mead in Nevada is a primary source of the contamination. Remediation efforts began in 1998 and have been successful at meeting the cleanup objectives, significantly reducing the levels of perchlorate entering into the Colorado River. CDPH has established a primary drinking water standard (i.e., an MCL) of 6 ppb for perchlorate. Current perchlorate levels in Metropolitan’s Colorado River supplies are below 2 ppb.

*Chromium 6.* Hexavalent chromium or chromium 6 is one of several forms of chromium that occur in natural waters in the environment. Chromium 6 is the relatively more harmful form of chromium that is regulated under the public health standard MCL of 50 ppb for “total” chromium. There is currently no specific MCL for chromium 6. Since monitoring began in 1998, chromium 6 in Metropolitan’s treated waters has ranged from non-detect (less than 0.03 ppb) to under 1 ppb. On July 27, 2011 the California Office of Environmental Health Hazard Assessment (“OEHHA”) released a public health goal (“PHG”) of 0.02 ppb for chromium 6. Following public comment periods and workshops, the CDPH can proceed with final development of a MCL for chromium 6 and must set the state MCL as close to the PHG as is technologically and economically feasible. Despite the conservative PHG, it is expected that the adoption of a chromium 6 regulation will not materially affect the water supply to Metropolitan or result in significant compliance costs.

*Arsenic.* The federal and state MCL for arsenic in drinking water is 10 ppb. Arsenic levels in Metropolitan’s treated water supplies ranged from not detected (less than 2 ppb) to 2.7 ppb in 2012, which is within the historically expected range.

*DRAFT May 1, 2013*

## **Seismic Considerations**

*General.* Although the magnitude of damages resulting from a significant seismic event are impossible to predict, Metropolitan's water conveyance and distribution facilities are designed to either withstand a maximum probable seismic event or to minimize the potential repair time in the event of damage. The five pumping plants on the Colorado River Aqueduct have been buttressed to better withstand seismic events. Other components of the Colorado River Aqueduct are monitored for any necessary rehabilitation and repair. Metropolitan personnel and independent consultants periodically reevaluate the internal water distribution system's vulnerability to earthquakes. As facilities are evaluated and identified for seismic retrofitting, they are prioritized, with those facilities necessary for delivering or treating water scheduled for upgrade before non-critical facilities. However, major portions of the California Aqueduct and the Colorado River Aqueduct are located near major earthquake faults, including the San Andreas Fault. A significant earthquake could damage structures and interrupt the supply of water, adversely affecting Metropolitan's revenues and its ability to pay its obligations. Therefore, emergency supplies are stored for use throughout Metropolitan's service area, and a six-month reserve supply of water normally held in local storage (including emergency storage in Diamond Valley Lake) provides reasonable assurance of continuing water supplies during and after such events.

Metropolitan has an ongoing surveillance program that monitors the safety and structural performance of its 14 dams and reservoirs. Operating personnel perform regular inspections that include monitoring and analyzing seepage flows and pressures. Engineers responsible for dam safety review the inspection data and monitor the horizontal and vertical movements for each dam. Major on-site inspections are performed at least twice each year. Instruments that transmit seismic acceleration time histories for analysis any time a dam is subjected to strong motion during an earthquake are located at a number of selected sites.

In addition, Metropolitan has developed an emergency plan that calls for specific levels of response appropriate to an earthquake's magnitude and location. Included in this plan are various communication tools as well as a structured plan of management that varies with the severity of the event. Pre-designated personnel follow detailed steps for field facility inspection and distribution system patrol. Approximately 40 employees are designated to respond immediately under certain identifiable seismic events. An emergency operations center is maintained at the OCC. The OCC, which is specifically designed to be earthquake resistant, contains communication equipment, including a radio transmitter, microwave capability and a response line linking Metropolitan with its member agencies, DWR, other utilities and the State's Office of Emergency Services. Metropolitan also maintains machine, fabrication and coating shops at its facility in La Verne, California. Materials to fabricate pipe and other appurtenant fittings are kept in inventory at the La Verne site. In the event of earthquake damage, Metropolitan has taken measures to provide the design and fabrication capacity to fabricate pipe and related fittings. Metropolitan is also staffed to perform emergency repairs and has pre-qualified contractors for emergency repair needs at various locations throughout Metropolitan's service area.

*State Water Project Facilities.* The California Aqueduct crosses all major faults either by canal at ground level or by pipeline at very shallow depths to ease repair in case of damage from movement along a fault. State Water Project facilities are designed to withstand major earthquakes along a local fault or magnitude 8.1 earthquakes along the San Andreas Fault without major damage. Dams, for example, are designed to accommodate movement along their foundations and to resist earthquake forces on their embankments. Earthquake loads have been taken into consideration in the design of project structures such as pumping and power plants. The location of check structures on the canal allows for hydraulic isolation of the fault-crossing repair.

While the dams, canals, pump stations and other constructed State Water Project facilities have been designed to withstand earthquake forces, the critical supply of water from Northern California must traverse the Bay-Delta through hundreds of miles of varying levels of engineered levees that are susceptible to major

*DRAFT May 1, 2013*

failures due to flood and seismic risk. In the event of a failure of the Bay-Delta levees, the quality of the Bay-Delta's water could be severely compromised as salt water comes in from the San Francisco Bay. Metropolitan's supply of State Water Project water would be adversely impacted if pumps that move Bay-Delta water southward to the Central Valley and Southern California are shut down to contain the salt water intrusion. Metropolitan estimates that stored water supplies, Colorado River Aqueduct supplies and local water resources that would be available in case of a levee breach or other interruption in State Water Project supplies would meet demands in Metropolitan's service area for approximately twelve months. See "METROPOLITAN'S WATER SUPPLY—Storage Capacity and Water in Storage" in this Appendix A. Since the State and Federal governments control the Bay-Delta levees, repair of any levee failures would be the responsibility of and controlled by the State and Federal governments.

Metropolitan, in cooperation with the State Water Contractors, developed recommendations to DWR for emergency preparedness measures to maintain continuity in export water supplies and water quality during emergency events. These measures include improvements to emergency construction materials stockpiles in the Bay-Delta, improved emergency contracting capabilities, strategic levee improvements and other structural measures of importance to Bay-Delta water export interests, including development of an emergency freshwater pathway to export facilities in a severe earthquake. DWR utilized \$12 million in fiscal year 2007-08 for initial stockpiling of rock for emergency levee repairs and development of Bay-Delta land and marine loading facilities and has identified future funding for expanded stockpiles.

*Perris Dam.* DWR reported in July 2005 that seismic studies indicate that DWR's Perris Dam facility could sustain damage from moderate earthquakes along the San Jacinto or San Andreas faults due to potential weaknesses in the dam's foundation. The studies used technology not available when the dam was completed in 1974. Perris Dam forms Lake Perris, the terminal reservoir for the State Water Project in Riverside County, with maximum capacity of approximately 130,000 acre-feet of water. In late 2005, DWR lowered the water level in the reservoir by about 25 feet and reduced the amount of water stored in the reservoir to about 75,000 acre-feet as DWR evaluates alternatives for repair of the dam. The lower lake level elevation was intended to prevent over-topping of the dam crest in the event of a major earthquake and to prevent uncontrolled releases. In December 2006, DWR completed a study identifying various repair options, began additional geologic exploration along the base of Perris Dam and started preliminary design. DWR's preferred alternative is to repair the dam to restore the reservoir to its historical level. DWR estimates that such repairs will cost between \$340 million and \$460 million and take four to eight years to complete, once commenced. DWR released its draft EIR in January 2010 and final EIR in September 2011. On November 11, 2011, DWR certified the final EIR and filed a Notice of Determination stating its intent to proceed with the preferred alternative. Water stored in Lake Perris is used primarily by Metropolitan. Accordingly, DWR is likely to look to Metropolitan to be a major contributor toward the cost of repair of Perris Dam under Metropolitan's State Water Contract. However, Metropolitan believes that the preferred alternative primarily benefits recreation and, as such, that the bulk of any repair costs should be borne by the State. See "METROPOLITAN EXPENDITURES—State Water Contract Obligations" in this Appendix A.

**Security Measures**

Metropolitan conducts ground and air patrols of the Colorado River Aqueduct and monitoring and testing at all treatment plants and along the Colorado River Aqueduct. Similarly, DWR has in place security measures to protect critical facilities of the State Water Project, including both ground and air patrols of the State Water Project.

Although Metropolitan has constructed redundant systems and other safeguards to ensure its ability to continually deliver water to its customers, and DWR has made similar efforts, a terrorist attack or other security breach against water facilities could materially impair Metropolitan's ability to deliver water to its customers, its operations and revenues and its ability to pay its obligations.

*DRAFT May 1, 2013*

## CAPITAL INVESTMENT PLAN

### General Description

Metropolitan's current Capital Investment Plan (the "Capital Investment Plan" or "CIP") involves expansion and rehabilitation of existing facilities and construction of new facilities to provide for resource development, meet future water demands, ensure system reliability as well as enhance operational efficiency, and comply with water quality regulations. Metropolitan's CIP is regularly reviewed and updated. Implementation and construction of specific elements of the program are subject to Board approval, and the amount and timing of borrowings will depend upon, among other factors, status of construction activity and water demands within Metropolitan's service area. From time to time projects that have been undertaken are delayed, redesigned or deferred by Metropolitan for various reasons and no assurance can be given that a project in the CIP will be completed in accordance with its original schedule or that any project will be completed as currently planned.

### Projection of Capital Investment Plan Expenditures

The table below sets forth the projected CIP expenditures in the adopted biennial budget for fiscal years 2012-13 and 2013-14, including replacement and refurbishment expenditures, by project type for the fiscal years ending June 30, 2013 through 2017. The requirements of the CIP from fiscal year 2012-13 through fiscal year 2016-17 are estimated to be approximately \$1.45 billion in escalated dollars. This estimate is updated annually as a result of the periodic review and revision of the CIP. See "HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES" in this Appendix A.

### CAPITAL INVESTMENT PLAN PROJECTION OF EXPENDITURES<sup>(1)</sup> (Fiscal Years Ended June 30 - Dollars in Thousands)

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Total</u>
<b><u>Cost of Service</u></b>						
Source of Supply	\$ 347	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 347
Conveyance & Aqueduct	49,323	37,454	27,124	9,710	2,000	125,611
Storage	8,268	8,001	5,752	8,239	9,599	39,859
Distribution	35,201	42,734	54,827	70,509	82,548	285,819
Treatment	131,722	163,269	208,627	193,812	171,820	869,250
Administrative & General	24,999	21,158	22,171	14,992	5,493	88,813
Hydroelectric	<u>7,429</u>	<u>21,989</u>	<u>3,533</u>	<u>1,216</u>	<u>5,715</u>	<u>39,882</u>
<b>Total<sup>(2)</sup></b>	<b>\$257,289</b> <sup>(3)</sup>	<b>\$294,605</b>	<b>\$322,034</b>	<b>\$298,478</b>	<b>\$277,175</b>	<b>\$1,449,581</b>

*Source: Metropolitan.*

- (1) Fiscal year 2012-13 through 2016-17 based on the adopted biennial budget for fiscal years 2012-13 and 2013-14. Totals are rounded.
- (2) Annual totals include replacement and refurbishment expenditures for fiscal years 2012-13 through 2016-17 of \$132 million, \$154 million, \$127 million, \$184 million, and \$200 million, respectively, for a total of \$797 million for fiscal years 2012-13 through 2016-17.
- (3) Based upon actual operations through January 31, 2013 and revised projections for February through June 2013, CIP expenditures for fiscal year 2012-13 are projected to be \$152 million,

The above projections do not include amounts for contingencies, but include escalation at 2.77 percent per year for projects for which formal construction contracts have not been awarded. Additional capital costs may arise in the future as a result of, among other things, federal and State water quality regulations, project changes and mitigation measures necessary to satisfy environmental and regulatory

*DRAFT May 1, 2013*

requirements, and for additional facilities. See “METROPOLITAN’S WATER DELIVERY SYSTEM—Water Treatment” above.

**Capital Investment Plan Financing**

The CIP will require significant funding from debt financing (see “HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES” in this Appendix A) as well as from pay-as-you-go funding. The Board has adopted an internal funding objective to fund all capital program expenditures required for replacements and refurbishments of Metropolitan facilities from current revenues. However, in order to reduce drawdowns of reserve balances and to mitigate financial risks that could occur in upcoming years, actual and projected pay-as-you-go funding has been less than projected amounts during fiscal years 2007-08 through 2012-13. During this period, pay-as-you-go funding is now expected to be \$256 million, rather than the \$521 million originally projected for this period. As in prior years, these amounts may be reduced or increased by the Board during the fiscal year. To limit the accumulation of cash and investments in the Replacement and Refurbishment Fund, the maximum balance in this fund at the end of each fiscal year will be \$95 million. Amounts above the \$95 million limit will be transferred to the Revenue Remainder Fund and may be used for any lawful purpose. See “METROPOLITAN REVENUES—Financial Reserve Policy” in this Appendix A. The remainder of capital program expenditures will be funded through the issuance from time to time of water revenue bonds, which are payable from Net Operating Revenues. Metropolitan’s budget assumptions for the adopted biennial budget for fiscal years 2012-13 and 2013-14 provide for the issuance of additional water revenue bonds to fund the CIP in the amount of \$180 million in fiscal year 2012-13, \$180 million in fiscal year 2013-14, \$200 million in fiscal year 2014-15, \$180 million in fiscal year 2015-16 and \$190 million in fiscal year 2016-17. Metropolitan does not expect to issue the entire amount of \$180 million of additional water revenue bonds to fund the CIP in fiscal year 2012-13 and has not determined how that may affect the budget assumptions concerning issuances in future fiscal years.

**Major Projects of Metropolitan’s Capital Investment Plan**

*Oxidation Retrofit Facilities.* The oxidation retrofit facilities program includes the design and construction of oxidation facilities and appurtenances at all of Metropolitan’s treatment plants. This program is intended to allow Metropolitan to meet drinking water standards for disinfection by-products and reduce taste and odor incidents. The first phase of the oxidation retrofit program, at Metropolitan’s Henry J. Mills Treatment Plant in Riverside County, was completed in 2003. Oxidation retrofit at the Joseph Jensen Treatment Plant was completed July 1, 2005. The cost for these two projects was approximately \$236.4 million. Oxidation retrofit at the Robert A. Skinner plant was substantially completed in December 2009 and operational in 2010, with follow-up work expected for completion in June 2013. Expenditures at the Skinner plant through December 2012 were \$242.2 million. Total oxidation program costs at the Skinner plant are estimated to be \$245.5 million. Construction of the oxidation retrofit facilities at the Robert B. Diemer Treatment Plant was 99 percent complete as of December 2012. Construction was anticipated to be completed in April 2013 followed by operational testing and start-up. Program expenditures at the Diemer plant through December 2012 were \$348.7 million and the total program cost is projected to be \$372.9 million. The construction contract for the Weymouth oxidation facilities, the last Metropolitan treatment plant to be retrofitted, was awarded in June 2012. Oxidation program costs at the F.E. Weymouth plant, based upon the adopted budget, were estimated to be \$338.5 million. Expenditures at the Weymouth plant through December 2012 were \$80.1 million and completion is expected in fiscal year 2016-17.

*F.E. Weymouth Treatment Plant Improvements.* The F.E. Weymouth Treatment Plant was built in 1938 and subsequently expanded several times over the following 25 years. It is Metropolitan’s oldest water treatment facility. Metropolitan has completed several upgrades and refurbishment/replacement projects to maintain the plant’s reliability and improve its efficiency. These include power systems upgrades, a residual solids dewatering facility, refurbishment/replacement of the mechanical equipment in two of the eight flocculation and settling basins, a new plant maintenance facility, new chemical feed systems and storage tanks, replacement of the plant domestic/fire water system, seismic upgrades to the plant inlet structure, and a

*DRAFT May 1, 2013*

new chlorine handling and containment facility. Planned projects over the next several years include refurbishment of the plant's filters and settling basins, seismic retrofits to the filter buildings and administration building, and replacement of the valves used to control filter operation. The current cost estimate for all prior and projected improvements at the Weymouth plant, not including the ozone facilities, is approximately \$452 million, with \$180.6 million spent through December 2012. Budgeted aggregate capital expenditures for improvements at the Weymouth plant for fiscal years 2012-13 and 2013-14 are \$40.3 million.

*Robert B. Diemer Treatment Plant Improvements.* The Robert B. Diemer Treatment Plant was built in 1963 and subsequently expanded in 1968. It is Metropolitan's second oldest water treatment facility and has a capacity to treat 520 million gallons of water a day. Several upgrades and refurbishment/replacement projects have been completed at the Diemer plant, including power system upgrades, a new residual solids dewatering facility, new vehicle and plant maintenance facilities, new chemical feed systems and storage tanks, a new chlorine handling and containment facility, construction of a roller-compacted concrete slope stabilization system and a new secondary access road. The current cost estimate for all prior and projected improvements at the Diemer Treatment Plant, not including the ozone facilities, is approximately \$445.2 million, with \$173.0 million spent through June 2012. Budgeted aggregate capital expenditures for improvements at the Diemer plant for fiscal years 2012-13 and 2013-14 are \$34.4 million.

*Colorado River Aqueduct Facilities.* Deliveries through the Colorado River Aqueduct began in 1941. Through annual inspections and maintenance activities, the performance and reliability of the various components of the Colorado River Aqueduct are regularly evaluated. A major overhaul of the pump units at the five pumping plants was completed in 1988. Refurbishment or replacement of many of the electrical system components, including the transformers, circuit breakers and motor control centers, is currently under way. Projects completed over the past 10 years include replacement of high voltage circuit breakers and transformers at the five pumping plant switchyards, refurbishment of operators and power centers on the head gates downstream of the pumping plants, refurbishment/replacement of 15 isolation/control gates, replacement of cast iron pipe and other components at over 200 outlet structures with stainless steel components, replacement of pumping plant inlet trash racks, and replacement of several miles of deteriorated concrete canal liner. Additionally, many of the mechanical components at the pumping plants as well as the Copper Basin and Gene Wash Reservoirs will be evaluated and replaced or refurbished over the next few years. The currently projected cost estimate for all prior and planned refurbishment or replacement projects is \$285.8 million. Costs through December 2012 were \$143.1 million. Budgeted aggregate capital expenditures for improvements on the Colorado River Aqueduct for fiscal years 2012-13 and 2013-14 are \$74.1 million.

## **GOVERNANCE AND MANAGEMENT**

### **Board of Directors**

Metropolitan is governed by a 37-member Board of Directors. Each member public agency is entitled to have at least one representative on the Board, plus an additional representative for each full five percent of the total assessed valuation of property in Metropolitan's service area that is within the member public agency. Changes in relative assessed valuation do not terminate any director's term. Accordingly, the Board may, from time to time, have more than 37 directors.

The Board includes business, professional and civic leaders. Directors serve on the Board without compensation from Metropolitan. Voting is based on assessed valuation, with each member agency being entitled to cast one vote for each \$10 million or major fractional part of \$10 million of assessed valuation of property within the member agency, as shown by the assessment records of the county in which the member agency is located. The Board administers its policies through the Metropolitan Water District Administrative Code (the "Administrative Code"), which was adopted by the Board in 1977. The Administrative Code is periodically amended to reflect new policies or changes in existing policies that occur from time to time.

*DRAFT May 1, 2013*

## **Management**

Metropolitan's day-to-day management is under the direction of its General Manager, who serves at the pleasure of the Board, as do Metropolitan's General Counsel, General Auditor and Ethics Officer. Following is a biographical summary of Metropolitan's principal executive officers.

*Jeffrey Kightlinger, General Manager* – Mr. Kightlinger was appointed as General Manager in February 2006, leaving the position of General Counsel, which he had held since February 2002. Before becoming General Counsel, Mr. Kightlinger was a Deputy General Counsel and then Assistant General Counsel, representing Metropolitan primarily on Colorado River matters, environmental issues, water rights and a number of Metropolitan's water transfer and storage programs. Prior to joining Metropolitan in 1995, Mr. Kightlinger worked in private practice representing numerous public agencies including municipalities, redevelopment agencies and special districts. Mr. Kightlinger earned his bachelor's degree in history from the University of California, Berkeley, and his law degree from Santa Clara University.

*Marcia Scully, General Counsel* – Ms. Scully assumed the position of General Counsel in March 2012. She previously served as Metropolitan's Interim General Counsel from March 2011 to March 2012. Ms. Scully joined Metropolitan in 1995, after a decade of private law practice, providing legal representation to Metropolitan on construction, employment, Colorado River and significant litigation matters. From 1981 to 1985 she was assistant city attorney for the City of Inglewood. Ms. Scully served as president of University of Michigan's Alumnae Club of Los Angeles and is a recipient of the 1996 State Bar of California, District 7 President's Pro Bono Service Award and the Southern California Association of Non-Profit Housing Advocate of the Year Award. She is also a member of the League of Women Voters for Whittier and was appointed for two terms on the City of Whittier's Planning Commission, three years of which were served as chair. Ms. Scully earned a bachelor's degree in liberal arts from the University of Michigan, a master's degree in urban planning from Wayne State University and law degree from Loyola Law School.

*Gerald C. Riss, General Auditor* – Mr. Riss was appointed as Metropolitan's General Auditor in July 2002 and is responsible for the independent evaluation of the policies, procedures and systems of control throughout Metropolitan. Mr. Riss is a certified fraud examiner, certified financial services auditor and certified risk professional with more than 25 years of experience in accounting, audit and risk management. Prior to joining Metropolitan, Mr. Riss was Vice President and Assistant Division Head of Risk Management Administration at United California Bank/Bank of the West. He also served as Senior Vice President, director of Risk Management and General Auditor of Tokai Bank of California from 1988 until its reorganization as United California Bank in 2001. He earned a bachelor's degree in accounting and master's degree in business administration from Wayne State University in Detroit, Michigan.

*Deena Ghaly, Ethics Officer* – Ms. Ghaly was appointed Ethics Officer in November 2012. Ms. Ghaly joined Metropolitan with over 20 years of legal and ethics-related experience. Prior to joining Metropolitan, she served as an administrative law judge for the California Office of Administrative Hearings. She previously was head of enforcement and general counsel for the Los Angeles City Ethics Commission, which administers and enforces the laws regarding campaign contributions, lobbying, and government ethics for the city of Los Angeles. Before moving to Southern California in 2001, Ms. Ghaly lived and worked in New York City, where she headed the labor department in the general counsel's office of a large city agency. Licensed to practice law in California, New York and New Jersey, Ms. Ghaly is knowledgeable in workplace investigations, government ethics, regulatory affairs, and labor and employment matters. She has lectured throughout the nation on various topics, including parallel criminal and administrative prosecution, due process in administrative procedures, and effective internal investigations. Ms. Ghaly earned a bachelor's degree in philosophy from Wellesley College in Massachusetts and a law degree from Cornell Law School.

*Gary Breaux, Assistant General Manager/Chief Financial Officer* – Mr. Breaux has had extensive experience working for local governments since 1983. From 1994 until joining Metropolitan in October 2011, he served as Director of Finance for East Bay Municipal Utility District (EBMUD). At EBMUD, he

*DRAFT May 1, 2013*

was responsible for all financial areas, including treasury operations, debt management, rates, internal audit, accounting and reporting, risk management and customer and community services. Prior to joining EBMUD, he was Director of Finance for the City of Oakland, California. A native of Colorado, Mr. Breaux received a Bachelor of Science degree in Business from the University of Colorado in 1977 and a Masters degree in Public Administration in 1987 from Virginia Commonwealth University. He is a Certified Public Accountant. Mr. Breaux is a member of the American Water Works Association and the American Institute of Certified Public Accountants.

*Debra Man, Assistant General Manager/Chief Operating Officer* – Ms. Man was appointed to this position in December 2003. Ms. Man has worked at Metropolitan since 1986, beginning as an engineer and advancing to Chief of the Planning and Resources Division. As Chief of Planning and Resources she was responsible for major initiatives adopted by Metropolitan’s Board, such as the Integrated Water Resources Plan, rate structure, and facility plans for expansion of Metropolitan’s distribution system. In 1999, she was appointed as Vice President of Water Transfers and Exchanges, responsible for securing water supplies through agreements and partnerships with other water and agricultural interests in San Joaquin Valley and Southern California and demonstrating Metropolitan’s water supply reliability in compliance with current laws. Ms. Man is a registered professional civil engineer in California and Hawaii. She has a master’s degree in civil/environmental engineering from Stanford University and a bachelor’s degree in civil engineering from the University of Hawaii.

*Roger Patterson, Assistant General Manager/Strategic Initiatives* – Mr. Patterson was appointed Assistant General Manager in March 2006. He is responsible for overseeing water supply and planning issues, including the Colorado River and State Water Project. He previously served as a consultant to Metropolitan on Colorado River issues. Mr. Patterson was the director of the Nebraska Department of Natural Resources from 1999 to 2005, where he was responsible for water administration, water planning, flood-plain delineation, dam safety and the state databank. Prior to his work in Nebraska, Mr. Patterson spent 25 years with the Bureau of Reclamation, retiring from the Bureau as the Regional Director for the Mid-Pacific Region. He is a registered professional engineer in Nebraska and Colorado, and earned bachelor’s and master’s degrees in engineering from the University of Nebraska.

*Gilbert F. Ivey, Assistant General Manager/Chief Administrative Officer* – Mr. Ivey is the Chief Administrative Officer and is responsible for human resources, real property management, strategic land development and Metropolitan’s small business program. Mr. Ivey has been with Metropolitan for 40 years, starting as a summer trainee in the Engineering Division. He has held various positions in Finance, Right-of-Way and Land, Operation, Human Resources and Executive Offices. He earned a bachelor’s degree in business administration from California State University, Dominguez Hills and holds various professional designations and certifications in management from Pepperdine University and the University of Southern California.

*Linda Waade, Deputy General Manager/External Affairs* – Ms. Waade is responsible for Metropolitan’s communications, outreach, education and legislative matters. Prior to joining Metropolitan in August 2006, she coordinated government and community affairs for the Los Angeles office of CH2M Hill, Inc., where she provided counsel on policy development and outreach strategies for environmental and public works projects. She also maintained her own consulting firm, Waade Partners Consulting. Ms. Waade was deputy chief of staff and policy director for then Los Angeles City Councilmember Antonio R. Villaraigosa from July 2003 to January 2004. She served as transportation policy advisor for Los Angeles Mayor Tom Bradley from 1991-93, as chief of staff for U.S. Congressman Mel Levine in his Los Angeles district office from 1988-89 and as the congressman’s special assistant for environmental affairs from 1987-88, and was executive director of the Coalition for Clean Air, a statewide advocacy organization dedicated to air quality issues, from 1994-98. Ms. Waade earned a bachelor’s degree in political science from California State University at Los Angeles. She is a past recipient of the “Environmental Leadership Award” from the California League of Conservation Voters.

*DRAFT May 1, 2013*

## **Employee Relations**

The total number of regular full-time Metropolitan employees on February 13, 2013 was 1,719, of whom 1,205 were represented by AFSCME Local 1902, 98 by the Supervisors Association, 261 by the Management and Professional Employees Association and 135 by the Association of Confidential Employees. The remaining 20 employees are unrepresented. The four bargaining units represent 99 percent of Metropolitan's employees. The Memorandum of Understanding ("MOU") with the Association of Confidential Employees covers the period January 1, 2011 through December 31, 2015. The MOUs with the Management and Professional Employees Association and with AFSCME Local 1902 cover the period January 1, 2011 to December 31, 2016. The MOU with the Supervisors Association covers the period September 13, 2011 to December 31, 2016.

## **Risk Management**

Metropolitan is exposed to various risks of loss related to the design, construction, treatment and delivery of water. With the assistance of third party claims administrators, Metropolitan is self-insured for liability, property and workers' compensation. Metropolitan self-insures the first \$25 million per liability occurrence, with commercial liability coverage of \$75 million in excess of the self-insured retention. The \$25 million self-insured retention is maintained as a separate restricted reserve. Metropolitan is also self-insured for loss or damage to its property, with the \$25 million self-insured retention also being accessible for emergency repairs and Metropolitan property losses. In addition, Metropolitan obtains other excess and specialty insurance coverages such as directors' and officers' liability, fiduciary liability and aircraft hull and liability coverage.

Metropolitan self-insures the first \$5 million for workers' compensation with excess coverage of \$50 million. Metropolitan separately funds remaining workers' compensation and general liability claims arising from the Diamond Valley Lake and early portions of the Inland Feeder construction projects, which were insured through Owner Controlled Insurance Programs ("OCIPs"). The OCIPs for those projects have been concluded. The costs to settle and close the remaining claims for the Diamond Valley Lake and Inland Feeder construction projects are estimated to be \$1 million and \$300,000, respectively.

The self-insurance retentions and reserve levels currently maintained by Metropolitan may be modified by Metropolitan's Board at its sole discretion.

## **METROPOLITAN REVENUES**

### **General**

Until water deliveries began in 1941, Metropolitan's activities were, by necessity, supported entirely through the collection of *ad valorem* property taxes. Since the mid-1980s, water sales revenues have provided approximately 75 to 80 percent of total revenues and *ad valorem* property taxes have accounted for about 10 percent of revenues, while the remaining revenues have been derived principally from the sale of hydroelectric power, interest on investments and additional revenue sources (water standby charges and availability of service charges) beginning in 1993. *Ad valorem* taxes do not constitute a part of Operating Revenues and are not available to make payments with respect to the water revenue bonds issued by Metropolitan. *Ad valorem* taxes are applied solely to the payment of principal and interest on Metropolitan's outstanding general obligation bonds and a portion of State Water Contract payments.

The basic rate for untreated water for domestic and municipal uses increased from \$8 per acre-foot in fiscal year 1941-42 to the rate of \$593 per acre-foot for Tier 1 water, effective January 1, 2013. The *ad valorem* tax rate for Metropolitan purposes has gradually been reduced from a peak equivalent rate of 0.1250 percent of full assessed valuation in fiscal year 1945-46 to 0.0035 percent of full assessed valuation for fiscal year 2012-13. See "—Rate Structure" below. The rates charged by Metropolitan represent the wholesale cost of Metropolitan water to its member agencies, and not the cost of water to the ultimate consumer.

*DRAFT May 1, 2013*

Metropolitan does not exercise control over the rates charged by its member agencies or their subagencies to their customers.

### Summary of Receipts by Source

The following table sets forth Metropolitan's sources of receipts for the five fiscal years ended June 30, 2012. The table provides cash basis information, which is unaudited. Audited financial statements for the fiscal years ended June 30, 2012 and June 30, 2011 are provided in Appendix B - "THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER 31, 2012 AND 2011 (UNAUDITED)."

#### SUMMARY OF RECEIPTS BY SOURCE<sup>(1)</sup> Fiscal Years Ended June 30 (Dollars in Millions)

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Water Sales <sup>(2)</sup>	\$ 967.8	\$988.1	\$1,011.1	\$ 995.6	\$ 1,062.5
Net Tax Collections <sup>(3)</sup>	100.4	105.2	97.3	88.0	90.1
Additional Revenue Sources <sup>(4)</sup>	114.0	119.7	135.3	153.5	167.1
Interest on Investments	60.3	33.7	26.7	18.9	17.8
Hydroelectric Power Sales	41.1	22.5	18.8	22.1	31.0
Other Collections & Trust Funds <sup>(5)</sup>	<u>8.1</u>	<u>3.1</u>	<u>9.1</u>	<u>61.0</u>	<u>53.6</u>
Total Receipts	\$1,291.7	\$1,272.3	\$1,298.3	\$1,339.1	\$1,422.1

Source: Metropolitan.

- (1) Does not include any proceeds from the sale of bonded indebtedness.
- (2) Gross receipts in each year are for sales in the twelve months ended April 30 of such year. Water sales revenues include revenues from water wheeling and exchanges. See "METROPOLITAN REVENUES—Wheeling and Exchange Charges." Includes \$25.7 million in fiscal year 2010-11, from the Calleguas Municipal Water District related to termination of the Las Posas water storage program.
- (3) *Ad valorem* taxes levied by Metropolitan are applied solely to the payment of outstanding general obligation bonds of Metropolitan and a portion of State Water Contract payments.
- (4) Includes receipts derived from water standby charges, readiness-to-serve, and connection maintenance or capacity charges. See "—Rate Structure" and "—Additional Revenue Components" below.
- (5) In fiscal year 2010-11 includes \$10.8 million reimbursement from State Proposition 13 bond funds and \$28.2 million from the termination of the Las Posas water storage program. In fiscal year 2011-12, includes \$27.5 million from CVWD for delivery of 105,000 acre-feet under an exchange agreement between Metropolitan and CVWD.

### Revenue Allocation Policy and Tax Revenues

The Board determines the water revenue requirement for each fiscal year after first projecting the *ad valorem* tax levy for that year. The tax levy for any year is subject to limits imposed by the Act and Board policy. Currently the tax levy is set to not exceed the amount needed to pay debt service on Metropolitan's general obligation bonds and a portion of Metropolitan's share of the debt service on the general obligation bonds issued by the State to finance the State Water Project. Any deficiency between tax levy receipts and Metropolitan's share of debt service obligations on general obligation bonded debt issued by the State is expected to be paid from Operating Revenues, as defined in the Master Resolution. See "HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES" in this Appendix A. The State Water Contract requires that in the event that Metropolitan fails or is unable to raise sufficient funds by other means, Metropolitan must levy upon all property within its boundaries not exempt from taxation a tax or assessment sufficient to provide for all payments under the State Water Contract.

*DRAFT May 1, 2013*

## Water Sales Revenues

*Authority.* Water rates are established by the Board and are not subject to regulation or approval by the Public Utilities Commission of California or by any other local, State or federal agency. In accordance with the Act, water rates must be uniform for like classes of service. Metropolitan has provided three classes of water service: (1) full service; (2) replenishment (discontinued effective December 31, 2012); and (3) interim agricultural (discontinued effective December 31, 2012). See “—Classes of Water Service” below.

No member agency of Metropolitan is obligated to purchase water from Metropolitan. However, 24 of Metropolitan’s 26 member agencies entered into voluntary water supply purchase orders for water purchases, which had initial 10-year terms ending December 31, 2012. Twenty-two of such purchase orders have been extended to December 31, 2014, as described under “—Member Agency Purchase Orders” below. Consumer demand and locally supplied water vary from year to year, resulting in variability in water sales revenues. Metropolitan uses its financial reserves and budgetary tools to manage the financial impact of the variability in revenues due to fluctuations in annual water sales. See “MANAGEMENT’S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES” in this Appendix A.

*Payment Procedure.* Water is delivered to the member agencies on demand and is metered at the point of delivery. Member agencies are billed monthly and a late charge of one percent of the delinquent payment is assessed for a payment that is delinquent for no more than five business days. A late charge of two percent of the amount of the delinquent payment is charged for a payment that is delinquent for more than five business days for each month or portion of a month that the payment remains delinquent. Metropolitan has the authority to suspend service to any member agency delinquent for more than 30 days. Delinquencies have been rare; in such instances late charges have been collected. No service has been suspended because of delinquencies.

*Water Sales.* The following table sets forth the acre-feet of water sold and water sales receipts (including receipts from water wheeling and exchanges) for the five fiscal years ended June 30, 2012. The table provides cash basis information. Water sales revenues of Metropolitan for the two fiscal years ended June 30, 2012 and June 30, 2011, respectively, on an accrual basis, are shown in Appendix B - “THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR’S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER 31, 2012 AND 2011 (UNAUDITED).”

### SUMMARY OF WATER SOLD AND WATER SALES RECEIPTS Fiscal Years Ended June 30 (Cash Basis)

<u>Year</u>	<u>Acre-Feet<sup>(1)</sup> Sold</u>	<u>Gross Receipts<sup>(4)</sup> (in millions)</u>	<u>Average Receipts Per Acre Foot<sup>(5)</sup></u>	<u>Average Rate Per 1000 Gallons</u>
2008	2,305,364	\$ 967.8	\$ 420	\$ 1.29
2009	2,166,936	988.1	456	1.40
2010	1,857,564	1,011.1	544	1.67
2011 <sup>(2)</sup>	1,632,277	995.6	610	1.87
2012 <sup>(3)</sup>	1,676,855	1,062.5	634	1.94

Source: Metropolitan. (Footnotes on next page)

*DRAFT May 1, 2013*

- (1) Year ended April 30.
- (2) Includes the sale of 34,519 acre-feet and the receipt of \$25.7 million from the Calleguas Municipal Water District related to termination of the Las Posas water storage program.
- (3) Includes 225,000 acre-feet of replenishment sales.
- (4) Gross receipts in each year are for sales in the twelve months ended April 30 of such year, with rates and charges invoiced in May and payable by the last business day of June of each year. Includes revenues from water wheeling and exchanges. See “METROPOLITAN REVENUES—Wheeling and Exchange Charges”.
- (5) Gross receipts divided by acre-feet sold. An acre-foot is approximately 326,000 gallons. See table entitled “SUMMARY OF WATER RATES” in this Appendix A for a description of water rates and classes of service.

**Rate Structure**

The following rates and charges are elements of Metropolitan’s rate structure for full service water deliveries:

*Tier 1 and Tier 2 Water Supply Rates.* The Tier 1 and Tier 2 Water Supply Rates are designed to recover Metropolitan’s water supply costs. The Tier 2 Supply Rate is designed to reflect Metropolitan’s costs of acquiring new supplies. Member agencies are charged the Tier 1 or Tier 2 Water Supply Rate for water purchases, as described under “—Member Agency Purchase Orders” below.

*System Access Rate.* The System Access Rate is intended to recover a portion of the costs associated with the conveyance and distribution system, including capital, operating and maintenance costs. All users (including member agencies and third-party entities wheeling or exchanging water; see “—Wheeling and Exchange Charges” below) of the Metropolitan system pay the System Access Rate.

*Water Stewardship Rate.* The Water Stewardship Rate is charged on a dollar per acre-foot basis to collect revenues to support Metropolitan’s financial commitment to conservation, water recycling, groundwater recovery and other water management programs approved by the Board. The Water Stewardship Rate is charged for every acre-foot of water conveyed by Metropolitan because all users of Metropolitan’s system benefit from the system capacity made available by investments in demand management programs.

*System Power Rate.* The System Power Rate is charged on a dollar per acre-foot basis to recover the cost of power necessary to pump water from the State Water Project and Colorado River through the conveyance and distribution system for Metropolitan’s member agencies. The System Power Rate is charged for all Metropolitan supplies. Entities wheeling non-Metropolitan water supplies will pay the actual cost of power to convey water on the State Water Project, the Colorado River Aqueduct or the Metropolitan distribution system, whichever is applicable.

*Treatment Surcharge.* Metropolitan charges a treatment surcharge on a dollar per acre-foot basis for treated deliveries. The treatment surcharge is set to recover the cost of providing treated water service, including capital and operating cost.

*Water Supply Surcharge.* Effective January 1, 2009, Metropolitan adopted a Water Supply Surcharge of \$25 per acre-foot, applicable to Full Service Tier 1 untreated and treated water rates and to the Interim Agricultural Water Program untreated and treated water rates. The Water Supply Surcharge was intended to recover the costs of additional water transfers purchased to augment supplies from the State Water Project. These costs were anticipated to be about \$50 million in fiscal year 2008-09. However, on April 14, 2009 Metropolitan’s Board adopted a Delta Supply Surcharge, which, effective September 1, 2009, eliminated and replaced the Water Supply Surcharge. See “—Delta Supply Surcharge” below.

*Delta Supply Surcharge.* On April 13, 2010, Metropolitan’s Board adopted a Delta Supply Surcharge of \$51 and \$58 per acre-foot, effective January 1, 2011 and January 1, 2012, respectively, and applicable to all Tier 1, Interim Agricultural Water Program and Replenishment water rates. The Delta Supply Surcharge

*DRAFT May 1, 2013*

was designed to recover the additional supply costs Metropolitan faces as a result of pumping restrictions associated with the USFWS biological opinion on Delta smelt and other actions to protect endangered fish species. The Delta Surcharge was intended to remain in effect until a long-term solution for the Bay-Delta is achieved. Metropolitan anticipated that the Delta Supply Surcharge would be reduced or suspended as interim Delta improvements ease pumping restrictions, resulting in lower costs for additional supplies. On April 10, 2012, the Board suspended the Delta Supply Surcharge, effective July 1, 2012.

The amount of each of these rates since January 1, 2007, is shown in the table entitled “SUMMARY OF WATER RATES” under “—Water Rates by Water Category” below.

**Litigation Challenging Rate Structure**

SDCWA filed *San Diego County Water Authority v. Metropolitan Water District of Southern California, et al.* on June 11, 2010. The complaint alleges that the rates adopted by the Board on April 13, 2010, which became effective January 1, 2011, misallocate State Water Contract costs to the System Access Rate and the System Power Rate, and thus to charges for transportation of water, and that this results in an overcharge to SDCWA by at least \$24.5 million per year. The complaint alleges that all State Water Project costs should be allocated instead to Metropolitan’s Supply Rate, even though under the State Water Contract Metropolitan is billed separately for transportation, power and supply costs. It states additionally that Metropolitan will overcharge SDCWA by another \$5.4 million per year by including the Water Stewardship Rate in transportation charges. Eight of Metropolitan’s member agencies (the Cities of Glendale, Los Angeles and Torrance, Municipal Water District of Orange County and Foothill, Las Virgenes, Three Valleys and West Basin Municipal Water Districts) answered the complaint in support of Metropolitan. IID joined the litigation in support of SDCWA’s challenge to Metropolitan’s charges for transportation of water.

The complaint requested a court order invalidating the rates and charges adopted April 13, 2010, and that Metropolitan be mandated to allocate costs associated with State Water Project supplies and the Water Stewardship Rate to water supply charges and not to transportation charges. Rates in effect in prior years are not challenged in this lawsuit. Metropolitan contends that its rates are reasonable, equitably apportioned among its member agencies and lawful, and were adopted under a valid rate structure and cost of service approach developed in a multi-year collaborative process with its member agencies that has been in place since 2002. Nevertheless, to the extent that a court invalidates Metropolitan’s adopted rates and charges, Metropolitan will be obligated to adopt rates and charges that comply with any mandates imposed by the court. Metropolitan expects that such rates and charges would still recover Metropolitan’s cost of service. As such, revenues would not be affected. If Metropolitan’s rates are revised in the manner proposed by SDCWA in the complaint, other member agencies may pay higher rates unless other actions are taken by the Board.

SDCWA filed its First Amended Petition for Writ of Mandate and Complaint on October 27, 2011, adding five new claims to this litigation, two of which were eliminated from the case on January 4, 2012. The three remaining new claims are for breach of the water exchange agreement between Metropolitan and SDCWA (described herein under “METROPOLITAN’S WATER SUPPLY—Colorado River Aqueduct—*Sale of Water by the Imperial Irrigation District to San Diego County Water Authority*”) based on allegedly illegal calculation of rates; improper exclusion of SDCWA’s payments under this exchange agreement from calculation of SDCWA’s preferential rights to purchase Metropolitan supplies (see “—Preferential Rights” below); and illegality of “rate structure integrity” provisions in conservation and local resources incentive agreements between Metropolitan and SDCWA. Such “rate structure integrity” provisions permit the Board to terminate incentives payable under conservation and local resources incentive agreements between Metropolitan and a member agency due to certain actions by the member agency to challenge the rates that are the source of incentive payments. In June 2011, Metropolitan’s Board authorized termination of two incentive agreements with SDCWA under the “rate structure integrity” provisions in such agreements after SDCWA filed its initial complaint challenging Metropolitan’s rates. SDCWA filed a Second Amended Petition for Writ of Mandate and Complaint on April 17, 2012, which contains additional allegations but no new causes of action.

*DRAFT May 1, 2013*

While believing that the three surviving claims added to the challenge to Metropolitan's rates adopted in April 2010 lack merit, Metropolitan is unable to assess at this time the likelihood of success of these or any future claims or the potential impact on Metropolitan's revenues or operations.

Metropolitan held \$13 million in its financial reserves pursuant to the exchange contract between Metropolitan and SDCWA as of June 30, 2011, due to SDCWA's litigation challenging Metropolitan's rate structure. This amount increased to \$50 million as of the end of fiscal year 2011-12 and \$67.5 million as of December 31, 2012. See "—Financial Reserve Policy" below. Amounts held pursuant to the exchange agreement will continue to accumulate based on the quantities of exchange water that Metropolitan provides to SDCWA and the amount of charges disputed by SDCWA. These amounts are transferable to SDCWA if it prevails in the litigation.

On June 8, 2012, SDCWA filed a new lawsuit challenging the rates adopted by Metropolitan on April 10, 2012 and effective on January 1, 2013 and January 1, 2014. See "—Rate Structure" above and "—Water Rates by Water Category" below for a description of Metropolitan's water rate structure and the rates and charges adopted on April 10, 2012. The complaint contains allegations similar to those in the Second Amended Petition for Writ of Mandate and Complaint and new allegations asserting that Metropolitan's rates, adopted in April 2012, violate Proposition 26. See "—California Ballot Initiatives" below for a description of Proposition 26. Metropolitan contends that its rates adopted on April 10, 2012 are reasonable, equitably apportioned among its member agencies and lawful and were adopted under a valid rate structure and cost of service approach. Metropolitan will defend this new litigation. Ten of Metropolitan's member agencies (the eight member agency parties to SDCWA's first lawsuit, Eastern Municipal Water District and Western Municipal Water District of Riverside County) answered the complaint in support of Metropolitan and IID joined the litigation in support of SDCWA. Metropolitan is unable to assess at this time the likelihood of success of this litigation or any future claims.

SDCWA filed a Third Amended Petition for Writ of Mandate and Complaint on January 23, 2013, to add new allegations that Metropolitan's rates adopted in April 2010 did not meet the requirements of Proposition 26, approved by California voters in November 2010. The court granted Metropolitan's motion to strike allegations relating to Proposition 26 on March 29, 2013, expressly ruling that SDCWA may not allege a violation of Proposition 26 in its challenge to the rates adopted in April 2010. This ruling does not affect SDCWA's separate challenge to Metropolitan's rates adopted in April 2012, which also includes Proposition 26 allegations.

**Member Agency Purchase Orders**

The current rate structure provides for a member agency's agreement to purchase water from Metropolitan by means of a voluntary purchase order. In consideration of executing its purchase order, each member agency that executed a purchase order and whose purchase order is in effect will be allowed to purchase up to 90 percent of its base amount at the Tier 1 Water Supply Rate in any fiscal year during the term of the purchase order, and its base amount will be the greater of (1) its highest firm demand for Metropolitan water in any fiscal year from 1989-90 through 2001-02 or (2) its ten-year rolling average of firm demand for Metropolitan water. Amounts purchased by such agencies over the applicable base amount will be priced at the Tier 2 Water Supply Rate. See "—Rate Structure—Tier 1 and Tier 2 Water Supply Rates" above. Member agencies that do not have purchase orders in effect will be subject to Tier 2 Water Supply Rates for amounts exceeding 60 percent of their base amount (equal to the member agency's highest fiscal year demand between 1989-90 and 2001-02).

Under each purchase order, a member agency agrees to purchase, over the term of the contract, an amount of water equal to at least 60 percent of its highest firm demand for Metropolitan water in any fiscal year from 1989-90 through 2001-02 multiplied by the number of years in the contract. Member agencies are allowed to vary their purchases from year to year, but a member agency will be obligated to pay for the full

*DRAFT May 1, 2013*

amount committed under the purchase order, even if it does not take its full purchase order commitment by the end of the contract period.

Twenty-four of Metropolitan's 26 member agencies executed purchase orders for an aggregate of 12.5 million acre-feet of water over the ten years ending December 31, 2012. As of May 31, 2011, 23 of the 24 member agencies with purchase orders had met their purchase order commitments. On November 8, 2011, Metropolitan's Board authorized the General Manager to execute a withdrawal of the City of Compton's Purchase Order committing to purchase 33,720.6 acre-feet over the original ten-year period. The withdrawal was effective January 1, 2003. This lowered Compton's Tier 1 limit as if its Purchase Order had not been executed and Compton will pay the Tier 2 Supply Rate on any future water purchases over the lower limit.

On October 10, 2012, Metropolitan's Board authorized the General Manager to execute an amended and restated purchase order to provide a two-year extension of existing member agency purchase orders, previously set to expire on December 31, 2012. Twenty-two of the 23 remaining purchase orders were extended to December 31, 2014. As of January 10, 2013, the aggregate unmet purchase order commitment was 12,354 acre-feet.

**Classes of Water Service**

*Full Service Water.* Full service water service, formerly known as non-interruptible water service, includes water sold for domestic and municipal uses. Full service treated water rates are the sum of the applicable supply rate, system access rate, water stewardship rate, system power rate and treatment surcharge. Full service untreated water rates are the sum of the applicable supply rate, system access rate, water stewardship rate and system power rate. Full service water sales are the major component of Metropolitan water sales.

*Interim Agricultural Water Program.* This program provided a discounted rate for agricultural water users that, pursuant to the Act, were permitted to receive only surplus water not needed for domestic or municipal purposes. Metropolitan delivered approximately 40,000 acre-feet of agricultural water under this program in fiscal year 2009-10, approximately 21,000 acre-feet in fiscal year 2010-11 and approximately 29,000 acre-feet in fiscal year 2011-12. On October 14, 2008, the Board approved annual reductions of the Interim Agricultural Water Program discount beginning January 1, 2010 and discontinuance of the program when the discount reached zero on January 1, 2013.

*Replenishment.* Under the Replenishment Service Program, water was sold at a discounted rate to member agencies, subject to interruption upon notice by Metropolitan. The program allowed Metropolitan to deliver surplus imported water to local groundwater basins and surface storage facilities when supplies were available, with the intent that member agencies could reduce imported water deliveries from Metropolitan during periods of high demand, emergencies or times of shortage. See table entitled "SUMMARY OF WATER RATES" below.

On December 11, 2012, Metropolitan's Board eliminated the Replenishment Service Program and approved adjustments to increase member agency Tier 1 limits to reflect the historical demand for water used for long-term groundwater and surface storage replenishment. See "*—Rate Structure—Tier 1 and Tier 2 Water Supply Rates*" above. Water for groundwater replenishment now is priced at applicable full service rates. This adjustment provides additional Tier 1 limits for member agencies that historically purchased water for long-term replenishment purposes and limits their exposure to the higher Tier 2 rates. Metropolitan and its member agencies continue discussions of a potential water storage program that would encourage storing water locally and provide regional benefit.

**Water Rates by Water Category**

The following table sets forth Metropolitan's water rates by category beginning January 1, 2008. See also "MANAGEMENT'S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND

*DRAFT May 1, 2013*

EXPENDITURES—Water Sales Receipts” in this Appendix A. In addition to the base rates for untreated water sold in the different classes of service, the columns labeled “Treated” include the surcharge that Metropolitan charges for water treated at its water treatment plants. See “—Rate Structure” and “—Classes of Water Service” above for a description of current rates. See “—Litigation Challenging Rate Structure” above for a description of litigation challenging Metropolitan’s water rates.

**SUMMARY OF WATER RATES  
(Dollars per Acre-Foot)**

	<u>SUPPLY RATE</u>		<u>SYSTEM ACCESS RATE</u>	<u>WATER STEWARDSHIP RATE</u>	<u>SYSTEM POWER RATE</u>	<u>TREATMENT SURCHARGE</u>	
	<u>Tier 1</u>	<u>Tier 2</u>					
	January 1, 2008	\$ 73	\$171	\$143	\$25	\$110	\$157
January 1, 2009	\$134 <sup>(1)</sup>	\$250	\$143	\$25	\$110	\$167	
September 1, 2009	\$170 <sup>(2)</sup>	\$250	\$154	\$41	\$119	\$217	
January 1, 2010	\$170 <sup>(2)</sup>	\$280	\$154	\$41	\$119	\$217	
January 1, 2011	\$155 <sup>(3)</sup>	\$280	\$204	\$41	\$127	\$217	
January 1, 2012	\$164 <sup>(3)</sup>	\$290	\$217	\$43	\$136	\$234	
January 1, 2013*	\$140 <sup>(4)</sup>	\$290	\$223	\$41	\$189	\$254	
January 1, 2014*	\$148 <sup>(4)</sup>	\$290	\$243	\$41	\$161	\$297	

	<u>FULL SERVICE TREATED<sup>(5)</sup></u>		<u>FULL SERVICE UNTREATED<sup>(6)</sup></u>		<u>INTERIM AGRICULTURAL PROGRAM</u>		<u>REPLENISHMENT RATE</u>	
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Treated</u>	<u>Untreated</u>	<u>Treated</u>	<u>Untreated</u>
	January 1, 2008	\$508	\$606	\$351	\$449	\$394	\$261	\$390
January 1, 2009	\$579	\$695	\$412	\$528	\$465 <sup>(1)</sup>	\$322 <sup>(1)</sup>	\$436	\$294
September 1, 2009	\$701	\$781	\$484	\$564	\$587	\$394	\$558	\$366
January 1, 2010	\$701	\$811	\$484	\$594	\$615	\$416	\$558	\$366
January 1, 2011	\$744	\$869	\$527	\$652	\$687	\$482	\$601	\$409
January 1, 2012	\$794	\$920	\$560	\$686	\$765	\$537	\$651	\$442
January 1, 2013*	\$847	\$997	\$593	\$743	**	**	**	**
January 1, 2014*	\$890	\$1,032	\$593	\$735	**	**	**	**

Source: Metropolitan.

- \* Rates effective January 1, 2013 and January 1, 2014 were adopted by Metropolitan’s Board on April 10, 2012.  
 \*\* The Interim Agricultural Water Program and Replenishment Service Program were discontinued after 2012.  
 (1) Includes \$25 per acre-foot Water Supply Surcharge.  
 (2) Includes \$69 per acre-foot Delta Supply Surcharge, which replaced Water Supply Surcharge.  
 (3) Includes \$51 and \$58 per acre-foot Delta Supply Surcharge for January 1, 2011 and January 1, 2012, respectively.  
 (4) Excludes Delta Supply Surcharge, which will be suspended for 2013 and 2014.  
 (5) Full service treated water rates are the sum of the applicable Supply Rate, System Access Rate, Water Stewardship Rate, System Power Rate and Treatment Surcharge.  
 (6) Full service untreated water rates are the sum of the applicable Supply Rate, System Access Rate, Water Stewardship Rate and System Power Rate.

*DRAFT May 1, 2013*

### **Additional Revenue Components**

Additional charges for the availability of Metropolitan's water are:

*Readiness-to-Serve Charge.* This charge is designed to recover a portion of the principal and interest payments on water revenue bonds issued to fund capital improvements necessary to meet continuing reliability and water quality needs. The Readiness-to-Serve Charge ("RTS") is allocated to each member agency in proportion to the rolling ten-year share of deliveries through Metropolitan's system. The RTS generated \$101.9 million in fiscal year 2009-10, \$119.2 million in fiscal year 2010-11 and \$133.9 million in fiscal year 2011-12.

*Water Standby Charges.* The Board is authorized to impose water standby or availability of service charges. In May 1993, the Board imposed a water standby charge for fiscal year 1993-94 ranging from \$6.94 to \$15 for each acre or parcel less than an acre within Metropolitan's service area, subject to specified exempt categories. Water standby charges have been imposed at the same rate in each year since 1993-94. Standby charges are assessments under the terms of Proposition 218, a State constitutional ballot initiative approved by the voters on November 5, 1996. See "—California Ballot Initiatives" below.

Member agencies have the option to utilize Metropolitan's existing standby charge authority as a means to collect all or a portion of their RTS charge. Standby charge collections are credited against the member agencies' RTS charges. See "—*Readiness-to-Serve Charge*" above. Twenty-two member agencies collect their RTS charges through standby charges. For fiscal years 2009-10, 2010-11 and 2011-12 RTS charges collected by means of such standby charges were \$42.8 million, \$43.2 million and \$42.9 million, respectively.

*Capacity Charge.* The Capacity Charge is a fixed charge levied on the maximum summer day demand placed on Metropolitan's system between May 1 and December 30 for the three-calendar-year period ended December 31, 2010 and December 31, 2011, for charges effective 2012 and 2013 respectively. The Capacity Charge is intended to recover the cost of providing peak capacity within the distribution system. Effective January 1, 2012, the Capacity Charge was \$7,400 per cfs of maximum daily flow, which decreased to \$6,400 per cfs on January 1, 2013 and will increase to \$8,600 per cfs on January 1, 2014.

### **Financial Reserve Policy**

Metropolitan's reserve policy currently provides for a minimum unrestricted reserve balance at June 30 of each year that is based on probability studies of the wet periods that affect Metropolitan's water sales. The policy establishes a minimum targeted unrestricted reserve level based on an 18-month revenue shortfall estimate and a maximum level based on an additional two years revenue shortfall estimate. The Water Rate Stabilization and Revenue Remainder funds increased by \$35.7 million in fiscal year 2008-09 and decreased by \$29 million in fiscal year 2009-10 and \$61 million during fiscal year 2010-11, which includes \$13 million held in financial reserves pursuant to the exchange contract between Metropolitan and SDCWA (see "METROPOLITAN's WATER SUPPLY—Colorado River Aqueduct—*Sale of Water by the Imperial Irrigation District to San Diego County Water Authority*") due to the SDCWA litigation challenging Metropolitan's rate structure. See "METROPOLITAN REVENUES—Litigation Challenging Rate Structure." Additional transfers related to the SDCWA litigation were made during fiscal year 2011-12, such that this reserve increased to \$50 million as of the end of fiscal year 2011-12. As of June 30, 2012, the minimum reserve requirement was \$190 million. The maximum reserve limit at June 30, 2012 was \$458 million. Funds representing the minimum reserve level are held in the Revenue Remainder Fund, and any funds in excess of the minimum reserve level (up to the maximum reserve level) are held in the Water Rate Stabilization Fund. Reserves at June 30, 2012 totaled \$332 million, consisting of Water Rate Stabilization Fund, Revenue Remainder Fund and Water Stewardship Fund balances including the \$50 million held in Metropolitan's financial reserves pursuant to the exchange contract between Metropolitan and SDCWA due

*DRAFT May 1, 2013*

to SDCWA's litigation challenging Metropolitan's rate structure and amounts held as collateral, from time to time, by Metropolitan's swap counterparties. The amount held due to SDCWA's litigation challenging Metropolitan's rate structure as of December 31, 2012 was \$67.5 million. See "METROPOLITAN REVENUES—Rate Structure" and "—Litigation Challenging Rate Structure", "METROPOLITAN EXPENDITURES—Variable Rate and Swap Obligations" and "MANAGEMENT'S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES—Water Sales Receipts" in this Appendix A and "THE MASTER RESOLUTION—Water Revenue Fund—*Revenue Remainder Fund*" in Appendix C—SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTIONS. Unrestricted reserves in excess of the maximum reserve level may be used for any lawful purpose of Metropolitan, as directed by the Board. Consistent with State legislation, Metropolitan will ensure that any funds in excess of maximum reserve levels that are distributed to member agencies will be distributed in proportion to water sales revenues received from each member agency. Since actual reserve balances were less than the maximum reserve limit at June 30, 2012, no action was taken by the Board. In addition, Metropolitan maintains various restricted reserves, including reserves for risk retention, operations and maintenance expenses, State Water Contract payments, and other obligations and purposes.

**Wheeling and Exchange Charges**

The process for the delivery of water not owned or controlled by Metropolitan is referred to as "wheeling." Under the current rate structure, wheeling parties pay the System Access Rate and Water Stewardship Rate, Treatment Surcharge (if applicable) and power costs for wheeling transactions. See "—Rate Structure" above. These payments are included in Net Operating Revenues. Wheeling and exchange revenues totaled \$53.7 million during fiscal year 2009-10, \$51.8 million during fiscal year 2010-11, and \$89.6 million in fiscal year 2011-12. See "—Litigation Challenging Rate Structure" above for a description of litigation by the SDCWA and IID challenging Metropolitan's System Access Rate and Water Stewardship Rate.

**Hydroelectric Power Recovery Revenues**

Metropolitan has constructed 16 small hydroelectric plants on its distribution system. The plants are located in Los Angeles, Orange, Riverside and San Diego Counties at existing pressure control structures and other locations. The combined generating capacity of these plants is approximately 131 megawatts. The total capital cost of these 16 facilities is approximately \$176.1 million. Since 2000, annual energy generation sales revenues have ranged between \$16 million and nearly \$30 million. Energy generation sales revenues were \$22.1 million for fiscal year 2010-11 and \$29.6 million in fiscal year 2011-12.

Power from five of the plants is sold to DWR under an existing contract at a price based on a contractual unit rate methodology to supply power to the State Water Project. The price is updated using an annual inflationary adjustment until the contract terminates in 2019.

Power from ten of the plants is sold to the Southern California Edison Company, a subsidiary of Edison International ("Edison"), LADWP and the Southern California Public Power Authority pursuant to contracts effective November 1, 2008. All three contracts are for the sale of renewable power and are based on a fixed energy rate for the term of the contracts. The minimum contract term is five years and maximum term is fifteen years. The Edison contract will terminate on October 31, 2013.

Energy generation from a sixteenth plant, the Etiwanda Power Plant, is sold to the Pacific Gas and Electric Company ("PG&E") under a contract that was amended in November 2004 to accommodate terminating transmission and scheduling arrangements. The contract energy price is based on a formula that includes a monthly gas rate, a capital related cost and a performance factor. The contract is subject to renegotiation upon the occurrence of specified events and can be terminated by either party under various conditions and circumstances, beginning in 2014.

*DRAFT May 1, 2013*

### Principal Customers

All of Metropolitan's regular customers are member agencies. Total water sales to the member agencies accrued for the fiscal year ended June 30, 2012 were 1.71 million acre-feet, generating \$1.10 billion in water sales revenues for such period. Metropolitan's ten largest water customers in the year ended June 30, 2012 are shown in the following table, on an accrual basis. On June 11, 2010, the SDCWA filed litigation challenging Metropolitan's rates. See "—Litigation Challenging Rate Structure" above.

**TEN LARGEST WATER CUSTOMERS**  
**Year Ended June 30, 2012**  
**Accrual Basis (Unaudited)**

<u>Agency</u>	<u>Water Sales Revenues</u>	<u>Percent of Total</u>	<u>Water Sales in Acre-Feet</u>	<u>Percent of Total</u>
San Diego County Water Authority	\$ 231,573,403	21.1%	437,559	25.6%
MWD of Orange County	175,764,840	16.0	255,570	15.0
City of Los Angeles	129,679,515	11.8	209,746	12.3
West Basin MWD	87,113,090	8.0	113,366	6.6
Calleguas MWD	78,808,781	7.2	102,684	6.0
Eastern MWD	62,578,807	5.7	90,956	5.3
Western MWD	53,107,772	4.8	76,783	4.5
Three Valleys MWD	40,067,057	3.7	62,197	3.6
Inland Empire Utilities Agency	38,581,286	3.5	76,203	4.5
Central Basin MWD	<u>34,798,440</u>	<u>3.2</u>	<u>51,484</u>	<u>3.0</u>
<b>Total</b>	<b>\$ 932,072,990</b>	<b>85.1%</b>	<b>1,476,547</b>	<b>86.5%</b>
<b>Total Water Sales Revenues</b>	<b>\$ 1,095,742,520</b>	<b>Total Acre-Feet</b>	<b>1,707,534</b>	

*Source: Metropolitan.*

### Preferential Rights

Section 135 of the Act gives each of Metropolitan's member agencies a preferential entitlement to purchase a portion of the water served by Metropolitan, based upon a ratio of all payments on tax assessments and otherwise, except purchases of water, made to Metropolitan by the member agency compared to total payments made by all member agencies on tax assessments and otherwise since Metropolitan was formed, except purchases of water. Historically, these rights have not been used in allocating Metropolitan's water. The California Court of Appeal has upheld Metropolitan's methodology for calculation of the respective member agencies' preferential rights under Section 135 of the Act. SDCWA's litigation challenging Metropolitan's water rates also challenges Metropolitan's exclusion of payments for exchange water from the calculation of SDCWA's preferential right. See "—Litigation Challenging Rate Structure" above.

### California Ballot Initiatives

Proposition 218, a State ballot initiative known as the "Right to Vote on Taxes Act," was approved by the voters on November 5, 1996 adding Articles XIIC and XIID to the California Constitution. Article XIID provides substantive and procedural requirements on the imposition, extension or increase of any "fee" or "charge" levied by a local government upon a parcel of real property or upon a person as an incident of property ownership. As a wholesaler, Metropolitan serves water to its member agencies, not to persons or properties as an incident of property ownership. Thus, water rates charged by Metropolitan to its member agencies are not property related fees and charges and therefore are exempt from the requirements of Article XIID. Fees for water service by Metropolitan's member agencies or their agencies providing retail water service are subject to the requirements of Article XIID.

*DRAFT May 1, 2013*

Article XIID also imposes certain procedures with respect to assessments. Under Article XIID, “standby charges” are considered “assessments” and must follow the procedures required for “assessments.” Metropolitan has imposed water standby charges since 1992. Any change to Metropolitan’s current standby charges could require notice to property owners and approval by a majority of such owners returning mail-in ballots approving or rejecting any imposition or increase of such standby charge. Twenty-two member agencies have elected to collect all or a portion of their readiness-to-serve charges through standby charges. See “—Additional Revenue Components—*Readiness-to-Serve Charge*” and “—*Water Standby Charges*” above. Even if Article XIID is construed to limit the ability of Metropolitan and its member agencies to impose or collect standby charges, the member agencies will continue to be obligated to pay the readiness-to-serve charges.

Article XIIC extends the people’s initiative power to reduce or repeal previously authorized local taxes, assessments fees and charges. This extension of the initiative power is not limited by the terms of Article XIIC to fees imposed after November 6, 1996 or to property-related fees and charges and absent other authority could result in retroactive reduction in existing taxes, assessments or fees and charges.

Proposition 26, a State ballot initiative aimed at restricting regulatory fees and charges, was approved by the California voters on November 2, 2010. Proposition 26 broadens the definition of “tax” in Article XIIC of the California Constitution to include levies, charges and exactions imposed by local governments, except for charges imposed for benefits or privileges or for services or products granted to the payor (and not provided to those not charged) that do not exceed their reasonable cost; regulatory fees that do not exceed the cost of regulation; fees for the use of local governmental property; fines and penalties imposed for violations of law; real property development fees; and assessments and property-related fees imposed under Article XIID of the California Constitution. Taxes imposed by a special district such as Metropolitan are subject to approval by two-thirds of the voters voting on the ballot measure for authorization. Proposition 26 applies to charges imposed or increased by local governments after the date of its approval. Metropolitan believes its water rates and charges are not taxes under Proposition 26. Nevertheless, Metropolitan is assessing whether Proposition 26 may affect future water rates and charges. SDCWA’s lawsuit challenging the rates adopted by Metropolitan in April 2012, to become effective January 1, 2013 and January 1, 2014, alleges that such rates violate Proposition 26. (See “—Litigation Challenging Rate Structure” above.)

Propositions 218 and 26 were adopted as measures that qualified for the ballot pursuant to the State’s initiative process. From time to time, other initiative measures could be adopted or legislative measures could be approved by the Legislature, which may place limitations on the ability of Metropolitan or its member agencies to increase revenues or to increase appropriations. Such measures may further affect Metropolitan’s ability to collect taxes, assessments or fees and charges, which could have an effect on Metropolitan’s revenues.

**Investment of Moneys in Funds and Accounts**

All moneys in any of the funds and accounts established pursuant to Metropolitan’s water revenue or general obligation revenue bond resolutions are invested by the Treasurer in accordance with Metropolitan’s Statement of Investment Policy. All Metropolitan funds available for investment are currently invested in United States Treasury and agency securities, commercial paper, negotiable certificates of deposit, banker’s acceptances, corporate notes, municipal bonds, asset-backed, mortgage-backed securities and the California Local Agency Investment Fund (“LAIF”). The LAIF is a voluntary program created by statute as an investment alternative for California’s local governments and special districts. LAIF permits such local agencies to participate in an investment portfolio, which invests billions of dollars, using the investment expertise of the State Treasurer’s Office.

The Statement of Investment Policy provides that in managing Metropolitan’s investments, the primary objective shall be to safeguard the principal of the invested funds. The secondary objective shall be

*DRAFT May 1, 2013*

to meet all liquidity requirements and the third objective shall be to achieve a return on the invested funds. Although the Statement of Investment Policy permits investments in some asset-backed securities, the portfolio does not include any of the special investment vehicles related to sub-prime mortgages. The Statement of Investment Policy allows Metropolitan to exceed the portfolio and single issuer limits for purchases of California local agency securities when purchasing Metropolitan tendered bonds in conjunction with its self-liquidity program. See "METROPOLITAN EXPENDITURES—Variable Rate and Swap Obligations" in this Appendix A. Metropolitan's current investments comply with the Statement of Investment Policy.

As of March 31, 2013, the total market value of all Metropolitan funds was \$1.15 billion and included amounts held as collateral, from time to time, by Metropolitan's swap counterparties. See "METROPOLITAN EXPENDITURES—Variable Rate and Swap Obligations" in this Appendix A. In fiscal year 2011-12, Metropolitan's earnings on investments, including adjustments for gains and losses and premiums and discounts, on a cash basis (unaudited) were \$17.8 million. In fiscal year 2010-11, Metropolitan's earnings on investments, including adjustments for gains and losses and premiums and discounts, on a cash basis (unaudited), including construction account and trust fund earnings, were \$20.0 million. In fiscal year 2009-10, Metropolitan's earnings on investments, including adjustments for gains and losses and premiums and discounts, on a cash basis (unaudited) were \$29.5 million, including construction account and trust fund earnings. See Footnote 3 to Metropolitan's audited financial statements in Appendix B for additional information on the investment portfolio.

Metropolitan's regulations require that (1) the Treasurer provide an annual Statement of Investment Policy for approval by Metropolitan's Board, (2) the Treasurer provide a monthly investment report to the Board and the General Manager showing by fund the description, maturity date, yield, par, cost and current market value of each security, and (3) the General Counsel review as to eligibility the securities invested in by the Treasurer for that month and report his or her determinations to the Board. The Board approved the Statement of Investment Policy for fiscal year 2012-13 on June 12, 2012.

Subject to the provisions of Metropolitan's water revenue or general obligation bond resolutions, obligations purchased by the investment of bond proceeds in the various funds and accounts established pursuant to a bond resolution are deemed at all times to be a part of such funds and accounts and any income realized from investment of amounts on deposit in any fund or account therein will be credited to such fund or account. The Treasurer is required to sell or present for redemption any investments whenever it may be necessary to do so in order to provide moneys to meet required payments or transfers from such funds and accounts. For the purpose of determining at any given time the balance in any such funds, any such investments constituting a part of such funds and accounts will be valued at the then estimated or appraised market value of such investments.

All investments, including those authorized by law from time to time for investments by public agencies, contain certain risks. Such risks include, but are not limited to, a lower rate of return than expected and loss or delayed receipt of principal. The occurrence of these events with respect to amounts held under Metropolitan's water revenue or general obligation revenue bond resolutions, or other amounts held by Metropolitan, could have a material adverse effect on Metropolitan's finances. These risks may be mitigated, but are not eliminated, by limitations imposed on the portfolio management process by Metropolitan's Statement of Investment Policy.

The Statement of Investment Policy requires that investments have a minimum credit rating of A1/P1/F1 for short-term securities and A for longer-term securities at the time of purchase. If immediate liquidation of a security downgraded below these levels is not in the best interests of Metropolitan, the Treasurer or investment manager, in consultation with an ad hoc committee made up of the Chairman of the Board, the Chairman of the Finance and Insurance Committee and the General Manager, and with the concurrence of the General Counsel, may dispose of the security in an orderly and prudent manner

*DRAFT May 1, 2013*

considering the circumstances, under terms and conditions approved by a majority of the members of such ad hoc committee. The Treasurer is required to include a description of any securities that have been downgraded below investment grade and the status of their disposition in the Treasurer's monthly report.

The Statement of Investment Policy also limits the amount of securities that can be purchased by category, as well as by issuer, and prohibits investments that can result in zero interest income. Metropolitan's securities are settled on a delivery versus payment basis and are held by an independent third-party custodian. See Appendix B - "THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER 31, 2012 AND 2011 (UNAUDITED)" for a description of Metropolitan's investments at June 30, 2012.

Metropolitan retains two outside investment firms to manage the long-term portion of Metropolitan's portfolio. The outside managers are required to adhere to Metropolitan's Statement of Investment Policy. As of March 31, 2013, such managers were managing approximately \$327.6 million in investments on behalf of Metropolitan. Metropolitan's Statement of Investment Policy may be changed at any time by the Board (subject to State law provisions relating to authorized investments). There can be no assurance that the State law and/or the Statement of Investment Policy will not be amended in the future to allow for investments that are currently not permitted under State law or the Statement of Investment Policy, or that the objectives of Metropolitan with respect to investments or its investment holdings at any point in time will not change.

## **METROPOLITAN EXPENDITURES**

### **General**

The following table sets forth a summary of Metropolitan's expenditures, by major function, for the five years ended June 30, 2012. The table provides cash basis information, which is unaudited. Expenses of Metropolitan for the fiscal years ended June 30, 2012 and June 30, 2011, on an accrual basis, are shown in Appendix B - "THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER, 2012 AND 2011 (UNAUDITED)."

### **SUMMARY OF EXPENDITURES**

#### **Fiscal Years Ended June 30**

**(Dollars in Millions)**

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Operation and Maintenance Costs <sup>(1)</sup>	\$ 416.9	\$ 455.6	\$ 441.6	\$ 430.8	\$ 425.3
Total State Water Project and Water Transfers <sup>(2)</sup>	564.9	478.8	560.1	593.4	535.4
Total Debt Service	268.5	281.6	287.0	306.7	323.0
Construction Disbursements from Revenues <sup>(3)</sup>	45.4	30.6	35.1	45.0	44.2
Other <sup>(4)</sup>	<u>6.4</u>	<u>8.3</u>	<u>5.3</u>	<u>2.4</u>	<u>2.8</u>
Total Disbursements (net of reimbursements) <sup>(5)</sup>	<u>\$1,302.1</u>	<u>\$1,254.9</u>	<u>\$1,329.1</u>	<u>\$1,378.3</u>	<u>\$1,334.3</u>

*Source: Metropolitan. (Footnotes on next page)*

*DRAFT May 1, 2013*

- (1) Includes inventories, undistributed payroll, local resource programs, conservation programs and Colorado River Aqueduct (CRA) power. See the table headed “Summary of Receipts by Source” under “METROPOLITAN REVENUES” in this Appendix A.
- (2) Includes both operating and capital expense portions. See “METROPOLITAN’S WATER SUPPLY—Water Transfer, Storage and Exchange Programs” and “POWER SOURCES AND COSTS” in this Appendix A.
- (3) At the discretion of the Board, in any given year, Metropolitan may increase or decrease funding available for construction disbursements to be paid from revenues. Disbursements paid from revenues decreased in fiscal years 2007-08 and 2008-09, primarily due to the Board’s policy to maintain adequate reserve levels in the rate stabilization funds to mitigate future increases in water rates and charges. See “METROPOLITAN REVENUES—Financial Reserve Policy” in this Appendix A. Does not include expenditures of bond proceeds.
- (4) Includes operating equipment and arbitrage rebate.
- (5) Disbursements exceeded revenues in the fiscal years ended June 30, 2008, 2010 and 2011. See “METROPOLITAN REVENUES—Financial Reserve Policy” in this Appendix A.

*DRAFT May 1, 2013*

### Revenue Bond Indebtedness

Metropolitan has issued the following water revenue bonds, which as of February 1, 2013, were outstanding in the amounts set forth below:

<u>Name of Issue</u>	<u>Original Amount Issued</u>	<u>Principal Outstanding</u>
Water Revenue Bonds, Issue of 1991	\$ 300,000,000	\$ -0-
Water Revenue Bonds, Issue of 1992	550,000,000	-0-
Water Revenue Refunding Bonds, 1993 Series A	168,759,889	105,185,000
Water Revenue Refunding Bonds, 1993 Series B	89,595,000	-0-
Water Revenue Bonds, 1995 Series A	175,000,000	-0-
Water Revenue Refunding Bonds, 1996 Series A	108,375,000	-0-
Water Revenue Refunding Bonds, 1996 Series B	258,875,000	-0-
Water Revenue Bonds, 1996 Series C	377,500,000	-0-
Water Revenue Bonds, 1997 Authorization, Series A	650,000,000	-0-
Water Revenue Bonds, 1997 Authorization, Series B and Series C	100,000,000	-0-
Water Revenue Refunding Bonds, 1998 Series A	148,705,000	-0-
Water Revenue Bonds, 1999 Authorization, Series A	100,000,000	-0-
Water Revenue Bonds, 1999 Authorization, Series B and Series C	100,000,000	-0-
Water Revenue Bonds, 2000 Authorization, Series B1-B4 <sup>(1)**</sup>	355,200,000	266,400,000
Water Revenue Refunding Bonds, 2001 Series A	195,670,000	-0-
Water Revenue Refunding Bonds, 2001 Series B1 and B-2	224,800,000	-0-
Water Revenue Bonds, 2001 Series C-1 and C-2	200,000,000	-0-
Water Revenue Refunding Bonds, 2002 Series A	96,640,000	-0-
Water Revenue Refunding Bonds, 2002 Series B	35,600,000	-0-
Water Revenue Refunding Bonds, 2003 Series A	36,215,000	25,910,000
Water Revenue Bonds, 2003 Authorization, Series B-1	105,580,000	-0-
Water Revenue Bonds, 2003 Authorization, Series B-2	94,420,000	-0-
Water Revenue Refunding Bonds, 2003 Series C-1, C-2 and C-3	338,230,000	-0-
Water Revenue Refunding Bonds, 2004 Series A-1 and A-2 <sup>(1)*</sup>	162,455,000	94,530,000
Water Revenue Refunding Bonds, 2004 Series B	274,415,000	120,820,000
Water Revenue Bonds, 2003 Authorization, Series B-3	262,295,000	16,700,000
Water Revenue Bonds, 2003 Authorization, Series B-4	37,705,000	-0-
Water Revenue Refunding Bonds, 2004 Series C	136,090,000	-0-
Water Revenue Bonds, 2005 Authorization, Series A	100,000,000	80,855,000
Water Revenue Bonds, 2005 Authorization, Series B-1 and B-2	100,000,000	-0-
Water Revenue Refunding Bonds, 2006 Series A-1 and A-2	74,140,000	-0-
Water Revenue Bonds, 2005 Authorization, Series C	200,000,000	175,000,000
Water Revenue Bonds, 2005 Authorization, Series D-1 and D-2	100,000,000	-0-
Water Revenue Refunding Bonds, 2006 Series B	45,875,000	24,055,000
Water Revenue Bonds, 2006 Authorization, Series A	400,000,000	394,830,000
Water Revenue Bonds, 2006 Authorization, Series B	100,000,000	-0-
Water Revenue Refunding Bonds, 2007 Series A-1 and A-2	218,425,000	-0-
Water Revenue Refunding Bonds, 2007 Series B	81,900,000	-0-
Water Revenue Refunding Bonds, 2008 Series A-1 <sup>(1)*</sup>	250,940,000	36,995,000
Water Revenue Refunding Bonds, 2008 Series A-2 <sup>(1)*</sup>	250,635,000	150,385,000
Water Revenue Refunding Bonds, 2008 Series B	133,430,000	127,695,000
Water Revenue Refunding Bonds, 2008 Series C	79,045,000	55,110,000
Water Revenue Bonds, 2008 Authorization, Series A	200,000,000	191,970,000
Water Revenue Refunding Bonds, 2009 Series A-1 and A-2 <sup>(1)</sup>	208,365,000	208,365,000
Water Revenue Refunding Bonds, 2009 Series B	106,690,000	106,690,000
Water Revenue Refunding Bonds, 2009 Series C	91,165,000	91,165,000
Water Revenue Bonds, 2008 Authorization, Series B	21,615,000	19,465,000
Water Revenue Bonds, 2008 Authorization, Series C <sup>(2)</sup>	78,385,000	78,385,000
Water Revenue Bonds, 2008 Authorization, Series D <sup>(2)</sup>	250,000,000	250,000,000
Water Revenue Refunding Bonds, 2009 Series D	81,065,000	75,825,000
Water Revenue Refunding Bonds, 2009 Series E	26,050,000	23,585,000
Water Revenue Refunding Bonds, Special Variable Rate, 2010 Series A <sup>(1)*</sup>	128,005,000	99,920,000
Water Revenue Refunding Bonds, 2010 Series B	88,845,000	88,845,000
Water Revenue Bonds, 2010 Authorization, Series A <sup>(2)</sup>	250,000,000	250,000,000
Water Revenue Refunding Bonds, 2011 Series A1-A4 <sup>(1)</sup>	228,875,000	228,875,000
Water Revenue Refunding Bonds, 2011 Series B	167,885,000	137,015,000

*(Continued on next page)*

*DRAFT May 1, 2013*

<u>Name of Issue</u>	<u>Original Amount Issued</u>	<u>Principal Outstanding</u>
<i>(Continued from previous page)</i>		
Water Revenue Refunding Bonds, 2011 Series C	\$ 157,100,000	\$ 157,100,000
Water Revenue Refunding Bonds, 2012 Series A	181,180,000	181,180,000
Water Revenue Refunding Bonds, 2012 Series B-1 and B-2 <sup>(1)</sup>	98,585,000	98,585,000
Water Revenue Refunding Bonds, 2012 Series C	190,600,000	190,600,000
Water Revenue Refunding Bonds, 2012 Series D	39,520,000	38,580,000
Water Revenue Refunding Bonds, 2012 Series E1-E3	89,460,000	89,460,000
Water Revenue Refunding Bonds, 2012 Series F	60,035,000	60,035,000
Water Revenue Refunding Bonds, 2012 Series G	<u>111,890,000</u>	<u>111,890,000</u>
<b>Total</b>	\$10,617,829,889	\$4,452,005,000

Source: Metropolitan.

- (1) Outstanding variable rate obligation.  
(2) Designated as "Build America Bonds" pursuant to the American Recovery and Reinvestment Act of 2009.  
\* Metropolitan may issue its Water Revenue Refunding Bonds, 2013 Series A, B and C to refund all or a portion of these bonds.  
\*\* Metropolitan expects to issue its Special Variable Rate Water Revenue Refunding Bonds, 2013 Series D to refund all of the Water Revenue Bonds, 2000 Authorization Series B-2.

### Limitations on Additional Revenue Bonds

Resolution 8329, adopted by Metropolitan's Board on July 9, 1991, as amended and supplemented (collectively with all such supplemental resolutions, the "Revenue Bond Resolutions") provide for the issuance of Metropolitan's water revenue bonds. The Revenue Bond Resolutions establish limitations on the issuance of additional obligations payable from Net Operating Revenues. Under the Revenue Bond Resolutions, no additional bonds, notes or other evidences of indebtedness payable out of Operating Revenues may be issued having any priority in payment of principal, redemption premium, if any, or interest over any water revenue bonds or Parity Obligations. No additional Parity Bonds or Parity Obligations may be issued or incurred unless the conditions of the Revenue Bond Resolutions have been satisfied.

The laws governing Metropolitan's ability to issue water revenue bonds currently provide two additional limitations on indebtedness that may be incurred by Metropolitan. The Act provides for a limit on general obligation bonds, water revenue bonds and other evidences of indebtedness at 15 percent of the assessed value of all taxable property within Metropolitan's service area. As of February 1, 2013, outstanding general obligation bonds, water revenue bonds and other evidences of indebtedness in the amount of \$4.66 billion represented approximately 0.22 percent of the fiscal year 2012-13 taxable assessed valuation of \$2,097.4 billion. The second limitation under the Act specifies that no revenue bonds may be issued, except for the purpose of refunding, unless the amount of net assets of Metropolitan as shown on its balance sheet as of the end of the last fiscal year prior to the issuance of such bonds, equals at least 100 percent of the aggregate amount of revenue bonds outstanding following the issuance of such bonds. The net assets of Metropolitan at June 30, 2012 were \$6.44 billion. The aggregate amount of revenue bonds outstanding as of February 1, 2013 was \$4.45 billion. The limitation does not apply to other forms of financing available to Metropolitan. Audited financial statements including the net assets of Metropolitan as of June 30, 2012 and June 30, 2011, respectively, are shown in Appendix B – "THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER 31, 2012 AND 2011 (UNAUDITED) ." Metropolitan provides no assurance that the Act's limitations on indebtedness will not be revised or removed by future legislation. Limitations under the Revenue Bond Resolutions respecting the issuance of additional obligations payable from Net Operating Revenues on a parity with water revenue bonds of Metropolitan will remain in effect so long as any water revenue bonds authorized pursuant to the Revenue Bond Resolutions are

*DRAFT May 1, 2013*

outstanding, provided however, that the Revenue Bond Resolutions are subject to amendment and supplement in accordance with their terms.

**Variable Rate and Swap Obligations**

As of February 1, 2013, Metropolitan had outstanding \$1.18 billion of variable rate obligations, including bonds bearing interest in the Index Mode (the "Index Tender Bonds") and special variable rate bonds initially designated as self-liquidity bonds (the "Self-Liquidity Bonds").

Metropolitan's \$535.8 million of Index Tender Bonds as of February 1, 2013, bear interest at a rate that fluctuates weekly based on the SIFMA Municipal Swap Index published weekly by Municipal Market Data; however, if the purchase price of a series of Index Tender Bonds is not paid from proceeds of a remarketing or other funds following a scheduled mandatory tender, such Index Tender Bonds will bear interest at a default rate of up to twelve percent per annum until purchased by Metropolitan or redeemed. Metropolitan's obligation to pay the purchase price of Index Tender Bonds is an unsecured, special limited obligation of Metropolitan payable from Net Operating Revenues. Metropolitan has not secured any liquidity facility or letter of credit to pay the purchase price of any tendered Index Tender Bonds.

Metropolitan's \$99.9 million of Self-Liquidity Bonds as of February 1, 2013, are variable rate demand bonds that bear interest at a weekly rate determined by the remarketing agent for the Self-Liquidity Bonds. Metropolitan expects to issue its Special Variable Rate Water Revenue Refunding Bonds, 2013 Series D, in June 2013, and will initially designate such bonds as Self-Liquidity Bonds. The Self-Liquidity Bonds are subject to optional tender upon seven days' notice by the owners thereof and mandatory tender upon specified events. Metropolitan is irrevocably committed to purchase all Self-Liquidity Bonds tendered pursuant to any optional or mandatory tender to the extent that remarketing proceeds are insufficient therefor. Metropolitan's obligation to pay the purchase price of any tendered Self-Liquidity Bonds is an unsecured, special limited obligation of Metropolitan payable from Net Operating Revenues and other available funds. On March 21, 2013, Metropolitan entered into a revolving credit agreement with The Bank of New York Mellon. Under the revolving credit agreement, Metropolitan may borrow up to \$96,545,900 for purposes of paying the purchase price of any tendered Self-Liquidity Bonds. Metropolitan may change the interest mode for its Self-Liquidity Bonds to liquidity supported bonds. Metropolitan may issue its Water Revenue Refunding Bonds, 2013 Series A to refund all or a portion of the Self-Liquidity Bonds. See "—Revolving Credit Agreement" below.

The interest rates for Metropolitan's other variable rate demand obligations, totaling \$548.3 million as of February 1, 2013, are reset on a daily or weekly basis. Such variable rate demand obligations are supported by Standby Bond Purchase Agreements between Metropolitan and various liquidity providers that provide for purchase of variable rate bonds by the applicable liquidity provider upon tender of such variable rate bonds and a failed remarketing. A decline in the creditworthiness of a liquidity provider will likely result in an increase in the interest rate of the applicable variable rate bonds, as well as an increase in the risk of a failed remarketing of such tendered variable rate bonds. Variable rate bonds purchased by a liquidity provider bear interest at a significantly higher interest rate and Metropolitan's obligation to reimburse the liquidity provider may convert the term of the variable rate bonds purchased by the liquidity provider into a term loan amortizable over a period of up to three years, depending on the applicable liquidity facility.

The following table sets forth a listing of the liquidity providers, the expiration date of each facility and the principal amount of outstanding bonds covered under each facility as of February 1, 2013.

*DRAFT May 1, 2013*

<u>Liquidity Provider</u>	<u>Bond Issue</u>	<u>Principal Outstanding</u>	<u>Facility Expiration</u>
Banco Bilbao Vizcaya Argentaria, S.A.	2000 Authorization Series B-2	<u>\$ 88,800,000</u>	July 2013*
	Total	\$88,800,000	
Barclays Bank PLC	2008 Series A-2	<u>\$150,385,000</u>	September 2013**
	Total	\$150,385,000	
Wells Fargo Bank, N.A.	2000 Authorization Series B-3	\$ 88,800,000	February 2014
	2000 Authorization Series B-4	<u>88,800,000</u>	February 2014
	Total	\$177,600,000	
Bank of America, N.A.	2008 Series A-1	<u>\$36,995,000</u>	September 2014**
	Total	\$36,995,000	
U.S. Bank, N.A.	2004 Series A-1	\$ 47,265,000	February 2016**
	2004 Series A-2	<u>47,265,000</u>	February 2016**
	Total	\$94,530,000	
<b>Total</b>		\$548,310,000	

*Source: Metropolitan.*

\* Metropolitan expects to issue its Special Variable Rate Water Revenue Refunding Bonds, 2013 Series D to refund all of the Water Revenue Bonds, 2000 Authorization Series B-2.

\*\* Metropolitan may issue its Water Revenue Refunding Bonds, 2013 Series A and C to refund all or a portion of these bonds.

Included in Metropolitan's \$1.18 billion of variable rate obligations are \$807.1 million of variable rate demand obligations which, by virtue of interest rate swap agreements, are treated by Metropolitan as fixed rate debt for the purpose of calculating debt service requirements, although the variable payments that Metropolitan receives from swap counterparties do not usually equal the payments that Metropolitan makes on associated variable rate debt. The remaining \$377 million of variable rate obligations represent approximately 8.5 percent of total outstanding water revenue bonds.

Metropolitan's variable rate exposure policy requires that variable rate debt be managed to limit net interest cost increases within a fiscal year as a result of interest rate changes to no more than \$5 million. In addition, the maximum amount of variable interest rate exposure (excluding variable rate bonds associated with interest rate swap agreements) is limited to 40 percent of total outstanding water revenue bond debt. Variable rate debt capacity will be reevaluated as interest rates change and managed within these parameters.

By resolution adopted on September 11, 2001, Metropolitan's Board authorized the execution of interest rate swap transactions and related agreements in accordance with a master swap policy, which was subsequently amended by resolutions adopted on July 14, 2009 and May 11, 2010. Metropolitan may execute interest rate swaps if the transaction can be expected to reduce exposure to changes in interest rates on a particular financial transaction or in the management of interest rate risk derived from Metropolitan's overall asset/liability balance, result in a lower net cost of borrowing or achieve a higher net rate of return on investments made in connection with or incidental to the issuance, incurring or carrying of Metropolitan's obligations or investments, or manage variable interest rate exposure consistent with prudent debt practices

*DRAFT May 1, 2013*

and Board-approved guidelines. The Chief Financial Officer reports to the Finance and Insurance Committee of Metropolitan's Board each quarter on outstanding swap transactions, including notional amounts outstanding, counterparty exposures and termination values based on then-existing market conditions.

Metropolitan currently has two types of interest rate swaps. Under the first type, Metropolitan receives payments that are calculated by reference to a floating interest rate and makes payments that are calculated by reference to a fixed interest rate. These swaps are referred to in the table below as "Fixed Payor Swaps." Under the second type, referred to in the table below as "Basis Swaps," Metropolitan receives payments calculated by reference to a percentage of the taxable index, LIBOR. In return, Metropolitan makes payments that are calculated based on either SIFMA or the taxable short-term index, one-month LIBOR.

Net payments under the terms of the interest rate swap agreements are payable on a parity with the Parity Obligations. Termination payments under the 2002 A and 2002 B interest rate swap agreements would be payable on a parity with the Parity Obligations. All other termination payments related to interest rate swap agreements would be subordinate to the Parity Obligations.

The following swap transactions were outstanding as of February 1, 2013:

**FIXED PAYOR SWAPS:**

<u>Designation</u>	<u>Notional Amount Outstanding</u>	<u>Swap Counterparty</u>	<u>Fixed Payor Rate</u>	<u>MWD Receives</u>	<u>Maturity Date</u>
2002 A	88,694,700	Morgan Stanley Capital Services, Inc.	3.300	57.74% of one-month LIBOR	7/1/2025
2002 B	33,180,300	JPMorgan Chase Bank	3.300	57.74% of one-month LIBOR	7/1/2025
2003 <sup>(1)</sup>	163,987,500	Deutsche Bank AG	3.257	61.20% of one-month LIBOR	7/1/2030
2003	163,987,500	JPMorgan Chase Bank	3.257	61.20% of one-month LIBOR	7/1/2030
2004 A*	94,530,000	Morgan Stanley Capital Services, Inc.	2.917	61.20% of one-month LIBOR	7/1/2023
2004 C*	57,312,750	Morgan Stanley Capital Services, Inc.	2.980	61.55% of one-month LIBOR	10/1/2029
2004 C*	46,892,250	Citigroup Financial Products, Inc.	2.980	61.55% of one-month LIBOR	10/1/2029
2005	58,547,500	JPMorgan Chase Bank	3.360	70% of 3-month LIBOR	7/1/2030
2005	58,547,500	Citigroup Financial Products, Inc.	3.360	70% of 3-month LIBOR	7/1/2030
2006 <sup>(1)*</sup>	20,697,500	Deutsche Bank AG	3.210	63% of 3-month LIBOR	7/1/2021
2006*	<u>20,697,500</u>	JPMorgan Chase Bank	3.210	63% of 3-month LIBOR	7/1/2021
Total	\$807,075,000				

Source: Metropolitan.

(1) The obligations under these interest rate swap agreements were assigned by UBS AG to Deutsche Bank AG, New York Branch, pursuant to novation transactions dated July 22, 2010.

\* Metropolitan may issue its Water Revenue Refunding Bonds, 2013 Series A, B and C to fund the termination of all or a portion of these swaps.

*DRAFT May 1, 2013*

**BASIS SWAPS:**

<b><u>Swap</u></b>	<b><u>Notional Amount Outstanding</u></b>	<b><u>Swap Counterparty</u></b>	<b><u>Met Receives</u></b>	<b><u>Met Pays</u></b>	<b><u>Maturity Date</u></b>
2004	\$125,000,000	JPMorgan Chase Bank	70% of one-month LIBOR + 31.5 bp	SIFMA	7/1/2014
2004	<u>125,000,000</u>	JPMorgan Chase Bank	70% of one-month LIBOR + 31.5 bp	SIFMA	7/1/2014
<b>Total</b>	\$250,000,000				

*Source: Metropolitan.*

These interest rate swap agreements entail risk to Metropolitan. The counterparty may fail or be unable to perform, interest rates may vary from assumptions, Metropolitan may be required to post collateral in favor of its counterparties and Metropolitan may be required to make significant payments in the event of an early termination of an interest rate swap. Metropolitan believes that if such an event were to occur, it would not have a material adverse impact on its financial position. Metropolitan seeks to manage counterparty risk by diversifying its swap counterparties, limiting exposure to any one counterparty, requiring collateralization or other credit enhancement to secure swap payment obligations, and by requiring minimum credit rating levels. Initially swap counterparties must be rated at least “Aa3” or “AA-”, or equivalent by any two of the nationally recognized credit rating agencies; or use a “AAA” subsidiary as rated by at least one nationally recognized credit rating agency. Should the credit rating of an existing swap counterparty drop below the required levels, Metropolitan may enter into additional swaps if those swaps are “offsetting” and risk-reducing swaps. Each counterparty is initially required to have minimum capitalization of at least \$150 million. See Note 5(f) in Appendix B - “THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR’S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER 31, 2012 AND 2011 (UNAUDITED).”

Early termination of an interest rate swap agreement could occur due to a default by either party or the occurrence of a termination event. As of March 31, 2013, Metropolitan would have been required to pay to its counterparties termination payments if some of its swaps were terminated on that date and would have been entitled to receive from its counterparties termination payments if other swaps were terminated on that date. Metropolitan estimated its net exposure to its counterparties for all such termination payments at March 31, 2013, to be approximately \$148 million. Metropolitan does not presently anticipate early termination of any of its interest rate swap agreements due to default by either party or the occurrence of a termination event. However, effective June 28, 2012, Metropolitan exercised optional early termination provisions to terminate all or a portion of certain interest rate swap agreements totaling a notional amount of \$322 million. Metropolitan may issue its Water Revenue Refunding Bonds, 2013 Series A, B and C to fund the termination of a portion of certain interest rate swap agreements.

Metropolitan is required to post collateral in favor of a counterparty to the extent that Metropolitan’s total exposure for termination payments to that counterparty exceeds the threshold specified in the applicable swap agreement. Conversely, the counterparties are required to release collateral to Metropolitan or post collateral for the benefit of Metropolitan as market conditions become favorable to Metropolitan. As of March 31, 2013, Metropolitan had a total of \$16.9 million of collateral posted with two counterparties. The amount of required collateral varies from time to time due primarily to interest rate movements and can change significantly over a short period of time. See “METROPOLITAN REVENUES—Financial Reserve Policy” in this Appendix A. In the future, Metropolitan may be required to post additional collateral, or may be entitled to a reduction or return of the required collateral amount. Collateral deposited by Metropolitan is held by the counterparties; a bankruptcy of any counterparty holding collateral posted by Metropolitan could

*DRAFT May 1, 2013*

adversely affect the return of the collateral to Metropolitan. Moreover, posting collateral limits Metropolitan's liquidity. If collateral requirements increase significantly, Metropolitan's liquidity may be materially adversely affected.

**Other Revenue Obligations**

Metropolitan's \$89.5 million of Parity Bonds bearing interest in a term mode (the "Term Mode Bonds") bear interest at a fixed rate for each of the three series through October 1, 2014, October 1, 2015 and October 1, 2016, respectively, after which the Term Mode Bonds must be tendered for purchase and a new interest mode shall be determined for such series; however, if the purchase price of a series of Term Mode Bonds is not paid from proceeds of a remarketing or other funds following a scheduled mandatory tender, such Term Mode Bonds will bear interest at a default rate of up to twelve percent per annum until purchased by Metropolitan or redeemed. Metropolitan's obligation to pay the purchase price of such Term Mode Bonds is an unsecured obligation of Metropolitan payable from Net Operating Revenues. Metropolitan has not secured any liquidity facility or letter of credit to pay the purchase price of Term Mode Bonds in connection with any scheduled mandatory tender. Metropolitan may issue its Water Revenue Refunding Bonds, 2013 Series C as term mode bonds.

**Revolving Credit Agreement**

On March 21, 2013, Metropolitan entered into a revolving credit agreement ("Revolving Credit Agreement") with The Bank of New York Mellon ("BNY Mellon"). Under the terms and conditions of the Revolving Credit Agreement, Metropolitan may borrow up to \$96,545,900 for purposes of paying the purchase price of any Self-Liquidity Bonds. In the Revolving Credit Agreement, a failure by Metropolitan to perform or observe certain covenants could result in a termination of BNY Mellon's commitment and entitle BNY Mellon to declare all amounts then outstanding to be immediately due and payable. Metropolitan has secured its obligation to pay principal and interest under the Revolving Credit Agreement as a Parity Obligation under the Master Resolution. The scheduled expiration date of the Revolving Credit Agreement is March 31, 2016. Metropolitan has no obligation to make borrowings under the Revolving Credit Agreement, maintain the Revolving Credit Agreement or renew the Revolving Credit Agreement. See "—Limitations on Additional Revenue Bonds" above.

**Subordinate Revenue Obligations**

Metropolitan currently is authorized to issue subordinate debt of up to \$400,000,000 of Commercial Paper Notes payable from Net Operating Revenues on a basis subordinate to the Parity Bonds and the Parity Obligations. Although no Commercial Paper Notes are currently outstanding, the authorization remains in full force and effect and Metropolitan may issue Commercial Paper Notes from time to time. In addition, Metropolitan obtained a \$20 million California Safe Drinking Water Revolving Fund Loan in 2003 at an interest rate of 2.39 percent per annum to reimburse construction costs for oxidation retrofit facilities at the Henry J. Mills Treatment Plant in Riverside County. The loan payment obligation is subordinate to the Parity Bonds and Parity Obligations. As of February 1, 2013, the principal balance outstanding was \$12.6 million.

**General Obligation Bonds**

As of February 1, 2013, \$196,545,000 aggregate principal amount of general obligation bonds payable from ad valorem property taxes were outstanding. *Ad valorem* taxes levied by Metropolitan must be applied solely to the payment of general obligation bonds and other voter-approved indebtedness. Metropolitan's revenue bonds are not payable from the levy of *ad valorem* property taxes.

*DRAFT May 1, 2013*

<u>General Obligation Bonds</u>	<u>Amount Issued<sup>(1)</sup></u>	<u>Principal Outstanding</u>
Waterworks General Obligation Refunding Bonds, 2004 Series A	\$ 68,345,000	\$ 49,910,000
Waterworks General Obligation Refunding Bonds, 2005 Series A	64,705,000	63,640,000
Waterworks General Obligation Refunding Bonds, 2009 Series A	45,515,000	43,510,000
Waterworks General Obligation Refunding Bonds, 2010 Series A	<u>39,485,000</u>	<u>39,485,000</u>
Total	<u>\$218,050,000</u>	<u>\$196,545,000</u>

*Source: Metropolitan.*

- (1) Voters authorized Metropolitan to issue \$850,000,000 of Waterworks General Obligation Bonds, Election 1966, in multiple series, in a special election held on June 7, 1966. This authorization has been fully utilized. This table lists bonds that refunded such Waterworks General Obligation Bonds, Election 1966.

### **State Water Contract Obligations**

*General.* On November 4, 1960, Metropolitan entered into its State Water Contract with DWR, under which Metropolitan receives an entitlement to water service from the State Water Project. Subsequently, other public agencies also entered into water supply contracts with DWR, all of which were patterned after Metropolitan's State Water Contract. Metropolitan's State Water Contract accounts for nearly one-half of the total entitlement for State Water Project water contracted for by all contractors.

The State Water Contract will remain in effect until 2035 or until all DWR bonds issued to finance construction of project facilities are repaid, whichever is longer. At the expiration of the State Water Contract, Metropolitan has the option to continue service under substantially the same terms and conditions. Metropolitan presently intends to exercise this option to continue service to at least 2052. As of February 1, 2013, the latest maturity of outstanding DWR bonds issued for such purpose was December 1, 2035.

Under the State Water Contract, Metropolitan is obligated to pay allocable portions of the cost of construction of the system and ongoing operating and maintenance costs through at least 2035, regardless of quantities of water available from the project. Other payments are based on deliveries requested and actual deliveries received, costs of power required for actual deliveries of water, and offsets for credits received. Metropolitan's payment obligation for the State Water Project for the fiscal year ended June 30, 2012 was \$479.8 million, which amount reflects prior year's credits of \$59.0 million. For the fiscal year ended June 30, 2012, Metropolitan's payment obligations under the State Water Contract were approximately 40 percent of Metropolitan's total annual expenditures. A portion of Metropolitan's annual property tax levy is for payment of State Water Contract capital charges. See Note 9(a) to Metropolitan's audited financial statements in Appendix B for an estimate of Metropolitan's payment obligations under the State Water Contract. Also see "POWER SOURCES AND COSTS" in this Appendix A for a description of current and future costs for electric power required to operate State Water Project pumping systems and a description of litigation involving the federal relicensing of the Hyatt-Thermalito hydroelectric generating facilities at Lake Oroville.

On April 25, 2005, a group of fourteen State Water Project contractors filed suit against DWR challenging the manner in which it allocates certain energy costs and revenues related to operation of the State Water Project. Among other things, these contractors alleged that DWR has been and is administering certain provisions of State Water Contract incorrectly, depriving them of "all benefits" derived from the sale or other disposal of electrical energy generated at the Hyatt-Thermalito power facility. The plaintiffs did not allege specific amounts for damages; however, success by plaintiffs could have resulted in shifting tens of millions of dollars in annual costs from State Water Project contractors located north of the Tehachapi Mountains to State Water Project contractors located south of the Tehachapi Mountains and on the Central Coast, including Metropolitan. Metropolitan and twelve other State Water Project contractors intervened in the litigation. After a trial limited to contract interpretation issues, on September 14, 2009, the court rejected all of the

*DRAFT May 1, 2013*

plaintiffs' assertions and on April 19, 2010, the court dismissed all remaining claims without leave to amend. The court entered its final statement of decision and final judgment in favor of defendants on May 3, 2010. The Court of Appeal affirmed the trial court's judgment in favor of defendants on February 15, 2013. In its ruling, the Court of Appeal held that DWR acted within its statutory authority in the manner in which it treated Hyatt-Thermalito power revenues and that any contractual ambiguity regarding this treatment was properly resolved against the plaintiffs.

The State Water Contract requires that in the event that Metropolitan fails or is unable to raise sufficient funds by other means, Metropolitan must levy upon all property within its boundaries not exempt from taxation a tax or assessment sufficient to provide for all payments under the State Water Contract. Currently a portion of the capital costs under the State Water Contract are paid from ad valorem taxes levied by Metropolitan. In the opinion of Metropolitan's General Counsel, a tax increase to provide for additional payments under the State Water Contract would be within the exemption permitted under Article XIII A of the State Constitution as a tax to pay pre-1978 voter approved indebtedness.

Metropolitan capitalizes its share of system construction costs as participation rights in State Water Project facilities as such costs are billed by DWR. Unamortized participation rights essentially represent a prepayment for future water deliveries through the State Water Project system. Metropolitan's share of system operating and maintenance costs are annually expensed.

Metropolitan has entered into amendments to the State Water Contract that represent additional long-term obligations, as described below.

*Devil Canyon-Castaic Contract.* On June 23, 1972, Metropolitan and five other southern California public agencies entered into a contract (the "Devil Canyon-Castaic Contract") with DWR for the financing and construction of the Devil Canyon and Castaic power recovery facilities, located on the aqueduct system of the State Water Project. Under this contract, DWR agreed to build the Devil Canyon and Castaic facilities, using the proceeds of revenue bonds issued by DWR under the State Central Valley Project Act. DWR also agreed to use and apply the power made available by the construction and operation of such facilities to deliver water to Metropolitan and the other contracting agencies. Metropolitan, in turn, agreed to pay to DWR 88.1 percent of the debt service on the revenue bonds issued by DWR. For calendar year 2012, this represented a payment of \$6.7 million. In addition, Metropolitan agreed to pay 78.5 percent of the operation and maintenance expenses of the Devil Canyon facilities and 96 percent of the operation and maintenance expenses of the Castaic facilities. Metropolitan's obligations under the Devil Canyon-Castaic Contract continue until the bonds are fully retired in 2022 even if DWR is unable to operate the facilities or deliver power from these facilities.

*Off-Aqueduct Power Facilities.* In addition to system "on-aqueduct" power facilities costs, DWR has, either on its own or by joint venture, financed certain off-aqueduct power facilities. The power generated is utilized by the system for water transportation and other State Water Project purposes. Power generated in excess of system needs is marketed to various utilities and the California power exchange market. Metropolitan is entitled to a proportionate share of the revenues resulting from sales of excess power. By virtue of a 1982 amendment to the State Water Contract and the other water supply contracts, Metropolitan and the other water contractors are responsible for paying the capital and operating costs of the off-aqueduct power facilities regardless of the amount of power generated. Other costs of Metropolitan in relation to the State Water Project and the State Water Contract may increase as a result of restructuring of California's electric utility industry and new Federal Energy Regulatory Commission ("FERC") regulations.

*East Branch Enlargement Amendment.* In 1986, Metropolitan's State Water Contract and the water supply contracts of certain other State Water Project contractors were amended for the purpose, among others, of financing the enlargement of the East Branch of the California Aqueduct. Under the amendment, enlargement of the East Branch can be initiated either at Metropolitan's request or by DWR finding that

*DRAFT May 1, 2013*

enlargement is needed to meet demands. Metropolitan, the other State Water Contractors on the East Branch, and DWR are currently in discussions on the timetable and plan for future East Branch enlargement actions.

The amendment establishes a separate subcategory of the Transportation Charge under the State Water Contract for the East Branch Enlargement and provides for the payment of costs associated with financing and operating the East Branch Enlargement. Under the amendment, the annual financing costs for such facilities financed by bonds issued by DWR are allocated among the participating contractors based upon the delivery capacity increase allocable to each participating contractor. Such costs include, but are not limited to, debt service, including coverage requirements, deposits to reserves, and certain operation and maintenance expenses, less any credits, interest earnings or other moneys received by DWR in connection with this facility.

If any participating contractor defaults on payment of its allocable charges under the amendment, among other things, the non-defaulting participating contractors may assume responsibility for such charges and receive delivery capability that would otherwise be available to the defaulting participating contractor in proportion to the non-defaulting contractor's participation in the East Branch Enlargement. If participating contractors fail to cure the default, Metropolitan will, in exchange for the delivery capability that would otherwise be available to the defaulting participating contractor, assume responsibility for the capital charges of the defaulting participating contractor.

*Water System Revenue Bond Amendment.* In 1987, the State Water Contract and other water supply contracts were amended for the purpose of financing State Water Project facilities through revenue bonds. This amendment establishes a separate subcategory of the Delta Water Charge and the Transportation Charge for projects financed with DWR water system revenue bonds. This subcategory of charge provides the revenues required to pay the annual financing costs of the bonds and consists of two elements. The first element is an annual charge for repayment of capital costs of certain revenue bond financed water system facilities under the existing water supply contract procedures. The second element is a water system revenue bond surcharge to pay the difference between the total annual charges under the first element and the annual financing costs, including coverage and reserves, of DWR's water system revenue bonds.

If any contractor defaults on payment of its allocable charges under this amendment, DWR is required to allocate a portion of the default to each of the nondefaulting contractors, subject to certain limitations, including a provision that no nondefaulting contractor may be charged more than 125 percent of the amount of its annual payment in the absence of any such default. Under certain circumstances, the nondefaulting contractors would be entitled to receive an allocation of the water supply of the defaulting contractor.

The following table sets forth Metropolitan's projected costs of State Water Project water, based upon DWR's Annual Billing to Metropolitan for calendar year 2012 and projections based on Metropolitan's adopted biennial budget for fiscal years 2012-13 and 2013-14. Projections for fiscal year 2012-13 include actual results for July 2012 through December 2012 with revised projections for the balance of the fiscal year. The projections include projected costs to complete the planning phase of the BDCP. If a Bay-Delta improvement alternative is identified and funding is approved, construction may commence in 2016. See "METROPOLITAN'S WATER SUPPLY—State Water Project—*Bay-Delta Regulatory and Planning Activities*" in this Appendix A.

*DRAFT May 1, 2013*

**PROJECTED COSTS OF METROPOLITAN  
FOR STATE WATER PROJECT WATER<sup>(1)</sup>  
(Dollars in Millions)**

<b>Year Ending June 30</b>	<b>Capital Costs</b>	<b>Minimum OMP&amp;R<sup>(2)</sup></b>	<b>Power Costs<sup>(3)</sup></b>	<b>Refunds &amp; Credits</b>	<b>Total<sup>(4)</sup></b>
2013	\$144.4	\$176.0	\$251.7	\$(40.6)	\$531.5
2014	185.3	184.6	238.1	(44.1)	563.8
2015	202.8	186.1	242.6	(35.3)	596.1
2016	216.5	189.6	234.9	(35.3)	605.5
2017	222.3	191.1	247.3	(35.3)	625.3

*Source: Metropolitan.*

- (1) Projections are based upon DWR's Annual Billing to Metropolitan for 2012 and attachments (dated July 1, 2011) and Metropolitan's adopted biennial budget for fiscal years 2012-13 and 2013-14. Projections for fiscal year 2012-13 include actual results for July 2012 through December 2012 with revised projections for the balance of the fiscal year. All costs are adjusted from calendar year to fiscal year periods ending June 30. The total charges shown above differ from those shown in Note 9 of Metropolitan's audited financial statements (for the fiscal years ended June 30, 2012 and June 30, 2011) in Appendix B due to the inclusion above of allowances for inflation and anticipated construction of additional State Water Project facilities. The projections above also include State Water Project refunds and credits. See "POWER SOURCES AND COSTS—State Water Project" in this Appendix A.
- (2) Minimum Operations, Maintenance, Power and Replacement ("OMP&R") represents costs which are fixed and do not vary with the amount of water delivered.
- (3) Assumptions for water deliveries through the California Aqueduct (not including SBVMWD and Desert Water/CVWD transfers and exchanges) into Metropolitan's service area and to storage programs are as follows: 1.2 million acre-feet for fiscal year 2012-13, 1.03 million acre-feet for fiscal year 2013-14, 1.03 million acre-feet for fiscal year 2014-15, 0.96 million acre-feet for fiscal year 2015-16 and 0.96 million acre-feet for fiscal year 2016-17. Availability of State Water Project supplies vary and deliveries may include transfers and storage. All deliveries are within maximum contract amount and are based upon availability, as determined by hydrology, water quality and wildlife conditions. See "METROPOLITAN'S WATER SUPPLY—State Water Project—*Endangered Species Act Considerations*" in this Appendix A.
- (4) Annual totals include BDCP related costs for the fiscal years ended June 30, 2013 through June 30, 2017 of \$14.7 million, \$5.5 million, \$7.0 million, \$8.2 million and \$15.6 million, respectively. BDCP related costs are included in Capital Costs and Minimum OMP&R costs.

### **Other Long-Term Commitments**

Metropolitan also has various ongoing fixed annual obligations under its contract with the United States Department of Energy for power from the Hoover Power Plant. Under the terms of the Hoover Power Plant contract, Metropolitan purchases energy to pump water through the Colorado River Aqueduct. In fiscal year 2011-12 Metropolitan paid approximately \$19.9 million under this contract. Payments made under the Hoover Power Plant contract are treated as Operation and Maintenance Expenditures. See "POWER SOURCES AND COSTS—Colorado River Aqueduct" in this Appendix A.

### **Defined Benefit Pension Plan**

Metropolitan is a member of the California Public Employees' Retirement System ("PERS"), a multiple-employer pension system that provides a contributory defined-benefit pension for substantially all Metropolitan employees. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State. PERS is a contributory plan deriving funds from employee contributions as well as from employer contributions and earnings from investments. A menu of benefit provisions is established by State statutes within the Public Employees' Retirement Law. Metropolitan selects optional benefit provisions from the benefit menu by contract with PERS.

*DRAFT May 1, 2013*

Metropolitan makes biweekly contributions to PERS based on actuarially determined employer contribution rates. The actuarial methods and assumptions used are those adopted by the PERS Board of Administration. Employees are required to contribute seven percent of their earnings (excluding overtime pay) to PERS. Pursuant to current memoranda of understanding, Metropolitan contributes the requisite seven percent contribution for all employees represented by the Management and Professional Employees Association, the Association of Confidential Employees, Supervisors and Professional Personnel Association and AFSCME Local 1902 and who were hired prior to January 1, 2012. Employees in all four bargaining units who were hired on or after January 1, 2012, pay the full 7 percent employee contribution to PERS. Metropolitan contributes the entire seven percent on behalf of unrepresented employees. In addition, Metropolitan is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members.

The contribution requirements of the plan members are established by State statute and the employer contribution rate is established and may be amended by PERS. For fiscal year 2011-12, Metropolitan contributed 14.48 percent of annual covered payroll. In addition, from July 1, 2001 through January 1, 2012, Metropolitan paid the 7 percent employees' share of the PERS contribution for all employees. The fiscal year 2011-12 annual pension cost was \$40.3 million, of which \$13.2 million was for Metropolitan's pick-up of the employees' 7 percent share. For fiscal years 2012-13 and 2013-14, Metropolitan is required to contribute 15.0 percent and 16.31 percent, respectively, of annual covered payroll, in addition to member contributions paid by Metropolitan. The fiscal year 2011-12 contribution requirement was based on the June 30, 2009 valuation report, the fiscal year 2012-13 contribution requirement is based on the June 30, 2010 valuation report and the 2013-14 contribution requirement is based on the June 30, 2011 valuation report. The June 30, 2011 actuarial valuation report includes a projected employer contribution rate for fiscal year 2014-15 of 17.8 percent of annual covered payroll, based on PERS' projected investment return for fiscal year 2011-12 of 0 percent, and a projected employer contribution rate for fiscal year 2015-16 of 18.3 percent of annual covered payroll, based on PERS' projected investment return for fiscal year 2012-13 of 7.5 percent. As of June 30, 2011, the date of the most recent actuarial valuation report available from PERS, the actuarial and market values of assets in Metropolitan's pension plan were approximately \$1.416 billion and \$1.257 billion, respectively. The plan had an unfunded liability of approximately \$259 million (84.5 percent funded based on actuarial value of assets and 75.1 percent funded based on market value), reflecting the impact of financial market conditions as of that date, which resulted in decreased valuation of PERS assets. This compares to the plan's unfunded liability of \$212 million as of the June 30, 2010 actuarial valuation (86.4 percent funded based on actuarial value of assets and 67.7 percent funded based on market value), \$191 million as of the June 30, 2009 actuarial valuation (87.1 percent funded based on actuarial value of assets and 63.6 percent funded based on market value), and \$102 million as of the June 30, 2008 actuarial valuation (92.3 percent funded based on actuarial value of assets and 94.1 percent funded based on market value). The pension plan had excess assets of \$95 million as of the June 30, 2002 actuarial valuation. The increase in unfunded liability is due to the draw-down of excess assets relating to the employer pick-up of the employees' 7 percent share and prior asset losses in PERS investments, and the recognition of gains and losses on an actuarial basis over a "smoothing" period. The actuarial value of PERS assets since fiscal year 2003-04 is based on a policy to smooth the market value of investments over a fifteen-year period to reduce the volatility of employers' future contributions and stabilize pension costs. However, in June 2009, the PERS Board adopted temporary modifications to the asset smoothing method in order to phase in over a three year period the impact of the 24 percent investment loss experienced in fiscal year 2008-09. In its June 2010 and June 2011 valuation reports, PERS continued the effects of the temporary modification. The phase-in provides short-term relief to local government employers and is designed to strengthen the long-term financial health of the pension funds. For more information on the plan, see Appendix B - "THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS AS OF FISCAL YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011 AND STATEMENTS OF NET POSITION AND STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION AS OF AND FOR THE SIX MONTHS ENDED DECEMBER 31, 2012 AND 2011 (UNAUDITED)."

*DRAFT May 1, 2013*

Metropolitan currently provides post-employment medical insurance to retirees and pays the post-employment medical insurance premiums to PERS. On January 1, 2012, Metropolitan implemented a longer vesting schedule for retiree medical benefits, which applies to all new employees. Metropolitan funds such benefits on a pay-as-you-go basis. Payments for this benefit were \$12.8 million in fiscal year 2011-12 and are estimated to be \$14.8 million in fiscal year 2012-13. Under Governmental Accounting Standards Board Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, Metropolitan is required to account for and report the outstanding obligations and commitments related to such benefits, commonly referred to as other postemployment benefits (“OPEB”), on an accrual basis.

Metropolitan’s annual required OPEB contribution was \$49.2 million in fiscal year 2011-12. Pay-as-you-go contributions were \$12.8 million in fiscal year 2011-12, which represent 26.0 percent of the annual required contribution. The required contribution was based on a January 1, 2011 actuarial valuation using the entry-age normal actuarial cost method with contributions determined as a level percent of pay. The actuarial assumptions included (a) a 4.5 percent investment rate of return, (b) a general inflation component of 3.0 percent and (c) increases to basic medical premiums of 9.0 percent for non-Medicare plans for 2013, grading down to 5.0 percent for 2021 and thereafter. As of January 1, 2011, the date of the actuarial report, the unfunded OPEB liability was estimated to be \$545 million. The unfunded actuarial accrued liability is amortized over a fixed 30-year period starting with fiscal year 2007-08 and ending in 2037. Assumption changes are amortized over a fixed 20-year period. Actuarial gains and losses are amortized over a rolling 15-year period. Metropolitan intends to begin OPEB funding above annual pay-as-you-go amounts with \$5.0 million in the fiscal year 2012-13 budget and intends to increase this amount by \$5.0 million per fiscal year to an annual funding amount of \$25.0 million beginning in fiscal year 2016-17.

**HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES**

The table below, for fiscal years 2008-09 through 2011-12, provides a summary of revenues and expenditures of Metropolitan prepared on a cash basis, which conforms to the Revenue Bond Resolution provisions regarding rates and additional Bonds (as defined in the Master Resolution) and Parity Obligations (as defined in the Master Resolution). See “METROPOLITAN EXPENDITURES—Limitations on Additional Revenue Bonds” in this Appendix A. Under cash basis accounting, water sales revenues are recorded when received (two months after billed) and expenses when paid (approximately one month after invoiced). The financial projections for fiscal years 2012-13 through 2016-17, are prepared on a modified accrual basis. This is consistent with the adopted biennial budget for fiscal years 2012-13 and 2013-14, which was prepared on a modified accrual basis instead of a cash basis. The table does not reflect the accrual basis of accounting, which is used to prepare Metropolitan’s annual audited financial statements. The modified accrual basis of accounting varies from the accrual basis of accounting in the following respects: depreciation and amortization will not be recorded and payments of debt service will be recorded when due and payable. Under the modified accrual basis of accounting, revenues are recognized in the fiscal year in which they are earned and expenses are recognized when incurred. Thus water sales revenues are recognized in the month the water is sold and expenses are recognized when goods have been received and services have been rendered. As a result of this change, projected revenues are \$4 million greater in fiscal year 2012-13 and \$17 million greater in fiscal year 2013-14 than under the previous cash basis of accounting. Projections of expenditures are not materially affected by this change. The change to modified accrual accounting is for budgeting purposes and Metropolitan will continue to calculate compliance with its rate covenant, limitations on additional bonds and other financial covenants in the Resolutions in accordance with their terms.

The projections are based on assumptions concerning future events and circumstances that may impact revenues and expenditures and represent management’s best estimates of results at this time. See footnotes to the table below entitled “HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES” and “MANAGEMENT’S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES” for relevant assumptions, including projected water sales and average annual increase in the effective water rate, and “MANAGEMENT’S DISCUSSION OF HISTORICAL AND

*DRAFT May 1, 2013*

PROJECTED REVENUES AND EXPENDITURES” for a discussion of potential impacts. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur. Therefore, the actual results achieved during the projection period will vary from the projections and the variations may be material.

In addition to the Parity Bonds currently outstanding and the Bonds described in the Official Statement or Remarketing Statement to which this Appendix A is attached (such Official Statement or Remarketing Statement, as applicable, together with all appendices thereto and documents expressly incorporated by reference therein, the “Offering Statement”), Metropolitan anticipates issuing approximately \$930 million aggregate principal amount of debt through fiscal year 2016-17 to finance the CIP. In September 2004 Metropolitan adopted a goal to maintain a minimum fixed charge coverage ratio, measuring total coverage of all fixed obligations (which includes all revenue bond debt service obligations, State Water Contract capital payments paid from current year operations and subordinate obligations) after payment of operating expenditures, of 1.2 times. This goal is subject to change by future action of Metropolitan’s Board.

Estimated revenues and expenditures are based on assumptions and estimates used in the adopted biennial budget for fiscal years 2012-13 and 2013-14, and reflect the issuance of additional bond sales projected over this period. Projections for fiscal year 2012-13 include actual financial results for July 2012-December 2012 with revised projections for the balance of the fiscal year. See “MANAGEMENT’S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES—Water Sales Receipts” in this Appendix A.

The projections in the table below assume that water sales will be 1.74 million acre-feet in fiscal year 2012-13, 1.7 million acre-feet in fiscal year 2013-14 and 1.75 million acre-feet in fiscal years 2014-15, 2015-16 and 2016-17, respectively. Rates and charges increased by 5.0 percent on January 1, 2013 and will increase by 5.0 percent on January 1, 2014. Rates and charges are projected to increase 3.0 percent annually thereafter. Actual rates and charges to be effective in 2015 and thereafter are subject to adoption by Metropolitan’s Board. The projections were prepared by Metropolitan and have not been reviewed by independent certified public accountants or any entity other than Metropolitan. Dollar amounts are rounded.

Metropolitan’s resource planning projections are developed using a comprehensive analytical process that incorporates demographic growth projections from recognized regional planning entities, historical and projected data acquired through coordination with local agencies, and the use of generally accepted empirical and analytical methodologies. See “METROPOLITAN’S WATER SUPPLY—Integrated Water Resources Plan” and “—The Integrated Resources Plan Strategy” in this Appendix A. Metropolitan has conservatively set the water sales projections in the following table which are below its projections for resource planning purposes. Metropolitan estimates that its water sales projections have a seventy percent statistical likelihood of being exceeded, compared to the fifty percent exceedance levels in the projections of water sales used to set prior years’ budgets and rates. Nevertheless, Metropolitan’s assumptions have been questioned by directors representing SDCWA on Metropolitan’s Board. Metropolitan has reviewed SDCWA’s concerns and, while recognizing that assumptions may vary, believes that the estimates and assumptions that support Metropolitan’s projections are reasonable based upon history, experience and other factors as described above.

The projected financial information relating to fiscal year 2012-13 in the following table is based on a financial projection as of December 31, 2012 which takes into consideration actual results of operations through December 31, 2012, projections for the period of January through June 2013 and assumes sales of 1.74 million acre-feet. Based on actual results of operations through March 31, 2013 and projections for the period of April through June 2013, Metropolitan now projects for fiscal year 2012-13 that water sales will increase to 1.81 million acre-feet, Parity Bonds Debt Service Coverage will be 2.24, Debt Service Coverage on all Obligations will be 2.23, and Fixed Charge Coverage will be 1.70.

DRAFT May 1, 2013

**HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES<sup>(a)</sup>**  
**(Dollars in Millions)**

	-----Actual-----				-----Projected-----				
	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Receipts from Water Sales <sup>(b)</sup>	\$988	\$1,011	\$996	\$1,062	\$1,219	\$1,241	\$1,326	\$1,370	\$1,422
Additional Revenue Sources <sup>(c)</sup>	<u>120</u>	<u>135</u>	<u>153</u>	<u>168</u>	<u>174</u>	<u>182</u>	<u>200</u>	<u>210</u>	<u>221</u>
Total Operating Revenues	<u>1,108</u>	<u>1,146</u>	<u>1,149</u>	<u>1,230</u>	<u>1,393</u>	<u>1,423</u>	<u>1,526</u>	<u>1,580</u>	<u>1,643</u>
O&M, CRA Power and Water Transfer Costs <sup>(d)</sup>	(532)	(551)	(531)	(476)	(462)	(503)	(555)	(578)	(602)
Total SWC OMP&R and Power Costs <sup>(e)</sup>	<u>(251)</u>	<u>(274)</u>	<u>(322)</u>	<u>(316)</u>	<u>(403)</u>	<u>(400)</u>	<u>(414)</u>	<u>(414)</u>	<u>(429)</u>
Total Operation and Maintenance	<u>(782)</u>	<u>(825)</u>	<u>(853)</u>	<u>(792)</u>	<u>(865)</u>	<u>(903)</u>	<u>(969)</u>	<u>(992)</u>	<u>(1,031)</u>
Net Operating Revenues	\$ 326	\$ 321	\$ 296	\$ 438	\$ 528	\$520	\$557	\$ 588	\$612
Miscellaneous Revenue <sup>(f)</sup>	20	33	74	56	20	19	19	19	19
Sales of Hydroelectric Power <sup>(g)</sup>	23	19	22	31	26	21	21	25	25
Interest on Investments <sup>(h)</sup>	<u>32</u>	<u>19</u>	<u>17</u>	<u>11</u>	<u>14</u>	<u>13</u>	<u>15</u>	<u>16</u>	<u>17</u>
Adjusted Net Operating Revenues <sup>(i)</sup>	401	392	409	536	588	573	612	648	673
Bonds and Additional Bonds Debt Service <sup>(j)</sup>	(223)	(244)	(277)	(297)	(299)	(308)	(316)	(325)	(336)
Subordinate Revenue Obligations <sup>(k)</sup>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>
Funds Available from Operations	\$ 177	\$ 147	\$ 131	\$ 238	\$ 288	\$ 264	\$ 295	\$ 322	\$336
Bonds and Additional Bonds Debt Service Coverage <sup>(l)</sup>	1.80	1.61	1.48	1.81	1.97	1.86	1.94	1.99	2.00
Debt Service Coverage on all Obligations <sup>(m)</sup>	1.79	1.60	1.47	1.80	1.96	1.85	1.93	1.99	2.00
Funds Available from Operations	\$ 177	\$ 147	\$ 131	\$ 238	\$ 288	\$ 264	\$ 295	\$ 322	\$336
Other Receipts (Expenditures)	(8)	(5)	(2)	(3)	(6)	(11)	(8)	(9)	(9)
Pay-As-You Go Construction	(31)	(35)	(45)	(45)	(55)	(125)	(125)	(125)	(125)
Water Transfer Capital Costs	(8)	(12)	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total SWC Capital Costs Paid from Current Year Operations	<u>(86)</u>	<u>(115)</u>	<u>(119)</u>	<u>(112)</u>	<u>(85)</u>	<u>(123)</u>	<u>(145)</u>	<u>(158)</u>	<u>(168)</u>
Remaining Funds Available from Operations	44	(20)	(35)	77	142	5	17	30	34
Fixed Charge Coverage <sup>(n)</sup>	1.30	1.09	1.03	1.31	1.53	1.33	1.33	1.34	1.33
Tax Receipts	105	97	88	90	84	81	61	56	51
General Obligation Bonds Debt Service	(49)	(48)	(39)	(39)	(40)	(40)	(23)	(23)	(23)
SWC Capital Costs Paid from Taxes	<u>(56)</u>	<u>(49)</u>	<u>(49)</u>	<u>(51)</u>	<u>(44)</u>	<u>(41)</u>	<u>(38)</u>	<u>(33)</u>	<u>(28)</u>
Net Funds Available from Current Year	\$ 44	\$(20)	\$(35)	\$77	\$142	\$5	\$ 17	\$30	\$34

Source: Metropolitan.

(a) Unaudited. Prepared on a cash basis for fiscal years ended June 30, 2009 through fiscal year ending June 30, 2012, and on a modified accrual basis for fiscal years ending June 30, 2013 through June 30, 2017.

(Footnotes continued on next page)

*DRAFT May 1, 2013*

- (b) During the four fiscal years ended June 30, 2009 through June 30, 2012, annual water sales (in acre-feet) were 2.17 million, 1.86 million, 1.63 million and 1.68 million (including 225,000 acre-feet of replenishment sales), respectively. See “METROPOLITAN REVENUES—Water Sales Revenues,” table entitled “SUMMARY OF WATER SOLD AND WATER SALES RECEIPTS” in this Appendix A. The water receipts projections are based upon estimated annual water sales (in acre-feet) of 1.74 million in fiscal year 2012-13, 1.7 million in fiscal year 2013-14 and 1.75 million in fiscal years 2014-15, 2015-16 and 2016-17, respectively. Projections reflect Board adopted rate and charge increases of 5.0 percent, which became effective on January 1, 2013 and 5.0 percent, which will become effective on January 1, 2014. Rates and charges are projected to increase 3.0 percent per fiscal year thereafter, subject to adoption by Metropolitan’s Board. See “MANAGEMENT’S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES” below.
- (c) Includes receipts from water standby, readiness-to-serve and capacity charges. The term Operating Revenues excludes ad valorem taxes. See “METROPOLITAN REVENUES — Additional Revenue Components” in this Appendix A.
- (d) Water Transfer Costs are included in Operation and Maintenance Expenditures for purposes of calculating the debt service coverage on all Obligations.
- (e) Includes on and off aqueduct power and operation, maintenance, power and replacement costs payable under the State Water Contract. See “METROPOLITAN EXPENDITURES—State Water Contract Obligations” in this Appendix A.
- (f) Includes lease and rental net proceeds, net proceeds from sale of surplus property and federal interest subsidy payments for Build America Bonds of \$6.6 million in fiscal year 2009-10, \$3.6 million in fiscal year 2010-11, \$6.6 million in fiscal year 2011-12 and \$13 million in fiscal year 2012-13 through fiscal year 2016-17. Federal interest subsidy payments do not reflect reductions pursuant to federal budget sequestration for the federal Fiscal Year 2013. Includes in fiscal year 2010-11, \$8 million from surplus property sales and a \$28.2 million capital reimbursement received from the Calleguas Municipal Water District in fiscal year 2010-11 related to termination of the Las Posas water storage program. See “REGIONAL WATER RESOURCES—Local Water Supplies—Groundwater Storage Programs” in this Appendix A. Also includes in fiscal year 2011-12 \$27.5 million from CVWD for delivery of 105,000 acre-feet under an exchange agreement between Metropolitan and CVWD. See “METROPOLITAN’S WATER SUPPLY—Colorado River Aqueduct—Quantification Settlement Agreement” in this Appendix A.
- (g) Includes Colorado River Aqueduct power sales.
- (h) Does not include interest applicable to Bond Construction Funds, the Excess Earnings Funds, other trust funds and the Deferred Compensation Trust Fund.
- (i) Adjusted Net Operating Revenues is the sum of all available revenues that the revenue bond resolutions specify may be considered by Metropolitan in setting rates and issuing additional Bonds and Parity Obligations.
- (j) Includes debt service on outstanding Bonds, the parity lien State Revolving Fund Loan which was repaid on July 1, 2011 and additional Bonds (projected). Assumes issuance of additional Bonds as provided in budget assumptions for the adopted biennial budget for fiscal years 2012-13 and 2013-14 as follows: \$180 million in fiscal year 2012-13, \$180 million in fiscal year 2013-14, \$200 million in fiscal year 2014-15, \$180 million in fiscal year 2015-16 and \$190 million in fiscal year 2016-17. See “OPERATING REVENUES AND DEBT SERVICE—Anticipated Financings” in the Official Statement and “CAPITAL INVESTMENT PLAN—Capital Investment Plan Financing” in this Appendix A.
- (k) Consisting of subordinate lien California Safe Drinking Water Revolving Fund Loan debt service. See “METROPOLITAN EXPENDITURES—Subordinate Revenue Obligations” in this Appendix A.
- (l) Adjusted Net Operating Revenues divided by the sum of debt service on outstanding Bonds, the parity lien State Revolving Fund Loan which was repaid on July 1, 2011 and additional Bonds (projected).
- (m) Adjusted Net Operating Revenues, divided by the sum of debt service on outstanding Bonds, the parity lien State Revolving Fund Loan which was repaid on July 1, 2011, the subordinate lien California Safe Drinking Water Revolving Fund Loan and additional Bonds (projected). See “METROPOLITAN EXPENDITURES—Subordinate Revenue Obligations” in this Appendix A.
- (n) Adjusted Net Operating Revenues, divided by the sum of State Water Contract capital costs paid from current year operations and debt service on outstanding Bonds, the parity lien State Revolving Fund Loan which was repaid on July 1, 2011, the subordinate lien California Safe Drinking Water Revolving Fund Loan, and additional Bonds (projected).

## **MANAGEMENT’S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES**

### **Water Sales Receipts**

Metropolitan relies on receipts from water sales for about 75 to 80 percent of its total revenues. Metropolitan’s Board has adopted annual increases in water rates each year beginning with the rates effective January 1, 2004. See “METROPOLITAN REVENUES—Rate Structure” and “—Classes of Water Service” in this Appendix A. Effective January 1, 2009, base water rates and charges increased by 9.8 percent plus a \$25 per acre-foot water supply surcharge. The combined impact was an increase of approximately 14.3 percent. Water rates and charges increased an average of 19.7 percent effective September 1, 2009, and the water supply surcharge was replaced by a \$69 per acre-foot Delta Supply Surcharge intended to recover the costs of additional water transfer purchases to augment State Water Project supplies and to be reduced as interim Delta improvements ease pumping restrictions, resulting in lower costs for additional supplies. See “METROPOLITAN’S WATER SUPPLY—State Water Project” and “—Water Transfer, Storage and Exchange Programs” in this Appendix A. On April 14, 2009, Metropolitan’s Board directed staff to evaluate historical cost-of-service methodology with the intent to ensure that all rates and charges recover the full cost of service effective January 1, 2011. On April 13, 2010, Metropolitan’s Board adopted a Delta Supply Surcharge of \$51 and \$58 per acre-foot, effective January 1, 2011 and January 1, 2012, respectively, with corresponding base water rate increases of 7.5 percent each year. The Delta Supply Surcharge is zero for

*DRAFT May 1, 2013*

calendar years 2013 and 2014. On April 10, 2012, Metropolitan's Board adopted a 5.0 percent rate and charge increase, which became effective January 1, 2013 and a 5.0 percent increase, which will become effective January 1, 2014. Increases in rates and charges reflect increasing operations and maintenance costs, including higher treatment costs, financing requirements of the approximately \$1.45 billion five-year CIP (covering the years 2013 to 2017), increasing State Water Project costs, and reduced water sales.

Water sales forecasts in the table above are: 1.74 million acre-feet in fiscal year 2012-13, 1.7 million acre-feet in fiscal year 2013-14 and 1.75 million acre-feet in fiscal years 2014-15 through 2016-17. For purposes of comparison, Metropolitan's highest water sales during the past five fiscal years was approximately 2.3 million acre-feet in fiscal year 2007-08. See "METROPOLITAN REVENUES—Water Sales" in this Appendix A.

These financial projections reflect the Board's actions to increase water rates and charges by 7.5 percent, effective January 1, 2012, 5.0 percent, effective January 1, 2013 and 5.0 percent, effective January 1, 2014. Rates are projected to increase 3.0 percent per year thereafter. Actual rates and charges to be effective in 2015 and thereafter are subject to adoption by Metropolitan's Board. Metropolitan is required to fix rates and charges estimated to provide operating revenues which, together with other available revenues, are sufficient to pay Metropolitan's operating expenses and provide for payment of the interest and principal of its bonds and other costs.

Metropolitan has funded a Water Treatment Surcharge Stabilization Fund and a Water Rate Stabilization Fund with a portion of the water revenues collected. The Board's stated policy is to use moneys in these funds to mitigate the need to increase water rates as a result of annual variability in water sales. Since fiscal year 2009-10, there has been no balance in the Water Treatment Surcharge Stabilization Fund. The balance in the Water Rate Stabilization Fund was \$78.4 million in fiscal year 2009-10, \$42.6 million in fiscal year 2010-11 and \$127.4 million in fiscal year 2011-12. The fiscal year 2010-11 balance included \$13 million held in reserves pursuant to the exchange contract between Metropolitan and SDCWA due to SDCWA's litigation challenging Metropolitan's rate structure. This reserve increased to \$50 million at the end of fiscal year 2011-12. The amount of this reserve as of December 31, 2012 was \$67.5 million. See "METROPOLITAN'S WATER SUPPLY—Colorado River Aqueduct—Sale of Water by the Imperial Irrigation District to San Diego County Water Authority" and "METROPOLITAN REVENUES—Litigation Challenging Rate Structure" in this Appendix A.

The Long-Range Finance Plan adopted by the Board on March 9, 1999 provides for a minimum/maximum reserve policy based on Metropolitan's water sales during wet periods. Funds representing the minimum reserve level are held in the Revenue Remainder Fund, and any funds in excess of the minimum reserve level (up to the maximum reserve level) are held in the Water Rate Stabilization Fund. The maximum reserve level on June 30, 2012 was calculated to be \$458 million and the minimum reserve requirement as of June 30, 2012, was \$190 million. The actual fund balances in the Water Rate Stabilization Fund, the Revenue Remainder Fund and the Water Stewardship Fund on June 30, 2012 totaled \$332 million, including \$50 million held pursuant to the SDCWA rate structure litigation, \$14.1 million in the Water Stewardship Fund and \$36.9 million held as collateral by Metropolitan's swap counterparties. See "METROPOLITAN REVENUES—Rate Structure" and "—Litigation Challenging Rate Structure" and "METROPOLITAN EXPENDITURES—Variable Rate and Swap Obligations" in this Appendix A. See "METROPOLITAN REVENUES—Financial Reserve Policy" and "CAPITAL INVESTMENT PLAN—Capital Investment Plan Financing" in this Appendix A.

*DRAFT May 1, 2013*

### **Water Sales Projections**

Metropolitan's water sales projections are the result of a comprehensive retail demand, conservation, and local supply estimation process, including supply projections from member agencies and other water providers within Metropolitan's service area. Retail demands for water are estimated with a model driven by projections of relevant demographics provided by SCAG and SANDAG. Retail demands are adjusted downward for conservation savings and local supplies, with the remainder being the estimated demand for Metropolitan supplies. Conservation savings estimates include all conservation programs in place to date as well as estimates of future conservation program goals that will result from regional 20 percent reductions by 2020 conservation savings. See "METROPOLITAN'S WATER SUPPLY—Water Conservation" in this Appendix A. Local supplies include water produced by local agencies from various sources including but not limited to groundwater, surface water, locally-owned imported supplies, and recycled water (see "REGIONAL WATER RESOURCES"). See "HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES" for additional description of Metropolitan's water sales projections.

The water sales projections are used to determine water rates and charges. In adopting the budget and rates and charges for each fiscal year, Metropolitan's board reviews the anticipated revenue requirements and projected water sales to determine the rates necessary to produce substantially the revenues to be derived from water sales during the fiscal year. Metropolitan sets rates and charges estimated to provide operating revenues sufficient, with other sources of funds, to provide for payment of its expenditures. See "—Water Sales Receipts" above and "HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES" in this Appendix A.

Actual water sales are likely to vary from projections. Over the ten-year period from fiscal-year 2002-03 through 2011-12, actual water sales exceeded budgeted sales for the fiscal year in five fiscal years, with the greatest positive variance in fiscal year 2005-06 when actual sales of 2,152,818 acre-feet were 114 percent of budgeted sales (1,895,730 acre-feet). Actual sales were less than budgeted sales in five fiscal years, with the greatest negative variance in fiscal year 2010-11 when actual sales of 1,632,277 acre-feet were 85 percent of budgeted sales (1,927,875 acre-feet). Over the ten fiscal years from 2002-03 through 2011-12, average actual sales were 100 percent of average budgeted sales. In fiscal year 2011-12, actual sales were 1,676,855 acre-feet (including 225,000 acre-feet of replenishment sales), representing 93 percent of sales of 1,800,000 acre-feet in the revised budget. If actual sales exceed projections, the revenues from water sales during the fiscal year will exceed budget, resulting in an increase in financial reserves. See "METROPOLITAN REVENUES—Financial Reserve Policy" in this Appendix A. If actual sales are less than projections, Metropolitan uses various tools to manage reductions in revenues, such as reducing expenditures below budgeted levels and drawing on reserves. Metropolitan considers actual sales, revenues and expenditures, and financial reserve balances in setting rates for future fiscal years.

### **Operation and Maintenance Expenditures**

Operation and maintenance expenditures in fiscal year 2011-12 were \$792 million, which represented approximately 66 percent of total costs. These expenditures include the costs of labor, electrical power, materials and supplies of both Metropolitan and its contractual share of the State Water Project. The cost of power for pumping water through the aqueducts is a major component of this category of expenditures.

The 2012-13 projected operation and maintenance expenditures are \$865 million. Metropolitan's Board adopted a budget benchmark in September 2004 to limit the annual increase in departmental operations and maintenance budgets to no more than the five-year rolling average change in the Los Angeles/Orange/Riverside Counties consumer price index. The projected fiscal year 2012-13 departmental expenditures of \$357 million is approximately 2.9 percent and 5.3 percent higher than expenditures in fiscal years 2011-12 and 2010-11, respectively.

*DRAFT May 1, 2013*

## **POWER SOURCES AND COSTS**

### **General**

Current and future costs for electric power required for operating the pumping systems of the Colorado River Aqueduct and the State Water Project are a substantial part of Metropolitan's overall expenses. Expenditures for electric power for the Colorado River Aqueduct (not including credits from power sales and related revenues) for the fiscal years 2009-10, 2010-11 and 2011-12 were approximately \$42.4 million, \$46.9 million and \$30.0 million, respectively. Expenditures for electric power and transmission service for the State Water Project for fiscal years 2009-10, 2010-11 and 2011-12 were approximately \$156.1 million, \$189.8 million and \$214.1 million, respectively. Given the continuing uncertainty surrounding the electricity markets in California and in the electric industry in general, Metropolitan is unable to give any assurance with respect to the magnitude of future power costs.

### **Colorado River Aqueduct**

Generally 55 to 70 percent of the annual power requirements for pumping at full capacity (1.25 million acre-feet of Colorado River water) in Metropolitan's Colorado River Aqueduct are secured through long-term contracts with the United States Department of Energy for energy generated from facilities located on the Colorado River (Hoover Power Plant and Parker Power Plant) and Edison. These contracts provide Metropolitan with reliable and economical power resources to pump Colorado River water to Metropolitan's service area.

On December 20, 2011, President Obama signed into law the Hoover Power Allocation Act of 2011 (H.R. 470). This new law requires the Western Area Power Administration to renew existing contracts for electric energy generated at the Hoover Power Plant for an additional 50 years through September 2067. The contractors will retain 95 percent of their existing power rights. The law will allow Metropolitan to continue to receive a significant amount of power from the Hoover power plant after the current contract expires in 2017.

The remaining approximately 30 to 45 percent of annual pumping power requirements for full capacity pumping on the Colorado River Aqueduct is obtained through energy purchases from municipal and investor-owned utilities or power marketers. Gross diversions of water from Lake Havasu for the fiscal years ended June 30, 2011 and June 30, 2012 were approximately 1,005,000 acre-feet and 724,413 acre-feet, respectively, including Metropolitan's basic apportionment of Colorado River water and supplies from water transfer and groundwater storage programs.

The Metropolitan-Edison 1987 Service and Interchange Agreement includes provisions for the sharing of the benefits realized by the integrated operation of Edison's and Metropolitan's electric systems. Under this agreement, with a prior year pumping operation of 1 million acre-feet, Edison provides Metropolitan additional energy (benefit energy) sufficient to pump approximately 140,000 acre-feet annually. As the amount of pumping is increased, the amount of benefit energy provided by Edison is reduced.

Under maximum pumping conditions, Metropolitan can require up to one million megawatt-hours per year in excess of the base resources available to Metropolitan from the Hoover Power Plant, the Parker Power Plant, and Edison benefit energy. Metropolitan is a member of the Western Systems Power Pool ("WSPP"), and utilizes its industry standard form contract to make wholesale power purchases at market cost. Metropolitan acquires the majority of its supplemental power from WSPP members. In calendar years 2010 and 2011, Metropolitan purchased 755,000 megawatt-hours and 100,000 megawatt-hours, respectively, of energy above its base power resources. In calendar year 2012, Metropolitan pumped approximately 739,000 acre-feet of its Colorado River water and additional supplies from other Colorado River sources but did not purchase any additional energy supplies above its base power resources.

*DRAFT May 1, 2013*

### **State Water Project**

The State Water Project's power requirements are met from a diverse mix of resources, including State-owned hydroelectric generating facilities. DWR has long-term contracts with Nevada Energy (coal-fired energy), Morgan Stanley (unspecified energy sources), Metropolitan (hydropower), Kern River Conservation District (hydropower) and the Northern California Power Agency (natural gas generation). The remainder of its power needs are met by short-term purchases. Metropolitan pays approximately 70 percent of State Water Project power costs.

DWR is seeking renewal of the license issued by FERC for the State Water Project's Hyatt-Thermalito hydroelectric generating facilities at Lake Oroville. A Settlement Agreement containing recommended conditions for the new license was submitted to FERC in March 2006. That agreement was signed by over 50 stakeholders, including Metropolitan and other State Water Project contractors. With only a few minor modifications, FERC staff recommended that the Settlement Agreement be adopted as the condition for the new license. DWR issued a Final EIR for the relicensing project on July 22, 2008. On August 21, 2008, Butte County and Plumas County filed separate lawsuits against DWR challenging the adequacy of the Final EIR. This lawsuit also named all of the signatories to the Settlement Agreement as "real parties in interest," since they could be adversely affected by this litigation. A trial was conducted in January 2012. On May 16, 2012, the court found that the EIR prepared in conjunction with the relicensing was adequate and dismissed the lawsuit against DWR. On August 7, 2012, Butte and Plumas Counties filed a notice of appeal. A briefing schedule has not been set. Regulatory permits and authorizations are required before the new license can take effect. Chief among these is a biological opinion from the National Marine Fisheries Service setting forth the terms and conditions under which the relicensing project must operate in order to avoid adverse impacts to threatened and endangered species. DWR has filed an application requesting this biological opinion. FERC has issued one-year renewals of the existing license since its initial expiration date on January 31, 2007, and is expected to issue successive one-year renewals until a new license is obtained.

DWR receives transmission service from investor-owned utilities under existing contracts and from the California Independent System Operator, a nonprofit public benefit corporation formed in 1996 pursuant to legislation that restructured and deregulated the electric utility industry in California. The transmission service provider may seek increased transmission rates, subject to the approval of FERC. DWR has the right to contest any such proposed increase. DWR may be subject to increases in the cost of transmission service as new electric grid facilities are constructed.

### **Energy Management Program**

Metropolitan staff completed a comprehensive Energy Management and Reliability Study in late 2009 and Metropolitan's Board adopted energy management policies in August 2010 that provide objectives for future energy-related projects to contain costs and reduce Metropolitan's exposure to energy price volatility, increase operational reliability through renewable energy projects, provide a revenue stream to offset energy costs and move Metropolitan toward energy independence.

Metropolitan's Energy Management Program mandates that Metropolitan design and operate its facilities in the most energy-efficient and cost-effective manner. This program includes: setting design standards for energy-efficient facilities; taking advantage of available rebates for energy efficiency and energy-saving projects; operating Metropolitan's facilities in the most energy-efficient manner; and continuing to investigate alternative energy sources, such as solar and wind power. Metropolitan has completed energy efficiency assessments at all five of its water treatment plants and is evaluating recommendations for proposed changes. Metropolitan has completed construction of a one-megawatt solar generation facility at the Robert A. Skinner Treatment Plant and is investigating additional solar power generation at other treatment plants and facilities. Metropolitan has begun integrating fuel-efficient hybrid vehicles into its fleet and assessing the use of alternative fuels (biodiesel) for its off-road vehicles and

*DRAFT May 1, 2013*

construction equipment. Finally, Metropolitan is assessing the feasibility of expanding its hydroelectric generation capabilities.

In February 2007, the Board authorized Metropolitan's membership in the California Climate Action Registry, a nonprofit voluntary registry for greenhouse gas emissions that was established by the California Legislature in 2000. Metropolitan began annual reporting of its certified baseline greenhouse gas inventory, or carbon footprint, in calendar year 2005 to the California Climate Action Registry. In calendar year 2010, Metropolitan's emissions reporting transitioned from the California Climate Action Registry to The Climate Registry, a nonprofit North American emission registry. Metropolitan also reports required emissions data to the California Air Resources Board ("CARB") under mandatory reporting regulations adopted pursuant to AB 32, California's Global Warming Solutions Act. On December 16, 2010, CARB adopted a regulation for a California cap on greenhouse gas emissions under AB 32, and after additional workshops, public comment and further consideration, approved the regulation on October 20, 2011, with compliance deferred to 2013. Under the regulation, Metropolitan will be regulated as an importer of energy and will be required to purchase allowances to cover any greenhouse gas emissions associated with its supplemental imported energy. Metropolitan does not anticipate it will incur cap and trade allowance obligations in 2013.

**APPENDIX C**

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**SUMMARY OF PROVISIONS OF THE RESOLUTIONS AND  
THE PAYING AGENT AGREEMENT**

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## APPENDIX C

### SUMMARY OF PROVISIONS OF THE RESOLUTIONS AND THE PAYING AGENT AGREEMENT

The following is a summary of certain provisions of the Master Resolution and the Nineteenth Supplemental Resolution, together with a summary of certain definitions and provisions of the Paying Agent Agreement. This Summary does not purport to be complete and is qualified in its entirety by reference to the foregoing documents for a complete statement of the provisions of such documents.

#### DEFINITIONS

The following are definitions of terms used in this Summary. Such definitions also apply to terms used in the Official Statement, to the extent such terms are not otherwise defined in the Official Statement. Terms used in this summary but not defined herein have the meanings specified in the Resolutions.

**“Account”** means any account established pursuant to the Paying Agent Agreement.

**“Accreted Value”** means, with respect to any Capital Appreciation Bond or Capital Appreciation Parity Obligation, the principal amount thereof plus the interest accrued thereon from its delivery date, compounded at the approximate interest rate thereof on each date specified therein. With respect to any Capital Appreciation Bonds, the Accreted Value at any date to which reference is made shall be the amount set forth in the Accreted Value Table as of such date, if such date is a compounding date, and if not, shall be determined by straight-line interpolation with reference to such Accreted Value Table.

**“Accreted Value Table”** means the table denominated as such, and to which reference is made in, a Supplemental Resolution for any Capital Appreciation Bonds issued pursuant to such Supplemental Resolution.

**“Act”** means the Metropolitan Water District Act, California Statutes 1969, Chapter 209, as amended and as supplemented by Article 11 of Chapter 3 (Section 53580 et seq.) and Chapter 6, of Part 1, Division 2, Title 5 (Section 54300 et seq.) of the Government Code of the State of California, as further amended from time to time.

**“Additional Revenues”** means, for any period of calculation, all interest, profits and other income received from the investment of any moneys of Metropolitan and any other revenues (other than Operating Revenues) of Metropolitan, in each case to the extent available to pay principal and Accreted Value of and interest on the Bonds during such period.

**“Adjustable Interest Rate”** means a rate of interest on any of the Series 2013D Bonds before the Fixed Rate Date, determined pursuant to the Paying Agent Agreement.

**“Alternate Liquidity Facility”** means a letter of credit and related reimbursement agreement, line of credit, standby bond purchase agreement or similar agreement providing for the purchase of the Series 2013D Bonds tendered pursuant to any optional or mandatory tender that Metropolitan delivers to the Paying Agent pursuant to the provisions of the Paying Agent Agreement in substitution of any Liquidity Facility then in effect, including any renewal or extension of the term thereof, as each such agreement may be amended, supplemented or otherwise modified from time to time, issued and delivered to the Paying Agent.

**“Assumed Debt Service”** means, with respect to any Excluded Principal Payment for any Fiscal Year (or other designated 12 month period) on or after the Excluded Principal Payment date, the sum of the amount of principal and interest which would be payable in each such Fiscal Year (or other designated 12 month period) if that Excluded Principal Payment were amortized for a period specified by Metropolitan at the time of issuance of such Bonds or Parity Obligations (no greater than thirty (30) years from the date of such Excluded Principal Payment) on a substantially level debt service basis, calculated based on a fixed interest rate equal to the rate at which Metropolitan could borrow (as of the time of calculation) for such period, as certified by a certificate of a financial advisor or investment banker delivered to Metropolitan, at the time of issuance of such Bonds or Parity Obligations, which may rely conclusively on such certificate, within thirty (30) days of the date of calculation.

**“Authorized Denominations”** means, with respect to any Series 2013D Bonds bearing interest in a Weekly Mode, \$100,000 and any integral multiple of \$5,000 in excess thereof.

**“Beneficial Owner”** means, wherever used with respect to a Series 2013D Bond, the person in whose name such Series 2013D Bond is recorded as the beneficial owner of such Series 2013D Bond by a Participant on the records of such Participant or such person’s subrogee.

**“Board”** or **“Board of Directors”** means the Board of Directors of Metropolitan.

**“Bond Counsel”** means a firm of attorneys nationally recognized as experts in the area of municipal finance who are familiar with the transactions contemplated under the Paying Agent Agreement and acceptable to Metropolitan.

**“Bond Obligation”** means, as of any date of calculation, (1) with respect to any Outstanding Current Interest Bond, the principal amount of such Bond, and (2) with respect to any Outstanding Capital Appreciation Bond, the Accreted Value thereof as of the date on which interest on such Capital Appreciation Bond is compounded next preceding such date of calculation (unless such date of calculation is a date on which such interest is compounded, in which case, as of such date).

**“Bond Purchase Contract”** means the Bond Purchase Contract between Metropolitan and the underwriter named therein providing for the purchase of the Series 2013D Bonds.

**“Bond Register”** means the bond register that the Paying Agent maintains pursuant to the Paying Agent Agreement.

**“Bond Service Fund”** means the Water Revenue Bonds, Bond Service Fund established pursuant to the Master Resolution.

**“Bonds”** means The Metropolitan Water District of Southern California Water Revenue Bonds authorized by, and at any time Outstanding pursuant to, the Resolutions.

**“Business Day”** means a day (a) other than a day on which banks located in the City of New York, New York or the cities in which the respective principal offices of the Fiscal Agent, the Paying Agent or the Remarketing Agent are located, are required or authorized by law or executive order to close, and (b) on which the New York Stock Exchange is open.

**“Capital Appreciation Bonds”** means any Bonds the interest on which is compounded and not scheduled to be paid until maturity, prior redemption or conversion thereof.

**“Capital Appreciation Parity Obligations”** means any Parity Obligations the interest with respect to which is compounded and not scheduled to be paid until maturity, prior redemption or conversion thereof.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto or issued thereunder or any successor statute thereto.

**“Controller”** means the Controller of Metropolitan, who may also be a Fiscal Agent for a Series of Bonds if so designated in the Supplemental Resolution authorizing the issuance of such Series.

**“Corporate Trust Office”** means with respect to the initial Paying Agent, its corporate trust office situated in Los Angeles, California; provided, however, for transfer, registration, exchange, payment and surrender of the Series 2013D Bonds, it shall mean the corporate trust office of the Paying Agent in Minneapolis, Minnesota. The Paying Agent may designate alternate Corporate Trust Offices and any successor Paying Agent shall designate its Corporate Trust Office by written notice delivered to the Notice Parties; provided, however, that with respect to tenders of the Series 2013D Bonds, the Corporate Trust Office shall be located in Los Angeles, California.

**“Credit Facility”** means a letter of credit, line of credit, liquidity facility or other credit facility issued by a financial institution or other form of credit enhancement, including, but not limited to, municipal bond insurance and guarantees, delivered to the Treasurer or the Fiscal Agent for a Series or portion of a Series of Bonds, which provides for payment, in accordance with the terms of such Credit Facility, of principal or Accreted Value, premium and/or interest of such Series or portion of a Series of Bonds and/or the purchase price of such Series of Bonds or portion thereof. A Credit Facility may be comprised of one or more credit facilities issued by one or more financial institutions. **“Current Interest Bonds”** means the Bonds of any Series, other than Capital Appreciation Bonds, which pay interest at least annually to the Owners thereof excluding the first payment of interest thereon.

**“Current Interest Bonds”** means the Bonds of any Series, other than Capital Appreciation Bonds, which pay interest at least annually to the Owners thereof excluding the first payment of interest thereon.

**“Daily Mode”** means an Interest Mode in which the Remarketing Agent determines the interest rate on the Series 2013D Bonds on each Business Day pursuant to the Paying Agent Agreement.

**“District Account”** means the account of the Purchase Fund so designated and established under and pursuant to the Paying Agent Agreement.

**“District Bond Payments”** means all payments of principal of and interest on the District Bonds.

**“District Bond Received Amounts”** means, collectively, all District Bond Payments and District Bond Remarketing Proceeds that the Paying Agent receives.

**“District Bond Remarketing Proceeds”** means any proceeds that the Paying Agent receives from the remarketing of District Bonds pursuant to the Paying Agent Agreement.

**“District Bond Rate”** means, as to any District Bonds, the applicable Revolving Credit Facility Rate. If no Revolving Credit Facility is in effect, then the District Bond Rate shall equal the SIFMA Index. If the SIFMA Index is no longer available, then the District Bond Rate shall equal 2.00%.

**“District Bonds”** means Self-Liquidity Bonds or beneficial interests therein that Metropolitan purchases pursuant to the Paying Agent Agreement and the Series 2013D Bonds issued in exchange for and in replacement or substitution thereof; provided, however, that “District Bonds” shall not include any Liquidity Supported Bonds that Metropolitan owns or any Self-Liquidity Bonds that Metropolitan purchases for its own account outside of and other than the purchase of Series 2013D Bonds tendered pursuant to any optional or mandatory tender, as described in the Official Statement under the caption “DESCRIPTION OF THE SERIES 2013D BONDS – Tender and Purchase of the Series 2013D Bonds.”

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns.

**“Event of Default”** means an Event of Default under the Master Resolution. See “MASTER RESOLUTION - Defaults and Remedies under the Master Resolution” below.

**“Excess Earnings Fund”** means the Special Variable Rate Water Revenue Refunding Bonds Excess Earnings Fund established for such Series pursuant to the Nineteenth Supplemental Resolution.

**“Excluded Principal Payment”** means each payment of principal of Bonds or Parity Obligations which Metropolitan designates (in the Supplemental Resolution or other document delivered on a date not later than the date of issuance of such Bonds or Parity Obligations) to be an Excluded Principal Payment. No such determination shall affect the security for such Bonds or Parity Obligations or the obligation of Metropolitan to pay such payments from Net Operating Revenues or from the applicable reserve fund or account, if any.

**“Expenditures”** means cash disbursements of Metropolitan.

**“Favorable Opinion of Bond Counsel”** means, with respect to any action the occurrence of which requires such an opinion, an unqualified opinion of Bond Counsel to the effect that such action is authorized and permitted under the Act, the Resolutions and the Paying Agent Agreement, complies with the Resolutions and the Paying Agent Agreement and will not impair the exclusion of interest on the Series 2013D Bonds from gross income for purposes of Federal income taxation or the exemption of interest on the Series 2013D Bonds from personal income taxation under the laws of the State (subject to the inclusion of any exceptions contained in the opinion delivered upon original issuance of the Series 2013D Bonds).

**“Federal Securities”** means direct obligations of, or obligations the timely payment of which are unconditionally guaranteed by, the United States of America or the Treasury Department of the United States of America or securities or receipts evidencing direct ownership interests in the foregoing obligations or specific portions (such as principal or interest) of the foregoing obligations which are held in safekeeping by a custodian on behalf of the owners of such receipts.

**“Fiscal Agent”** means, with respect to any Series of Bonds issued pursuant to the Nineteenth Supplemental Resolution, the Treasurer. With respect to any other Series of Bonds, “Fiscal Agent” means the fiscal agent appointed pursuant to the Supplemental Resolution authorizing the issuance of such Series (which may be the Treasurer or the Controller of Metropolitan).

**“Fiscal Year”** means the period beginning on July 1st of each year and ending on the next succeeding June 30th, or any other twelve month period selected by Metropolitan as the official fiscal year of Metropolitan.

**“Fixed Interest Rate”** means a per annum rate of interest on any of the Series 2013D Bonds from and after the Fixed Rate Date that the Remarketing Agent determines pursuant to the Paying Agent Agreement.

**“Fixed Rate Date”** means the date on which the annual rate of interest on any of the Series 2013D Bonds becomes fixed and determined for the remainder of the term of the Series 2013D Bonds pursuant to the Paying Agent Agreement.

**“Fund”** means any fund established pursuant to the Paying Agent Agreement.

**“High Grade CP Index”** means 80% of the interest rate on 30-Business Day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in The Wall Street Journal or The Bond Buyer, as Metropolitan determines and specifies to the Paying Agent.

**“Information Services”** means, in accordance with then-current guidelines of the Securities and Exchange Commission, one or more bond redemption information services selected by the Paying Agent, or, if the Paying Agent does not select a service, then such service or services as Metropolitan may designate in a certificate of Metropolitan delivered to the Paying Agent.

**“Interest Accrual Date”** means, while the Series 2013D Bonds bear interest in a Weekly Mode, the effective date of the change to the Daily Mode or the Weekly Mode (or, initially, the date of delivery of the Series 2013D Bonds) and, thereafter, the first Business Day of each month.

**“Interest Mode”** means, at any time, the mode in which the Series 2013D Bonds bear interest at an Adjustable Interest Rate and includes the Daily Mode, the Weekly Mode, the Short-Term Mode, and the Long Mode.

**“Interest Payment Date”** means, while the Series 2013D Bonds bear interest in the Weekly Mode, the first Business Day of each calendar month, commencing July 1, 2013, the day immediately following the effective date of a change in the Interest Mode and, with respect to any District Bonds, the first Business Day of each calendar month.

**“Liquidity Facility”** means any letter of credit and related reimbursement agreement, line of credit, standby bond purchase agreement or similar agreement providing for the purchase of the Series 2013D Bonds tendered pursuant to any optional or mandatory tender that Metropolitan delivers to the Paying Agent pursuant to the provisions of the Paying Agent Agreement in connection with the change in the designation of the Series 2013D Bonds from Self-Liquidity Bonds to Liquidity Supported Bonds or the change in the Interest Mode of the Series 2013D Bonds, including any renewal or extension of the term of each such agreement, as each such agreement may be amended, supplemented or otherwise modified from time to time, issued and delivered to the Paying Agent, and upon the issuance of any Alternate Liquidity Facility, such Alternate Liquidity Facility.

**“Liquidity Provider”** means any issuer or provider of any Liquidity Facility or Alternate Liquidity Facility that Metropolitan delivers to the Paying Agent pursuant to the Paying Agent Agreement.

**“Liquidity Supported Bonds”** means Series 2013D Bonds bearing interest in any Interest Mode that Metropolitan designates as Liquidity Supported Bonds pursuant to the Paying Agent Agreement.

**“Long Mode”** means an Interest Mode in which the interest rate on any of the Series 2013D Bonds is adjusted at the intervals determined by the Remarketing Agent pursuant to the Paying Agent Agreement.

**“Mandatory Sinking Account Payment”** means, with respect to Bonds of any Series and maturity, the amount required by the Resolutions to be deposited by the Treasurer in the Bond Service Fund for the payment of Term Bonds of such Series and maturity.

**“Master Resolution”** means Resolution 8329 adopted by Metropolitan on July 9, 1991, as amended and supplemented.

**“Maximum Annual Debt Service”** means, as of any date of calculation, the greatest amount of principal and interest becoming due and payable on all Bonds and Parity Obligations in any Fiscal Year including the Fiscal Year in which the calculation is made or any subsequent Fiscal Year, provided, however, that for the purposes of computing Maximum Annual Debt Service:

(a) Excluded Principal Payments shall be excluded from such calculation and Assumed Debt Service shall be included in such calculation;

(b) if the Parity Obligations or Bonds are Variable Rate Indebtedness and (i) are secured pursuant to a Credit Facility which, if drawn upon, could create a repayment obligation which has a lien on Net Operating Revenues subordinate to the lien of the Parity Obligations or Bonds or (ii) are not secured by any Credit Facility, the interest rate on such Parity Obligations or Bonds for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to an interest rate calculated by multiplying 1.20 times the interest rate on the Parity Obligations or Bonds on the date of calculation or, if such Parity Obligations or Bonds are not currently Outstanding, 1.20 times the interest rate that such Parity Obligations or Bonds would bear if they were Outstanding on such date, as certified by a certificate of a financial advisor or investment banker delivered to Metropolitan;

(c) if the Parity Obligations or Bonds are Variable Rate Indebtedness and are secured pursuant to a Credit Facility which, if drawn upon, could create a repayment obligation which has a lien on Net Operating Revenues on a parity with the lien of the Parity Obligations or Bonds, the interest rate on such Parity Obligations or Bonds for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to the lesser of (i) the then current “prime rate” of the provider of the Credit Facility and (ii) the maximum rate permitted on the Parity Obligations or Bonds;

(d) principal and interest payments on Parity Obligations and Bonds shall be excluded to the extent such payments are to be paid from amounts on deposit (and investment earnings thereon) as of the date of calculation with the Treasurer, any Fiscal Agent or any other fiduciary in an escrow irrevocably dedicated therefor and to the extent that such interest payments are to be paid from the proceeds of Parity Obligations or Bonds held by the Treasurer, the Fiscal Agent or any other fiduciary as capitalized interest specifically to pay such interest;

(e) if the Bonds or Parity Obligations are Paired Obligations, the interest rate on such Bonds or Parity Obligations shall be the collective fixed interest rate to be paid by Metropolitan with respect to such Paired Obligations;

(f) in determining the principal amount due in each Fiscal Year, payment (unless a different subsection of this definition applies for purposes of determining principal maturities or

amortization) shall be assumed to be made in accordance with any amortization schedule established for such debt, including any Mandatory Sinking Account Payments or any scheduled redemption or payment of Bonds or Parity Obligations on the basis of Accreted Value, and for such purpose, the redemption payment or payment of Accreted Value shall be deemed a principal payment and interest that is compounded and paid as Accreted Value shall be deemed an interest payment due on the scheduled redemption or payment date; and

(g) with respect to each interest rate swap agreement constituting a Parity Obligation then in effect, if any, there shall be added into the calculation of Maximum Annual Debt Service an amount equal to the greater of:

(i) 0, and

(ii) (A) if the swap rate applicable to Metropolitan under such interest rate swap agreement is fixed, an amount equal to (1) (x) such fixed swap rate less (y) the variable swap rate applicable to the counterparty to such interest rate swap agreement at such date of determination, times (2) the notional amount of such interest rate swap agreement, or

(B) if the swap rate applicable to Metropolitan under such interest rate swap agreement is variable, an amount equal to (1) (x) 1.20 times the variable swap rate at such date of determination less (y) the fixed swap rate applicable to the counterparty to such interest rate swap agreement, times (2) the notional amount of such interest rate swap agreement,

in each case the notional amount of, and swap rates applicable to each party on such date of determination under, such interest rate swap agreement shall be as set forth in a certificate of a financial advisor or investment banker delivered to Metropolitan.

Notwithstanding any other subsection of this definition of Maximum Annual Debt Service, except as set forth in subsection (g) above, no amounts payable under any interest rate swap agreement constituting a Parity Obligation shall be included in the calculation of Maximum Annual Debt Service.

**“Maximum Interest Rate”** means (a) with respect to the Series 2013D Bonds (other than District Bonds) the lesser of 12% per annum and the maximum interest rate permitted by law, if any, and (b) with respect to District Bonds, the maximum interest rate permitted by law, if any.

**“Municipal Obligations”** means municipal obligations, rated in the highest Rating Category by any Rating Agencies, meeting the following conditions:

(a) the municipal obligations are not to be redeemable prior to maturity, or the trustee with respect to such obligations has been given irrevocable instructions concerning their calling and redemption;

(b) the municipal obligations are secured by Federal Securities, which Federal Securities, except for provisions relating to surplus moneys not required for the payment of the municipal obligations and the substitution of such Federal Securities for other Federal Securities satisfying all criteria for Federal Securities, may be applied only to interest, principal and premium payments of such municipal obligations;

(c) the principal of and interest on the Federal Securities (plus any cash in the escrow fund) are sufficient, without reinvestment, to meet the liabilities of the municipal obligations; and

(d) the Federal Securities serving as security for the municipal obligations are held by an escrow agent or trustee.

**“Net Operating Revenues”** means Operating Revenues less Operation and Maintenance Expenditures paid from Operating Revenues.

**“Nineteenth Supplemental Resolution”** means Resolution 9104 adopted by Metropolitan on December 8, 2009, and any amendments, modifications or supplements thereto.

**“Notice Parties”** means Metropolitan, the Fiscal Agent, the Remarketing Agent, the Paying Agent, and the Liquidity Provider, if any.

**“Operating Revenues”** means all revenues received by Metropolitan from charges for the sale and availability of water, including, without limitation, Metropolitan’s water rates, readiness-to-service charge, standby charge, new demand charge, connection maintenance charge, and treated water peaking charge.

**“Operation and Maintenance Expenditures”** means the necessary Expenditures for operating and maintaining the properties, works, and facilities of Metropolitan and shall include (i) Expenditures for such charges as may be payable by Metropolitan under the State Water Contract and under that certain contract entitled “The Devil Canyon-Castaic Contract” between Metropolitan and certain other Southern California public agencies, dated June 23, 1972, as amended from time to time, which charges constitute operation, maintenance, power and replacement charges, (ii) any necessary contributions to medical, health, retirement or other similar benefits of Metropolitan employees and annuitants and (iii) such other Expenditures of Metropolitan generally classified as operating and maintenance Expenditures, excluding any charges for depreciation or amortization. Notwithstanding the preceding sentence, for purposes of payment of Operation and Maintenance Expenditures only (see “THE MASTER RESOLUTION — Water Revenue Fund – Operation and Maintenance Expenditures”), Operation and Maintenance Expenditures shall not include a portion of any payment calculated pursuant to Section 25(d) of the first aforementioned contract which Metropolitan determines is attributable to the capital costs of off-aqueduct power facilities, as such facilities are defined in Article (1)(i)(2) of such contract.

**“Operation and Maintenance Fund”** means the fund of that name established and continued pursuant to the Master Resolution.

**“Outstanding”** means (1) when used as of any particular time with reference to Bonds (excluding, solely for the purpose of determining whether the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, or waiver, those Bonds which are owned by or held by or for the account of Metropolitan), all Bonds theretofore, or thereupon being, authenticated and delivered by the Fiscal Agent for that Series under the Resolutions except (A) Bonds theretofore cancelled by the Fiscal Agent for that Series or surrendered to the Fiscal Agent for that Series for cancellation; (B) Bonds with respect to which all liability of Metropolitan shall have been discharged in accordance with the Resolution; (C) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Fiscal Agent for that Series pursuant to the Resolutions; and (D) Bonds no longer deemed to be outstanding under the Resolutions as provided in the Supplemental Resolution pursuant to which such Bonds were issued; and (2) when used as of any particular time with reference to Parity Obligations, all Parity Obligations deemed outstanding or not satisfied within the meaning of the documents authorizing such Parity Obligations.

**“Owner” or “Bondholder”** whenever used with respect to a Bond, means the person in whose name such Bond is registered.

**“Paired Obligations”** means any one or more Series (or portion thereof) of Bonds or Parity Obligations, designated as Paired Obligations in the Supplemental Resolution or other document authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (i) the principal of which is of equal amount maturing and to be retired on the same dates and in the same amounts, and (ii) the interest rates on which, taken together, result in an irrevocably fixed interest rate obligation of Metropolitan for the term of such Bonds or Parity Obligations.

**“Parity Obligations”** means (1) any indebtedness or other obligation of Metropolitan for borrowed money, (2) any obligations of Metropolitan for deferred purchase price, (3) any lease obligation of Metropolitan, or (4) any other obligation of Metropolitan, in each case having a lien and charge upon, or being payable from, the Net Operating Revenues on a parity with the Bonds.

**“Participant”** means the participants of DTC which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

**“Paying Agent”** means Wells Fargo Bank, National Association, as appointed under the Paying Agent Agreement, and any successor appointed pursuant the Paying Agent Agreement.

**“Paying Agent Agreement”** means the Paying Agent Agreement, dated as of June 1, 2013, by and between Metropolitan and the Paying Agent, relating to the Series 2013D Bonds as it may be amended, supplemented or otherwise modified from time to time.

**“Person”** means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

**“Purchase Account”** means the account of the Purchase Fund so designated and established under and pursuant to the Paying Agent Agreement.

**“Purchase Fund”** means the fund so designated and established under and pursuant to the Paying Agent Agreement.

**“Purchase Price”** means, with respect to any Series 2013D Bonds tendered for purchase pursuant to any optional or mandatory tender, an amount equal to the principal amount of such Series 2013D Bonds, plus accrued and unpaid interest to the Tender Date (unless the Tender Date is an Interest Payment Date, in which case the Purchase Price shall not include accrued interest, which shall be paid in the normal course).

**“Rating Agencies”** means any or all of Moody’s Investors Service, Inc., Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. and Fitch, Inc., doing business as Fitch Ratings, and such other securities rating agencies providing a rating with respect to a Series of Bonds.

**“Rating Category”** means (1) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier and (2) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

**“Record Date”** means the Business Day immediately preceding each Interest Payment Date.

**“Redemption Date”** means the date fixed for the redemption of the Series 2013D Bonds before their maturity.

**“Redemption Fund”** means the Water Revenue Bonds, Redemption Fund established and maintained by the Master Resolution with respect to the Bonds.

**“Redemption Price”** means, with respect to any Bond (or portion thereof) the principal amount or Accreted Value of such Bond (or portion thereof) plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and the Resolutions.

**“Remarketing Agent”** means, Wells Fargo Bank, National Association, or any successor appointed pursuant to the Paying Agent Agreement.

**“Remarketing Agreement”** means, initially, the Remarketing Agreement, dated as of June 1, 2013, between Metropolitan and the Remarketing Agent, relating to the Series 2013D Bonds as it may be amended, supplemented or otherwise modified from time to time, and, subsequently, any similar agreement between Metropolitan and any successor Remarketing Agent, as any such agreement may be amended, supplemented or otherwise modified from time to time.

**“Remarketing Proceeds Account”** means the account of the Purchase Fund so designated and established under and pursuant to the Paying Agent Agreement.

**“Resolution”** means the Master Resolution as supplemented, modified or amended by each Supplemental Resolution, including without limitation, the Nineteenth Supplemental Resolution.

**“Revenue Remainder Fund”** means the fund of that name established and continued pursuant to the Master Resolution.

**“Revolving Credit Agreement”** means any revolving credit facility or agreement or any other credit facility or agreement with one or more banks or other financial institutions pursuant to which such banks or financial institutions commit to lend a maximum amount that Metropolitan may borrow from time to time for the purpose of providing Metropolitan funds to pay the Purchase Price of any tendered Self-Liquidity Bonds or to reimburse itself for the payment of the Purchase Price of any tendered Self-Liquidity Bonds.

**“Securities Depository”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Facsimile transmission: (212) 855-5004, or any successor agency.

**“Self-Liquidity Bonds”** means Series 2013D Bonds bearing interest in any Interest Mode that Metropolitan designates as Self-Liquidity Bonds pursuant to the Paying Agent Agreement. The Series 2013D Bonds shall initially be Self-Liquidity Bonds.

**“Serial Bonds”** means Bonds, maturing in specified years, for which no Mandatory Sinking Account Payments are provided.

**“Series”** whenever used with respect to Bonds, means all of the Bonds designated as being of the same series, authenticated and delivered in a simultaneous transaction, regardless of variations in maturity, interest rate, redemption and other provisions, and any Bonds thereafter authenticated and delivered upon transfer or exchange or in lieu of or in substitution for (but not to refund) such Bonds as provided in the Resolutions.

**“Short-Term Mode”** means an Interest Mode in which the interest rate on any of the Series 2013D Bonds is adjusted at the intervals determined by the Remarketing Agent pursuant to the Paying Agent Agreement.

**“SIFMA Index”** means The Securities Industry and Financial Markets Association Municipal Swap Index produced by Municipal Market Data.

**“State Water Contract”** means that certain Contract entitled “A contract between the State of California Department of Water Resources and The Metropolitan Water District of Southern California for a Supply of Water,” dated November 4, 1960, as amended from time to time.

**“Supplemental Agreement”** means any agreement supplemental to the Paying Agent Agreement that is duly authorized by Metropolitan and entered into by Metropolitan and the Paying Agent in accordance with the provisions of the Paying Agent Agreement.

**“Supplemental Resolution”** means any resolution duly adopted by the Board, supplementing, modifying or amending the Master Resolution in accordance with the Master Resolution.

**“Tax and Nonarbitrage Certificate”** means, with respect to a Series of Variable Rate Refunding Bonds, the Tax and Nonarbitrage Certificate of Metropolitan delivered by Metropolitan in connection with the issuance of such Series of Variable Rate Refunding Bonds.

**“Tender Date”** means the date on which an Owner has irrevocably elected to tender its Series 2013D Bonds pursuant to any optional tender or the date on which an Owner is required to tender its Bonds pursuant to any mandatory tender.

**“Tender Notice”** means a notice delivered by the Owner of Series 2013D Bonds by electronic means or in writing that states (a) the principal amount of a Series 2013D Bond to be purchased pursuant to any optional tender, (b) the Tender Date, (c) applicable payment instructions with respect to the Series 2013D Bonds being tendered for purchase, and (d) an irrevocable demand for such purchase.

**“Term Bonds”** means Bonds payable at or before their specified maturity date or dates from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Bonds on or before their specified maturity date or dates.

**“Treasurer”** means the Treasurer of Metropolitan, who may also be the Fiscal Agent for a Series of Bonds if so designated in the Supplemental Resolution authorizing the issuance of such Series.

**“Trust Agreement”** means such trust agreement, paying agent agreement or such other instrument or instrument executed and delivered in connection with the issuance of any Series of Variable Rate Refunding Bonds which sets forth the terms and conditions of the Variable Rate Refunding Bonds of such Series and which appoints a Paying Agent in respect of such Series.

**“Variable Rate Indebtedness”** means any indebtedness or obligation, other than Paired Obligations, the interest rate on, or amount of, which is not fixed at the time of incurrence of such indebtedness or obligation, and has not at some subsequent date been fixed, at a single numerical rate for the entire remaining term of the indebtedness or obligation.

**“Variable Rate Refunding Bonds”** means Bonds authorized by the Nineteenth Supplemental Resolution to be issued pursuant to the Act and the Master Resolution, which Bonds are designated as

“The Metropolitan Water District of Southern California Special Variable Rate Water Revenue Refunding Bonds.”

“**Water Revenue Fund**” means the fund of that name established and continued pursuant to the Master Resolution.

“**Water System**” means the properties, works and facilities of Metropolitan necessary for the supply, availability, development, storage, transportation, treatment or sale of water.

“**Weekly Mode**” means an Interest Mode in which the Remarketing Agent weekly determines the interest rate on the Series 2013D Bonds pursuant to the Paying Agent Agreement.

“**Weekly Period**” means, with respect to Series 2013D Bonds bearing interest in the Weekly Mode, the period beginning on Thursday of a week and ending on Wednesday of the immediately following week; provided, however, that the “Weekly Period” following the issuance of the Series 2013D Bonds or a change to the Weekly Mode shall begin on the date of the issuance of the Series 2013D Bonds or the effective date of such change, as applicable, and shall end on the immediately following Wednesday.

“**Weekly Rate**” means a rate of interest on any of the Series 2013D Bonds in a Weekly Mode that the Remarketing Agent determines pursuant to the Paying Agent Agreement.

## **THE MASTER RESOLUTION**

### **General**

The Master Resolution authorizes the creation of “The Metropolitan Water District of Southern California Water Revenue Bonds,” which Bonds may be issued in the aggregate principal amount set forth under the Act and the Resolutions as described in the Official Statement and shall be issued in Series pursuant to Supplemental Resolutions adopted under the terms and conditions provided in the Master Resolution.

### **Supplemental Resolutions; Additional Bonds**

The Bonds of each Series shall bear interest, if any, at such rate or rates or determined in such manner (not to exceed the maximum rate of interest permitted by law) and payable at such intervals as may be determined by Metropolitan at the time of issuance thereof (pursuant to the Supplemental Resolution under which such Series are issued), and shall mature and become payable on such date or dates and in such year or years as Metropolitan may determine (pursuant to the Supplemental Resolution creating such Series). The Bonds of each Series may be subject to mandatory or optional purchase or redemption upon such terms and conditions and upon such notice and with such effect as provided in the Supplemental Resolution creating such Series.

The Bonds of any Series may be issued in such denominations as may be authorized by the Supplemental Resolution creating such Series in fully registered or bearer form, with or without coupons or in fully registered book-entry form.

## **Redemption of Bonds**

Terms of Redemption. Each Series of Bonds may be made subject to redemption prior to its respective stated maturities, as a whole or in part, at such time or times, upon such terms and conditions and upon such notice and with such effect as may be provided in the Supplemental Resolution creating such Series of Bonds.

Selection of Bonds to be Redeemed. Except as otherwise provided in a Supplemental Resolution creating a Series of Bonds, if less than all Bonds of that Series are to be redeemed, the maturities of Bonds to be redeemed may be selected by Metropolitan. Metropolitan shall give written notice of its selection not later than 15 Business Days (or such shorter period as may be agreed to by the Fiscal Agent) before the last day on which the Fiscal Agent for that Series may give notice of redemption to the Owners of the Bonds of that Series. If Metropolitan does not give notice of its selection, such Fiscal Agent shall, unless otherwise provided in the Supplemental Resolution creating such Series of Bonds, select the Bonds to be redeemed in inverse order of maturity. Except as otherwise provided in a Supplemental Resolution creating a Series of Bonds, if less than all of the Bonds of like maturity of that Series are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Fiscal Agent for such Series in such manner as the Fiscal Agent in its discretion may deem fair and appropriate.

Notice of Redemption. Unless otherwise specified in a Supplemental Resolution creating a Series of Bonds, each notice of redemption of Bonds of any Series shall be mailed by first class mail by the Fiscal Agent for that Series, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Owner whose Bonds are called for redemption, the Securities Depositories and one or more Information Services. Notice of redemption to the Securities Depositories and the Information Services shall be given by registered or overnight mail. Each notice of redemption shall state the date of such notice, the distinguishing designation of the Series of Bonds to which such notice relates, the date of issue of such Series of Bonds, the redemption date, the Redemption Price, the place or places of redemption (including the name and appropriate address or addresses of the Fiscal Agent for that Series), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity, the distinctive certificate numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable on each of said Bonds the Redemption Price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the date fixed for redemption, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered at the address or addresses of the Fiscal Agent specified in the redemption notice. Neither Metropolitan nor the Fiscal Agent for such Series shall have any responsibility for any defect in the CUSIP number that appears on any Bond or in any redemption notice with respect thereto, and any such redemption notice may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither Metropolitan nor the Fiscal Agent for such Series shall be liable for any inaccuracy in such numbers.

Failure by the Fiscal Agent for a Series of Bonds being redeemed to give notice to any one or more of the Information Services or Securities Depositories or failure of any Owner to receive notice or any defect in any such notice shall not affect the sufficiency of the proceedings for redemption.

Payment of Redeemed Bonds. Notice having been given in the manner provided in the Master Resolution, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to the

redemption date. If there shall be drawn for redemption a portion of a Bond, Metropolitan shall execute and the Fiscal Agent for that Bond shall authenticate and deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, a Bond of like Series and maturity in any authorized denomination. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds or portion thereof of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

### **Pledge of Net Operating Revenues**

The Bonds of each Series are special limited obligations of Metropolitan and are secured by a pledge of and shall be a charge upon and shall be payable, as to the principal and Accreted Value thereof, interest thereon, and any premiums upon redemption thereof, solely from and secured by a lien upon (i) the Net Operating Revenues and (ii) the other funds, assets and security described in the Master Resolution and under the Supplemental Resolution creating that Series. Under the Master Resolution, Metropolitan pledges and places a charge upon all Net Operating Revenues to secure the payment of the principal and Accreted Value of, premium, if any, and interest on the Bonds and Parity Obligations in accordance with their respective terms without priority or distinction of one over the other, subject only to the provisions of the Master Resolution permitting the application thereof for the purposes and on the terms and conditions set forth therein, and the Net Operating Revenues constitute a trust for the security and payment of the interest and any premium on and principal and Accreted Value of the Bonds and Parity Obligations. There are thereby pledged to secure the payment of the principal and Accreted Value of and premium, if any, and interest on the Bonds in accordance with their terms all amounts (including proceeds of the Bonds) held by the Treasurer in the Bond Service Fund, subject only to the provisions of the Master Resolution permitting the application thereof for the purpose and on the terms and conditions set forth therein. The pledge of Net Operating Revenues therein made shall be irrevocable until there are no Bonds Outstanding.

### **Equality of Security**

The Master Resolution constitutes a contract between Metropolitan and the Owners from time to time of the Bonds. The covenants and agreements set forth in the Master Resolution to be performed by or on behalf of Metropolitan or the Fiscal Agent shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds, without preference, priority or distinction as to security or otherwise of any Bond over any other Bond by reason of the Series, time of issue, sale or negotiation thereof or for any cause whatsoever, except as expressly provided therein or in the Master Resolution. Nothing in the Master Resolution prevents additional security being provided to particular Series of Bonds under any Supplemental Resolution.

### **Water Revenue Fund**

Metropolitan shall allocate all Operating Revenues to the Water Revenue Fund, and shall effect transfers from the Water Revenue Fund to the other funds held by it or by the Fiscal Agent in the amounts and in the following order of priority:

Operation and Maintenance Expenditures. As soon as practicable in each calendar month, Metropolitan shall transfer to the Operation and Maintenance Fund from the Water Revenue Fund an

amount sufficient, together with any other revenues lawfully available therefor, to provide for the estimated Operation and Maintenance Expenditures during the current calendar month and the next succeeding calendar month. The Operation and Maintenance Fund shall be used for no other purpose than the payment of Operation and Maintenance Expenditures.

Bond Service Fund. As soon as practicable in each calendar month, there shall be set aside and transferred to the Bond Service Fund an amount equal to (A) (i) with respect to the Outstanding Current Interest Bonds of each Series (except for Bonds constituting Variable Rate Indebtedness or Paired Obligations), such amount as shall be sufficient on a monthly pro rata basis to pay the aggregate amount of interest becoming due and payable on the next interest payment date for all such Outstanding Current Interest Bonds of such Series (excluding any interest for which there are moneys deposited in the Bond Service Fund from the proceeds of such Series of bonds or other source and reserved as capitalized interest to pay such interest until the next interest payment date), until the requisite amount of interest becoming due on the next interest payment date on all such Outstanding Current Interest Bonds of such Series (except for Bonds constituting Variable Rate Indebtedness or Paired Obligations) is on deposit in such account, (ii) 110% of the aggregate amount of interest, estimated by the Treasurer in his or her reasonable judgment, to accrue during that month on the Outstanding Variable Rate Indebtedness; provided, however, that the amount of such deposit into the Bond Service Fund for any month may be reduced by the amount by which the deposit in the prior month for interest estimated to accrue on Outstanding Variable Rate Indebtedness exceeded the actual amount of interest accrued during that month on said Outstanding Variable Rate Indebtedness and further provided that the amount of such deposit into the Bond Service Fund for any month shall be increased by the amount by which the deposit in the prior month for interest estimated to accrue on Outstanding Variable Rate Indebtedness was less than the actual amount of interest accrued during that month on said Outstanding Variable Rate Indebtedness, and (iii) with respect to Outstanding Paired Obligations, such amount as shall be sufficient on a monthly pro rata basis to pay the aggregate of the collective fixed interest obligation of Metropolitan for such Paired Obligations coming due and payable on the next interest payment date for such Paired Obligations, and (B) (i) one-sixth of the aggregate semi-annual amount of any Bond Obligation becoming due and payable on the Outstanding Bonds of all Series having semi-annual maturity dates or semi-annual Mandatory Sinking Account Payments due within the next six months, plus (ii) one-twelfth of the aggregate yearly amount of any Bond Obligation becoming due and payable on the Outstanding Bonds of all Series having annual maturity dates or annual Mandatory Sinking Account Payments due within the next twelve months; provided that if the Board irrevocably determines by resolution that any principal payments on the Bonds of any Series shall be refunded on or prior to their respective due dates or paid from amounts on deposit in a reserve account established and maintained for Bonds of that Series, no amounts need be set aside toward such principal to be so refunded or paid. If, during the twelve-month period (or six-month period with respect to Bonds having semi-annual Mandatory Sinking Account Payments) immediately preceding a Mandatory Sinking Account Payment date, the Treasurer has purchased Term Bonds of a Series and maturity subject to such Mandatory Sinking Account Payment with moneys in the Bond Service Fund, or, during said period and prior to giving said notice of redemption, Metropolitan has deposited Term Bonds of such Series and maturity with the Fiscal Agent for such Series for cancellation, or Term Bonds of such Series and maturity were at any time purchased or redeemed by the Treasurer or the Fiscal Agent for such Series from the Redemption Fund, such Term Bonds so purchased or deposited or redeemed shall be applied, to the extent of the full principal amount thereof, to reduce amounts required to be deposited in the Bond Service Fund. All Term Bonds purchased from the Bond Service Fund or deposited by Metropolitan with the Fiscal Agent for such Series shall be allocated first to the next succeeding Mandatory Sinking Account Payment for such Series and maturity of Term Bonds, then as a credit against such future Mandatory Sinking Account Payments for such Series and maturity of Term Bonds as may be specified in a request of Metropolitan. All Term Bonds redeemed by the Treasurer or the Fiscal Agent for such Series from amounts in the Redemption Fund shall be credited to such future

Mandatory Sinking Account Payments for such Series and maturity of Term Bonds as may be specified in a request of Metropolitan.

No deposit need be made into the Bond Service Fund if (i) the amount contained therein is at least equal to the interest to become due and payable on the estimated interest payment dates falling within the next six months upon all of the Bonds issued hereunder and then Outstanding but excluding any moneys on deposit in the Interest Account from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay interest on any future interest payment dates following such interest payment dates), and (ii) there shall be in such fund moneys sufficient to pay the Bond Obligations of all Bonds issued hereunder and then Outstanding and maturing by their terms or subject to mandatory redemption within the next twelve months. If Metropolitan shall issue or incur any Parity Obligations, the payments required to be placed in any debt service fund or sinking fund to pay the principal or Accreted Value of, or mandatory sinking fund payments or interest with respect to, such Parity Obligations shall rank and be made on a parity with the payments required to be placed in the Bond Service Fund.

In no event will the amounts set aside as provided above in connection with the Outstanding Bonds of each Series remain unspent for more than twelve months after the date on which such amounts are deposited in the Bond Service Fund, with the exception of a reasonable carry-over amount not to exceed the greater of twelve-months' earnings on such amounts or one-twelfth of the annual debt service on the Outstanding Bonds of such Series. At least once each year, on a date to be set forth in the Tax and Nonarbitrage Certificate prepared in connection with each Series of Bonds, any amount remaining in the Bond Service Fund in connection with each Series of Bonds that exceeds the reasonable carry-over amount described above will be transferred to the Water Revenue Fund.

Reserve Funds. Metropolitan shall deposit as soon as practicable in each calendar month in any reserve fund or account established under a Supplemental Resolution for a Series of Bonds and in any reserve fund or account established for any Parity Obligations, upon the occurrence of any deficiency therein, one-sixth (1/6th) of the aggregate amount of each unreplenished prior withdrawal from such reserve fund or account and the full amount of any deficiency due to any required valuations of the investments in such reserve fund or account until the balance in such reserve fund or account is at least equal to the amount required pursuant to the Supplemental Resolution or other document creating such reserve fund or account. If there shall be a deficiency of Operating Revenues to make the deposits required by this paragraph, such Operating Revenues shall be deposited into each reserve fund or account on a pro rata basis based on the amount of each such deficiency. The 2009 A-1 Bonds are not secured by a reserve fund or account.

Excess Earnings Funds. Metropolitan shall deposit in any excess earnings or rebate fund or account established in the Excess Earnings Fund pursuant to a Supplemental Resolution for a Series of Bonds such amounts at such times as shall be required pursuant to the Supplemental Resolution or other document creating such account.

Payment of Other Obligations. In each calendar month Metropolitan shall make any required transfer or deposit for the payments of any obligations of Metropolitan with a lien on, or payable from, Net Operating Revenues junior to the lien thereon of the Bonds and any Parity Obligations.

Revenue Remainder Fund. Any amounts remaining in the Water Revenue Fund after the foregoing transfers, except as otherwise provided in a Supplemental Resolution, shall be transferred to the Revenue Remainder Fund. Provided Metropolitan is in compliance with all covenants contained in the Master Resolution, moneys in the Revenue Remainder Fund may be used for any lawful purpose of Metropolitan.

### **Establishment, Funding and Application of Redemption Fund**

Metropolitan shall establish and the Treasurer shall maintain and hold in trust a special fund designated as the "Water Revenue Bonds, Redemption Fund." All moneys deposited with the Treasurer for the purpose of optionally redeeming Bonds shall, unless otherwise directed by Metropolitan, be deposited in the Redemption Fund. All amounts deposited in the Redemption Fund shall be used and withdrawn by the Treasurer solely for the purpose of redeeming Bonds of any Series, in the manner, at the times and upon the terms and conditions specified in the Supplemental Resolution pursuant to which the Series of Bonds was created; provided that, at any time prior to the Fiscal Agent for such Series giving notice of redemption, the Treasurer may apply such amounts to the purchase of Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding, in the case of Current Interest Bonds, accrued interest, which is payable from the Bond Service Fund) as is directed by Metropolitan except that the purchase price (exclusive of such accrued interest) may not exceed the Redemption Price or Accreted Value then applicable to such Bonds. All Term Bonds purchased or redeemed from amounts in the Redemption Fund shall be allocated to Mandatory Sinking Account Payments applicable to such Series and maturity of Term Bonds as may be specified in a request of Metropolitan.

### **Investment of Moneys in Funds and Accounts**

All moneys in any of the funds and accounts held by the Treasurer or any Fiscal Agent under the Resolution shall be invested solely in any securities in which Metropolitan may legally invest funds subject to its control; provided that such securities must mature or be available on demand not later than the date on which it is estimated that such moneys will be required by the Treasurer or any Fiscal Agent.

Unless otherwise provided in a Supplemental Resolution, all interest, profits and other income received from the investment of moneys in any fund or account shall be credited to such fund or account.

### **Covenants**

Under the Resolution, Metropolitan makes the following covenants with the Owners; provided, however, that said covenants do not require or obligate Metropolitan to use any of its moneys other than the Operating Revenues. The following covenants will be in effect so long as any of the Bonds issued under the Master Resolution are Outstanding and unpaid, or so long as provision for the full payment and discharge thereof at maturity or upon redemption thereof prior to maturity through the setting apart in the Bond Service Fund or in the Redemption Fund or in a special trust fund to insure the payment or redemption thereof (as the case may be) of money sufficient for that purpose has not been made.

Punctual Payment. Metropolitan covenants that it will duly and punctually pay or cause to be paid the principal and Accreted Value of and interest on every Bond issued under the Master Resolution, together with the premium thereon, if any, on the date, at the place and in the manner mentioned in the Bonds in accordance with the Master Resolution, and that the payments into the Bond Service Fund and any reserve fund or account will be made, all in strict conformity with the terms of said Bonds and of the Master Resolution and any Supplemental Resolutions, and that it will faithfully observe and perform all of the conditions, covenants and requirements of the Master Resolution and any Supplemental Resolutions and of the Bonds issued thereunder, and that time of such payment and performance is of the essence of Metropolitan's contract with the Owners of the Bonds.

Discharge Claims. Metropolitan covenants that in order to fully preserve and protect the priority and security of the Bonds Metropolitan shall pay and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Water System which, if unpaid, may become a lien or

charge upon the Operating Revenues prior or superior to the lien of the Bonds and impair the security of the Bonds. Metropolitan shall also pay all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of the Water System or upon any part thereof or upon any of the Operating Revenues therefrom.

Against Sale; Eminent Domain. Metropolitan covenants that the Water System shall not be mortgaged or otherwise encumbered, sold, leased, pledged, any charge placed thereon, or disposed of as a whole or substantially as a whole unless such sale or other disposition be so arranged as to provide for a continuance of payments into the Water Revenue Fund sufficient in amount to permit payment therefrom of the principal and Accreted Value of and interest on and the premiums, if any, due upon the call and redemption thereof, of the Bonds and any Parity Obligations, and also to provide for such payments into any reserve fund or account as are required under the terms of the Master Resolution or any Supplemental Resolutions or any Parity Obligations documents. The Operating Revenues shall not be mortgaged, encumbered, sold, leased, pledged, or disposed of or used, nor shall any charge be placed thereon, except as authorized by the terms of the Master Resolution or any Supplemental Resolutions. Metropolitan further covenants that it will not enter into any agreement which impairs the operation of the Water System or any part of it necessary to secure adequate Net Operating Revenues to pay the principal and Accreted Value of and interest on the Bonds or any Parity Obligations or which otherwise would impair the rights of the Owners with respect to the Operating Revenues or the operation of the Water System. If any part of the Water System is sold and such sale shall adversely affect the adequacy of Net Operating Revenues to pay principal and Accreted Value of and interest on the Bonds or any Parity Obligations, the payment therefor shall, at the option of the Board, either be used for the acquisition, construction and financing of additions to and extension and improvements of the Water System or shall be used to pay or call and redeem Outstanding Bonds in the manner provided in the Master Resolution or any Supplemental Resolutions.

Metropolitan covenants that any amounts received as awards as a result of the taking of all or any part of the Water System by the lawful exercise of eminent domain or sale under threat thereof which shall adversely affect the adequacy of Net Operating Revenues to pay principal and Accreted Value of and interest on the Bonds or any Parity Obligations shall either be used for the acquisition and/or construction of improvements and extensions of the Water System or shall be placed in the Bond Service Fund or the Redemption Fund and shall be used to pay or call and redeem Outstanding Bonds in the manner provided in the Master Resolution.

Insurance. Metropolitan covenants that it shall at all times maintain with responsible insurers, to the extent available from responsible insurers at reasonable rates, or through a program of self-insurance (or a combination thereof) all such insurance on the Water System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to such works or properties. If any useful part of the Water System shall be damaged or destroyed, such part shall be restored to use. The money collected from insurance against accident to or destruction of the Water System shall be used for repairing or rebuilding the damaged or destroyed Water System, and to the extent not so applied, shall be applied to the retirement of any Outstanding Bonds.

Metropolitan shall also (by self-insuring or by maintenance with responsible insurers, to the extent available from responsible insurers at reasonable rates, or by a combination thereof) provide for workers' compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect Metropolitan and the Owners.

Records and Accounts. Metropolitan shall keep proper books of records and accounts of the Water System separate from all other records and accounts in which complete and correct entries shall be made of all transactions relating to the Water System. Such books shall at all times be subject to the

inspection of the Owners of not less than 10 percent of the Outstanding Bonds and any Parity Obligations, or their representatives authorized in writing.

Metropolitan shall cause the books and accounts of the Water System to be audited annually by an independent certified public accountant or firm of certified public accountants, and will make available for inspection by the Owners at the principal office of Metropolitan and at the office of each Fiscal Agent, a copy of the report of such accountant or accountants.

Rates and Charges. Metropolitan shall prescribe, revise and collect such rates and charges for the services, facilities, availability and water of the Water System which, after making allowances for contingencies and error in estimates, shall provide Operating Revenues, together with any Additional Revenues, at least sufficient to pay the following amounts in the order set forth: (a) Operation and Maintenance Expenditures; (b) the interest on and Bond Obligation (including Mandatory Sinking Account Payments and Special Mandatory Redemption Payments) of the Outstanding Bonds (whether Serial or Term Bonds) and Parity Obligations as they become due and payable; (c) all other payments required for compliance with the Master Resolution or any Supplemental Resolutions; and (d) all other payments required to meet any other obligations of Metropolitan which are charges, liens or encumbrances upon or payable from Net Operating Revenues.

No Priority for Additional Bonds. No additional bonds, notes or other evidences of indebtedness payable out of the Operating Revenues shall be issued having any priority in payment of principal, premium, if any, or interest over the Outstanding Bonds or Parity Obligations.

Limits on Additional Debt. Except Refunding Bonds or Parity Obligations to the extent incurred to pay or discharge Outstanding Bonds or Parity Obligations and which do not result in an increase in the average annual debt service on all Bonds or Parity Obligations to be Outstanding after the issuance of such Refunding Bonds or Parity Obligations, no additional Bonds or Parity Obligations shall be created or incurred unless:

First: Metropolitan is not in default under the terms of the Master Resolution; and

Second: Either (i) the Net Operating Revenues as shown by the books and records of Metropolitan for the latest Fiscal Year or for any 12 consecutive month period within the last completed 24-month period ended not more than one month before the issuance of or incurrence of such additional Bonds or Parity Obligations as set forth in a certificate of Metropolitan or (ii) the estimated Net Operating Revenues for the first complete Fiscal Year when the improvements to the Water System financed with the proceeds of the additional Bonds or Parity Obligations shall be in operation as estimated by and set forth in a certificate of Metropolitan, plus, at the option of Metropolitan, any or all of the items hereinafter in this covenant designated (a), (b), (c) and (d), shall have amounted to not less than 1.20 times the Maximum Annual Debt Service in any Fiscal Year thereafter on all Bonds and Parity Obligations to be Outstanding immediately subsequent to the incurring of such additional Bonds or Parity Obligations.

The items any or all of which may be added to such Net Operating Revenues for the purpose of meeting the requirement set forth in this covenant are the following:

(a) An allowance for any increase in Net Operating Revenues (including, without limitation, a reduction in Operation and Maintenance Expenditures) which may arise from any additions to and extensions and improvements of the Water System to be made or acquired with the proceeds of such additional Bonds or Parity Obligations or with the proceeds of bonds previously issued, and also for net revenues from any such additions, extensions or

improvements which have been made or acquired with moneys from any source but which, during all or any part of such Fiscal Year or such 12 consecutive month period within the last completed 24-month period, were not in service, all in an amount equal to the estimated additional average annual net revenues to be derived from such additions, extensions and improvements for the first 36-month period in which each addition, extension or improvement is respectively to be in operation, all as shown by the certificate of Metropolitan.

(b) An allowance for earnings arising from any increase in the charges made for the use of the Water System which has become effective prior to the incurring of such additional Bonds or Parity Obligations but which, during all or any part of such Fiscal Year or such 12 consecutive month period within the last completed 24-month period, was not in effect, in an amount equal to the amount by which the Net Operating Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or such 12 consecutive month period within the last completed 24-month period, as shown by the certificate of Metropolitan.

(c) Any Additional Revenues.

(d) Any other moneys of Metropolitan reasonably expected to be available to pay principal and Accreted Value of and interest on the Bonds or Parity Obligations, as evidenced by a certificate of Metropolitan.

Third: On the date of delivery of and payment for such additional Bonds or Parity Obligations, the amount in any reserve fund or account for any Bonds or Parity Obligations heretofore established shall be not less than an amount required to be maintained in such fund pursuant to the Supplemental Resolution or other document creating such fund.

Nothing in the Master Resolution shall limit the ability of Metropolitan to issue or incur obligations which are junior and subordinate to the payment of the principal, premium, interest and reserve fund requirements for the Bonds and all Parity Obligations and which subordinated obligations are payable as to principal, premium, interest and reserve fund requirements, if any, only out of Net Operating Revenues after the prior payment of all amounts then due required to be paid or set aside under the Master Resolution from Net Operating Revenues for principal, premium, interest and reserve fund requirements for the Bonds and all Parity Obligations, as the same become due and payable and at the times and in the manner as required in the Master Resolution or any Parity Obligations documents.

Operation in an Efficient and Economical Manner. Metropolitan covenants and agrees to conduct the operations of the Water System in an efficient and economical manner and to maintain and preserve the Water System in good repair and working order.

### **Amendments to Master Resolution**

The Master Resolution and the rights and obligations of Metropolitan, the Owners of the Bonds and any Fiscal Agent may be modified or amended from time to time and at any time by filing with each Fiscal Agent (or if such modification or amendment is only applicable to a Series of Bonds, to such Fiscal Agent) a Supplemental Resolution, adopted by the Board with the written consent of the Owners of a majority in aggregate amount of Bond Obligation of the Bonds (or, if such Supplemental Resolution is only applicable to a Series of Bonds, the Bonds of that Series) then Outstanding; provided that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any particular maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such

Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Bonds Outstanding in connection with amendments to the Master Resolution.

No such modification or amendment shall (1) extend the fixed maturity of any Bond, or reduce the amount of Bond Obligation thereof, or extend the time of payment or reduce the amount of any Mandatory Sinking Account Payment provided for the payment of any Bond, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Owner of each Bond so affected, (2) reduce the percentage of Bond Obligation the consent of the Owners of which is required to effect any such modification or amendment, or permit the creation of any lien on the Net Operating Revenues and other assets pledged under the Master Resolution prior to or on a parity with the lien created by the Master Resolution, or deprive the Owners of the Bonds of the lien created by the Master Resolution on such Net Operating Revenues and other assets (in each case, except as expressly provided in the Master Resolution), without the consent of the Owners of all of the Bonds then Outstanding or (3) modify any rights or duties of the Fiscal Agent without its consent.

The Master Resolution and the rights and obligations of Metropolitan, of each Fiscal Agent and of the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Resolution, which the Board may adopt without the consent of any Bondholders but only to the extent permitted by law and only for any one or more of the following purposes: (1) to add to the covenants and agreements of Metropolitan to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), to surrender any right or power reserved to or conferred upon Metropolitan, each of which shall not materially and adversely affect the interests of the Owners of the Bonds, (2) to cure any ambiguity, inconsistency or omission, or to cure or correct any defective provision, contained in the Master Resolution, and which shall not materially and adversely affect the interests of the Owners of the Bonds, (3) to modify, amend or supplement the Master Resolution to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute, and which shall not materially and adversely affect the interests of the Owners of the Bonds, (4) to provide for the issuance of a Series of Bonds with such interest rate, payment, maturity and other terms as Metropolitan may deem desirable, subject to certain limitations under the Master Resolution with respect to the issuance of Bonds, (5) to provide for the issuance of Bonds in book-entry form or bearer form, provided that no such provision shall materially and adversely affect the interests of the Owners of the Bonds, (6) if Metropolitan has covenanted in a Supplemental Resolution to maintain the exclusion of interest on any Series of Bonds from gross income for purposes of federal income taxation, to make such provisions as are necessary or appropriate to ensure such exclusion, and (7) for any other purpose that does not materially and adversely affect the interests of the Owners of the Bonds.

### **Defeasance**

Except as may be provided in any Supplemental Resolution creating a Series of Bonds, Bonds of any Series may be paid by Metropolitan in any of the following ways:

- (i) by paying or causing to be paid the Bond Obligations of and interest on all Bonds Outstanding of the Series, as and when the same become due and payable;
- (ii) by depositing with the Treasurer, the Fiscal Agent for such Series, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount to pay or redeem all Bonds Outstanding of the Series; or
- (iii) by delivering to the Fiscal Agent for such Series, for cancellation by it, all Bonds then Outstanding of the Series.

Discharge of Liability on Bonds. Upon the deposit with the Treasurer, the Fiscal Agent for a Series, an escrow agent or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), then, after irrevocable notice or provision therefor to the Owner in the case of a redemption prior to maturity, all liability of Metropolitan in respect of such Bond shall cease, terminate and be completely discharged, provided that the Owner thereof shall thereafter be entitled to the payment of the principal of and premium, if any, and interest on such Bond, and Metropolitan shall remain liable for such payment, but only out of such money or securities deposited as aforesaid for their payment.

The money or securities referenced above must be one or more of the following:

- (a) lawful money of the United States of America in an amount equal to the principal amount of such Bond Obligation and all unpaid interest thereon to maturity or the Redemption Price and unpaid interest thereon to the redemption date, as the case may be; or
- (b) direct non-callable Federal Securities or Municipal Obligations, the principal of and interest on which when due will, in the opinion of an independent certified public accountant delivered to the Fiscal Agent (upon which opinion the Fiscal Agent may conclusively rely), provide money sufficient to pay the Bond Obligation or Redemption Price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed.

#### **Payment of Bonds After Discharge of the Master Resolution**

Any moneys held by the Fiscal Agent of a Series, an escrow agent or other fiduciary in trust for the payment of the principal or Accreted Value of, premium, if any, or interest on, any Bond of such Series and remaining unclaimed for two years after such principal or Accreted Value of, premium, if any, or interest on such Bond of such Series has become due and payable (whether at maturity or upon call for redemption as provided in the Master Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when such Bond became so due and payable, shall, upon Request of Metropolitan, be released from the trusts created by the Master Resolution and transferred to the Treasurer, and all liability of the Fiscal Agent for such Series, an escrow agent or other fiduciary with respect to such moneys shall thereupon cease; provided, however, that before the release of such trust as aforesaid, such Fiscal Agent may (at the cost of Metropolitan) first mail to the Owners of any Bonds of such Series remaining unpaid at the addresses shown on the registration books maintained by such Fiscal Agent a notice, in such form as may be deemed appropriate by such Fiscal Agent, with respect to the Bonds of such Series so payable and not presented and with respect to the provisions relating to the repayment to the Treasurer of the moneys held for the payment thereof. All moneys held by or on behalf of the Treasurer, the Fiscal Agent for such Series, an escrow agent or other fiduciary for the payment of Bond Obligation of or interest or premium on Bonds of such Series, whether at redemption or maturity, shall be held in trust for the account of the Owners thereof and the Treasurer, the Fiscal Agent for such Series, an escrow agent or other fiduciary shall not be required to pay Owners any interest on, or be liable to the Owners or any other Person (other than Metropolitan) for any interest earned on, moneys so held. Any interest earned thereon and not needed to pay principal or Accreted Value of or interest on the Bonds shall be promptly released to Metropolitan and shall be promptly deposited into the Water Revenue Fund.

**Defaults and Remedies under the Master Resolution**

Events of Default. Each of the following events shall be an “Event of Default” under the Master Resolution:

(a) Default by Metropolitan in the due and punctual payment of the principal of, premium, if any, or Accreted Value of any Bond (whether at maturity, by acceleration, call for redemption or otherwise);

(b) Default by Metropolitan in the due and punctual payment of the interest on any Bond;

(c) Failure of Metropolitan to observe and perform any of its other covenants, conditions or agreements under the Master Resolution or in the Bonds for a period of 90 days after written notice from the Owners of 25 percent in aggregate amount of Bond Obligation of the Bonds then Outstanding, specifying such failure and requesting that it be remedied, or in the case of any such default that cannot with due diligence be cured within such 90 day period, failure of Metropolitan to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence;

(d) (1) Failure of Metropolitan generally to pay its debts as the same become due, (2) commencement by Metropolitan of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, (3) consent by Metropolitan to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for Metropolitan, the Water System or any substantial part of Metropolitan’s property, or to the taking possession by any such official of the Water System or any substantial part of Metropolitan’s property, (4) making by Metropolitan of any assignment for the benefit of creditors, or (5) taking of corporate action by Metropolitan in furtherance of any of the foregoing;

(e) The entry of any (1) decree or order for relief by a court having jurisdiction over Metropolitan or its property in an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, (2) appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for Metropolitan, the Water System or any substantial part of Metropolitan’s property, or (3) order for the termination or liquidation of Metropolitan or its affairs; or

(f) Failure of Metropolitan within 90 days after the commencement of any proceedings against it under the Federal bankruptcy laws or any other applicable Federal or state bankruptcy, insolvency or similar law, to have such proceedings dismissed or stayed.

The provisions of subsection (c) above are subject to the limitation that if by reason of force majeure Metropolitan is unable in whole or in part to observe and perform any of its covenants, conditions or agreements under the Master Resolution, Metropolitan shall not be deemed in default during the continuance of such disability. The term “force majeure” as used in the Master Resolution shall include without limitation acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State of California or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; riots; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people, civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of Metropolitan. Metropolitan shall, however, remedy with all reasonable dispatch the cause or causes preventing it from carrying out its

agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of Metropolitan, and Metropolitan shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties.

Bondholders' Committee. If an Event of Default shall have occurred and be continuing under the Master Resolution, the Owners of 25 percent in aggregate amount of Bond Obligation of the Bonds then Outstanding may call a meeting of the Owners for the purpose of electing a Bondholders' committee (a "Bondholders' Committee"). At such meeting the Owners of not less than a majority in aggregate amount of Bond Obligation must be present in person or by proxy in order to constitute a quorum for the transaction of business, less than a quorum, however, having power to adjourn from time to time without any other notice than the announcement thereof at the meeting. A quorum being present at such meeting, the Owners present in person or by proxy may, by a majority of the votes cast, elect one or more persons, who may or may not be Owners, to the Bondholders' Committee. The Owners present in person or by proxy at such meeting, or at any adjourned meeting thereof (a) shall prescribe the manner in which the successors of the persons elected to the Bondholders' Committee shall be elected or appointed, (b) may prescribe rules and regulations governing the exercise by the Bondholders' Committee of the power conferred upon it herein, and (c) may provide for the termination of the existence of the Bondholders' Committee. The Bondholders' Committee is declared to be trustee for the Owners of all Bonds then Outstanding, and is empowered to exercise in the name of the Bondholders' Committee as trustee all the rights and powers conferred in the Master Resolution of any Owner, provided, however, that whenever any provision thereof requires the consent, approval or concurrence of the Owners of a specified percentage of Bond Obligation, in order to exercise the right or power conferred in the Master Resolution on the Owners to which such percentage obtains, the Bondholders' Committee either shall have been elected by or their election shall have been approved by or concurred in, and such committee shall then represent, the Owners of such specified percentage of the Bond Obligation.

Acceleration. Upon the occurrence and continuation of an Event of Default specified in subsection (d), (e) or (f) of "Events of Default" above, the Bondholders' Committee or, if there is none, the Owners of 25 percent in aggregate amount of Bond Obligation of the Bonds then Outstanding may, by written notice to Metropolitan, declare the entire unpaid principal and Accreted Value of the Bonds due and payable and, thereupon, the entire unpaid principal and Accreted Value of the Bonds shall forthwith become due and payable. Upon any such declaration Metropolitan shall forthwith pay to the Owners of the Bonds the entire unpaid principal and Accreted Value of, premium, if any, and accrued interest on the Bonds, but only from Net Operating Revenues and other moneys specifically pledged in the Master Resolution for such purpose. If at any time after such a declaration and before the entry of a final judgment or decree in any suit, action or proceeding instituted on account of such default or before the completion of the enforcement of any other remedy under the Master Resolution, the principal and Accreted Value of all Bonds that have matured or been called for redemption pursuant to any sinking fund provision and all arrears of interest have been paid and any other Events of Default which may have occurred have been remedied, then the Bondholders' Committee or, if there is none, the Owners of 25 percent in aggregate amount of Bond Obligation of the Bonds then Outstanding may, by written notice to Metropolitan, rescind or annul such declaration and its consequence. No such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Receiver. Upon the occurrence and continuation of an Event of Default for a period of 60 days, the Bondholders' Committee or, if there is none, the Owners of 25 percent in aggregate amount of Bond Obligation of the Bonds then Outstanding shall be entitled to the appointment of a receiver upon application to any court of competent jurisdiction in the State of California. Any receiver so appointed may enter and take possession of the Water System, operate, maintain and repair the same, to the extent

permitted by law impose and prescribe rates fees and other charges, and receive and apply all Net Operating Revenues thereafter arising therefrom in the same manner as Metropolitan itself might do.

Other Remedies; Rights of Bondholders. Upon the occurrence and continuation of an Event of Default under the Master Resolution the Owners may proceed to protect and enforce their rights by mandamus or other suit, action or proceeding at law or in equity, including an action for specific performance of any agreement contained in the Master Resolution. No remedy conferred by the Master Resolution upon or reserved to the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders thereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Unconditional Rights to Receive Principal, Accreted Value, Premium and Interest. Nothing in the Master Resolution shall affect or impair the right of any Owner to enforce, by action at law, payment of the principal and Accreted Value of, premium, if any, or interest on any Bond at and after the maturity thereof, or on the date fixed for redemption or upon the same being declared due prior to maturity as provided in the Master Resolution, or the obligation of Metropolitan to pay the principal and Accreted Value of, premium, if any, and interest on each of the Bonds issued thereunder to the respective holders thereof at the time and place, from the source and in the manner therein and in the Bonds expressed.

## **NINETEENTH SUPPLEMENTAL RESOLUTION**

The Nineteenth Supplemental Resolution authorizes the issuance of Variable Rate Refunding Bonds in one or more Series from time to time for the purpose of refunding Bonds issued pursuant to the Master Resolution. The provisions of the Nineteenth Supplemental Resolution include, but are not limited to, the following:

### **General**

The Treasurer has been appointed as Fiscal Agent to act as the agent of Metropolitan with respect to each Series of Variable Rate Refunding Bonds. The Fiscal Agent shall perform such duties and only such duties as are specifically set forth in the Resolutions.

The terms and conditions of the Paying Agent Agreement relating to any Series of Variable Rate Refunding Bonds may provide (a) that Metropolitan is obligated to pay the purchase price in connection with any tender of Variable Rate Refunding Bonds of such Series, (b) the terms and conditions relating to the security and source of payment for any obligation of Metropolitan to pay such purchase price, and (c) that Metropolitan may change or convert the interest rate mode or determination of the Variable Rate Refunding Bonds of such Series to a different interest rate mode or determination, including, but not limited to, a weekly or daily variable interest rate mode, a commercial paper interest rate mode, a short-term interest rate mode, a long-term interest rate mode or a fixed interest rate mode.

### **Redemption**

Optional Redemption. The Variable Rate Refunding Bonds of any Series shall be subject to call and redemption prior to maturity, at the option of Metropolitan, in the amounts, at the redemption prices and on the dates as set forth in the Bond Purchase Contract with respect to that Series.

Mandatory Sinking Account Payments. The Outstanding Refunding Bonds of any Series which are Term Bonds shall be called before maturity and redeemed at a redemption price equal to the par amount thereof from Mandatory Sinking Account Payments which have been deposited in the Bond Service Fund, in the amounts and upon the dates established for each such maturity, as set forth in the Bond Purchase Contract with respect to that Series.

Special Mandatory Redemption. The Variable Rate Refunding Bonds of any Series may be subject to call and redemption before maturity, in the amounts, upon such events and on such terms and conditions as set forth in the Bond Purchase Contract for such Series.

### **Excess Earnings Funds**

To ensure proper compliance with the tax covenants contained in the Nineteenth Supplemental Resolution, if required by the related Tax and Nonarbitrage Certificate, Metropolitan shall establish and the Treasurer shall maintain a fund for each Series of Variable Rate Refunding Bonds issued under the Nineteenth Supplemental Resolution, which fund shall be separate from any other fund or account established and maintained thereunder or under the Master Resolution and shall be designated as the "Special Variable Rate Water Revenue Refunding Bonds Excess Earnings Fund" and shall bear such additional designation as shall be ascribed thereto by Metropolitan. All money at any time deposited in the Excess Earnings Fund with respect to a Series of Variable Rate Refunding Bonds in accordance with the provisions of the Tax and Nonarbitrage Certificate applicable to such Series shall be held by the Treasurer for the account of Metropolitan in trust for payment to the federal government of the United States of America, and neither Metropolitan nor the Owner of any Variable Rate Refunding Bonds of such Series shall have any rights in or claim to such money. All amounts deposited into or on deposit in any such Excess Earnings Fund shall be governed by the Nineteenth Supplemental Resolution and by the applicable Tax and Nonarbitrage Certificate. The Treasurer shall invest all amounts held in any such Excess Earnings Fund in accordance with the applicable Tax and Nonarbitrage Certificate. Money shall not be transferred from the Excess Earnings Fund established for a Series of Variable Rate Refunding Bonds except in accordance with the Tax and Nonarbitrage Certificate with respect to such Series.

### **Tax Covenants**

In order to maintain the exclusion from gross income of the interest on the Variable Rate Refunding Bonds for federal income tax purposes, Metropolitan covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code and Metropolitan agrees to comply with the covenants contained in, and the instructions given pursuant to, the Tax and Nonarbitrage Certificate, as a source of guidance for compliance with such provisions.

Notwithstanding any other provisions of the Master Resolution or the Nineteenth Supplemental Resolution to the contrary, upon Metropolitan's failure to observe, or refusal to comply with, these tax covenants, no Person other than the Owners of the Variable Rate Refunding Bonds of the related Series shall be entitled to exercise any right or remedy provided to the Owners under the Master Resolution or the Nineteenth Supplemental Resolution on the basis of Metropolitan's failure to observe, or refusal to comply with, such covenants.

### **Metropolitan's Sale of Variable Rate Refunding Bonds**

Unless otherwise specified in the Trust Agreement for such Series of Variable Rate Refunding Bonds, if the Trust Agreement for any Series of Variable Rate Refunding Bonds obligates Metropolitan to purchase Variable Rate Refunding Bonds tendered for purchase by the Owner thereof, then, other than through a Remarketing, Metropolitan shall not sell or otherwise dispose of any such Variable Rate

Refunding Bonds it purchases from a tendering Owner. Except for any sale through a Remarketing, any purported sale by Metropolitan of Variable Rate Refunding Bonds so purchased by Metropolitan from a tendering Owner shall be invalid and void *ab initio*.

### **PAYING AGENT AGREEMENT**

The following is a summary of certain provisions of the Paying Agent Agreement, dated as of June 1, 2013, entered into by and between Metropolitan and the Paying Agent.

#### **General**

The Series 2013D Bonds are Current Interest Bonds under the Master Resolution and are Variable Rate Refunding Bonds under the Nineteenth Supplemental Resolution.

Terms of the Series 2013D Bonds. The Paying Agent Agreement sets forth the terms of the Series 2013D Bonds, most of which are described earlier in this Official Statement under the caption "DESCRIPTION OF THE SERIES 2013D BONDS."

Interest Modes and Changes of Interest Modes. The Series 2013D Bonds shall initially bear interest in the Weekly Mode unless and until Metropolitan changes the Interest Mode for the Bonds or unless and until Metropolitan converts the Bonds to a Fixed Interest Rate. Metropolitan may change the Interest Mode of the Bonds from time to time in accordance with the provisions of the Paying Agent Agreement. If Metropolitan elects to change the Interest Mode on the Series 2013D Bonds pursuant to the provisions of the Paying Agent Agreement, then Metropolitan shall deliver the written notice to the other Notice Parties by mail or by electronic means.

Maximum Interest Rate to Apply in Certain Circumstances. If, while the Series 2013D Bonds bear interest in the Weekly Mode, the Remarketing Agent for the Series 2013D Bonds resigns and no successor has been appointed as of the effective date of such resignation, then the Series 2013D Bonds (other than District Bonds) shall bear interest at the Maximum Interest Rate until Metropolitan appoints a successor Remarketing Agent.

#### **District Bonds**

Any District Bonds shall bear interest at District Bond Rate for the period from the date that Metropolitan shall have purchased such District Bond pursuant to the Paying Agent Agreement and continuing until District Bonds have been remarketed or Metropolitan has otherwise elected not to sell District Bonds pursuant to the Paying Agent Agreement. Notwithstanding anything in the Paying Agent Agreement to the contrary, Metropolitan shall pay all principal and interest on District Bonds to the Paying Agent on the date on which such principal or interest is due and payable in accordance with the wire transfer instructions that the Paying Agent provides Metropolitan before such Interest Payment Date. The Paying Agent shall hold all District Bond Received Amounts in trust for Metropolitan and shall apply all District Bond Received Amounts as provided in the Paying Agent Agreement.

As provided in the Nineteenth Supplemental Resolution, Metropolitan shall not sell, assign or otherwise dispose of any District Bonds other than through a remarketing of District Bonds pursuant to the Paying Agent Agreement; provided, however, that Metropolitan shall be permitted to cancel any District Bonds at any time by surrendering such District Bonds to the Fiscal Agent for cancellation pursuant to the terms of the Master Resolution. District Bonds and the Bond Register maintained by the Paying Agent shall be noted indicating the requirement of such prohibition.

### **Creation of Purchase Fund**

The Paying Agent shall establish and maintain a separate segregated trust fund designated as the "Purchase Fund" containing a "Remarketing Proceeds Account," a "Purchase Account" and a "District Account."

### **Liquidity Facilities and Alternate Liquidity Facilities**

On the effective date of the change in the designation of the Series 2013D Bonds from Self-Liquidity Bonds to Liquidity Supported Bonds (either in accordance with Metropolitan's election or in connection with a change in the Interest Mode of the Series 2013D Bonds), Metropolitan shall cause to be executed and delivered a Liquidity Facility providing for the purchase of Series 2013D Bonds tendered pursuant to an optional or mandatory tender. In connection with the execution and delivery of a Liquidity Facility, Metropolitan shall satisfy all of the conditions set forth in the Paying Agent Agreement. Notwithstanding the foregoing, any Liquidity Facility (and any Alternate Liquidity Facility) may provide for conditions under which the Liquidity Provider's obligation to purchase Series 2013D Bonds are automatically terminated or suspended. Metropolitan has directed the Paying Agent to take such actions under the Liquidity Facility then in effect as may be required to cause the Liquidity Provider to purchase tendered Series 2013D Bonds for which there are not sufficient remarketing proceeds from the sale of such Series 2013D Bonds to purchase such tendered Series 2013D Bonds.

At any time during which any Liquidity Facility is in force and effect, Metropolitan may deliver an Alternate Liquidity Facility satisfying the requirements set forth in the Paying Agent Agreement; provided, however, that Metropolitan shall deliver any Alternate Liquidity Facility no later than 5 days before the scheduled expiration date of the Liquidity Facility then in effect. In connection with the execution and delivery of an Alternate Liquidity Facility, Metropolitan shall satisfy all of the conditions set forth in the Paying Agent Agreement.

If (i) Metropolitan changes the designation of the Series 2013D Bonds from Liquidity Supported Bonds to Self-Liquidity Bonds (either in accordance with Metropolitan's election or in connection with a change in the Interest Mode of the Bonds), (ii) Metropolitan delivers an Alternate Liquidity Facility and otherwise satisfies the requirements of the Paying Agent Agreement, or (iii) Metropolitan converts the Series 2013D Bonds to a Fixed Interest Rate, then Metropolitan shall surrender the Liquidity Facility previously in effect on the effective date of the change, the Alternate Liquidity Facility or the conversion, as applicable; provided, however, that if the Series 2013D Bonds are subject to mandatory tender for purchase under the Paying Agent Agreement upon such change or upon the effectiveness of such Alternate Liquidity Facility, then the Paying Agent shall surrender such Liquidity Facility only after the Purchase Price of all Series 2013D Bonds tendered on such date has been fully paid. The Paying Agent shall comply with the procedure set forth in the Liquidity Facility relating to the termination thereof.

### **Conditions to the Effectiveness of Liquidity Facilities and Alternate Liquidity Facilities**

If at any time Metropolitan shall deliver to the Paying Agent:

- (i) a Liquidity Facility or an Alternate Liquidity Facility covering the Series 2013D Bonds which shall contain administrative provisions reasonably satisfactory to the Paying Agent;
- (ii) a Favorable Opinion of Bond Counsel;
- (iii) an opinion of counsel satisfactory to the Remarketing Agent to the effect that such Liquidity Facility or such Alternate Liquidity Facility is a valid and enforceable obligation of the

proposed Liquidity Provider thereof;

(iv) an opinion of Bond Counsel addressed to the Paying Agent and Remarketing Agent that no registration of the Bonds is required under the Securities Act of 1933, as amended (the "1933 Act"), and no qualification of the Paying Agent Agreement under the Trust Indenture Act of 1939, as amended (the "TIA"), is required in connection with the delivery of such Liquidity Facility or such Alternate Liquidity Facility (provided, that Bond Counsel shall not be required to deliver any opinion with respect to the applicability of the 1933 Act and the TIA to the Liquidity Facility or the Alternate Liquidity Facility);

(v) an opinion of counsel to the proposed Liquidity Provider addressed to the Paying Agent and the Remarketing Agent that no registration of such Liquidity Facility or such Alternate Liquidity Facility is required under the 1933 Act, and no qualification of the Paying Agent Agreement under the TIA is required in connection with the delivery of such Liquidity Facility or such Alternate Liquidity Facility; and

(v) all information required to give the notice by the Paying Agent to the Owners required by the Paying Agent Agreement;

then the Paying Agent shall accept such Liquidity Facility or such Alternate Liquidity Facility.

In lieu of the opinions required as set forth above, there may be delivered an opinion of counsel reasonably satisfactory to Metropolitan to the effect that either (a) at all times during the term of the Liquidity Facility or the Alternate Liquidity Facility, the Series 2013D Bonds will be offered, sold and held by Owners in transactions not constituting a public offering of the Series 2013D Bonds or the Alternate Liquidity Facility under the 1933 Act, and accordingly neither the registration of the Series 2013D Bonds under the 1933 Act nor the qualification of an indenture in respect thereof under the TIA, will be required in connection with the execution and delivery of the Liquidity Facility or the Alternate Liquidity Facility or the remarketing of the Series 2013D Bonds with the benefits thereof, or (b) the obligation of the Liquidity Provider under the Liquidity Facility or the Alternate Liquidity Facility has been registered under the 1933 Act, and any indenture required to be qualified with respect thereto under the TIA has been so qualified, and accordingly neither the registration of the Series 2013D Bonds under the 1933 Act nor the qualification of an indenture in respect thereof under TIA will be required in connection with the issuance of such Liquidity Facility or such Alternate Liquidity Facility or the remarketing of the Series 2013D Bonds with the benefits thereof.

#### **Qualifications of Remarketing Agent and Paying Agent; Resignation; Removal**

The Remarketing Agent shall be a member of the Financial Industry Regulatory Authority, Inc., or a bank dealer regulated by the Office of the Comptroller of the Currency and shall have a combined capital stock, surplus and undivided profits of at least \$1,000,000 and authorized by law to perform all the duties that the Paying Agent Agreement imposes on it. The Remarketing Agent may at any time resign and be discharged of its duties and obligations under the Paying Agent Agreement by giving notice to Metropolitan, the Fiscal Agent, the Paying Agent and the Liquidity Provider, if any. Such resignation shall take effect on the 60th day after the receipt by Metropolitan of the notice of resignation. If the Remarketing Agent is in default under the Remarketing Agreement, Metropolitan may immediately remove the Remarketing Agent at any time by giving written notice to the Remarketing Agent, the Fiscal Agent, the Paying Agent and the Liquidity Provider, if any. Metropolitan may remove the Remarketing Agent for any reason upon 30 days written notice to the Remarketing Agent, the Fiscal Agent, the Paying Agent and the Liquidity Provider, if any.

## **Paying Agent**

Appointment. Metropolitan shall appoint any successor Paying Agent for the Bonds, subject to the conditions set forth below. Each successor Paying Agent shall designate its Corporate Trust Office(s) for delivery of notices and delivery of Series 2013D Bonds and signify its acceptance of the duties and obligations imposed upon it under the Paying Agent Agreement by a written instrument of acceptance delivered to the Fiscal Agent, Metropolitan, the Liquidity Provider, if any, and the Remarketing Agent. By acceptance of its appointment under the Paying Agent Agreement, the Paying Agent agrees:

(a) to hold all Series 2013D Bonds tendered to it pursuant to any optional or mandatory tender, as agent and bailee of, and in escrow for the benefit of, the respective Owners which shall have so delivered such Series 2013D Bonds until moneys representing the Purchase Price of such Series 2013D Bonds and shall have been delivered to or for the account of or to the order of such Owners;

(b) to establish and maintain a separate segregated trust fund designated as the "Purchase Fund" containing a Remarketing Proceeds Account (the "Remarketing Proceeds Account"), a Purchase Account (the "Purchase Account") and a District Account (the "District Account") until such time as it has been discharged from its duties as Paying Agent under the Paying Agent Agreement;

(c) to hold all moneys (without investment or commingling thereof delivered to it under the Paying Agent Agreement in the Purchase Fund for the purchase of the Series 2013D Bonds pursuant to any optional or mandatory tender, as agent and bailee of, and in escrow for the benefit of, the person or entity which shall have so delivered such moneys until the Series 2013D Bonds purchased with such moneys shall have been delivered to or for the account of such person or entity;

(d) to hold all moneys that Metropolitan delivers to the Paying Agent pursuant to the Paying Agent Agreement, for the purchase of Bonds pursuant to any optional or mandatory tender, as agent and bailee of, and in escrow for the benefit of, the Owners or former Owners who shall tender Series 2013D Bonds to it for purchase until Owners of the tendered Series 2013D Bonds purchased with such moneys shall have been delivered to or for the account of Liquidity Provider;

(e) to establish and maintain a separate segregated trust fund designated as the "Redemption Fund" to hold and invest moneys for the redemption of the Series 2013D Bonds pursuant to the Paying Agent Agreement until such time as it has been discharged from its duties as Paying Agent under the Paying Agent Agreement;

(f) to establish and maintain such additional funds and accounts as may be necessary in its judgment to carry out its duties and responsibilities under the Paying Agent Agreement;

(g) to hold all Series 2013D Bonds registered in the name of the new Owners thereof for delivery to the Remarketing Agent; and

(h) to keep such books and records as shall be consistent with prudent corporate trust industry practice and to make such books and records available for inspection by Metropolitan, the Fiscal Agent, the Liquidity Provider, if any, and the Remarketing Agent at all reasonable times.

Metropolitan shall cooperate with the Paying Agent to cause the necessary arrangements to be made and to be thereafter continued to enable the Paying Agent to perform its duties and obligations described above. The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in the Paying Agent Agreement.

Qualifications of Paying Agent; Resignation; Removal. The Paying Agent shall be a banking association or corporation with trust powers duly organized under the laws of the United States of America or any state or territory thereof, and authorized by law to perform all the duties imposed upon it by the Paying Agent Agreement. The Paying Agent may at any time resign and be discharged of the duties and obligations created by the Paying Agent Agreement by giving at least 60 days notice to the Fiscal Agent, Metropolitan, the Liquidity Provider and the Remarketing Agent as described below. Metropolitan may remove the Paying Agent at any time by written notice filed with the Paying Agent, the Fiscal Agent and the Remarketing Agent as described below. Such resignation or removal shall take effect on the day that Metropolitan shall have appointed a successor Paying Agent and such successor Paying Agent shall have accepted such appointment.

Upon the effective date of resignation or removal of the Paying Agent, the Paying Agent shall deliver any Series 2013D Bonds and moneys that it holds in such capacity to its successor.

Compensation of Paying Agent. Subject to the terms of any compensation agreement, Metropolitan shall from time to time, on demand, pay to the Paying Agent reasonable compensation for its services and shall reimburse the Paying Agent for all its advances and expenditures, including but not limited to advances to and reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties under the Paying Agent Agreement; provided that the fees of the initial Paying Agent shall be paid in accordance with the Paying Agent Agreement.

Removal of Paying Agent. Metropolitan may, so long as no Event of Default has occurred and is continuing, upon 30 days' notice, or the Owners of a majority of the Series 2013D Bonds Outstanding may by written request at any time upon 30 days' notice and for any reason, remove the Paying Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall be a bank or trust company, in good standing duly authorized to exercise trust powers having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000 and shall be subject to supervision or examination by a federal or State banking authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus set forth in its most recent report of condition so published. Notwithstanding the foregoing, a bank or trust company which does not have a combined capital and surplus of at least \$100,000,000 may become a successor Paying Agent under the Paying Agent Agreement if its obligations thereunder are guaranteed by an affiliate which meets the qualifications of a successor Paying Agent thereunder and such guaranty is acceptable in form and substance to Metropolitan. Any removal of the Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent and the transfer of any Liquidity Facility then in effect.

Resignation of Paying Agent. The Paying Agent or any successor may at any time resign by giving at least 45 days' written notice to Metropolitan, the Fiscal Agent, the Liquidity Provider, if any, and the Remarketing Agent, and by giving notice by mail to the Owners of its intention to resign and of the proposed date of resignation. Upon receiving such notice of resignation, Metropolitan shall promptly appoint a successor Paying Agent by an instrument in writing; provided, however, that in the event Metropolitan fails to appoint a successor Paying Agent within 30 days following receipt of such written notice of resignation, the resigning Paying Agent may petition the appropriate court having jurisdiction to appoint a successor paying agent. Any resignation of the Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent and the transfer of any Liquidity Facility then in effect.

Merger or Consolidation. Any company into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business (provided such company is eligible under the Paying Agent Agreement), shall be the successor to the Paying Agent without the execution or filing of any papers or further act, anything in the Paying Agent Agreement to the contrary notwithstanding.

Protection and Rights of the Paying Agent. The Paying Agent shall be protected and shall incur no liability in acting upon or processing in good faith any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of the Paying Agent Agreement, and the Paying Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Paying Agent may consult with counsel, who may or may not be counsel to Metropolitan, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith reliance thereon; provided, however, the Paying Agent shall receive Metropolitan's prior written consent (which consent shall not be unreasonably withheld) prior to incurring legal fees and expenses estimated in good faith in excess of \$2,500.

The Paying Agent shall not be liable for any error in judgment made by a responsible officer of the Paying Agent, unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts. The Paying Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Owners of not less than a majority of the Outstanding Series 2013D Bonds relating to the exercise of any trust or power conferred upon the Paying Agent under the Paying Agent Agreement.

Whenever in the administration of its duties under the Paying Agent Agreement the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Paying Agent Agreement, such matter (unless other evidence in respect thereof be therein specifically prescribed) shall be deemed to be conclusively proved and established by a certificate of Metropolitan Representative and such certificate shall be full warranty to the Paying Agent for any action taken or suffered under the provisions of the Paying Agent Agreement in good faith reliance thereon, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

The Paying Agent may become an Owner of Series 2013D Bonds with the same rights it would have if it were not the Paying Agent; may acquire and dispose of Series 2013D Bonds or other evidences of indebtedness of Metropolitan and enforce its rights as Owner thereof to the same extent as if it were not the Paying Agent; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Series 2013D Bonds, whether or not such committee shall represent the Owners of a majority of the Series 2013D Bonds Outstanding.

No provision in the Paying Agent Agreement shall require the Paying Agent to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties under the Paying Agent Agreement if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

In accepting the appointment as Paying Agent under the Paying Agent Agreement, the Paying

Agent acts solely as agent for Metropolitan and not in its individual capacity and all persons, including without limitation the Owners and Metropolitan having any claim against the Paying Agent arising from the Paying Agent Agreement shall look only to the funds and accounts held by the Paying Agent under thereunder for payment except as otherwise provided therein. The Paying Agent does not assume any obligation or relationship of agency or trust for the Owners, except that all funds held by the Paying Agent for the payment of principal of, or premium, if any, or interest on the Series 2013D Bonds or for the payment of the Purchase Price for the Series 2013D Bonds shall be held in trust for such Owners as set forth in the Paying Agent Agreement and in the Series 2013D Bonds. Under no circumstances shall the Paying Agent be liable in its individual capacity for the obligations evidenced by the Series 2013D Bonds.

The Paying Agent shall not be deemed to have knowledge of any Event of Default unless and until the corporate trust department of the Paying Agent shall have actual knowledge thereof. Upon the occurrence of any Event of Default the Paying Agent shall have no duty or obligation to exercise any right, power or remedy, except as specifically set forth in the Paying Agent Agreement, unless it has been first indemnified to its satisfaction from any costs, liabilities or expenses to be incurred thereby.

The recitals contained in the Paying Agent Agreement and in the Series 2013D Bonds, except the Paying Agent's certificates of authentication, shall be taken as the recitals of Metropolitan, and the Paying Agent assumes no responsibility for the correctness of the same or for the accuracy or completeness of any information set forth or required to be set forth in any offering material, including any Official Statement or other disclosure document, used in connection with the offering for sale or the sale of the Series 2013D Bonds. The Paying Agent shall not be accountable for the use or application by Metropolitan or any other person of any funds which the Paying Agent has released under the Paying Agent Agreement.

The Paying Agent (i) may execute any of the trusts or powers and perform the duties required of it under the Paying Agent Agreement by or through attorneys, agents or receivers, (ii) shall be entitled to advice of counsel concerning all matters of trust and concerning its duties under the Paying Agent Agreement and rely conclusively on such advice, and (iii) the Paying Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

Paying Agent to Act as Set Forth in the Paying Agent Agreement. The Paying Agent has the power to receive, to hold and to disburse moneys in accordance with the terms of the Paying Agent Agreement. The Paying Agent has no power to vary, alter or substitute the corpus of any trust created pursuant to the Paying Agent Agreement at any time, except as specifically authorized therein.

Indemnification. To the extent permitted by law, Metropolitan hereby agrees to indemnify and save the Paying Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages (including the reasonable fees and expenses of counsel) suffered by it as a result thereof, including where and to the extent such claim, suit or action arises out of the actions of any other party to the Paying Agent Agreement, except to the extent such claims arise from the negligence or bad faith of the Paying Agent. In the event Metropolitan is required to indemnify the Paying Agent as provided in the Paying Agent Agreement, Metropolitan shall be subrogated to the rights of the Paying Agent to recover such losses or damages from any other person or entity. In the event such claim, suit or action arises from the negligence or willful misconduct of the Paying Agent, the Paying Agent shall reimburse Metropolitan for any losses or damages (including reasonable fees and expenses of counsel) incurred by Metropolitan in connection with such claims.

### **Modification or Amendment of Paying Agent Agreement**

Amendments Permitted. The Paying Agent Agreement and the rights and obligations of Metropolitan, the Owners of the Series 2013D Bonds, the Paying Agent and the Fiscal Agent may be modified or amended from time to time and at any time by the execution and delivery by Metropolitan and the Paying Agent of a Supplemental Agreement so long as the Owners of a majority in aggregate principal amount of the Series 2013D Bonds then Outstanding consent to such Supplemental Agreement in writing; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Series 2013D Bonds of any particular maturity remain Outstanding, the consent of the Owners of such Series 2013D Bonds shall not be required and such Series 2013D Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Series 2013D Bonds Outstanding under the Paying Agent Agreement.

No such modification or amendment shall (a) extend the fixed maturity of any Series 2013D Bond, or reduce the principal amount thereof, or extend the time of payment or reduce the amount of any Mandatory Sinking Account Payment provided for the payment of any Series 2013D Bond, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Owner of each Series 2013D Bond so affected, (b) reduce the aforesaid percentage of principal amount the consent of the Owners of which is required to effect any such modification or amendment, without the consent of the Owners of all of the Series 2013D Bonds then Outstanding, or (c) modify any rights or duties of the Paying Agent or the Fiscal Agent without its consent.

Notwithstanding any provision under this section "Amendments Permitted" to the contrary, any provision or term of the Paying Agent Agreement may be modified or amended without the consent of the Owners of the Series 2013D Bonds if (a) such amendment becomes effective upon the Tender Date of any mandatory tender for purchase of the Series 2013D Bonds pursuant to a mandatory tender, (b) such amendment does not affect the right of the tendering Owners to receive the payment of the Purchase Price payable upon such mandatory tender for purchase of the Series 2013D Bonds, and (c) the content of the amendment is included in a notice of mandatory tender the Paying Agent delivers to the Owners as set forth in the Paying Agent Agreement.

It shall not be necessary for the consent of the Owners to approve the particular form of any Supplemental Agreement, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution and delivery of any Supplemental Agreement, the Paying Agent shall mail a notice provided by Metropolitan, setting forth in general terms the substance of any Supplemental Agreement to the Owners of the Series 2013D Bonds at the addresses shown on the Bond Register. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Agreement.

The Paying Agent Agreement and the rights and obligations of Metropolitan, the Paying Agent, the Fiscal Agent and the Owners of the Series 2013D Bonds may also be modified or amended from time to time and at any time by a Supplemental Agreement, which Metropolitan and the Paying Agent may execute and deliver without the consent of any Owners but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of Metropolitan in the Paying Agent Agreement thereafter to be observed, to pledge or assign additional security for the Series 2013D Bonds (or any portion thereof), or to surrender any right or power reserved to or conferred upon Metropolitan, in each case which shall not materially and adversely affect the interests of the Owners of any of the Series 2013D Bonds;

(2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Paying Agent Agreement, or in regard to matters or questions arising under the Paying Agent Agreement, as the Board may deem necessary or desirable, and which shall not materially and adversely affect the interests of the Owners of any of the Series 2013D Bonds;

(3) to modify, amend or supplement the Paying Agent Agreement in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially and adversely affect the interests of the Owners of any of the Series 2013D Bonds;

(4) to maintain the exclusion of interest on the Series 2013D Bonds from gross income for purposes of federal income taxation, to make such provisions as are necessary or appropriate to ensure such exclusion; and

(5) for any other purpose that does not materially and adversely affect the interests of the Owners of any of the Series 2013D Bonds.

Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to the Paying Agent Agreement, the Paying Agent Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Paying Agreement of Metropolitan, the Paying Agent, the Fiscal Agent and all Owners of the Series 2013D Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of the Paying Agent Agreement for any and all purposes.

Endorsement of Series 2013D Series 2013D Bonds; Preparation of New Series 2013D Series 2013D Bonds. Series 2013D Series 2013D Bonds delivered after any Supplemental Agreement becomes effective pursuant to the Paying Agent Agreement may, and if the Paying Agent so determines shall, bear a notation by endorsement or otherwise in form approved by Metropolitan and the Paying Agent as to any modification or amendment provided for in such Supplemental Agreement, and, in that case, upon demand of the Owner of any Series 2013D Bond Outstanding at the time of such execution and presentation of his Series 2013D Bond for such purpose at the Corporate Trust Office of the Paying Agent, a suitable notation shall be made on such Series 2013D Bond. If a Supplemental Agreement shall so provide, new Series 2013D Series 2013D Bonds so modified as to conform, in the opinion of Metropolitan and the Paying Agent, to any modification or amendment contained in such Supplemental Agreement, shall be prepared and executed by Metropolitan and authenticated by the Paying Agent, and upon demand of the Owners of any Series 2013D Series 2013D Bonds then Outstanding shall be exchanged at the Corporate Trust Office of the Paying Agent, without cost to any Owner, for Series 2013D Series 2013D Bonds then Outstanding, upon surrender for cancellation of such Series 2013D Series 2013D Bonds, in equal aggregate principal amounts, tenor and maturity.

Amendment of Particular Series 2013D Bonds. The provisions of the Paying Agent Agreement shall not prevent any Owner from accepting any amendment as to the particular Series 2013D Series 2013D Bonds held by him, provided that due notation thereof is made on such Series 2013D Series 2013D Bonds.

**Investment of Amounts under the Paying Agent Agreement**

Moneys held in Funds and Accounts (other than moneys held in the Purchase Fund which shall be held uninvested) shall be invested and reinvested as directed by the Treasurer solely in Authorized Investments and Metropolitan's investment policy then in effect, subject to the restrictions set forth in the Master Resolution and the Paying Agent Agreement and subject to the investment restrictions imposed upon Metropolitan by the laws of the State. The Treasurer shall direct such investments by written certificate or by telephone instruction followed by prompt written confirmation of the Treasurer or an authorized designee. The Paying Agent shall have no responsibility or liability in respect of the selection of any investment made in accordance with the instructions of the Treasurer or his authorized designee.

Investments in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and any profit realized from such investment shall be credited to such Fund or Account and any loss resulting from such investment shall be charged to such Fund or Account.

**Defeasance**

The Series 2013D Bonds may be defeased in whole or in part upon satisfaction of the provisions of the Master Resolution; provided, however, that, notwithstanding anything contained in the Master Resolution, Metropolitan may not deposit Municipal Obligations (as defined in the Master Resolution) for the payment or redemption of the Series 2013D Bonds.

**No Personal Liability of Metropolitan Officials; Limited Liability of Metropolitan to Owners of Series 2013D Bonds.**

No covenant or agreement contained in the Series 2013D Bonds or in the Paying Agent Agreement shall be deemed to be the covenant or agreement of any present or future official, officer, agent or employee of Metropolitan in his individual capacity, and neither the members of the Board of Directors of Metropolitan nor any person executing the Series 2013D Bonds shall be liable personally on the Series 2013D Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Except for the payment when due of the payments required under the Paying Agent Agreement and the observance and performance of the other agreements, conditions, covenants and terms required to be performed by it contained in the Paying Agent Agreement, Metropolitan shall not have any obligation or liability to the Owners with respect to the Paying Agent Agreement or the preparation, execution, delivery, transfer, exchange or cancellation of the Series 2013D Bonds or the receipt, deposit or disbursement of the payments by the Paying Agent, or with respect to the performance by the Paying Agent of any obligation required to be performed by it contained in the Paying Agent Agreement.

Metropolitan shall not have any obligation or liability to the Owners with respect to the Paying Agent Agreement, including, but not limited to, the payment of principal and interest on the Series 2013D Bonds and the payment of the Purchase Price of any Self-Liquidity Series 2013D Bonds, other than from Net Operating Revenues.

**APPENDIX D**

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**BOOK-ENTRY ONLY SYSTEM**

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## APPENDIX D

### BOOK-ENTRY ONLY SYSTEM

#### Introduction

*Unless otherwise noted, the information contained under the subcaption “—General” below has been provided by DTC. Metropolitan makes no representations as to the accuracy or completeness of such information. Further, Metropolitan undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on DTC’s websites as described under “—General,” including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned websites. The beneficial owners of the Series 2013D Bonds should confirm the following information with DTC, the Direct Participants or the Indirect Participants.*

**NONE OF METROPOLITAN, THE FISCAL AGENT OR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT; (B) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE SERIES 2013D BONDS UNDER THE RESOLUTIONS; (C) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2013D BONDS; (D) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT TO THE OWNERS OF THE SERIES 2013D BONDS; (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF SERIES 2013D BONDS; OR (F) ANY OTHER MATTER REGARDING DTC.**

#### General

So long as Cede & Co is the registered holder of the Series 2013D Bonds, as nominee of DTC, references in this Official Statement, including the Appendices hereto, to the Owners of the Series 2013D Bonds (other than as set forth under “TAX MATTERS”) shall mean Cede & Co. and shall not mean the Beneficial Owners (as defined herein) of the Series 2013D Bonds.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Series 2013D Bonds. The Series 2013D Bonds initially will be issued in the form of fully registered, book-entry only bonds registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2013D Bond certificate will be issued for the Series 2013D Bonds in the aggregate principal amount, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants

of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org). The information set forth on such websites is not incorporated by reference.

Purchases of Series 2013D Bonds under the DTC system must be made by or through Direct Participants which will receive a credit for the Series 2013D Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2013D Bond ("Beneficial Owner") is in turn to be recorded on the Direct Participants' and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participants or Indirect Participants through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2013D Bonds will be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2013D Bonds, except in the event that use of the book-entry system for the Series 2013D Bonds is discontinued.

To facilitate subsequent transfers, all Series 2013D Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2013D Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2013D Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2013D Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the Series 2013D Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Series 2013D Bonds being redeemed. Beneficial Owners may wish to take steps to augment the transmission to them of notices of significant events with respect to the Series 2013D Bonds, such as redemptions, tenders, defaults, and proposed amendments to material documents. For example, Beneficial Owners of the Series 2013D Bonds may wish to ascertain that the nominee holding the Series 2013D Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2013D Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Metropolitan as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2013D Bonds are credited on the Record Date (identified in the listing attached to the Omnibus Proxy).

Payments of principal of, interest and premium, if any, on and the Purchase Price of the Series 2013D Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Metropolitan or the Fiscal Agent, on the payment dates in accordance with their respective holdings shown on DTC's records. Payments by Direct Participants and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct Participant or Indirect Participant and not of DTC, the Fiscal Agent, or Metropolitan, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of, interest and premium, if any, on and the Purchase Price of the Series 2013D Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Metropolitan or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct Participants and the Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Series 2013D Bonds purchased or tendered, through its Participant, to the Paying Agent, and shall effect delivery of such Series 2013D Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2013D Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of the Series 2013D Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2013D Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to the Paying Agent's DTC account.

**NONE OF METROPOLITAN, THE FISCAL AGENT OR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OR THE SELECTION OF THE SERIES 2013D BONDS FOR REDEMPTION.**

DTC, the DTC Participants or others might not distribute payments with respect to the Series 2013D Bonds paid to DTC or its nominee as the registered owner, might not distribute any notices, to the Beneficial Owners or might not do so on a timely basis, and might not serve and act in the manner described in this Official Statement. Metropolitan, the Fiscal Agent and the Paying Agent are not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a Beneficial Owner with respect to the Series 2013D Bonds or for any error or delay relating thereto.

DTC may discontinue providing its services as depository with respect to the Series 2013D Bonds at any time by giving reasonable notice to Metropolitan or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2013D certificates are required to be printed and delivered.

Metropolitan may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2013D Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Metropolitan believes to be reliable, but Metropolitan takes no responsibility for the accuracy thereof.

**BENEFICIAL OWNERS WILL NOT RECEIVE PHYSICAL DELIVERY OF THE SERIES 2013D BONDS AND WILL NOT BE RECOGNIZED BY THE FISCAL AGENT AS OWNERS THEREOF, AND BENEFICIAL OWNERS WILL BE PERMITTED TO EXERCISE THE RIGHTS OF OWNERS ONLY INDIRECTLY THROUGH DTC AND THE PARTICIPANTS.**

**APPENDIX F**

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**FORM OF CO-BOND COUNSEL OPINION**

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**APPENDIX F****FORM OF CO-BOND COUNSEL OPINION**

[Closing Date]

The Metropolitan Water District  
of Southern California  
700 North Alameda Street  
Los Angeles, California 90012

**Re:**        \$ \_\_\_\_\_ *The Metropolitan Water District of Southern California  
Special Variable Water Revenue Refunding Bonds, 2013 Series D*

Ladies and Gentlemen:

We have acted as Co-Bond Counsel to The Metropolitan Water District of Southern California (the "District") in connection with the authorization, issuance, sale and delivery of \$\_\_\_\_\_ aggregate principal amount of bonds designated "The Metropolitan Water District of Southern California Special Variable Water Revenue Refunding Bonds, 2013 Series D" (the "Bonds"). The Bonds mature in the amounts and in the years, and bear interest, in accordance with Resolution 8329 adopted by the Board of Directors of the District (the "Board") on July 9, 1991, as amended and supplemented (the "Master Resolution"), including as amended and supplemented by Resolution 9104 adopted by the Board on December 8, 2009 (the "Nineteenth Supplemental Resolution" and, together with the Master Resolution and the "Resolutions"). The Bonds are subject to call and redemption prior to maturity on the dates, at the prices and upon the notice authorized by the Resolutions. All terms used herein and not otherwise defined shall have the meanings given such terms in the Resolutions.

Our services as Co-Bond Counsel to the District were limited to an examination of the transcript of legal proceedings referred to above, and to the rendering of the opinions set forth in the following paragraphs. We have not undertaken to verify independently the accuracy of the factual matters represented, warranted or certified in the transcript of legal proceedings referred to above, and we have assumed the genuineness of all documents and signatures presented to us (whether as originals or copies) and the due and legal execution and delivery thereof by, and the validity against, any parties other than the District thereto.

The opinions expressed herein are based upon an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We assume no responsibility to inform any person whether any such actions are taken or omitted or events do occur, or whether any matters come to our attention after the date hereof. We call attention to the fact that the enforceability of the agreements, covenants and obligations described in the foregoing paragraphs may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws); (ii) general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law; (iii) the exercise of judicial discretion in

appropriate cases; (iv) the limitations on legal remedies imposed on actions against public entities in the State of California; and (v) the application of California laws relating to conflicts of interest to which public entities are subject. We express no opinion regarding the availability of equitable remedies. We also express no opinion as to any provision in the Resolutions or the Bonds with respect to the priority of any pledge or security interest, indemnification, or governing law. We undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto in this letter.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds have been duly and validly authorized and issued in accordance with the Constitution and statutes of the State of California and constitute the legally valid and binding obligations of the District, enforceable in accordance with their terms, payable solely from the Net Operating Revenues and the other sources provided therefor in the Resolutions.

2. The District is obligated by law and the Master Resolution to prescribe, revise and collect rates and charges for the services, facilities, availability and water of the Water System, which, after making allowances for contingencies and error in estimates, shall provide Operating Revenues, together with any Additional Revenues, at least sufficient to pay, in the following order of priority, (a) Operation and Maintenance Expenditures, (b) interest on any Bond Obligation (including Mandatory Sinking Account Payments) of the Outstanding Bonds (including principal of and interest on the Bonds) and Parity Obligations as the same shall become due and payable, (c) all other payments required for compliance with the Master Resolution or any Supplemental Resolution, and (d) all other payments required to meet any other obligations of the District that are charges, liens or encumbrances upon or payable from Net Operating Revenues.

3. The agreements and covenants contained in the Resolutions are authorized by the laws of the State of California and are legally valid and binding obligations of the District, enforceable in accordance with their terms.

4. The Internal Revenue Code of 1986, as amended (the "Code"), sets forth certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Resolutions and in the District's Tax and Nonarbitrage Certificate of even date herewith concerning the investment and use of the proceeds of the Bonds (the "Tax and Nonarbitrage Certificate"), the District has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. In addition, the District has made certain other covenants, representations and certifications in the Resolutions and the Tax and Nonarbitrage Certificate. Under existing law, assuming the District's compliance with the above-mentioned tax covenants and the accuracy of the above-mentioned covenants, representations and certifications, we are of the opinion that interest on the Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Interest on the Bonds is excluded from the adjusted current earnings of corporation for purposes of computing the alternative minimum tax imposed on corporations.

5. Interest on the Bonds is exempt from personal income taxes of the State of California under present state law.

Except as stated in paragraphs 4 and 5, we express no opinion as to any other Federal, state or local tax consequences of the ownership or disposition of the Bonds. Furthermore, we express no opinion as to any Federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel. This opinion is limited to the laws of the State of California and the Federal laws of the United States, is not a guarantee of result and is not binding on the Internal Revenue Service.

The opinion set forth in paragraph 1 above assumes that the Fiscal Agent has duly authenticated the Bonds.

We have acted in this transaction solely as Co-Bond Counsel to the District. This opinion is addressed to you solely for your benefit in connection with the initial issuance and delivery of the Bonds on the date hereof. No persons other than you may rely upon this letter without our express prior written consent. This opinion may not be utilized for any other purpose and may not be quoted without our express prior written consent. The opinion speaks only as of its date and is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters. We assume no obligation to review, update or supplement this opinion to reflect any facts or circumstances which may hereafter come to our attention, or to reflect any changes in laws which may hereafter occur.

Respectfully submitted,

**APPENDIX G**

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**FORM OF CONTINUING DISCLOSURE UNDERTAKING**

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**APPENDIX G****FORM OF CONTINUING DISCLOSURE UNDERTAKING**

This Continuing Disclosure Undertaking (the “Undertaking”) is dated June 1, 2013 by The Metropolitan Water District of Southern California (“Metropolitan”) in connection with the issuance of its \$\_\_\_\_\_ aggregate principal amount of Water Revenue Refunding Bonds, 2013 Series D (the “Bonds”). The Bonds are being issued under and pursuant to the Metropolitan Water District Act, California Statutes 1969, Chapter 209, as amended and supplemented by Article 11 of Chapter 3, and Chapter 6, of Part 1, Division 2, Title 5 of the California Government Code, as amended, Resolution 8329, adopted by the Board of Directors of Metropolitan (the “Board”) on July 9, 1991, as amended and supplemented (the “Master Resolution”), and Resolution 9104 adopted by the Board on December 8, 2009 (the “Nineteenth Supplemental Resolution” and, together with the Master Resolution, the “Resolutions”). Capitalized terms used in this Undertaking which are not otherwise defined in the Resolutions shall have the respective meanings specified above or in Article I hereof. In accordance with the requirements of the Rule (as hereinafter defined), Metropolitan agrees as follows:

**ARTICLE I**  
Definitions

Section 1.1. **Definitions.** The following terms used in this Undertaking shall have the following respective meanings:

(1) “Annual Financial Information” means, collectively, (A) the financial information and operating data with respect to Metropolitan, for each fiscal year of Metropolitan, substantially in the form presented in the Official Statement as follows: (i) the table under the caption “OPERATING REVENUES, DEBT SERVICE AND INVESTMENT PORTFOLIO—Debt Service Requirements” in the forepart of the Official Statement; (ii) under the caption “METROPOLITAN’S WATER SUPPLY” in APPENDIX A to the Official Statement, the table “Metropolitan’s Water Storage Capacity and Water in Storage”; (iii) under the caption “METROPOLITAN REVENUES” in APPENDIX A to the Official Statement, the tables “Summary of Receipts by Source”, “Summary of Water Sold and Water Sales Receipts”, “Summary of Water Rates”, and “Ten Largest Water Customers”; the water standby charge for the fiscal year; revenues for the fiscal year resulting from wheeling and exchange transactions; and the total power revenues for the fiscal year; (iv) under the caption “METROPOLITAN EXPENDITURES” in APPENDIX A to the Official Statement, the table “Summary of Expenditures”; outstanding indebtedness (including revenue bonds, subordinate revenue obligations, variable rate and swap obligations, other revenue obligations and general obligation bonds), the payment obligation under the State Water Contract, a description of other long-term commitments, and the information described under the sub-caption “Defined Benefit Pension Plan”; (v) under the caption “HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES” in APPENDIX A to the Official Statement, historical revenues and expenditures for the then-immediately past fiscal year, as presented in the table “Historical and Projected Revenues and Expenditures”; (vi) under the caption “MANAGEMENT’S DISCUSSION OF HISTORICAL AND PROJECTED REVENUES AND EXPENDITURES” in APPENDIX A to the Official Statement, the percentage of operation and maintenance expenditures to total costs; (vii) under the caption “POWER SOURCES AND COSTS” in APPENDIX A to the Official Statement, the expenditures for electric power, for so long as such information shall be deemed to be material by Metropolitan; and (B) the information regarding amendments to this Undertaking required pursuant to Sections 4.2(c) and (d) of this Undertaking.

Annual Financial Information shall include Audited Financial Statements, if available, or Unaudited Financial Statements.

The descriptions contained in clause (1) above of financial information and operating data constituting Annual Financial Information are of general categories or types of financial information and operating data. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, or due to changes in accounting practices, or legislative or organizational changes, a statement to that effect shall be provided in lieu of such information. Comparable information shall be provided if available.

(2) “Audited Financial Statements” means the annual financial statements, if any, of Metropolitan, audited by such auditor as shall then be required or permitted by State law or the Resolutions. Audited Financial Statements shall be prepared in accordance with GAAP; provided, however, that Metropolitan may from time to time, if required by Federal or State legal requirements, modify the accounting principles to be followed in preparing its financial statements. The notice of any such modification required by Section 4.2(d) hereof shall include a reference to the specific Federal or State law or regulation describing such accounting principles.

(3) “Counsel” means Nixon Peabody LLP, Los Angeles, California or Curls Bartling P.C., Oakland, California or another nationally recognized bond counsel or counsel expert in Federal securities laws, in each case acceptable to Metropolitan.

(4) “EMMA System” means the MSRB’s Electronic Municipal Market Access system or any successor nationally recognized municipal securities information repositories recognized by the SEC for the purposes referred to in the Rule.

(5) “Event Notice” means written or electronic notice of a Notice Event.

(6) “GAAP” means generally accepted accounting principles as prescribed from time to time for governmental units by the Governmental Accounting Standards Board.

(7) “MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

(8) “Notice Event” means any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notice of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of any Bonds;
- (vii) modifications to rights of security holders, if material;
- (viii) bond calls, if material;

- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the securities, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of Metropolitan (such event being considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for Metropolitan in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of Metropolitan, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of Metropolitan);
- (xiii) the consummation of a merger, consolidation, or acquisition involving Metropolitan or the sale of all or substantially all of the assets of Metropolitan, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(9) “Official Statement” means the Official Statement dated May \_\_, 2013, of Metropolitan relating to the Bonds.

(10) “Rule” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended, as in effect on the date of this Undertaking, including any official interpretations thereof issued either before or after the effective date of this Undertaking which are applicable to this Undertaking.

(11) “SEC” means the United States Securities and Exchange Commission.

(12) “State” means State of California.

(13) “Unaudited Financial Statements” means the same as Audited Financial Statements, except that they shall not have been audited.

## ARTICLE II The Undertaking

Section 2.1. Purpose. This Undertaking shall constitute a written undertaking for the benefit of the holders of the Bonds and is being executed and delivered solely to assist the underwriter of the Bonds in complying with subsection (b)(5) of the Rule.

Section 2.2. Annual Financial Information.

(a) Metropolitan shall provide Annual Financial Information with respect to each fiscal year of Metropolitan, commencing with such information with respect to fiscal year 2012-13, by no later than 180 days after the end of the respective fiscal year, to the EMMA System.

(b) Metropolitan shall provide, in a timely manner, notice of any failure of Metropolitan to provide the Annual Financial Information by the dates specified in subsection (a) above to the EMMA System.

Section 2.3. Audited Financial Statements. If not provided as part of Annual Financial Information by the date required by Section 2.2(a) hereof, Metropolitan shall provide Audited Financial Statements, when and if available, to the EMMA System.

Section 2.4. Event Notices. If a Notice Event occurs, Metropolitan shall provide or cause to be provided, in a timely manner not in excess of ten (10) Business Days after the occurrence of such Notice Event, an Event Notice to the EMMA System.

Section 2.5. Additional Information. Nothing in this Undertaking shall be deemed to prevent Metropolitan from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information or Event Notice, in addition to that which is required by this Undertaking. If Metropolitan chooses to include any information in any Annual Financial Information or Event Notice in addition to that which is specifically required by this Undertaking, Metropolitan shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information or Event Notice.

ARTICLE III  
Operating Rules

Section 3.1. Reference to Other Documents. It shall be sufficient for purposes of Section 2.2 hereof if Metropolitan provides Annual Financial Information by specific reference to documents (i) either (1) provided to the EMMA System, or (2) filed with the SEC, or (ii) if such document is a "final official statement," as defined in paragraph (f)(3) of the Rule, available from the MSRB or the EMMA System.

Section 3.2. Submission of Information. Annual Financial Information may be provided in one document or multiple documents, and at one time or in part from time to time.

Section 3.3. Event Notices. Each Event Notice shall be so captioned and shall prominently state the title, date and CUSIP numbers of the Bonds.

Section 3.4. Transmission of Information and Notices. Any filing under this Undertaking may be made solely by transmitting such filing to (i) the MSRB through the EMMA System or (ii) as otherwise specified in the relevant rules and interpretive advice provided by the SEC. Unless otherwise required by law and, in Metropolitan's sole determination, subject to technical and economic feasibility, Metropolitan shall employ such methods of information and notice transmission as shall be requested or recommended by the herein designated recipients of Metropolitan's information and notices.

Section 3.5. Fiscal Year. Annual Financial Information shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. Metropolitan's current fiscal

year is July 1 to June 30, and Metropolitan shall promptly notify the EMMA System of each change in its fiscal year.

ARTICLE IV  
Termination, Amendment and Enforcement

Section 4.1. Effective Date; Termination.

(a) This Undertaking and the provisions hereof shall be effective upon the issuance of the Bonds.

(b) Metropolitan's obligations under this Undertaking shall terminate upon a legal defeasance pursuant to Section 9.02 of the Master Resolution, prior redemption or payment in full of all of the Bonds.

(c) This Undertaking, or any provision hereof, shall be null and void in the event that Metropolitan (1) receives an opinion of Counsel, addressed to Metropolitan, to the effect that those portions of the Rule which require this Undertaking, or any of the provisions hereof, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) delivers copies of such opinion to the EMMA System.

Section 4.2. Amendment.

(a) This Undertaking may be amended by Metropolitan, without the consent of the holders of the Bonds (except to the extent required under clause (4)(ii) below), if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of Metropolitan or the type of business conducted thereby, (2) this Undertaking as so amended would have complied with the requirements of the Rule as of the date of this Undertaking, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) Metropolitan shall have received an opinion of Counsel, addressed to Metropolitan, to the same effect as set forth in clause (2) above, (4) either (i) Metropolitan shall have received an opinion of Counsel or a determination by a person, in each case unaffiliated with Metropolitan (such as bond counsel) and acceptable to Metropolitan, addressed to Metropolitan, to the effect that the amendment does not materially impair the interests of the holders of the Bonds or (ii) the holders of the Bonds consent to the amendment to this Undertaking pursuant to the same procedures as are required for amendments to the Resolutions with consent of holders of Bonds, pursuant to the Resolutions as in effect on the date of this Undertaking, and (5) Metropolitan shall have delivered copies of such opinion(s) and amendment to the EMMA System.

(b) In addition to subsection (a) above, this Undertaking may be amended and any provision of this Undertaking may be waived by Metropolitan, without the consent of the holders of the Bonds, if all of the following conditions are satisfied: (1) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this Undertaking which is applicable to this Undertaking, (2) Metropolitan shall have received an opinion of Counsel, addressed to Metropolitan, to the effect that performance by Metropolitan under this Undertaking as so amended or giving effect to such waiver, as the case may be, will not result in a violation of the Rule and (3) Metropolitan shall have delivered copies of such opinion and amendment to the EMMA System.

(c) To the extent any amendment to this Undertaking results in a change in the type of financial information or operating data provided pursuant to this Undertaking, the first Annual Financial Information provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. Notice of such amendment shall be provided by Metropolitan to the EMMA System.

Section 4.3. Contract; Benefit; Third-Party Beneficiaries; Enforcement.

(a) The provisions of this Undertaking shall constitute a contract with and inure solely to the benefit of the holders from time to time of the Bonds, except that beneficial owners of Bonds shall be third-party beneficiaries of this Undertaking.

(b) Except as provided in this subsection (b), the provisions of this Undertaking shall create no rights in any person or entity. The obligations of Metropolitan to comply with the provisions of this Undertaking shall be enforceable (i) in the case of enforcement of obligations to provide financial statements, financial information, operating data and notices, by any holder of Outstanding Bonds, or (ii) in the case of challenges to the adequacy of the financial statements, financial information and operating data so provided, by the holders of 25 percent in aggregate amount of Outstanding Bonds. The holders' rights to enforce the provisions of this Undertaking shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of Metropolitan's obligations under this Undertaking. In consideration of the third-party beneficiary status of beneficial owners of Bonds pursuant to subsection (a) of this Section, beneficial owners shall be deemed to be holders of Bonds for purposes of this subsection (b).

(c) Any failure by Metropolitan to perform in accordance with this Undertaking shall not constitute a default or an Event of Default under the Resolutions and shall not result in any acceleration of payment of the Bonds, and the rights and remedies provided by the Resolutions upon the occurrence of a default or an Event of Default shall not apply to any such failure.

(d) This Undertaking shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Undertaking shall be instituted in a court of competent jurisdiction in the State; provided, however, that to the extent this Undertaking addresses matters of Federal securities laws, including the Rule, this Undertaking shall be construed in accordance with such Federal securities laws and official interpretations thereof.

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_

Gary Breaux  
Assistant General Manager/Chief Financial  
Officer

APPROVED AS TO FORM:

MARCIA SCULLY, General Counsel

By: \_\_\_\_\_  
Assistant General Counsel