

1 NOSSAMAN, GUTHRIE, KNOX & ELLIOTT, LLP
2 FREDERIC A. FUDACZ, STATE BAR NO. 050546
3 JOHN OSSIFF, STATE BAR NO. 120149
4 445 South Figueroa Street
5 Thirty-First Floor
6 Los Angeles, California 90071
7 Telephone: (213) 612-7800
8 Facsimile: (213) 612-7801

9 Attorneys for
10 CHINO BASIN WATERMASTER

NGK/E
RE ADPT
3/11/97

FEE EXEMPT

FILED - West District
San Bernardino County Clerk

MAR 07 1997
Wanda DeVinney

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN BERNARDINO - WEST DISTRICT

13 CHINO BASIN MUNICIPAL WATER)
14 DISTRICT,)
15 Plaintiff,)
16 v.)
17 CITY OF CHINO,)
18 Defendant.)

Case No. RCV 51010
REPLY TO OPPOSITIONS TO
MOTION FOR APPOINTMENT OF
NINE MEMBER BOARD AS
WATERMASTER AND
SUPPORTING DECLARATIONS
DATE: March 11, 1997
TIME: 8:30 a.m.
DEPT: H
Specially assigned to the Honorable
Judge J. Michael Gunn

19 This memorandum is filed in reply to all of the various opposition memoranda
20 filed in response to the motion for appointment of a new Watermaster.
21
22
23
24
25
26
27
28

1	I.	INTRODUCT ION	1
2	II.	THE ASSERTED "FACTS" IN THE OPPOSITION MEMORANDA ARE UNTRUE OR INCOMPLETE.....	2
3	III.	THE PROPOSED NINE MEMBER BOARD DOES NOT MODIFY ANY PROVISIONS OF THE JUDGMENT.....	3
4	IV.	HOW THE NINE MEMBER BOARD RELATES TO "CHECKS AND BALANCES" UNDER THE CHINO BASIN JUDGMENT.	4
5	A.	The Court Is The Ultimate Source of "Checks and Balances" Under The Judgment	4
6	B.	"Checks and Balances" Contained in the Judgment Resulted Primarily from a Mistrust of, and Means of Control Over the Chino Basin Municipal Water District as Watermaster.....	5
7	C.	The Intent of the Parties In the Judgment Was to Place Management of the Basin in the Hands of the Producers, Not in the Hands of Some Outside Entity.....	8
8	D.	Powers of Nine Member Board as Watermaster and Relationship to Advisory Committee	8
9	E.	Protection of Minority and Small Producer Interests Under the Nine Member Board.....	8
10	V.	PROFESSED CONCERNS ABOUT MINORITY PRODUCERS OR WATER QUALITY ARE UNFOUNDED AND ARE NOT "COMPELLING REASONS"	9
11	VI.	PROTECTION OF THE PUBLIC INTEREST	10
12	VII.	ALLEGATIONS OF MISMANAGEMENT ARE UNFOUNDED.....	11
13	VIII.	THE MYTH OF A "REQUIREMENT" FOR AN "INDEPENDENT" WATERMASTER IS NOT A COMPELLING REASON TO DENY THE MOTION FOR APPOINTMENT OF A NEW WATERMASTER	12
14	A.	Comments By Senator Ayala Are At Best Inadmissible Opinion and Hearsay. The Court May Not Consider His Opinions As Part of the Legislative History of Senate Bill 222.	12
15	B.	The Judgment Places Control, Subject to the Direction of the Court, In the Hands of the Parties Acting Through the Advisory Committee. The Watermaster Implements the Directions of the Advisory Committee and Can be Replaced by the Advisory Committee.....	13
16	IX.	CBMWD IS A PRODUCER IN THE BASIN AND IS NOT AND CANNOT BE AN "INDEPENDENT" WATERMASTER	13
17	X.	THIS FIRM AS COUNSEL FOR WATERMASTER	14
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			

XI. IMMEDIATE ACTION ON THE PERS MATTER IS REQUIRED AND
MUST BE IMMEDIATELY DIRECTED BY THE COURT 15

XII. CONCLUSION..... 16

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **I. INTRODUCTION**

2 For over a full year now a majority of the Advisory Committee has clearly
3 stated its position that a new Watermaster should be appointed. The Judgment clearly
4 and undeniably gives the Advisory Committee the power to name a new Watermaster
5 and the Judgment requires the Court to appoint the Watermaster named by the
6 Advisory Committee unless there are "compelling reasons" to the contrary.

7 During this past period of more than a year, a vocal minority - and always a
8 minority - has opposed the wishes of the majority of the Advisory Committee. This
9 minority includes Chino Basin Municipal Water District ("CBMWD"), which is apparently
10 desperately trying to hold on to its position as Watermaster, which it currently occupies
11 on an interim basis, even though CBMWD's recent actions clearly demonstrate that
12 CBMWD has no interest in following the requirements of the Judgment.

13 The matter was exhaustively briefed and argued before the Court last June.
14 At the direction of the Court further exhaustive meet and confer sessions, workshops
15 and Pool and Committee meetings were held. Throughout all of this a majority of the
16 Advisory Committee remained committed to the appointment of a new Watermaster.
17 No compelling reasons to the contrary were stated by any party.

18 The continued uncertainty is adversely affecting the ability of the parties to
19 conduct the business of management of the Basin in accordance with the requirements
20 of the Judgment. The actions of CBMWD in ignoring the plain requirements and
21 restrictions of the Judgment undermine the very foundations of the Judgment itself. It is
22 apparent that the interests of the public, the interests of the parties, and the interests of
23 the Judgment itself require that CBMWD be immediately replaced as Watermaster.

24 The Advisory Committee has voted for a replacement Watermaster which is in all
25 respects in full compliance and accord with the Judgment and the law. There are no
26 compelling reasons for the Court to fail to name the Watermaster identified by the
27 Advisory Committee. The Court should do so immediately.

1 II. THE ASSESSMENT "FACTS" IN THE OPPOSITION MEMORANDA ARE
2 UNTRUE OR INCOMPLETE

3 Following the June 1996 hearing, the Court appointed CBMWD as
4 Watermaster on an interim basis - and only on an interim basis. At that hearing the
5 Court was advised that the Watermaster staff had already begun a transition to new
6 offices and procedures that would allow the staff to function separately from the
7 operations of CBMWD and thus facilitate the transition to a new Watermaster. At the
8 June hearing the Court in fact expressed the concern that those transition activities
9 should be completed before a new Watermaster was named. In its opposition Monte
10 Vista Water District ("Monte Vista") completely misstates the facts by asserting that
11 Watermaster staff acted "contrary to the Court's prior order" by completing those
12 transition steps. This is simply and totally untrue.

13 What all of the opposition memoranda fail to discuss is efforts undertaken by
14 the parties subsequent to the June 1996 hearing. Following the hearing, as directed by
15 the Court, the parties held a meet and confer session. The parties then had a follow on
16 meet and confer session, and had further Committee meetings and workshops. Notice
17 of these meetings was sent to all parties and was published in the local newspapers.
18 All parties and all members of the public were invited to attend. (See Stewart Decl. ¶¶
19 1-6.) Monte Vista asserts, without a single declaration or shred of evidence, that the
20 Advisory Committee was "filibustering" and that "no such meaningful efforts have been
21 made." (Monte Vista Opp. 2:23-27.) This is untrue. In fact the only "filibustering" that
22 occurred was by CBMWD, Monte Vista and the City of Chino.

23 The Court had set September 18, 1996, as a date for the continued hearing
24 on the motion for appointment of a Watermaster. Prior to that date the Advisory
25 Committee by a greater than 80% majority, voted for a 3 member Watermaster Board
26 composed of one representative each of CBMWD, Three Valleys Municipal Water
27 District and Western Municipal Water District. That Board would have filled all the
28 requirements of a so called "independent" Watermaster which Monte Vista and
CBMWD now assert they want. At the September 18 hearing, the Court was advised

1 that the three member Board had been approved by the Advisory Committee, and that
2 all that remained was for the three Municipal Water Districts to name their
3 representatives. Western and Three Valleys did so. CBMWD never named a
4 representative, and in fact never even scheduled the matter for action at a meeting.
5 CBMWD was obviously unwilling to give up sole control of Watermaster. CBMWD did
6 not want an "independent" Watermaster; it wanted a Watermaster controlled by
7 CBMWD.

8
9 **III. THE PROPOSED NINE MEMBER BOARD DOES NOT MODIFY ANY**
10 **PROVISIONS OF THE JUDGMENT.**

11 Monte Vista argues that the Judgment prohibits any Watermaster from
12 including groundwater producers. (Monte Vista Opp. pp. 4-6.) There is no such
13 prohibition stated in the Judgment.

14 Indeed it is CBMWD itself which appears to be seeking a major revision to the
15 Judgment. CBMWD devotes most of its opposition to railing against the authority of the
16 Advisory Committee to mandate action by the Watermaster by an 80% vote. That
17 authority however is undeniably and clearly stated in the Judgment. Obviously
18 CBMWD seeks authority to act with impunity, without regard for the provisions of the
19 Judgment and to ride roughshod over the rights of the parties under the Judgment,
20 when it suits the whims of CBMWD. Likewise the declaration accompanying the
21 opposition of the Overlying (Agricultural) Pool states: "The control of the Watermaster
22 must be taken away from the Advisory Committee" (Koopman Decl. 3:25-26.)
23 Such a position is nothing less than an assertion that substantive portions of the
24 Judgment should be radically altered.

25 The declaration of Mr. Grindstaff, filed with the memorandum of Monte Vista,
26 asserts there will be problems "should the judgment rules be applied." (Grindstaff Decl.
27 ¶ 27.) Apparently Mr. Grindstaff would also like to see a change in the Judgment. But
28 this Court cannot unilaterally change the Judgment nor can the Court ignore the

1 requirements of the Judgment. The Judgment is binding upon the Court as much as it
2 is upon the parties.

3 The City of Chino also challenges the authority of the Advisory Committee
4 with respect to appointment of a new Watermaster. The Judgment clearly places such
5 authority in the Advisory Committee. Moreover, the procedure which has been followed
6 is, as was explained to the Court last June, precisely the same procedure as had been
7 followed with past motions for appointment of Watermaster to a new term, i.e. the
8 Advisory Committee votes and then directs Watermaster Counsel to file a motion for
9 Court approval.

10
11 **IV. HOW THE NINE MEMBER BOARD RELATES TO "CHECKS AND**
12 **BALANCES" UNDER THE CHINO BASIN JUDGMENT.**

13
14 **A. The Court is The Ultimate Source of "Checks and Balances" Under**
15 **The Judgment**

16 Some parties expressed concern that a Watermaster board that contained
17 members of the Advisory Committee would be contrary to the system of "checks and
18 balances" set up under the Judgment. Such a view seriously misunderstands the
19 nature of administration under the Judgment, the true nature of controls established
20 under the Judgment, and the intent of the parties in adopting the administrative system
21 established by the Judgment.

22 First and foremost, it must be clearly kept in mind that the Court is the ultimate
23 source of "checks and balances" in this Judgment. Any party may seek Court review of
24 any Watermaster decision, whether that decision is consistent with or contrary to the
25 recommendation of the Advisory Committee. In this regard each and every party in the
26 action is on an equal footing. Every entity with an interest in the Basin is a party in the
27 action, even those entities which do not produce water from the Basin. It is thus simply
28 not possible for any one party, or any group of parties, to make some decision

1 regarding the Basin without the opportunity for each and every other party to seek
2 Court review of that decision. The interests of each and every party are fully protected.
3 The appointment of the nine member board as Watermaster will not change this in any
4 respect whatsoever.

5
6 **B. "Checks and Balances" Contained in the Judgment Resulted**
7 **Primarily from a Mistrust of, and Means of Control Over the Chino**
8 **Basin Municipal Water District as Watermaster**

9 The concern expressed by some that the nine member board would weaken
10 Watermaster control over the Advisory Committee completely misunderstands the
11 actual nature of the controls in the Judgment. The principle controls stated in the
12 Judgment provide for control by the Advisory Committee, and by the producers in the
13 Basin, over the Watermaster, not the other way around.

14 As noted in the briefs previously filed with the Court, the parties agreed to
15 name CBMWD as the initial Watermaster because CBMWD already had the staff and
16 facilities in place which would enable it to collect the assessments and perform the
17 other tasks required of the Watermaster under the Judgment. CBMWD was also
18 named as Watermaster because it "also made known that it would drop the adjudication
19 if it were not selected." (Lipson, p. 81.)^{1/} Having decided to name CBMWD as
20 Watermaster, the parties then made sure that the Judgment contained controls on
21 CBMWD. Lipson reports:

22 "Some opposed district management because they
23 feared there would be a conflict between the district's role as a
24 surface water purveyor and operator of sewage treatment works
25 and its role as a groundwater manager. . . . Although producers

26
27 ^{1/} Excerpts of the Lipson and Blomquist reports are attached as Exhibits to the
28 moving papers in this motion.

1 agreed on the district as Watermaster, they placed a number of
2 conditions on its operations to assure that their interests were
3 protected. In fact, there is little the Watermaster can do without
4 producer approval.

5 "The judgment establishes the Chino Basin Municipal
6 Water District as Watermaster but requires review and approval
7 of all major discretionary actions by a producer advisory
8 committee representing the three producer pools. Moreover, the
9 Watermaster is appointed for the limited term of five years and
10 may be removed by a motion of the advisory committee
11 supported by a vote from the majority (where the majority
12 represents the majority of the assessments paid). Also, any
13 party can request court review of a Watermaster action and is
14 entitled to full court review with no presumption of fact in favor of
15 the Watermaster. In addition, the advisory committee can
16 *mandate* the Watermaster to take certain actions if favored by
17 80 percent of the eligible voters. If the Watermaster does not
18 adhere to the advisory committee's recommendations on non-
19 mandated actions, a public hearing must be held before a
20 decision can be reached. Furthermore, separate pool
21 committees, elected on the basis of member assessments,
22 make recommendations on policies for their respective groups.
23 The actions of the Watermaster are also limited by policies set
24 forth in the judgment, many of which specify management
25 parameters and limit discretion. Thus the sophisticated
26 institutional structure places substantial checks on Watermaster
27 discretion and appears to assure that primary policy control
28 remains in the hands of producers on the advisory and

1 individual pool committees.

2 "Inasmuch as appropriators are expected to pay the lion's
3 share of replenishment assessments and advisory committee
4 voting is based on these assessments, appropriators appear to
5 be assured a primary voice in basin policymaking." (Lipson,
6 pp. 80-81; underlined emphasis added, footnotes deleted.)

7 Lipson concludes that the management plan under the Judgment:

8 "married district Watermaster management with checks and
9 balances over the exercise of Watermaster powers that appear
10 to assure producer policy control." (Lipson, p. 83.)

11 Thus one of the most important of the "checks and balances" contained in the
12 Judgment is the ability of the Advisory Committee to name a new Watermaster. The
13 suggestion now made by some parties that such actions by the Advisory Committee are
14 improper turns the entire structure of the Judgment on its head. Such actions are an
15 exercise of the checks and balances under the Judgment, not inconsistent with them.

16 This power of the Advisory Committee was recognized by Lipson, by the later
17 study by Professor Blomquist, and by Judge Turner in his order of July 1989, issued in
18 the exercise of the Court's continuing jurisdiction under the Judgment. The
19 appointment of the nine member board as Watermaster is fully consistent with these
20 Judgment provisions.

21 To the extent that the Judgment, de facto, created a level of administrative
22 decision making between the Advisory Committee and the Court, that will continue to
23 exist with the nine member board in place. Moreover, because the nine member board
24 is selected differently and has a different allocation of voting power than the Advisory
25 Committee, the nine member board will in fact be a different and distinct level of
26 decision making. Of course, Court review will continue to be available at the request of
27 any party.

1 C. The Intent of the Parties in the Judgment Was to Place Management
2 of the Basin in the Hands of the Producers, Not in the Hands of Some
3 Outside Entity.

4 The Judgment was created because the producers in the Basin recognized
5 the need for management and reached agreement on a management plan. The
6 producers agreed to tax themselves, by imposing assessments, to purchase
7 supplemental water to keep the Basin in balance. The parties ensured that the
8 Judgment recognized water rights, giving those rights economic value. The parties
9 then wanted to make sure that the parties who were paying the assessments retained
10 control over decisions affecting the Basin. For that reason, the State Department of
11 Water Resources was rejected as a possible Watermaster. As Lipson points out, in the
12 passage quoted above, the parties wanted to ensure "producer policy control."

13 The assertion made by some parties now that there must be a "neutral" or
14 "independent" Watermaster thus now only finds no support in the Judgment, but is in
15 fact contrary to the intent of the parties in establishing the Judgment.

16 D. Powers of Nine Member Board as Watermaster and Relationship to
17 Advisory Committee

18 A review of the proposed makeup and voting power of the nine member board
19 makes it clear that the board will in fact provide a level of decision making which is
20 independent from the Advisory Committee. The Advisory Committee is made up of
21 representatives of producers only. The nine member board will include representatives
22 of the three municipal water districts which are located in the Basin. Voting power on
23 the Advisory Committee is allocated according to production and payment of
24 assessments. Voting on the nine member board will be one person, one vote with
25 voting power allocated differently than on the Advisory Committee.

26 E. Protection of Minority and Small Producer Interests Under the Nine
27 Member Board

28 The rights of each and every party, regardless of the amount of water that

1 party produces or the amount of assessments that party pay will be fully protected.
2 Each party will, of course, as noted above, have the opportunity to seek Court review of
3 any Watermaster decision. Previously, with CBMWD as Watermaster, parties located
4 outside the CBMWD boundaries had no opportunity whatsoever to have input as to the
5 selection of the CBMWD Board. Now every party in the action will have the ability to
6 have input on the selection of the Watermaster board. The nine member board will be
7 more representative and provide greater protection to minority rights than has existed in
8 the Basin before.

9
10 **V. PROFESSED CONCERNS ABOUT MINORITY PRODUCERS OR WATER**
11 **QUALITY ARE UNFOUNDED AND ARE NOT "COMPELLING REASONS"**

12 Monte Vista expresses a concern for the "rights or interests of the minority
13 producers". (Monte Vista Opp. 2:9-10.) Monte Vista fails to cite however a single
14 instance of either the Advisory Committee violating the rights of minority producers or of
15 CBMWD in its role as Watermaster doing anything to uphold or protect the rights of
16 minority producers. This is a non-issue.

17 Monte Vista also argues, in a very vague way, that the nine member
18 Watermaster Board would ignore water quality issues in the southern portion of the
19 Basin because the Watermaster Board would probably have a majority vote from
20 parties located in the northern portion of the Basin. This ignores the fact that the
21 Advisory Committee, which does have a majority vote from the parties in the northern
22 part of the Basin, voted to commit 12,000 acre feet a year, having a present market
23 value of almost \$3 million per year, to a desalter program specifically intended for clean
24 up of the southern portion of the Basin. There is no reason to believe the Watermaster
25 Board would not continue to take steps toward clean up of the entire Basin. Moreover,
26 as Monte Vista itself notes, the Judgment requires such action. (Monte Vista Opp.
27 7:14.) There is no reason to assume in advance that the nine member Watermaster
28 Board would simply ignore the Judgment.

1 The opposition filed on behalf of the Overlying (Agricultural) Pool implies that
2 the motions to name a new Watermaster were somehow tied to alleged efforts by the
3 Appropriative Pool to avoid making a commitment to clean up of the southern portion of
4 the Basin. This misstates and confuses the facts. There were no such efforts by the
5 Appropriative Pool. The Advisory Committee, on which the Appropriative Pool has a
6 majority vote, in fact on March 27, 1996 approved an agreement to commit 12,000 acre
7 feet a year of water, valued at about \$3 million a year, to such clean up. (See Stewart
8 Decl. ¶¶ 7, 8.) The efforts by the parties to name a new Watermaster have not been
9 tied in any way to that clean up effort. Moreover, the efforts to name a new
10 Watermaster have been supported by members of each of the Pools, including the
11 Overlying (Agricultural) Pool. Such an assertion moreover ignores the fact that
12 attempts to appoint a new Watermaster have been ongoing since 1994. (Stewart Decl.
13 ¶ 6.) The move to appoint a new Watermaster is not new and is not tied to the single
14 issue asserted.

15 16 **VI. PROTECTION OF THE PUBLIC INTEREST**

17 The City of Chino Hills argues that appointment of the nine member
18 Watermaster Board would:

19 "return the parties to the contentious and litigation situation that
20 existed prior to the Judgment, where the parties owning water
21 rights determined the extraction and replenishment of
22 groundwater from the Chino Basin and were able to pass on
23 direct and indirect costs to the public free of any scrutiny."

24 (Chino Hills Opp. 4:12-17.)

25 The position of the City of Chino Hills ignores what has been happening under
26 the Judgment during the last 18 years. In fact, the Judgment gives the power to the
27 parties, through the Advisory Committee to identify the amount of water that may be
28 produced and to set assessments. All of these activities have been, and are required

1 by the Judgment to , conducted in public. The appointme of the nine member
2 Watermaster board will not impact those activities or procedures in any way. The rights
3 and public interest for which the City of Chino Hills expresses a concern are protected
4 and will be continued to be protected.

5
6 **VII. ALLEGATIONS OF MISMANAGEMENT ARE UNFOUNDED.**

7 Assertions are made by some of the parties that the motion for appointment of
8 a Watermaster should be denied because of the results of the audit which was
9 commissioned by CBMWD. In fact nothing in the audit supports such a conclusion.
10 (See Declarations of Alice Lichti, Lee Penrice and Mary Staula.) Ms. Lichti points out
11 that the audit makes recommendations and sets standards which CBMWD itself has not
12 achieved. Mr. Penrice points out that the conclusion in the audit regarding the absence
13 of specific written policies are ill considered. Watermaster staff is in the process of
14 developing written policies to reflect the separate status of Watermaster operations. He
15 points out that CBMWD itself operated for years without written policies while the
16 policies were being developed. To the extent constructive suggestions were made by
17 the audit there is no reason why the new Watermaster could not implement them.

18 In his declaration, Mr. Grindstaff implies that water quality problems in the
19 Basin are somehow the fault of actions of the Advisory Committee. Mr. Grindstaff
20 asserts that many agencies would lose significant water worth hundreds of thousands
21 of dollars should the judgment rules be applied." (Grindstaff Decl. ¶ 27.) As explained
22 in the declaration of Mark Widermuth filed herewith, the information on which Mr.
23 Grindstaff relies is dated and has been superseded by more recent reports (Widermuth
24 Decl. ¶¶ 6, 7), the causes of the water quality problems are independent of any actions
25 by the Advisory Committee (Widermuth Decl. ¶ 8) and Mr. Grindstaff's conclusions
26 about "lost" water are not supported by the facts (Widermuth Decl. ¶ 9.)
27
28

1 VIII. THE MYTH OF "REQUIREMENT" FOR AN "INDEPENDENT"
2 WATERMASTER IS NOT A COMPELLING REASON TO DENY THE MOTION
3 FOR APPOINTMENT OF A NEW WATERMASTER

4 A. Comments By Senator Ayala Are At Best Inadmissible Opinion and
5 Hearsay. The Court May Not Consider His Opinions As Part of the
6 Legislative History of Senate Bill 222.

7 With all due respect to Senator Ayala, his conclusion that producers were to
8 have no control, is not supported by either the Judgment or the law. He was not a
9 participant in the negotiations which led to the Judgment. His conclusions are,
10 moreover, contradicted by observations and reports of neutral third parties who have
11 reviewed the Judgment and are contradicted by the orders entered by the Court in this
12 proceeding. (See declaration of Lloyd Michael.)

13 Courts are not authorized to inquire into and may not properly rely on the
14 subjective motives, intentions, or mental processes of legislators. As stated in Board of
15 Supervisors v. Superior Court (1995) 32 Cal.App.4th 1616, 1623:

16 "There are some controversies, however, the courts will not
17 review. This is one of them. The judiciary confines evaluation
18 of a statute to the terms of the legislation itself and will eschew
19 inquiry into what motivated or influenced those who voted on the
20 legislation."

21 The Court further stated:

22 "The rule is general with reference to the enactments of all
23 legislative bodies that the courts cannot inquire into the motives
24 of the legislators in passing them, except as they may be
25 disclosed on the face of the acts, or inferable from their
26 operation, considered with reference to the condition of the
27 country and existing legislation." (32 Cal.App.4th 1616, 1624.)

28 Senator Ayala did not participate in the negotiations which resulted in the
Judgment (Michael Decl. ¶¶ 2-5) and thus is not properly in a position to try to interpret

1 the Judgment. Those individuals who were in fact present have stated that the intent of
2 the parties was that the power to govern the Chino Basin would rest with the producers
3 that relied on it as a source of water supply. (Michael Decl. ¶¶ 5, 6.)
4

5 **B. The Judgment Places Control, Subject to the Direction of the Court,**
6 **In the Hands of the Parties Acting Through the Advisory Committee.**
7 **The Watermaster Implements the Directions of the Advisory**
8 **Committee and Can be Replaced by the Advisory Committee.**

9 As both the Blomquist and Lipson reports noted above found, the parties
10 intended to put principal control in the Advisory Committee. This was confirmed by
11 Judge Turner in his 1989 order. In 1994 the Court appointed Special Referee Anne
12 Schneider reviewed the Judgment in connection with a dispute over certain water rights
13 between parties CSI and Kaiser. She noted that the Judgment was a stipulated
14 judgment and further noted: "Stipulated judgments, like the 1978 Judgment, are
15 generally to be treated and interpreted like contracts. In re Ferrigno, 22 Cal.App.2d
16 472, 474, 71 P.2d. 329 (1937)." (Written Recommendation of Special Referee To Court
17 Regarding Appurtenance Issue, March 10, 1994, 52:18-20; an excerpt of this
18 Recommendation is attached hereto as Exhibit A.) As with a contract, the Judgment
19 should be interpreted to reflect the intentions of the stipulating parties, as enacted by
20 the Court. In this circumstance that means following the Judgment and appointing the
21 nine member Watermaster board.

22 **IX. CBMWD IS A PRODUCER IN THE BASIN AND IS NOT AND CANNOT BE AN**
23 **"INDEPENDENT" WATERMASTER**

24 CBMWD is not and cannot be the "independent" or "neutral" Watermaster
25 which some of the parties profess to want. First of all, CBMWD is a producer of water
26 from the groundwater basin. Thus those who assert that producers cannot be
27 Watermaster must necessarily conclude that CBMWD cannot be Watermaster.

28 Secondly, CBMWD has its own interest in utilizing the storage capacity of the

1 Basin. That issue will be one which receives a great deal of Watermaster attention in
2 the future. (Stewart Decl. ¶ 9.) CBMWD will be motivated to favor its own interests in
3 managing the storage capacity and not the interests of the parties as a whole.

4 CBMWD is also not independent due to its connections with Monte Vista. The
5 president of the Board of Directors of Monte Vista Water District is also the General
6 Manager of CBMWD. This creates at the very least a compelling appearance of lack of
7 neutrality on the part of CBMWD.

8
9 **X. THIS FIRM AS COUNSEL FOR WATERMASTER**

10 Monte Vista makes another blatant misstatement of the facts when it asserts
11 that this firm was "misrepresenting itself as counsel for the Chino Basin Watermaster."
12 (Monte Vista Opp. 1:6-7.) As was fully explained to this Court in June 1996, this firm
13 was retained as Watermaster counsel in July 1994, and has functioned in that role ever
14 since. This includes not only these motions regarding appointment of a new
15 Watermaster, but also submission of annual reports and representation of Watermaster
16 in other aspects of the Judgment. This Court expressly ruled last June, when
17 presented with the very same arguments presented now, that this firm was in fact the
18 counsel for Watermaster. To argue now as Monte Vista does that this firm has been
19 "misrepresenting" itself as Watermaster counsel is absurd.

20 The City of Chino likewise alleges conflict of interest on the part of the
21 Nossaman firm. As was explained to the Court in June 1996, the Nossaman firm
22 entered into a written contract with Watermaster in July 1994. That contract was
23 approved by the Watermaster Board and the firm has acted as and represented itself
24 as Watermaster counsel since that time. Contrary to Mr. Gutierrez's statement in open
25 Court on March 3rd, the fact of this firm's contract with Watermaster and the approval of
26 the contract by the Watermaster board was fully disclosed in the pleadings filed in June.
27 Moreover, Mr. Gutierrez received, at his request, a copy of the contract prior to the June
28 18, 1996 hearing. (See Exhibit B.)

1 There is in any event no conflict of interest, a fact expressly found by this
2 Court at the June 18 hearing. The Judgment establishes the Watermaster, Advisory
3 Committee and Pool Committees all under the same Section V of the Judgment entitled
4 "Watermaster". These bodies are each part of the same organic entity, the office of
5 Watermaster. Each of these bodies acts as an extension of the Court in the
6 administration of the Judgment. They are not separate partisan entities, even though
7 the Judgment does provide that under certain circumstances each can retain counsel
8 for purposes of seeking Court review. It is axiomatic however that in so doing the
9 bodies must follow the procedures and requirements established by the Judgment.
10 Watermaster Counsel then acts to facilitate the actions of these bodies in administering
11 the Judgment.

12
13 **XI. IMMEDIATE ACTION ON THE PERS MATTER IS REQUIRED AND MUST BE**
14 **IMMEDIATELY DIRECTED BY THE COURT**

15 In the spring of 1996, CBMWD agreed to cooperate and do all things
16 necessary in order to effect a smooth transition to a new Watermaster. In the June
17 hearing this Court instructed the parties to continue cooperating to complete those
18 transition activities. Watermaster staff has completed virtually all of the required
19 actions. One primary step remains. It is necessary for Watermaster to have a contract
20 with CalPERS which is separate from the CalPERS contract with CBMWD. In order to
21 accomplish this the Watermaster Board must approve the contract. CBMWD has failed
22 to take action on this item despite repeated requests, and direction, from the Advisory
23 Committee. This places the individual employees of Watermaster staff in a precarious
24 position. These individuals should not be placed at risk. The Court should order the
25 Watermaster Board to immediately take all action necessary in order to finalize the
26 Watermaster CalPERS contract. (See Lichti Decl. ¶¶ 5.)
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XII. CONCLUS Y

CBMWD should be immediately removed as interim Watermaster. It is not neutral and it is no longer even attempting to comply with the Judgment. The Court should order Watermaster to immediately execute all documentation required by PERS. Since there are no compelling reasons to the contrary the Court should appoint the nine member board as Watermaster.

RESPECTFULLY SUBMITTED:

NOSSAMAN, GUTHNER, KNOX & ELLIOTT
FREDERIC A. FUDACZ
JOHN OSSIFF

By: 

Frederic A. Fudacz
Attorneys for
CHINO BASIN WATERMASTER

1
2
3 SUPERIOR COURT OF THE STATE OF CALIFORNIA
4 IN AND FOR THE COUNTY OF SAN BERNARDINO
5 WEST DISTRICT
6
7
8

9 CHINO BASIN MUNICIPAL WATER)
10 DISTRICT)

11 Plaintiff,)

12 v.)

13 CITY OF CHINO, et al.,)

14 Defendants.)
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Case No. RCV 51010
(Formerly Central District
Case No. 164327)

WRITTEN RECOMMENDATION OF
SPECIAL REFEREE TO COURT
REGARDING APPURTENANCE ISSUE

TABLE OF CONTENTS

	<u>Page</u>
1	
2	
3	I. INTRODUCTION 1
4	II. BACKGROUND 2
5	A. Events Preceding The Filing Of This Action 2
6	B. Prior Proceedings In This Action 3
7	C. Procedure on the Appurtenance Issue 6
8	III. THE 1978 JUDGMENT 9
9	A. The Context of the 1978 Judgment 9
10	B. The Pooling Concept Under the 1978 Judgment 10
11	1. The Overlying Agricultural and Non-
12	Agricultural Pools 10
13	2. The Appropriative Pool 13
14	IV. THE APPURTENANCE ISSUE 15
15	A. "Appurtenance" In The 1978 Judgment 15
16	B. CSI's Interpretation Of Appurtenance In The 1978
17	Judgment 15
18	C. CSI's Arguments 17
19	1. Contrary to CSI's Arguments, the Overlying
20	Non-Agricultural Rights are not Appurtenant to
21	Specific Parcels and Specific Beneficial
22	Uses 17
23	2. The Colton Procedure 21
24	a. Contrary to CSI's arguments, the Colton
25	procedure is not evidence that the
26	overlying non-agricultural rights are
27	appurtenant to specific parcels of land
28	and specific beneficial uses 21
	b. Contrary to CSI's arguments, the concerns
	raised in the Colton case are not raised
	by reservation or exception under the
	1978 Judgment 23
	c. Contrary to CSI's arguments, a party
	reserving and excepting rights cannot use
	the Colton procedure to serve water to
	the conveyed land 24
	3. Contrary to CSI's arguments, paragraph 61 was
	not intended to be used for reservation or
	exception 27
	a. CSI's distinction between reservation and
	exception is not relevant to interpreting
	appurtenance in the 1978 Judgment 27
	b. Paragraph 61's drafting history does not
	demonstrate that it was intended to
	encompass reservations or exceptions 29
	4. Contrary to CSI's arguments, reservation or
	exception does not indirectly violate San
	Fernando 32
	a. Contrary to CSI's argument, reservation
	or exception is not inconsistent with the

1		appurtenance requirement in the 1978 Judgment	33
2	b.	Contrary to CSI's argument, the appropriators did not rely on the eventual loss of rights by the Overlying Non-Agricultural Pool as consideration for entering into the 1978 Judgment	34
3			
4	5.	Contrary to CSI's arguments, prescriptive rights are not tied to specific parcels of land and beneficial uses and the overlying rights resulting from the 1978 Judgment were not prescriptive	36
5			
6	6.	CSI's various quotes from the history of the 1978 Judgment do not support its arguments	39
7			
8	D.	Analysis Of "Appurtenance" In The 1978 Judgment	43
9	1.	The attributes of the appurtenance principle of overlying rights in the 1978 Judgment	44
10	2.	Change in the 1978 Judgment to the appurtenance requirement of traditional overlying rights	44
11	3.	Other changes in the 1978 Judgment to traditional overlying rights are consistent with the general appurtenance requirement	45
12	4.	The 1978 Judgment did not otherwise change the traditional nature of the overlying rights in any way which would be inconsistent with the general appurtenance requirement	48
13	5.	Applications of appurtenance under the 1978 Judgment for overlying non-agricultural rights	50
14			
15	E.	The Traditional Water Law Concepts Of Reservation And Exception Apply To The 1978 Judgment	52
16	1.	The parol evidence rule does not prohibit the application of general water law principles regarding reservation and exception to the 1978 Judgment	52
17	2.	Traditional water law principles permit a landowner to convey a portion of its overlying land and reserve or except all overlying water rights to the retained overlying land	53
18			
19	3.	Conclusion	57
20			
21			
22	V.	OTHER PROCEDURAL ISSUES	58
23	VI.	THE REMAINING ISSUES IN THIS PROCEEDING	61
24	VII.	NO FURTHER HEARING ON THE APPURTENANCE ISSUE IS NEEDED	62
25			
26			
27			
28			

1 I. INTRODUCTION

2 In this stage of the proceeding, the Special Referee's task is
3 to determine, and recommend to the Court, whether the judgment
4 entered following an adjudication of the water rights in the Chino
5 groundwater basin permits certain activities. Specifically, the
6 Special Referee must determine whether the appurtenance requirement
7 set forth in that judgment permits an overlying landowner to convey
8 a portion of its overlying land while retaining all of the water
9 rights decreed to it under the judgment. Said differently, the
10 question is whether the judgment permits an overlying landowner to
11 "reserve" and/or "except" its decreed water rights from a transfer
12 of a portion of its overlying land.

13 To answer this question, the Special Referee first had to sort
14 through the numerous arguments made by the moving party, California
15 Steel Industries, Inc. ("CSI"), whose ultimate position is that
16 reservation and exception is generally not permitted under the
17 judgment except in very narrow circumstances. This Written
18 Recommendation addresses those arguments first.

19 This Written Recommendation then examines the express language
20 of the judgment for the purpose of determining the meaning of
21 appurtenance and to consider reservation or exception in light of
22 the appurtenance principle. There is no clear guidance. The
23 Written Recommendation then explores how the attributes of the
24 decreed rights at issue changed from the attributes of overlying
25 rights under traditional water rights law, and whether any of the
26 changes in the decreed rights are inconsistent with the
27 appurtenance requirement. No inconsistency appears. This Written
28 Recommendation then examines whether reservation or exception

1 itself violates the traditional appurtenance requirement. No such
2 violation appears. This Written Recommendation finally reviews
3 traditional water rights law and determines that reservation or
4 exception is permitted in analogous situations. This Written
5 Recommendation concludes that reservation or exception is permitted
6 for the overlying (non-agricultural) rights subject to the judgment
7 at issue herein.

8 If the Court adopts this Written Recommendation, the Special
9 Referee cannot address the remaining issue that has been assigned
10 by the Court until the parties resolve certain contract issues.
11 Once that occurs, the Special Referee can make further
12 recommendations on the remaining issue assigned by the Court.

13 II. BACKGROUND

14 A. Events Preceding The Filing Of This Action

15 In 1975, Chino Basin Municipal Water District filed a
16 complaint seeking adjudication of water rights, injunctive relief
17 and the imposition of a physical solution for the Chino groundwater
18 basin ("Chino Basin"). On January 30, 1978, this Court entered a
19 judgment in that action (Case No. 164327), adjudicating the
20 groundwater rights of the Chino Basin.¹ In the 1978 Judgment, this
21 Court appointed the Chino Basin Municipal Water District as
22 Watermaster of the Chino Basin ("Watermaster") to, inter alia,
23 administer and enforce the provisions of the 1978 Judgment. 1978
24 Judgment, paragraph 16.

25 Kaiser Steel Corporation ("Kaiser") owned and still owns

26
27 ¹A copy of the 1978 Judgment is located at Exhibit A to CSI's
28 Documents Regarding the Judgment Herein Covered By The Request For
Judicial Notice, dated April 16, 1993 (hereinafter the "1978
Judgment").

1 rights." See Section IV.E.2 below.

2 Under all of the scenarios above, appurtenance applies in ways
3 which are consistent with traditional concepts of overlying rights.
4 To the extent that attributes of overlying rights are modified in
5 the 1978 Judgment (the Colton procedure, the abandonment procedure,
6 and the provision for carryover and storage), those modifications
7 can and must be interpreted in ways which are consistent with the
8 clear appurtenance requirement. Finally, as explained in Section
9 IV.C.4.a. above, reservation or exception does not violate the
10 general appurtenance requirement. The concluding questions are
11 therefore whether traditional water law principles of reservation
12 and exception can apply under the 1978 Judgment and what those
13 principles are.

14 E. The Traditional Water Law Concepts Of Reservation And
15 Exception Apply To The 1978 Judgment

- 16 1. The parol evidence rule does not prohibit the
17 application of general water law principles
regarding reservation and exception to the 1978
Judgment

18 Stipulated judgments, like the 1978 Judgment, are generally to
19 be treated and interpreted like contracts. In re Ferrigno, 22
20 Cal.App.2d 472, 474, 71 P.2d. 329 (1937). Based on that premise,
21 CSI argues that the 1978 Judgment is "crystal clear" and contains
22 no ambiguity, "as every situation to be addressed, including every
23 attribute of an overlying right, was addressed." CSI Memorandum in
24 Support of Oral Motion to Strike, dated July 10, 1993, pp. 1 and 4.
25 For these reasons, CSI contends that general water law principles
26

27 _____
28 "As explained in footnote 39 above, the new landowner would
intervene, be assigned to a pool and would be bound by the terms of
the 1978 Judgment pursuant to paragraph 60 of the 1978 Judgment.

1 regarding reservation and exception cannot be read into the 1978
2 Judgment because to do so would violate the general principles of
3 contractual construction, including the parol evidence rule.⁴²
4 Cal. Civ. Proc. Code Sections 1856 and 1858.

5 The 1978 Judgment is not unambiguous, as evidenced in the
6 sections above. For example, the 1978 Judgment does not
7 specifically provide whether or how overlying landowners can sell
8 part of their land and part of their decreed overlying non-
9 agricultural rights, although everyone appears to agree that such
10 a transaction can occur. As indicated numerous times herein, there
11 are many other examples of ambiguity existing in the 1978
12 Judgment.⁴³ Because there is ambiguity in the 1978 Judgment,
13 reservation or exception can be permitted under the Judgment if
14 reservation or exception is allowed under traditional water law
15 concepts of overlying rights. Nothing in contract law, including
16 the parol evidence rule, requires another result.

17 2. Traditional water law principles permit a landowner
18 to convey a portion of its overlying land and
19 reserve or except all overlying water rights to the
retained overlying land

20 It is fundamental, and the parties do not disagree, that a
21 riparian landowner can reserve and except all of its riparian
22

23 ⁴²CSI specifically raises this argument in the context of its
Motion to Strike which will be addressed below.

24 ⁴³The Watermaster does not disagree. In its Response to June
25 4, 1993 Letter of Counsel for KSR at page 2, Watermaster states
26 that all of the subjects raised by KSR in its letter are
"explicitly or by implication" dealt with in the 1978 Judgment.
27 Watermaster goes on to explain, at page 4, that "[t]hey are not
28 exhaustively dealt with in the judgment, but may be dealt with or
included in a basin management program developed by Watermaster
pursuant to the terms of the judgment and any supplemental orders
or directions from the court."

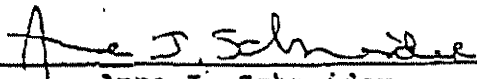
1 additional claim that some transfers from KSR did not include any
2 attempted reservation and exception is also a contract issue, and
3 as such is beyond the continuing jurisdiction of this Court.

4 Until the contract issues defined above are resolved in a
5 separate proceeding, not under the continuing jurisdiction of this
6 Court under the 1978 Judgment, the Special Referee cannot address
7 the remaining issue assigned by the Court of what, if any,
8 replenishment fee KSR or CSI owes the Watermaster. The origin of
9 the water KSR supplies to CSI will, at least in part, be answered
10 by resolution of the contract issues. As part of resolving the
11 replenishment fee issue, the Special Referee can address the
12 additional issues related to replenishment fee determination of
13 whether KSR can become a member of the Appropriative Pool under the
14 1978 Judgment and whether the water delivery from KSR to CSI
15 violates the 1978 Judgment.

16 VII. NO FURTHER HEARING ON THE APPURTENANCE ISSUE IS NEEDED

17 The Special Referee previously discussed with the parties the
18 possibility of a second hearing on the appurtenance issue after the
19 release of this Draft Written Recommendation. Because of the
20 extensive briefing provided by the parties, the opportunity
21 provided to the parties to comment on a draft of this Written
22 Recommendation, and the Special Referee's considerations of all the
23 comments submitted, the Special Referee has determined that no
24 further hearing is needed.

25 Dated: March 10, 1994

26
27
28


Anne J. Schneider
Special Referee

1 DECLARATION OF TRACI STEWART

2
3 I, Traci Stewart, declare as follows:
4

5 1. I am the Chief of Watermaster Services for the Chino Basin Watermaster ("Watermaster"). I
6 have held that position since August of 1994. In that position I am familiar with the records and operations of
7 Watermaster, and if called as a witness I would be competent to testify thereto. In addition, I serve as
8 Secretary to the Advisory Committee which was established pursuant to the Judgment herein. I am familiar
9 with the records and operations of the Advisory Committee. From February 1994 to August 1994, I assisted
10 the Watermaster Committees as Acting Director of Water Resources and as Water Resources Engineer for
11 the Chino Basin Municipal Water District ("CBMWD or District"). From January 1992 through August 1994, I
12 was employed as the Water Resources Engineer for the CBMWD. My professional experience in water
13 resources and water rights began in 1981 as a Water Resources Engineer for the Bureau of Reclamation. In
14 that capacity, I was specially assigned to work with the Regional Solicitor's Office and the U.S. Justice
15 Department to protect the water rights of the United States regarding the Central Valley Project and the
16 Bay/Delta, along with other related areas along the Sacramento, San Joaquin, Stanislaus, American and
17 Klamath rivers and with regard to the Lake Cachuma.

18 2. I have been in attendance at all Advisory Committee and Watermaster Board meetings since
19 February, 1994. Additionally, I have personally reviewed all Watermaster and Advisory Committee meeting
20 minutes on file since the Judgment.

21 3. The District Board scheduled a meeting as Watermaster on February 27, 1997 for "review and
22 action upon legal services contract between Nossaman, Guthner, Knox & Elliot, LLP and Watermaster." At
23 that meeting, the Board refused to ratify the mandated actions on the "Consent Calendar", items which had
24 been placed there as a result of the February 13, 1997 Advisory Committee meeting. The Board rescheduled
25 these items for March 13, 1997. This action will impact completion of the final staff related items necessary to
26 separate from the District unless the Court orders them to act according to the mandates of the Advisory
27 Committee, or acts itself in this matter.
28

1 4. A table of several recent significant Advisory Committee Actions is attached as Exhibit 1. It includes the
2 two significant motions made and Advisory Committee votes from the August 28, 1996 meeting regarding a three member
3 Watermaster Board and a five member Watermaster Board comprised of producer representatives. At the August 28,
4 1996 meeting, Monte Vista Water District, Chino, Chino Hills and the Agricultural Pool supported as a "back-up"
5 alternative to the three man proposal, a Watermaster Board comprised of producer representatives (the original proposal
6 by the City of Chino is attached as Exhibit 2) in the event one of the three municipal water districts did not want to
7 participate.

8 5. The renegotiation of the Facilities and Services Agreement between the Watermaster and CBMWD
9 regarding Watermaster Services and the administration of those services was discussed at the August 15, 1991 Advisory
10 Committee meeting. At that meeting, an ad hoc committee to evaluate the contract and to make recommendations
11 regarding the future of Watermaster was created. Subsequent minutes indicated a motion by the Advisory Committee to
12 replace CBMWD as Watermaster would have resulted if Section 6 of the Agreement had not been added (contractual
13 agreement that the staff responsible for Watermaster Services receives direction from and reports to the Advisory
14 Committee),

15 6. Three series of meetings and workshops addressing the replacement of Watermaster have been held
16 since March of 1994. The significance of this information is that each of the three meeting series resulted in some form of
17 a nine member Watermaster Board as the alternative preferred by a majority of the Advisory Committee.

18 7. On June 26, 1996, the Advisory Committee voted unanimously to adopt Resolution 96-3, supporting the
19 development of additional desalters. Additionally, the groundwater monitoring program was implemented in 1989.

20 8. On March 7, 1996, the Advisory Committee voted to participate in the current Santa Ana River
21 Watershed Nitrogen/TDS Study in the amount of \$10,000.

22 9. Minutes from recent Watermaster meetings indicate that in the future, Watermaster may have more of
23 an opportunity to manipulate or influence decisions regarding storage and other basin management issues in the Chino
24 Basin (see Watermaster Meeting Minutes, November 6, 1996, page 4 attached as Exhibit 3). Chino Basin Municipal
25 Water District as Watermaster would not be a "neutral body" in this regard as they are also the wholesale entity
26 responsible for the importation of supplemental water and the regional provider of sewerage services thereby producing
27
28

1 reclaimed water within the basin. Additionally, CBMWD is currently a member of the Appropriative Pool as a "producer"
2 and was previously counted among the members of the Ag Pool for use of water as early as 1975.

3 10. The "First Annual Report of Chino Basin Municipal Water District -- Chino Basin Water Production
4 Assessment Operations for 1974-75" is attached as Exhibit 4. It states on page 2 that "The Advisory Committee
5 continued throughout the remainder of 1975-76 to meet monthly and to act as the central policy committee (emphasis
6 added). Additionally, on page 3 it states "From an early date, the Advisory Committee's staff began to prepare, and has
7 continued to progressively amend and alter, a proposed form of stipulation to implement the Chino Basin Plan as the
8 same has developed".

9
10 I declare under penalty of perjury the foregoing to be true and correct to the best of my knowledge.
11 Executed this 6th day of March, 1997 at Rancho Cucamonga, California.

12
13
14 

15
16 Traci Stewart
17
18
19
20
21
22
23
24
25
26
27
28

ADVISORY COMMITTEE ACTIONS

MTG. DATE	MOTION BY	MOTION	MVWD	CHINO	CHINO HILLS	ONTARIO
1/30/97	Koopman, Ag Pool/ Crosley, City of Chino	approve a 5-member WM board consisting of three representatives from CBMWD, one representative from TVMWD, and one representative from WMWD MOTION FAILED: <i>Yes: 32.01%, No: 67.99%, Abstain: 0</i> <i>(Chino, Chino Hills, MVWD & the Ag Pool voted yes)</i>	YES	YES	YES	YES
1/30/97	McGraw, Fontana Water Co./ DeLoach, City of Pomona	approve a 9-member WM board concept, as amended for clarification, consisting of one representative from CBMWD, one representative from TVMWD, one representative from WMWD, three representatives from the Appropriative Pool, two members from the Overlying (Agricultural) Pool and one member from the Overlying (Non-Agricultural) Pool MOTION PASSED: <i>Yes: 67.99%, No: 32.01%, Abstain: 0</i> <i>(Chino, Chino Hills, MVWD & Ag Pool voted no)</i>	NO	NO	NO	YES
8/28/96	Bender, City of Ontario/ James, Jurupa Community Services District	to appoint an elected representative or a designated appointed alternate from WMWD, CBMWD, and TVMWD, to serve on a three member Watermaster Board. MOTION PASSED: <i>Yes: 72.21%, No: 7.79%, Abstain: 20.0%</i> <i>(Chino, Chino Hills, City of Upland voted no; Overlying Ag Pool abstained)</i>	YES	NO	NO	YES
8/28/96	Sihler, City of Pomona/ Rudinica, City of Chino Hills	1) support a modified five-member WM Board concept as an alternate proposal for Court approval, if acceptance is not received from the three municipal water districts being asked to serve as the Watermaster, with the Cities of Chino and Chino Hills' written proposal on a five member Watermaster Board concept (attached) being modified as follows: a. Paragraph 3(C-2) be changed to allow all member	YES	YES	YES	NO

EXHIBIT 1

MTG. DATE	MOTION BY	MOTION	MVWD	CHINO	CHINO HILLS	ONTARIO
		<p>appropriators an opportunity to serve on the Board, however, not concurrently with an appropriator who owns a major interest in the entity serving.</p> <p>b, Paragraph 3(C-3) be changed to read: "The Board or Council of each appropriator must select a representative and an alternate to serve." (Eliminating the requirement that it be an "elected official".) and,</p> <p>2) direct Legal Counsel to advise the Court that a vote was taken to reconsider the appointment of Watermaster, that a new proposal and an alternate proposal were agreed to in concept as a compromise, and that the Court will be appraised of the details at a later time.</p> <p>MOTION PASSED: Yes: 82.42% No: 17.58% Abstain: 0 (City of Ontario voted no)</p>				
6/26/96	Koopman, Ag Pool/ James, Jurupa Community Services District	<p>adopt Res. 96-3 to financially support the development of additional desalting in Chino Basin to protect the safe Yield of the Basin, as amended: "1. That when the demand for desalted water in the southern portion of the Chino Basin exceeds the 12,000 acre-feet produced by the Desalter, Watermaster will provide additional replenishment water to offset the replenishment obligation for future desalting projects that make economic sense and protect the Safe Yield of the basin. The replenishment sources used to offset the replenishment obligation will come from the interception of rising groundwater to the Santa Ana River, other water sources, including reclaimed, developed by Watermaster, and may include the purchase of replenishment water."</p> <p>MOTION PASSED: Yes: 100%</p>	YES	YES	YES	YES
3/7/96	Teal, City of Ontario/ James, Jurupa Community Services District	<p>approve Watermaster's participation, as an individual entity, in the TIN/TDS Nitrogen Study in the amount of \$10,000</p> <p>MOTION PASSED: Yes: 100%</p>	YES	YES	YES	YES

Representative Watermaster Board

1. 5 Member Board composed as follows: 1 from the Ag Pool; 1 from the Non Ag Pool; and 3 from the Appropriative Pool.
2. Voting power: 20% for the Ag Pool Member; 5% for the Non Ag Pool Member and 25% for each Appropriator Member.
3. Selection of Members to the Representative Watermaster Board:
 - (a) Ag Pool appoints its representative;
 - (b) Non-Ag Pool appoints its representative;
 - (c) Appropriative Pool selects three appropriators as follows:
 - (1) By random rotation of the appropriators entitled to a seat on the Advisory Committee provided that the minor appropriators may not serve concurrently and provided that no appropriator may repeat unless all other appropriators in the rotation have served or declined to serve;
 - (2) No appropriator owned or controlled by another appropriator may serve on the Board even if the controlled appropriator is a minor representative (CCCWA and Fontana Water Company own a majority interest in the Fontana Union Company and Upland owns a majority interest in the San Antonio Water Company);
 - (3) The Board or Council of each appropriator must select a member of its Board or Council to serve.
4. Term: Three (3) year terms each of which is staggered so that one is replaced each year; and the initial terms shall be three (3) years, two (2) years and one (1) year. As the initial one (1) year and two (2) year terms expire, the succeeding terms shall be for three (3) years.
5. Initial Selection of Appropriators: The initial selection of appropriators to the Representative Watermaster Board shall be made by random selection on August 28, 1996 for terms commencing October 1, 1996 as follows:

- (a) The first random draw will select the appropriator for a term of one (1) year;
- (b) The second random draw will select the appropriator for a term of two (2) years;
- (c) The third random draw will select the appropriator for a term of three (3) years;
- (d) Provided that if more than one minor appropriators are selected, then only the first minor appropriator may serve and subsequent random drawings will be made;
- (e) Provided that if a controlled appropriator is selected, then it may not serve and subsequent random drawings will be made;
- (f) The selected appropriators shall accept its selection and name a member of its Board or Council by September 12, 1996; and
- (g) If a selected appropriator refuses to serve, then a random selection shall take place at the September meeting of the appropriative pool replace the selected appropriator for the term for which it was selected.

II. Staff Report**1. Hearing to Appoint Watermaster**

Ms. Stewart reported that the hearing scheduled for November 20, 1996 to appoint Watermaster will be taken off calendar and that a request has been made by a Non-Agricultural Pool member to schedule a workshop to discuss this matter.

2. Storage Limits

Ms. Stewart said that progress is being made on storage limits and that a workshop is scheduled for November 12, 1996. She said the 85/15 Rule may go to the pool committees at their next regularly scheduled meeting in January, 1997.

Mr. Grindstaff asked to address the Board. He expressed his thoughts that the storage limits will be a major issue. He said that one of the things currently being discussed is to allocate storage to Watermaster as a way to fund cleanup in the Basin. He continued to say that, although progress has been made toward an agreement, things remain to be done and he expressed his hope that the discussions regarding this issue will allow Watermaster to go beyond the past practice of just accounting for water, to managing the Basin more effectively. He said that there are a significant number of issues yet to be addressed and when decisions are made, they may not carry 80% of the vote, because they will be difficult decisions dealing with difficult policy matters. Therefore, the Watermaster (Board) may be involved to a much greater extent with some of the key policy decisions being made.

Chairman Hill announced that Terry Catlin was elected to replace him on the Board as the representative for Division 1. He said that Mr. Catlin is highly qualified and will be a tremendous asset to the Board. He also announced that Mr. Troxel was reelected to serve on the CBMWD Board as the representative for Division 5.

Meeting adjourned at 8:20 A.M.

Secretary

mls:minutes\11066wm.min

EXHIBIT 4

FIRST ANNUAL REPORT
OF
CHINO BASIN MUNICIPAL WATER DISTRICT

CHINO BASIN
WATER PRODUCTION ASSESSMENT
OPERATIONS
FOR
1974-75

NOVEMBER 1976

CHINO BASIN MUNICIPAL WATER DISTRICT
POST OFFICE BOX 697
CUCAMONGA, CALIFORNIA 91730

First Class
U. S. Postage
PAID
Permit No. 10
Cucamonga, Ca.

FIRST ANNUAL REPORT OF OPERATIONS
CHINO BASIN WATER PRODUCTION ASSESSMENT

1. CHINO BASIN PLAN -- BACKGROUND. Chino Ground Water Basin is a major hydrologic unit. It contains more than 8 million acre feet of water in storage. In it the surface runoff from the San Gabriel Mountains and rainfall on the valley floor are held in storage and the water supply is regulated through wet and dry periods. During the past 20 years or more, the total production from the basin has exceeded the long-term average supply of water to the Basin. The result is an overdraft, which is to say, more is being withdrawn from the "bank" annually than is being deposited. The result of this continuing overdraft has been a gradual lowering of water tables and consequent increase in pumping costs to everyone relying on the Basin for their water.

In the period 1970-71, the water producers within Chino Basin, having settled a couple of years before that their long-standing water rights disputes with Orange County, undertook to develop a plan for financing imported, replenishment water to stabilize the Basin. Those negotiations progressed toward solution in 1971, but were not consummated. In the latter half of 1974, new and intensive negotiations were commenced by all water producers. These culminated in December 1974 in the adoption of a Memorandum of Agreement to undertake an intensive study program to complete the implementation of the water management plan. A copy of that memorandum is attached as appendix "1" to this first annual report.

2. STATUTORY AUTHORIZATION -- S.B. 222. In January, 1975, pursuant to the Memorandum of Agreement, a bill was introduced in the California Legislature by Senator Ayala. It was designated S.B. 222. It authorized the levy of a three-year, \$2.00 per acre foot per year, production assessment to raise the funds to conduct the necessary studies and negotiations to implement the needed water management program. Again, for easy reference, the full text of S.B. 222, now renumbered as a part of the Municipal Water District Law in the Water Code, is attached as Appendix "2".

3. CBMWD v. CHINO. Also in accordance with the Memorandum of Agreement, a civil lawsuit was placed on file in San Bernardino Superior Court on January 2, 1975. In it, all water producers within Chino Basin were named as defendants. It was agreed by the Board of Directors of Chino Basin Municipal Water District that no

service of summons in that case would be undertaken until there was substantial possibility that the case could be helpful in implementing the basin plan to be developed under the proposed S.B. 222. The case remained on file and no further steps were taken with regard to it until May, 1976. At that time, a public hearing was held. The matter was reviewed and, absent any objections, Chino Basin Municipal Water District authorized its staff to cause a First Amended Complaint to be placed on file and summons to be issued and service commenced. That program was not implemented during the 1975-76 fiscal year but is a priority item of activity for 1976-77. The purpose and function of the lawsuit is to act as a unifying mechanism for all producers within Chino Basin. It will provide the basis for the appointment of a Watermaster to administer, under court direction, the Chino Basin Plan as the same is developed.

4. ADVISORY COMMITTEE ACTIVITY. In early 1975, in anticipation of passage of S.B. 222, the Board of Directors of Chino Basin Municipal Water District formed an Advisory Committee to commence studies to be funded out of the proceeds of the production assessment. The expenses of negotiations and activities during 1974-75 fiscal year were advanced by Chino Basin Municipal Water District out of its general funds, but were to be reimbursible from the first year's production assessments when and if S.B. 222 was adopted. The bill was, in fact, signed by the Governor on June 29, 1975, just before the end of the 1974-75 fiscal year. The Advisory Committee, informally appointed in early 1975, was then confirmed and reorganized in its statutory capacity under S.B. 222.

(a) COMMITTEE STRUCTURE. In order to carry on the activities contemplated in connection with the development of Chino Basin Plan, a subcommittee structure was developed by the Advisory Committee. Small working subcommittees were assigned to the major areas of (1) technical studies, (2) legal and drafting matters, and (3) audit and budget considerations. As the concept of the plan developed, it became apparent that a multi-pool approach would best meet the needs of the Basin. Therefore, special subcommittees were appointed for each pool -- (4) the Overlying Agricultural Pool Committee, (5) the Overlying Non-Agricultural Pool Committee, and (6) the Appropriators Committee. The latter three major subcommittees then developed and considered various alternatives for allocating proportionally their members' shares of the burden of providing supplemental water. The Advisory Committee continued throughout the remainder of 1975-76 to meet monthly and to act as the central policy committee.

(b) TASK STUDIES. The Technical Sub-committee assigned certain specific task studies to be undertaken on defined budgets, with task reports being submitted. Those studies are summarized as follows:

- 75-1 D.W.R. Land Use Update
- 75-2 Preliminary Survey of Availability of State Project Water to the Chino Basin
- 75-3 Preliminary Survey of Spreading Capability and Inlieu Utilization
- 75-4 Preliminary Survey of Delivery Facilities for Withdrawal of Water from Conservation Storage
- 75-5 D.W.R. Change in Storage Study
- 75-6 Preliminary Safe Yield Study
- 75-7 Preliminary Survey of Data Sources and Data Collection Systems for Basin Management

5. DRAFT JUDGMENT PROPOSALS. From an early date, the Advisory Committee's staff began to prepare, and has continued to progressively amend and alter, a proposed form of stipulation to implement the Chino Basin Plan as the same has developed. Considerable time was devoted to the formulation of a watermaster structure which would give a controlled balance of authority and responsibility between Chino Basin Municipal Water District, on one hand, and the producers from Chino Basin, on the other. Broad discretion is being contemplated for the Watermaster function, and all parties are concerned that adequate checks and balances on the exercise of that discretion be assured. The entire matter of legal theory and approach to the basin management problem was drastically affected by the Supreme Court opinion in Los Angeles v. San Fernando,

6. SCOPE OF NEGOTIATIONS. The negotiations between the several pools with regard to allocation of the available water supply, and intensive negotiation within the members of each pool with regard to the reallocation of costs of that pool to individual producers have covered the full range of possible argument and dispute. Throughout, there has been a continuing cooperative recognition of the common problem of finding a solution to the Basin's overdrafted supply. During this same period, costs of power have increased at such an alarming rate that it now becomes apparent that continued uncontrolled production from the Basin, with lowering water tables, may well cost producers in increased pumping costs alone as much or more than the costs of implementing the Basin Plan.

7. SUMMARY OF RECEIPTS AND DISBURSEMENTS. Attached hereto, as Appendix "3", is a detailed summary of receipts and disbursements in the special account maintained by Chino Basin Municipal Water District for all production assessment operations. The basic data in the attached statement was taken from the audited annual report of Chino Basin Municipal Water District, however, the attached data contains substantially more detail than is contained in or required for the formal audit report of the District.

Finally, as Appendix "4", attached hereto are production summaries by Pool and by County as reported under this assessment program for 1974/75. Division of Water Rights (DWR) production has been included for comparison purposes only. Deviations between assessment production and DWR production result from their being two different time periods, fiscal year 1974/75 and calendar year 1974, respectively. Also the fact that all groundwater extractions have not been reported to DWR.

APPENDIX 1

MEMORANDUM OF AGREEMENT
CHINO BASIN PLAN

THE UNDERSIGNED hereby agree to the following principles for development of a Basin Plan for Chino Basin.

In the development and implementation of the Chino Basin Plan, it is assumed and agreed that CBMWD will act as the lead agency in consultation with an Advisory Committee composed of representatives of the various interests directly concerned. The agreed and recommended criteria for development of the Plan are:

1. Scope of Plan. The scope and extent of the Chino Basin Plan should include the following:

(a) Subject Matter Scope. The plan should consist of a water supply and waste water reclamation and conjunctive use ground water basin plan of operations and funding which is compatibly integrated with all relevant land use, water quality, water service, environmental and social criteria and parameters applicable to the Chino Basin region.

(b) Institutional Format. The institutional structure for adoption, continuing review and modification, and implementation of the plan must be included in any complete plan. The format and scope of powers of such institutional structure is not yet determined or agreed upon.

(c) Funding. The plan must contain the formulation and basis for equitable funding of water resource aspects of the plan, with appropriate recognition of vested rights in the natural safe yield and of the ground water storage capacity of Chino Basin.

2. Adjudication. Adjudication is presently contemplated as one aspect of the formulation and implementation of the Chino Basin Plan.

(a) Immediate Objective. The commencement of an adjudication action by the filing of a complaint will

(1) Fix the date for determining rights and equities for use in establishing the funding provisions of the plan; and

(2) Commence a period for final negotiation of the revenue plan, and determination of the extent, if any, that prosecution of said action to judgment will be necessary.

(b) Long-range Potential. The adjudication can afford an institutional format, through use of continuing jurisdiction and a watermaster, for implementation of the basin plan. The ultimate objective is development of an integrated basin plan providing full systems analysis, including consideration of such diverse elements as water supply, reclaimed water, conjunctive operations of ground water storage, water quality regulation, land use planning and environmental concerns. The adjudication, as such, is but one aspect of the basin plan.

(c) Recommended Procedure. To accomplish the foregoing, it is recommended that the following procedures and time schedule be adopted:

(1) Ground Water Storage Capacity will be separately adjudicated as soon as practical and contracts for conjunctive operation of Chino Basin should be negotiated.

(2) CBMWD to file complaint - January 2, 1975, against all producers in Chino Basin for determination of rights and safe yield.

(3) Lis Pendens to be filed January 2, 1975, to bind all successors in interest of named parties.

(4) January - June, 1975, Negotiating Committee to engage in intensive negotiations to develop stipulated form of judgment.

(5) Sometime After July 1, 1975, CBMWD Board to hold a full noticed hearing to determine whether and when to cause summons to be issued and served. No formal steps to be undertaken to prosecute the case in Court until such hearing and determination.

(6) Concurrent Study Program under Paragraph 4 hereof, will be undertaken to parallel the foregoing adjudication schedule.

3. Interim Financing. In order to finance the necessary studies and the preliminary adjudication steps, a pump tax bill (in substantially the form attached hereto) would be introduced in the Legislature, as an urgency measure, with full support of the entities represented on the Negotiating Committee.

(a) Immediate Objective. The result of the enactment of a pump tax bill would be to provide funds for the completion of necessary studies, including the purchase of up to 10,000 acre feet for field studies on basin recharge, and to fund the preliminary adjudication steps.

(b) Long Range Potential. In addition to performing the limited three-year function of providing interim financing, such a pump tax bill would provide an actual "in-service" test of the feasibility of the utilization of pump tax financing as a management tool. Any permanent extension of pump tax powers would, of course, be wholly outside the range of these recommendations and approval of these recommendations should in no manner be construed as constituting actual or implied consent or approval to any pump tax authorization beyond the limited three-year term.

4. Studies re Plan. Concurrent with the filing of an adjudication complaint, the following steps would be taken with regard to formulation of the Chino Basin Plan:

(a) Outline of Studies and Priorities. The Negotiating Committee should immediately commence to define and describe all necessary and appropriate engineering, economic and environmental studies to be undertaken in order to develop the Chino Basin Plan. Such studies shall include preparation of the required Environmental Impact Report on the Plan.

APPENDIX 1

(b) Study Program. As soon as funding has been provided by enactment of the contemplated pump tax legislation, CBMWD should undertake to authorize and cause to be completed and submitted for consideration and discussion the contemplated studies.

(c) Political Unification. Steps will be undertaken at the outset to seek a pattern of consolidation of political control of basin planning, either through joint powers agreements or by realignment of district boundaries, or both -- in order to facilitate political participation in watermaster or other institutional control of planning and implementation.

¹Appendix "2" following is the full text of S.B. 222, now renumbered as a part of the Municipal Water District Law in the Water Code.

CHAPTER 165

An act to add Chapter 4 (commencing with Section 72140) to Part 9 of Division 20 of the Water Code, relating to water districts, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor June 28, 1975. Filed with
Secretary of State June 28, 1975.]

LEGISLATIVE COUNSEL'S DIGEST

SB 222, Ayala. Ground water: Chino Basin.

Under existing law municipal water districts have no authority to impose a production assessment on ground water production.

This bill would provide for the annual levy during the 1974-75, 1975-76, and 1976-77 fiscal years of a ground water production assessment at a rate of \$2 per acre-foot, or less, of production from the Chino Basin, as defined, to be used for specified purposes relating to development of a management plan for the water resources of the basin. The bill would specify the manner in which such assessment is to be levied and collected, would require producers to furnish an annual report of production, and would provide penalties for failure to comply and enforcement remedies. The assessment would be collected by the Chino Basin Municipal Water District, the Western Municipal Water District, and the Pomona Valley Municipal Water District, with the Chino Basin Municipal Water District having primary responsibility for administration of the act. The bill would provide for appointment of an advisory committee to assist in administration of the act.

The bill would provide that notwithstanding Section 2231 of the Revenue and Taxation Code, no reimbursement or appropriation is made by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Chapter 4 (commencing with Section 72140) is added to Part 9 of Division 20 of the Water Code, to read:

CHAPTER 4. CHINO BASIN PRODUCTION ASSESSMENTS

Article 1. General Provisions

72140. This chapter shall be known and may be cited as the Chino Basin Production Assessment Law.

72140.1. As used in this chapter:

(a) "Annual" or "year" means a calendar year unless the context indicates a contrary meaning.

(b) "Assessing district" means any Chino Basin district which levies a production assessment under this chapter.

(c) "Board" means the board of directors of the primary district.

(d) "Chino Basin" means the ground water basin situated within the Counties of Los Angeles, Riverside, and San Bernardino and which is described in the complaint for general adjudication of water rights in the matter of Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino Superior Court No. 164327, filed January 2, 1975.

(e) "Chino Basin districts" means the primary district, the Western Municipal Water District of Riverside County, and the Pomona Valley Municipal Water District, the boundaries of each of which incorporate land overlying, in part, the Chino Basin.

(f) "Fiscal year" means the period July 1 through June 30, following.

(g) "Ground water" means water beneath the surface of the ground and within the zone of saturation.

(h) "Minimal pumper" means any person whose total production from the Chino Basin does not exceed 10 acre-feet per year.

(i) "Person" means any public agency or public corporation, or any private corporation, firm, partnership, individual, or group of individuals, excluding the State of California and its agencies.

(j) "Primary district" means the Chino Basin Municipal Water District, which overlies a majority of the Chino Basin.

(k) "Production" or "produce" means the extraction of ground water by pumping or any other method, except for gravity flow tunnels which intercept the subsurface flow of defined streams.

(l) "Producer" means any person who produces ground water within the Chino Basin, excluding minimal pumpers.

(m) "Secretary" means the secretary of the primary district.

(n) "Supplemental water" means water from the State Water Resources Development System.

(o) "Water producing facility" means any device or method, mechanical or otherwise, for the production of ground water within the Chino Basin.

(p) "Annual report" means the report required of each producer pursuant to Section 72143.

72140.2. The powers conferred by this chapter are in addition to, and not in place of, any other powers conferred upon the Chino Basin districts. Production assessments levied pursuant to this chapter shall be deemed necessary to further the activities of the Chino Basin districts in the protection of the ground water supplies of the Chino Basin for the public health, safety, and welfare. Production assessments are authorized to be levied upon the production of ground water from the Chino Basin for the benefit of all members of the public who rely directly or indirectly upon such ground water supplies.

Article 2. Assessment

72141. To accomplish the purposes of this chapter, the primary district shall cause a production assessment or assessments to be levied each year at a uniform annual rate of two dollars (\$2) per acre-foot of production from the Chino Basin, or in such lesser amount as may be determined pursuant to Section 72142. The authorized purposes for such production assessments are as follows:

(a) To purchase supplemental water to be used in the aid of studies and investigations authorized under subdivision (b), provided that the total expenditures for such purpose from all production assessments levied pursuant to this chapter shall not exceed the sum of four hundred thousand dollars (\$400,000).

(b) To pay the costs and expenses incurred during or after the 1974-75 fiscal year for studies and investigations, including systems analysis, to develop a management plan for the water resources of the Chino Basin, including studies and investigations incident to actions and proceedings authorized under subdivision (c).

(c) To pay costs and expenses incurred during or after the 1974-75 fiscal year for actions and proceedings authorized by the primary district under Sections 71751 and 71757 and related to the development and implementation of such water management plan for the Chino Basin.

(d) To pay costs and expenses incurred during or after the 1974-75 fiscal year for the administration of this chapter, including advisory committee expenses, and to pay or reimburse costs and expenses of the Chino Basin districts incurred for the administration of this chapter.

Article 3. Levy of Assessment

72142. On or before 60 days after the effective date of this chapter, and on or before the third Wednesday in April of each year after 1975, the board shall adopt a budget and by resolution levy such two-dollar (\$2)-per-acre-foot assessment, unless the board determines that the purposes of this chapter can be accomplished with a lesser assessment, in which case the board may, by resolution, levy such lesser assessment. Such assessment shall be applicable to all production within the Chino Basin during the fiscal year in which such assessment is levied.

72142.1. Immediately after adopting its resolution levying the assessment, which levy shall thereupon be effective as to all production from the Chino Basin within the primary district, the board shall notify and direct the other Chino Basin districts to levy similar assessments on production from the Chino Basin within each Chino Basin district at an identical rate. The boards of directors of each Chino Basin district other than the primary district shall on or before 30 days after receipt of such notice levy such assessment

against all production from the Chino Basin within its boundaries within 30 days after the final date for receipt of annual reports and the payments of assessments, all net assessment proceeds collected by any Chino Basin district, less all costs of administration and collection, shall be delivered to the primary district.

72142.2. After the levy of a production assessment pursuant to this chapter the Chino Basin districts shall give notice thereof to all affected producers within the Chino Basin, within each of their respective boundaries, which notice shall state the rate of each assessment and shall require filing of the annual report of each affected producer, together with payment of the assessment, by the deadline specified in Section 72143. The notice may be sent by postal card or by other first-class mail with postage prepaid by the assessing district.

72142.3. Payment of the assessment shall accompany the filing of the annual report.

72142.4. If any producer after having been given notice as required by Section 72142.2 fails to pay a production assessment when due, such producer shall become liable to the assessing district for interest at the rate of 1 percent per month on the delinquent amount of the assessment.

Article 4. Reports

72143. On or before 120 days after the effective date of this chapter, and on or before the last day of July of each year after 1975, each producer within the Chino Basin shall furnish the assessing district with an annual report of production for the preceding fiscal year, on a form to be prescribed by the board. On or before 150 days after the effective date of this chapter, and on or before the last day of August of each year after 1975, each Chino Basin district shall deliver a copy of such annual reports to the primary district.

72143.1. If any producer subject to production assessments, after having been given notice as required by Section 72142.2, fails to file an annual report on production, such producer shall, in addition to the liability for interest provided in Section 72142.4, become liable to the assessing district for a penalty of two dollars (\$2) per acre-foot produced during the fiscal year subject to such report.

If the board of the assessing district has probable cause to believe that the production by any producer is unreported or, if reported, is substantially in excess of that disclosed by the annual report of such producer, such board shall cause an investigation and report to be made concerning such production. Such board shall determine and fix the correct amount of production for any such producer, not to exceed the maximum production capacity of such producer's water producing facilities; provided, however, where a water measuring device is permanently attached thereto, the record of production as disclosed by such water measuring device shall be presumed to be

accurate, and the burden shall be upon such board to establish to the contrary.

After such determination has been made by such board, a written notice thereof shall be mailed to the producer by such assessing district at his address as shown by the primary district's records. Any such determination made by such board shall be conclusive on the producer, and production assessments based thereon, together with interest and penalties, shall be payable immediately, unless such producer shall file with such board within 10 days after the mailing of such notice a written protest setting forth the ground or grounds for protesting the amount of production so determined or the production assessment, interest, and penalties so levied thereon. Upon the filing of such protest, such board shall hold a hearing at which time the total amount of production and the production assessment thereon shall be determined, and the interest and penalties fixed, which action shall be conclusive if based upon substantial evidence. A notice of such hearing shall be mailed to the protestant at least 10 days before the date fixed for the hearing. Notice of the determination by such board shall be mailed to each protestant. Such producer shall have 20 days from the date of mailing of such notice to pay the production assessment, interest, and penalties so fixed by such board. Within 30 days after the conclusion of the proceedings under this section, such assessing district shall deliver a copy of the notice of the determination to the primary district.

Article 5. Advisory Committee

72144. The board shall appoint an advisory committee representative of the various categories of water use and institutional concern, including each city which is a producer, each water district whose boundaries include lands within the Chino Basin, and representatives of water companies and industrial and agricultural interests.

72144.1. The advisory committee shall organize, elect officers and adopt reasonable rules for conduct of its affairs; provided, that all meetings of the committee shall be conducted in compliance with Chapter 9 (commencing with Section 54950) of Part 1, Division 2, Title 5 of the Government Code.

72144.2. The advisory committee shall review all proposed studies, programs, and expenditures of proceeds of production assessments under this chapter and shall advise and consult with the board in the administration of this chapter.

Article 6. Remedies

72145. Any assessing district may bring a suit in the court having jurisdiction against any producer for the collection of any delinquent

production assessments, interest, or penalties. The court having jurisdiction of the suit may, in addition award interest, costs, and attorney's fees on any judgment.

Article 7. Termination

72146. The assessment authority conferred pursuant to this chapter shall not extend beyond fiscal year 1976-77 production, and the power to collect production assessments shall cease and terminate after exhaustion of all remedies of the assessing districts as to such 1976-77 production. Nothing in this section shall preclude the commitment or expenditure of assessment proceeds remaining after the termination of such assessment authority.

SEC. 2. Notwithstanding Section 2231 of the Revenue and Taxation Code, there shall be no reimbursement pursuant to that section nor shall there be any appropriation made by this act because the duties, obligations or responsibilities imposed on local government by this act are minor in nature and will not cause any financial burden to local government.

SEC. 3. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting such necessity are:

Chino Basin is the largest single ground water basin in the South Coastal Basin of Southern California. Its water supply, including water in storage and annual safe yield, constitute a resource of great value to the people of the State of California. The development of a water supply and waste water disposal plan is urgently needed in order to facilitate programs of conjunctive utilization of such resources to accommodate waters available from the State Water Resources Development System. Funds are critically needed to undertake studies and to speed implementation of institutional solutions to such basin management problems. It is urgent that a water production assessment be authorized and made applicable to the production of water from the Chino Basin during the 1974-75 fiscal year. It is necessary, therefore, that the provisions of this act go into immediate effect.

O

APPENDIX 3 BASIN MANAGEMENT

BUDGET COMPARISON FOR FISCAL YEAR ENDED JUNE 30, 1976

SUMMARY

	BUDGET <u>75/76</u>	ACTUAL <u>75/76</u>	OVER or (UNDER)
REVENUES			
Assessment Revenue	\$300,000.00	\$327,275.80	\$27,275.80
Interest Revenue	<u>-0-</u>	<u>7,243.70</u>	<u>7,243.70</u>
Total Revenues	\$300,000.00	\$334,519.50	\$34,519.50
LESS:			
75/76 Operating Expenses	113,000.00	163,868.18	50,868.18
74/75 Expenses	82,000.00	75,181.84	(6,818.16)
Task Studies	32,500.00	44,234.32	11,734.32
Unallocated Funds	<u>72,500.00</u>	<u>-0-</u>	<u>(72,500.00)</u>
RESERVE FOR PURCHASE OF REPLENISHMENT WATER	\$ <u>-0-</u>	\$ <u>51,235.16</u>	\$ <u>51,235.16</u>

APPENDIX 3
BASIN MANAGEMENT

BUDGET COMPARISON FOR FISCAL YEAR ENDED JUNE 30, 1976

OPERATING EXPENSES

	<u>BUDGET</u> <u>75/76</u>	<u>ACTUAL</u> <u>75/76</u>	<u>OVER</u> <u>or</u> <u>(UNDER)</u>
ADMINISTRATIVE			
Chino Basin M.W.D. Costs			
Salaries	\$ 9,850.00	\$ 11,833.95	\$ 1,983.95
Payroll Burden	3,250.00	3,920.98	670.98
Office Supplies & Postage		2,232.93	2,232.93
Engineering Consultants		2,755.34	2,755.34
Legal Counsel		2,980.46	2,980.46
Mileage & Other Costs		585.81	585.81
Computer Costs		4,272.17	4,272.17
General & Administrative	1,900.00	4,141.48	2,241.48
Total C.B.M.W.D. Costs	<u>\$ 15,000.00</u>	<u>\$ 32,723.12</u>	<u>\$17,723.12</u>
Western M.W.D. Costs			
Salaries		\$ 3,123.55	\$ 3,123.55
Payroll Burden		843.36	843.36
Office Supplies & Postage		101.48	101.48
Engineering Consultants		23.95	23.95
Legal Counsel		1,387.50	1,387.50
General & Administrative		547.98	547.98
Total W.M.W.D. Costs		<u>\$ 6,027.82</u>	<u>\$ 6,027.82</u>
Pomona Valley M.W.D. Costs		60.00	60.00
Total Administrative	<u>\$ 15,000.00</u>	<u>\$ 38,810.94</u>	<u>\$23,810.94</u>
ADVISORY COMMITTEE			
Salaries	\$ 1,970.00	\$ 951.76	\$(1,018.24)
Payroll Burden	650.00	314.80	(335.20)
Office Supplies & Postage		537.13	537.13
Engineering Consultants	5,240.00	16,933.58	11,693.58
Legal Counsel	21,000.00	22,833.00	1,833.00
Meeting, Mileage & Other		3,290.02	3,290.02
General & Administrative	4,140.00	6,444.87	2,304.87
Total Advisory Committee	<u>\$ 33,000.00</u>	<u>\$ 51,305.16</u>	<u>\$18,305.16</u>
ADJUDICATION			
Salaries	\$ 16,420.00	\$ 7,467.75	\$(8,952.25)
Payroll Burden	5,420.00	2,457.95	(2,962.05)
Materials and Supplies		26.12	26.12
Engineering Consultants	8,730.00	23,659.88	14,929.88
Legal Counsel	13,100.00	23,457.55	10,357.55
Mileage & Other Costs		256.76	256.76
General & Administrative	6,330.00	8,306.54	1,976.54
Total Adjudication	<u>\$ 50,000.00</u>	<u>\$ 65,632.55</u>	<u>\$15,632.55</u>
CONSERVATION STORAGE			
Engineering Consultants	\$ 6,550.00	\$ 3,574.92	\$(2,975.08)
Legal Counsel	6,550.00	3,375.00	(3,175.00)
Materials and Other Costs		141.99	141.99
General & Administrative	1,900.00	1,027.62	(872.38)
Total Conservation Storage	<u>\$ 15,000.00</u>	<u>\$ 8,119.53</u>	<u>\$(6,880.47)</u>
TOTAL 75/76 OPERATING EXPENSES	<u>\$113,000.00</u>	<u>\$163,868.18</u>	<u>\$50,868.18</u>

APPENDIX 3-2

APPENDIX 3
BASIN MANAGEMENT

BUDGET COMPARISON FOR FISCAL YEAR ENDED JUNE 30, 1976

PRIOR YEAR'S EXPENSES AND TASK STUDIES

	<u>BUDGET</u> <u>75/76</u>	<u>ACTUAL</u> <u>75/76</u>	<u>OVER</u> <u>or</u> <u>(UNDER)</u>
74/75 EXPENSES			
Salaries and Payroll Burden		\$ 13,275.10	
Engineering Consultants		23,936.05	
Legal Counsel		27,162.97	
Materials, Travel and Other		2,335.60	
General & Administrative		8,472.12	
Total 74/75 Expenses	<u>\$ 82,000.00</u>	<u>\$ 75,218.84</u>	<u>\$(6,818.16)</u>
TASK STUDIES (Note: complete titles can be found in the text.)			
75-1 Land Use - D.W.R.	\$ 3,000.00	\$ 3,000.00	\$ -0-
75-2 Availability of State Project Water			
Engineering Consultants	\$ 2,180.00	\$ 2,221.88	\$ 41.88
Materials & Other Costs		4.73	4.73
General & Administrative	320.00	322.64	2.64
Total 75-2	<u>\$ 2,500.00</u>	<u>\$ 2,549.25</u>	<u>\$ 49.25</u>
75-3 Preliminary Survey - Spreading Capability			
Engineering Consultants	\$ 4,370.00	\$ 6,027.28	\$ 1,657.28
Materials & Other Costs		11.75	11.75
General & Administrative	630.00	875.06	245.06
Total 75-3	<u>\$ 5,000.00</u>	<u>\$ 6,914.09</u>	<u>\$ 1,914.09</u>
75-4 Preliminary Survey - Delivery Facilities			
Engineering Consultants	\$ 4,370.00	\$ 4,703.64	\$ 333.64
General & Administrative	630.00	681.56	51.56
Total 75-4	<u>\$ 5,000.00</u>	<u>\$ 5,385.20</u>	<u>\$ 385.20</u>
75-5 Change in Storage - D.W.R.	-0-	-0-	-0-
75-6 Safe Yield			
Salaries	\$	\$ 22.56	\$ 22.56
Payroll Burden		7.45	7.45
Engineering Consultants	13,100.00	18,991.94	5,891.94
Materials & Other Costs		36.67	36.67
General & Administrative	1,900.00	2,761.60	861.60
Total 75-6	<u>\$ 15,000.00</u>	<u>\$ 21,820.22</u>	<u>\$ 6,820.22</u>
75-7 Data Bank			
Engineering Consultants	\$ 1,750.00	\$ 3,987.74	\$ 2,237.74
General & Administrative	250.00	577.82	327.82
Total 75-7	<u>\$ 2,000.00</u>	<u>\$ 4,565.56</u>	<u>\$ 2,565.56</u>
TOTAL TASK STUDIES	<u>\$ 32,500.00</u>	<u>\$ 44,234.32</u>	<u>\$11,734.32</u>

APPENDIX 3-3

APPENDIX 4

POOL TOTALS

1. Overlying Agricultural Pool	
(a) Number of Wells	945
(b) D.W.R. Production (Acre Feet) Calendar Year 1974	67,902
(c) Assessment Production (Acre Feet)	96,206*
(d) Assessment Total (Dollars)	\$177,228.98
2. Overlying Non-Agricultural Pool	
(a) Number of Wells	26
(b) D.W.R. Production (Acre Feet) Calendar Year 1974	9,640
(c) Assessment Production (Acre Feet)	8,878
(d) Assessment Total (Dollars)	\$17,754.40
3. Appropriative Pool	
(a) Number of Wells	116
(b) D.W.R. Production (Acre Feet) Calendar Year 1974	71,566
(c) Assessment Production (Acre Feet)	67,708
(d) Assessment Total (Dollars)	\$132,292.42
Assessment Total	\$327,275.80

*Includes the State of California and Minimal Producers.

761007

APPENDIX 4

APPENDIX 4
COUNTY TOTALS

1. Riverside		
(a) Number of Wells	224	
(b) D.W.R. Production (Acre Feet) Calendar Year 1974	17,987	
(c) Assessment Production (Acre Feet)	32,651	
(d) Assessment Total (Dollars)	\$ 64,969.70	
2. San Bernardino		
(a) Number of Wells	842	
(b) D.W.R. Production (Acre Feet) Calendar Year 1974	113,828	
(c) Assessment Production (Acre Feet)	122,608	
(d) Assessment Total (Dollars)	\$227,240.10	
3. Los Angeles		
(a) Number of Wells	21	
(b) D.W.R. Production (Acre Feet) Calendar Year 1974	17,293	
(c) Assessment Production (Acre Feet)	17,533	
(d) Assessment Total (Dollars)	\$ 35,066.00	
Assessment Total	\$327,275.80	

761007

DECLARATION OF ALICE W. LICHTI

I, Alice W. Lichti, hereby declare as follows:

1. I am the Interim Controller for the Chino Basin Watermaster (Watermaster). I have first hand knowledge of the matters set forth herein and, if called as a witness, I would be competent to testify thereto.

2. I submit this declaration in support of Chino Basin Watermaster's Advisory Committee action to appoint a new Watermaster.

3. Following successful completion of the May, 1975 examination for Certified Public Accountants, I was appointed Controller of the Chino Basin Municipal Water District (District) on June 15, 1975. I served in that capacity until my retirement on August 8, 1989. During my term as District Controller, I supervised a staff of 5 accountants responsible for District and Watermaster day-to-day accounting and bookkeeping activities. I personally handled contract administration, preparation of the District's Budget, grant accounting, debt issuance and retirement, preparation of District and Watermaster periodic financial reports as well as financial statements for the Annual Audit and preparation and filing of the Annual State Auditor Controller's report. Under my direction, the accounting staff was responsible for all accounting and investment activities of the District and the Watermaster; including, but not limited to: cash receipts, invoicing (including monthly billings to Watermaster for staff and expenses), cash disbursements including Watermaster invoices approved by the Chief of Watermaster Services, overseeing the investment of District and Watermaster funds and preparing the payroll for all Chino Basin Municipal Water District employees including those assigned the task of working in the area of Watermaster Services.

I also prepared Watermaster's annual Budgets and Assessments for submittal to the Advisory Committee and the Watermaster Board using formats designed and refined in the early years of the Judgment to meet the reporting needs of the Judgment and the various Pools. In 1985, with the purchase of the District's first personal computer, I developed computer programs to expedite computation of the annual Assessments and "Schedule 1" of the Annual Audit. "Schedule 1" is called forth in Sections 51 - 54 in the Judgment to allocate administrative costs between the three Pools based on production percentages. While Grand Total figures tie directly to the audited Comparative Statement of Revenue, Expenses and Changes in Retained Earnings, this schedule was, and will continue to be, a supplement to the Annual Financial Statements until all wells of the Agricultural Pool's are metered, eliminating the need to estimate production figures. Once all wells are metered, there will be an audit trail for the annual audit should it be considered cost effective for the Auditors to expend this effort.

1 I am fully familiar with Watermaster financial activities from 1978 until my retirement on August 8, 1989 and from
2 July 10, 1996 to this date.

3
4 4. Following the January, 1978 adjudication, I was thoroughly briefed on the implementation of the Judgment by Donald
5 Stark, District's Attorney [later Watermaster Attorney, now deceased]. I clearly recall Mr. Stark's instructions regarding the Advisory
6 Committee's authority over assigned staff; and it's ability to mandate, by it's vote of 80% or more, Watermaster's action. Mr. Stark was
7 very clear in statements to me that the sole role of the Watermaster "board" was that of providing a legal entity with the power to sue and
8 be sued, which action could not be brought by, or against, a committee.

9 5. During December, 1996, Watermaster's checking account was breached by fraudulent activity of an unknown source.
10 On January 8, 1997 the Advisory Committee was advised by a Deputy Kopasz of the San Bernardino County Sheriff's Department that
11 such activity was common and beyond staff's control. Watermaster funds were replaced by the Bank in January, 1997. Advised by
12 Watermaster's 95/96 Auditor that the cost of having an immediate audit would be in the range of \$25,000 to \$35,000, on January 8,
13 1997, the Advisory Committee, by a vote of 91.43% approved a motion to (1) establish an ad hoc Finance Committee made up of
14 Finance Directors of Appropriative Pool Members to review Watermaster's Financial Procedures to determine if an immediate
15 independent audit should be performed and (2) to wait for that Committee's report prior to pursuing hiring an independent auditor.

16 However without waiting for the ad hoc Finance Committee to report, Watermaster Board took action the morning of January
17 14, 1997, opposing Advisory Committee's mandating vote. This action was justified in open session as due to the fraudulent activity in
18 Watermaster's checking account. On January 23, 1997, the firm of Soren, McAdam, Bartells, Certified Public Accountants, Inc. was
19 hired to conduct an audit of Watermaster operations for calendar year 1996. This firm states clearly on page 17 of their report that "this
20 engagement was not intended to be a fraud investigation", and "Because the investigations are in progress, we did not
21 continue the evaluation of the incidents." While the report has many good recommendations, it is my professional opinion that none
22 of them are substantive, many are minute [such as concerns expressed regarding pages becoming unstapled] and many only apply to
23 District's operations. Optimum checks and balances recommended by Auditors is impossible to achieve by any agency with limited
24 staff. District, with its large number of accountants, has also not achieved the level of proficiency sought by the Auditors.

25 This Operations Audit has cost many dollars, and it has been dollars ill spent. The Audit is of little or no benefit to the Advisory
26 Committee or Watermaster Board. Also, an audit of a calendar year cannot be relied upon by Auditors performing the annual fiscal year

1 audit. Internal Control work will have to be redone to cover the full fiscal year to allow the next Auditor to draw his conclusions prior to
2 preparing his opinion regarding to Watermaster's compliance with General Accepted Accounting Principles.

3 The Advisory Committee filed a petition with Judge Gunn for determination of who is to bear the substantial cost of the
4 Watermaster Board's refusal to act in accordance with Advisory Committee's mandate that no Audit be performed prior to hearing from
5 the ad hoc Committee. The petition was heard on March 3, 1997 and is currently under review by the Judge.

6 The ad hoc Finance Committee was convened on January 16, 1997 and will continue to meet. The following is their January
7 23, 1997 conclusion and recommendation regarding the necessity for an independent audit:

8 The Committee recommends that any special audit engagement be done in conjunction with the year end
9 audit with the scope of work expanded in the months of the forgery activity and the process of auditor selection be
10 started immediately with the audit to begin shortly thereafter. The audit is the natural starting point in any
11 investigation. With this in mind, the proposal for services should include meetings with the auditors and the advisory
12 committee during the course of the audit specifically to discuss or review any findings which may suggest the need
13 for immediate corrective action on the part of the advisory committee. In this fashion the committee can expand [or
14 reduce] the required work based on field work findings rather than at the end of the engagement.

15 Requests for Proposals for the 96/97 Audit have been sent and responses are to be made March 6, 1997. The audit as
16 recommended will result in a minimal increase in the anticipated cost of the 96/97 annual audit.

17
18 5. Prior to the April, 1996 relocation of Watermaster staff to leased offices, Watermaster contracted with District for the
19 provision of Watermaster staff, accounting services, office space and equipment and any items necessary for Watermaster operations
20 with District being fully reimbursed for all costs incurred. Subsequent to relocation, District provided all accounting services for
21 Watermaster until my appointment on July 10, 1996. Currently, District provides only payroll services for Watermaster staff until
22 Watermaster's agreement with the Public Employees' Retirement System has been finalized.

23 At the direction of the Advisory Committee, Watermaster has been moving toward functioning independently of District since
24 March, 1996. Included in actions still necessary to achieve this are contracts to provide Watermaster staff with the same benefit package
25 available to District Staff and reclassification of Watermaster staff from District employees to Watermaster employees.

26 The District Board, sitting as Watermaster, has impeded this independence by its February 27, 1997, refusal to take action on
27 the following Agenda items:

1 a. Consent Calendar Items which had been approved 95.10% of the Advisory Committee:

2 1) Resolution of Intention Declaring Watermaster's Intent to enter into a contract with CalPERS (Consent
3 Calendar Item F) CalPERS has agreed to coverage of Watermaster staff commencing with the first pay period of the quarter
4 next following the approval of their contract. This could have become effective April, 1997 if Watermaster Board strictly adhered
5 to the CalPERS schedule of events to be performed by specific dates. CalPERS recommended March 6, 1997 for adoption of
6 a Resolution of Intent by Watermaster Board and March 26, 1997 for adoption of the Resolution approving the contract. [To
7 finalize the CalPERS contract, twenty days must elapse, between adoption of the two resolutions in which an employee vote is
8 taken.] The Watermaster Board called a special meeting for February 26 (later rescheduled to February 27) , and rescheduled
9 the March 6 meeting to March 13, thus throwing the CalPERS schedule off. In Staff's attempt to meet the schedule, Item F of
10 the Consent Calendar was prepared as part of the February 27 agenda. Failure to meet the CalPERS schedule may result in
11 Watermaster staff remaining District staff until July 1.

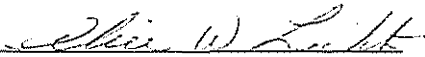
12 If District continues to handle Watermaster Payroll until the end of June, 1997, there will be a negative impact on
13 preparation of Watermaster's Audit for fiscal 96/97. District is currently five months behind in invoicing Watermaster for
14 Watermaster staff payroll. The bills issued for August and September, 1996 were understated and need to be corrected. Payroll
15 has been set up in Watermaster Books based on time sheet records, and thus Watermaster books are current - however; the
16 auditor will not be able to complete his fieldwork until final and accurate statements have been received from the District for
17 payroll costs.

18 Delay in completing the Audit affects many Watermaster activities such as annual Assessment levies to be made
19 prior to September 30 [Section 55(a) of the Judgment] and preparation, printing and filing Watermaster's Annual Report, of
20 which the Audit is a component part, by November 15 [Section 48 of the Judgment].

21 2) Resolution Nos. 97-2, 97-3 and 97-4 Authorizing the Adoption and Implementation of Three Separate
22 Section 457 Deferred Compensation Plans (Consent Calendar Item N) These Section 457 Deferred Compensation Plans have
23 previously been approved by District's Board and are currently available to District employees. The Watermaster Board's
24 adoption of the three resolutions would have made these Plans available to Watermaster employees once their tenure as
25 District employees is severed.

1 b. Resolution No. 97-6, Agenda Item 2, updates Watermaster's signature authority (including naming of the new
2 Watermaster Secretary/Treasurer, Mr. Catlin) and eliminates, as recommended by the ad hoc Finance committee, a third checking
3 account [an action also recommended by District's recent Operations Audit]. Failure to act on this item compels staff to work under a
4 Resolution that reflects those Watermaster Board Officers in place prior to the November, 1996 elections.

5
6 I declare under penalty of perjury the foregoing to be true and correct to the best of my knowledge. Executed on this 5th day of
7 March, 1997 at Rancho Cucamonga, California.

8
9 

10 Alice W. Lichti

DECLARATION OF LEE PENRICE

I, Lee Penrice, hereby declare as follows:

1. I was hired by Chino Basin Municipal Water District (District) in 1990 and served as Accounting Manager from February 1992 until September 1996, I was responsible for all District and Watermaster accounting matters. I have first hand knowledge of the matters set forth herein, and, if called as a witness I would be competent to testify thereto.

2. I submit this declaration in support of Chino Basin Watermaster's Advisory Committee's action to have the audit commissioned by Chino Basin Watermaster declared an expense of the Chino Basin Municipal Water District (District).

3. I have reviewed portions of an operations audit report and a motion by District attorneys opposing the Watermaster motion that the cost of an audit is a District expense.

4. During my tenure as District Accounting Manager, the financial and accounting activities of Watermaster were strictly separated from those of the District. Watermaster's monthly activities were accounted for in separate budget and financial reports. Watermaster's accounting requirements could only be satisfied as possible due to lack of staff availability. This meant, among other things, that at times we were unable to reconcile the Watermaster bank accounts for several months after receiving the monthly closing statements. Additionally, the Watermaster audit was always "piggy backed" onto the District's and in so doing, it was not possible for the Watermaster audits to be completed in a timely manner.

5. With regard to Watermaster, the District's computerized financial accounting system did not have available capacity to operate Watermaster as a separate entity, and extra time was required to maintain the "separateness" of the Watermaster financial activities.

6. In 1995, I was directed by the District Chief Financial Officer, Larry Rudder, to ascertain if the Chino Basin Watermaster's computer consultant, Patrick R. Park, was in fact an independent contractor. I applied the Internal Revenue Service twenty factors test to Mr. Park, and was satisfied at that time that he met the test of being an independent contractor. I discussed my finding with the Chief Financial Officer and subsequently turned over relevant documents to him.

7. Shortly after I was informed that Watermaster staff would be vacating their offices at the District's Main Office, I was invited to a coordination meeting held in the General Manager's office. Attendees were the District's Budget Officer, Chief Financial Officer, General Manager, Manager of Human Resources, Risk Manager, Chief of Watermaster

1 Services and myself. At that time, the Chief of Watermaster Services was assured she would receive the District's full
2 cooperation in the move to other facilities. It was also agreed that the District would continue to provide Watermaster with
3 general accounting services until the fiscal year end, and payroll services until they could become a separate member of
4 PERS. The Chief Financial Officer was to draft the letter addressing the agreement.

5 8. On July 10, 1996, Mrs. Alice Lichti was appointed by the Watermaster Board to serve as Interim
6 Watermaster Controller. In my opinion, this was an excellent appointment because of Mrs. Lichti's involvement in setting up
7 and supervising all Watermaster financial functions from its formation in 1978, until her retirement in 1989. With her
8 knowledge of Watermaster functions, she could be brought up to date much more quickly than someone who did not have
9 the benefit of this specific experience.

10 9. Due to my experience with the District and professional background with computerized accounting, I was
11 asked by Mrs. Lichti to review several software packages that are readily available on the market and make a
12 recommendation with regard to their suitability and adaptability for Watermaster. I recommended QuickBooks Pro due to
13 the market share held by Intuit (developer) and my determination that it was well suited for Watermaster needs. The
14 accounting software used by the District (IFAS), was awkward and did not provide the same level of accounting capability
15 without the development of numerous "workarounds" that the current software utilized by the Watermaster does not require.

16 10. The operational audit indicated some negative findings along with relevant recommendations for
17 correction. Several of the recommendations had merit, and provided the Watermaster staff with specific suggestions for
18 improvement. There were some findings which appear to conflict with the District's procedures, such as the employee
19 expense reimbursements being made from petty cash. As of September 1996, the District reimbursed employee
20 expenditures in excess of ten dollars by check and everything less than ten dollars in cash. Another finding was that
21 Watermaster does not use prenumbered petty cash vouchers. To my knowledge, the District does not utilize prenumbered
22 petty cash vouchers in the operation of its petty cash fund.

23 11. When I began my employment with the District in 1990, in general there were very few written procedures
24 in place. The procedures for the accounting department had been misplaced, and I wrote new accounting procedures to fill
25 the need to document the accounting process. Watermaster personnel are in the process of writing procedures which are
26
27
28

1 specific to their activities. Procedure writing is a very time consuming process because as each detail of a function is
2 documented or changed, often preceding or subsequent procedures must be refined as well.

3
4 12. The audit report indicated quite a concern with regard to the lack of segregation of accounting duties for
5 Watermaster staff. Given the small Watermaster employee base (5), it would be extremely difficult to achieve a total
6 "textbook" separation of duties. This is the case in many circumstances where there is a small employee base.

7 13. I noted in the motion from the opposition on page 2, lines 1 - 4 that the District's attorney said the Advisory
8 Committee was conducting business in "total disregard of generally accepted accounting standards." The Watermaster
9 accounting was always done in conformance with these standards. If it had not been, the auditors would not have been able
10 to give unqualified opinions, which the Watermaster has received since 1978.

11 14. With regard to the "basis of accounting for the assessment package", Watermaster assessments were
12 always developed in conformance with the Judgment and the applicable rules and regulations, much in the same way that
13 the District conformed to the Regional Sewage Contract with regard to EDU's and related charges.

14
15 I declare under penalty of perjury the foregoing to be true and correct to the best of my knowledge. Executed this
16 5th day of March, 1997 at Rialto, California.

17
18
19
20
21 Lee Penrice 3/5/97
22
23
24
25
26
27
28

DECLARATION OF MARY STAULA

I, Mary L. Staula, declare as follows:

1. I am the Administrative Assistant for the Chino Basin Watermaster ("Watermaster"). I have held that position since July of 1996 at which time I was promoted from the position of Executive Secretary to the Executive Manager of Engineering & Planning of Chino Basin Municipal Water District "CBMWD". From July 19, 1982 to July 1, 1995, a period of thirteen years, I was a Secretary and an Executive Secretary for Chino Basin Municipal Water District. During the majority of time I served as the Executive Secretary to the Engineering and Planning Division, oversight of the Watermaster staff was assigned to the Executive Manager of the Division. In my capacity as his Executive Secretary, I supervised the Division's secretarial staff and was responsible for providing secretarial support to the Watermaster Services department. I have personal knowledge of the matters set forth herein, and, if called as a witness, I would be competent to testify thereto.

2. As an employee of CBMWD for 14-1/2 years, I have first hand knowledge that CBMWD operated without policies and procedures (other than financial) prior to March, 1991; operated without a Purchasing Manual prior to October, 1992; and operated without an Employee Handbook until sometime during the same time frame. All were put in-place ten years after I became an employee in 1982, at which time there were approximately 87 other employees. This information is brought to the forefront in light of the criticism Watermaster staff recently received for not having adopted policies and procedures specific to Watermaster. When Watermaster staff physically separated from CBMWD in or about April, 1996, work began again to develop policies, procedures and handbooks applicable only to Watermaster. The Watermater Financial Policies and Procedures went forward for pool committee and subsequent Advisory Committee and Watermaster approval. Other policies, procedures and handbooks developed by Watermaster staff have been held due to other higher priority work and recent meeting schedules (list of meetings held since January 1996 attached), pending the appointment of a new Watermaster Board. Where applicable and when apprised of new or revised policies and procedures processed by CBMWD, Watermaster staff has, to the best of their ability in the current circumstance of separating under an Interim Agreement, continued to adhere to CBMWD policies and procedures.

1 3. Much has been said about the lack of checks and balances of Watermaster. As I am familiar with
2 both the current and past checks and balances of Watermaster, I can attest to the fact that checks and balances
3 have not changed since the separation of Watermaster from CBMWD. Checks and balances were established by
4 the Judgment in 1978 and have been implemented by employees of CBMWD under the Facilities and Services
5 Agreement with Watermaster. As the Executive Secretary to the CBMWD Manager overseeing Watermaster
6 Services staff, we were only minimally involved in the personnel matters of those assigned to work for
7 Watermaster, not in the day-to-day business of Watermaster staff as they implemented the decisions and policies
8 of the Advisory Committee through the Watermaster. Prior to my promotion to Watermaster Administrative
9 Assistant, Watermaster staff was moved from the Engineering & Planning Division as part of the Water Resources
10 Department to the Administration & Resources Division. Shortly thereafter, it was decided by CBMWD to separate
11 Watermaster and Water Resources functions, and Watermaster staff was located functionally with a "dashed" line
12 of communication between them and CBMWD's General Manager since the Facilities and Services Agreement
13 called for them to report to and receive direction from the Advisory Committee.

14 4. At the request of several parties to the Judgment, I recently reviewed all minutes of Watermaster
15 Board meetings. The review revealed that the average Watermaster Board meeting between January, 1993
16 through April, 1996 lasted an average of 13.9 minutes and that one Board Member, Mr. Borba, was not present for
17 any Watermaster Board meetings in calendar years 1993, 1995 and 1996.

18 5. On May 6, 1987, the Chief of Watermaster Services, Mr. Don Peters, presented a revised format
19 of the Watermaster Budget which reduced line item restrictions and allowed necessary fund transfers within a
20 certain category as a separate practice for Watermaster related items. At that meeting, the Watermaster Board,
21 without any discussion, approved the budget by a unanimous vote. To my knowledge, Watermaster staff still
22 follows those guidelines, although they are different from those practiced by CBMWD. It was reported to the
23 Advisory Committee at their meeting of April 24, 1996, that CBMWD denied staff's request for temporary services
24 to assist in reorganizing the Watermaster's files, although, in this case, a separate line item for temporary services
25 in the amount of \$2,000 had been approved in the FY 95/96 Watermaster Budget.

26 6. In my position as Watermaster Administrative Assistant, I also serve as the recording secretary of
27 all pool, committee, board and workshop meetings. Upon review of the recent audit report commissioned by
28

1 CBMWD, I specifically noted that the auditors claim to have interviewed all Watermaster Services staff and that
2 the Watermaster Meetings Minutes are not housed at the offices of the Watermaster. I can attest to the fact that
3 the auditors never interviewed me and that, at their meeting held April 3, 1996, the Watermaster Board ratified the
4 action to relocate the Watermaster Administrative Offices, Watermaster Services staff, and to ratify the lease of
5 the new office, thus the Watermaster Meeting Minutes were relocated along with the administrative services.

6
7 7. After 14-1/2 years as an employee of CBMWD with an exemplary record, I, as well as other
8 Watermaster Services staff members, find ourselves in a very precarious position with CBMWD. As a CBMWD
9 employee assigned to administer and implement the activities of Watermaster, we have an obligation to follow the
10 direction of the Advisory Committee per the Facilities and Services Agreement between Watermaster and
11 CBMWD. On the other hand, as CBMWD employees assigned to administer the activities of Watermaster, we
12 have been unreasonably scrutinized and criticized by CBMWD and a small group of producers with close political
13 ties to it, for following the direction of the Advisory Committee per the Facilities and Services Agreement.
14 Subsequent to the January, 1996 motion to replace CBMWD as the Watermaster, there has been a series of
15 unsubstantiated accusations, motions, directives, and activities, primarily by the same group, that has resulted in
16 staff being wrongfully depicted in news articles and motions before the Court as "renegades" and "thieves". This is
17 extremely critical to the issues currently before the Court because, in spite of the Court's direction at the June 18,
18 1996 hearing, that the CBMWD as Interim Watermaster work to complete the smooth transition of Watermaster
19 with no dramatic upheavals in personnel, especially the people whose immediate job is dependent upon the
20 Watermaster (Reporter's Transcript of Oral Proceedings, Page 94, Lines 1 through 12, copy attached),
21 Watermaster Services staff continues to be harassed, ridiculed, and tormented by the situation and the uncertainty
22 of their future. Another delay by the Court to appoint a new Watermaster board will subject staff to further stress-
23 related situations, (where we are damned if we do and damned if we don't)! Staff cannot please two masters and
24 should not be required to do so - the Court has the ultimate responsibility in this matter and it is imperative that a
25 decision be made on March 11, 1997 for the benefit of all involved.
26
27
28

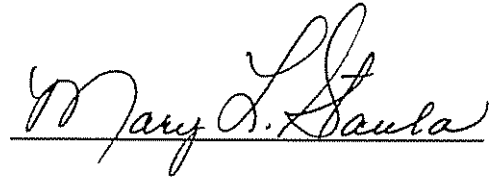
1 I declare under penalty of perjury the foregoing to be true and correct to the best of my knowledge.

2 Executed this 5th day of March at Rancho Cucamonga, California.

3

4

5

A handwritten signature in cursive script, reading "Mary L. Staula", is written over a horizontal line.

6

7

Mary L. Staula

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

WATERMASTER MEETINGS 1996

January 8, 1996	Desalter Ad-Hoc
January 17, 1996	Desalter Ad-Hoc
January 25, 1996	Concurrent Pools & Advisory Committee
January 29, 1996	Transition Ad-Hoc/Budget
January 30, 1996	Desalter Ad-Hoc
February 8, 1996	Advisory Committee
February 8, 1996	Agricultural Pool
February 15, 1996	Appropriative Pool on Conjunctive Use
February 15, 1996	Transition Ad-Hoc
March 7, 1996	Concurrent Pools & Advisory Committee
March 7, 1996	Desalter Ad-Hoc
March 11, 1996	Desalter & Transition Ad-Hoc
March 13, 1996	Transition Ad-Hoc/Budget
March 20, 1996	Watermaster
March 20, 1996	Transition Ad-Hoc
March 27, 1996	Concurrent Pools & Advisory Committee
April 3, 1996	Watermaster
April 15, 1996	Agricultural Pool
April 15, 1996	Transition Ad-Hoc
April 24, 1996	Appropriative Pool
April 24, 1996	Concurrent Pools & Advisory Committee
May 13, 1996	Transition Ad-Hoc/Conjunctive Use
May 22, 1996	Agricultural Pool
May 22, 1996	Appropriative Pool
May 22, 1996	Concurrent Pools & Advisory Committee
May 22, 1996	Appropriative Pool
May 22, 1996	Conjunctive Use Workshop
June 4, 1996	Appropriative Pool re. Desalters
June 17, 1996	Appropriative Pool re. Storage Limits
June 26, 1996	Non-Ag Pool
June 26, 1996	Agricultural Pool
June 26, 1996	Appropriative Pool
June 26, 1996	Advisory Committee
July 10, 1996	Watermaster
July 23, 1996	MVWD/Western Water Agreement Workshop
July 29, 1996	Meet & Confer
July 31, 1996	Non-Ag Canceled due to lack of quorum (Agenda items approved via mail)
July 31, 1996	Agricultural Pool
July 31, 1996	Appropriative Pool
August 7, 1996	Advisory Committee
August 28, 1996	Meet & Confer
August 28, 1996	Appropriative Pool
August 28, 1996	Advisory Committee
September 10, 1996	Advisory Committee
September 10, 1996	Storage/Assessments/Appointment of WM Workshop
September 30, 1996	Storage/Assessments/Appointment of WM Workshop

WATERMASTER MEETINGS 1996

October 10, 1996	Non-Ag Pool
October 10, 1996	Agricultural Pool
October 10, 1996	Appropriative Pool
October 15, 1996	Storage Workshop
October 16, 1996	Advisory Committee
October 28, 1996	Storage Workshop
November 6, 1996	Watermaster
November 12, 1996	Storage Workshop
November 19, 1996	Storage Workshop
December 10, 1996	Advisory Committee
December 10, 1996	Storage/Appointment of WM Workshop

WATERMASTER MEETINGS 1997

January 8, 1997	Agricultural Pool
January 8, 1997	Non-Ag Pool
January 8, 1997	Appropriative Pool
January 8, 1997	Advisory Committee
January 9, 1997	Watermaster
January 14, 1997	Advisory Committee
January 14, 1997	Watermaster
January 16, 1997	Ad Hoc Finance Committee
January 22, 1997	Agricultural Pool
January 22, 1997	Non-Ag Pool]
January 22, 1997	Appropriative Pool
January 22, 1997	Advisory Committee
January 23, 1997	Watermaster
January 23, 1997	Ad Hoc Finance Committee
January 29, 1997	Appointment of Watermaster Workshop
January 30, 1997	Advisory Committee
February 5, 1997	Storage Workshop
February 13, 1997	Advisory Committee
February 27, 1997	Watermaster
March 6, 1997	Watermaster
March 13, 1997	Watermaster
March 26, 1997	Watermaster

1 THE COURT: It really doesn't matter who -- if I
2 had an interim Watermaster, it doesn't matter who the
3 interim Watermaster is, pretty much things -- there is
4 going to be a smooth transition. And not too much is
5 going to happen other than on the policy level. There's
6 going to be no dramatic upheavals in personnel.
7 Especially the people whose immediate job is dependent
8 upon the Watermaster, for example, that are working in
9 this new building that has been leased or whatever it has
10 been. So all we're talking about is the nine-member board
11 versus the Board of Directors of the Chino Basin Municipal
12 Water District; right? We're just replacing one --

13 MR. GUTIERREZ: Not necessarily, your Honor. I
14 don't think that's the only option. My point is one, it
15 would be my view that if we're going to fight this, we
16 need a general not a committee. We already have the
17 Advisory Committee. I think it should be one person. I
18 think that's something we would like an opportunity to
19 discuss.

20 THE COURT: And that you shall, with the
21 proposition to the Court, that thought has gone through my
22 mind. What is also going through my mind -- and I know
23 you guys want to be heard. We have beat this to death by
24 now. We have a document that two very fine judges have
25 participated in writing and interpreting. And -- on short
26 notice it's -- it seems either I find a compelling reason

HEATHER R. PARIS, C.S.R.

ATTACHMENT 2

1 **DECLARATION OF LLOYD W. MICHAEL**

2
3 I, Lloyd W. Michael, hereby declare as follows:

4 1. I represented Cucamonga County Water District (CCWD) through the entire negotiations and
5 regarding the case of Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino County
6 Superior Court Case No. 164327 (now RCV 51010). At that time, I was serving as General Manager of
7 CCWD, and I am again serving as General Manager of CCWD currently.

8 2. I was personally involved in the negotiations among the parties to the above referenced case
9 that resulted in the stipulated Judgment now known as the Chino Basin Judgment.

10 3. Senator Ruben S. Ayala was asked by representatives of the Chino Basin Municipal Water
11 District to sponsor legislation to facilitate the collection of money necessary to pay attorneys and engineering
12 consultants the Advisory Committee retained to assist with development of the Chino Basin Plan. He was
13 asked to sponsor this legislation with the full consent and approval of (i.e. on behalf of) the Advisory
14 Committee. I do not recall his stated intent was to "keep the producers out of the administration of the
15 legislation but to give them a voice since their interests were affected" (Monte Vista Water District Opposition to
16 Motion, Declaration of Senator Ruben S. Ayala, 3:16-18). In fact, the producers insisted the legislation require
17 CBMWD to formally establish the Advisory Committee, and CBMWD reported on its role in its "First Annual
18 Report of Chino Basin Municipal Water District – Chino Basin Water Production Assessment Operations for
19 1974-75" when it said on page 2 "The Advisory Committee continued throughout the remainder of the 1975-76
20 to meet monthly and to act as the central policy committee."

21 4. Senator Ayala was not personally involved in the negotiations, and he did not object to the
22 Stipulated Agreement which became the binding contract among the producers called the Chino Basin
23 Judgment. Additionally, his legislation did not establish the role or power of the Advisory Committee, the
24 Judgment did.

25 5. The intention of the parties to the Judgment was that the power to govern the Chino Basin
26 would rest with the producers that relied on it as a source of water supply. This was accomplished by Section
27 38 of the Judgment where all things that were not previously discussed by the pools or Advisory Committee are
28

1 discretionary, and where the Advisory Committee can mandate actions of Watermaster without recourse
2 except for the Court.

3 5. Section 16 of the Judgment was negotiated as the final control on Watermaster because there
4 were a number of producers who believed there was an inherent conflict of interest in having Chino Basin
5 Municipal Water District, who was (and is) the basin's primary supplier of supplemental water, also serve as
6 the Watermaster.

7
8
9 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
10 correct.

11 Executed this 7th day of March, 1997 at Rancho Cucamonga, California.

12
13
14 
15 Lloyd W. Michael

DECLARATION BY MARK JOSEPH WILDERMUTH

I, Mark Joseph Wildermuth, do hereby declare as follows:

1. I am a civil engineer specializing in water resources engineering. I have a bachelor's (1975) and master degree (1976) in engineering from the University of California, Los Angeles. I am a licensed civil engineer in California. I have worked at Tetra Tech, Inc. (1976-1980), Camp, Dresser and McKee, Inc. (1980-1987) and James M. Montgomery, Consulting Engineers (1987-1990). I own a consulting engineering company called *Mark J. Wildermuth, Water Resources Engineers*, a sole proprietorship, located in San Clemente, California. I have owned and operated my company since October 16, 1990. Since 1980, I have worked almost exclusively on the hydrologic, hydrogeologic, water quality and water resources planning issues in the upper Santa Ana watershed of which the Chino Basin constitutes about 40 percent.

2. In 1981, I was given an assignment to calibrate a groundwater flow and quality model, (the Basin Planning Model) of the upper Santa Ana basin. This model was used by the Santa Ana Regional Water Quality Control Board (RWQCB) to develop water quality management plans for the 1984 Regional Water Quality Control Plan for the Santa Ana Region (the Basin Plan). About half of this effort was devoted to the study and management of the Chino Basin.

3. In 1985, I was project manager for the environment studies of a 750,000 to 1,500,000 acre-feet groundwater storage program in the Chino Basin proposed by Metropolitan Water District of Southern California (Metropolitan). In this study I developed the first modern assessment of the nitrate problems in the Chino Basin based on extensive field studies and state of the art assessment of nitrate loading to groundwater from agricultural and municipal sources. I advised Metropolitan to develop a new computer simulation model of the Chino Basin stating that the Basin Planning model was not an appropriate tool for use in the Chino Basin due to conceptual and numerical

1 assumptions used in the model. Metropolitan decided to go with the Basin Planning model despite
2 my recommendations for reasons of cost. The resulting future projection of nitrate conditions in
3 groundwater were very controversial because many municipal wells and most agricultural wells in
4 the southern part of the Chino Basin were projected to become severely contaminated with nitrate.

5
6 4. The RWQCB, in part because of these projections and in part due to increased nitrogen
7 levels in the Santa Ana River, became very interested in nitrogen management in the Santa Ana
8 Watershed. The Santa Ana Watershed Project Authority (SAWPA) responded by conducting a
9 watershed-wide total dissolved solids and nitrogen study. I was the project manager for this study.
10 About half the work in this study involved the simulation of the groundwater level and quality
11 conditions in the Chino Basin. I recommended to SAWPA that a new simulation model be
12 developed for the watershed because of the conceptual and numerical problems embedded in the
13 Basin Planning Model. Again, due to cost, the Basin Planning Model was mandated for use, in this
14 case by SAWPA. SAWPA, also due to cost, mandated that certain assumptions be used in the
15 study including the use of obsolete population, land use projections and water supply plans. The
16 resulting studies produced overly conservative estimates of nitrate contamination in groundwater.
17 Overly conservative as used herein means very high estimates - higher than would ever be
18 expected.

19
20 5. I was instrumental in initiating the Chino Basin Water Resources Management Study. I
21 participated in the scoping of this study where I recommended that Watermaster develop a new
22 groundwater simulation model. Watermaster agreed and the development of a new model was
23 included in the study. In 1991, Montgomery Watson, project manager for the Chino Basin Water
24 Resources Management Study, retained me to manage the development and application of this new
25 model. This new model was completed in 1993 at a cost of about \$800,000 and was used to make
26 future projections of groundwater level and quality. The new model, *the Chino Basin Integrated*
27 *Surface Water and Groundwater Model (CIGSM)* is far superior in accuracy to the Basin Planning
28

1 Model. It represents the state of the art in groundwater flow and quality simulations. The data used
2 in the model was extensively researched. The data used for future projection was based on the
3 best available planning information including the future water development plans for every water
4 purveyor in the basin.

5
6 6. The groundwater projections made with CIGSM indicated that groundwater quality
7 problems associated with total dissolved solids and nitrate could be managed in a cost effective way
8 through a combination of regional and local groundwater treatment facilities. The CIGSM
9 projections also showed that future trends in nitrate contamination were not nearly as severe as
10 projected by the Basin Planning Model. It is my professional opinion that all previous nitrate
11 projections from the Basin Planning Model should be disregarded due to numerical and conceptual
12 errors within that model, and obsolete planning assumptions used in past studies.

13
14 7. All our studies including review of water quality data from wells and CIGSM projections of
15 future conditions suggest that groundwater quality will deteriorate in the southern half of the basin.
16 The available recent historical data for the southern Chino Basin was collected by Watermaster as
17 part of Watermaster's ongoing groundwater monitoring program in the Chino Basin. The locations
18 of these wells are shown in Exhibit B. Review of Exhibit A shows that the change in water quality
19 over the period 1989 through 1996 is generally slight, with water quality slightly deteriorating or
20 improving at each well. The CIGSM projections from the Chino Basin Water Resources
21 Management Study suggest that water quality will deteriorate gradually over time through the year
22 2040 even with very aggressive management fo the basin. The Chino Basin is programmed to
23 deteriorate due to historical agriculture that occurred throughout the basin and groundwater
24 production patters in the southern part of the basin.

25
26 8. Most of the significant groundwater producers in the Chino Basin have significant
27 groundwater quality problems. Exhibit C lists the producers in the Chino Basin and the types of
28

1 water quality problems faced by these producers. Exhibit C lists producers with water quality
2 problems that I have personal knowledge of - there are most likely more problems than listed in
3 Exhibit C.

4
5 9. In 1995, Watermaster retained me to investigate losses from groundwater storage to the
6 Santa Ana River that were the result of the accumulation of water in local storage accounts and
7 cyclic storage. I reviewed CIGSM model projections from the historical period of 1960 to 1989 and
8 future projections for the period 1990 to 2040. The future projections were based on a climatic
9 period of 1936 to 1986 and the future water supply plans of all the producers in the Chino Basin.
10 This study showed that about a 2.03 percent loss per year from artificially stored water in the basin
11 based on historical hydrology. Using this loss rate I estimated the losses from storage that occurred
12 from cyclic storage and the local storage accounts. These estimates are included in Exhibit D. The
13 cost implications of the water lost from storage that occurred from cyclic storage and the local
14 storage accounts. These estimates are included in Exhibit D. The cost implications of the water
15 lost from storage are very significant, on the order of about \$12.5 million. I have recommended to
16 Watermaster that it should account for the losses from storage and that the accounting of these
17 losses are necessary to maintain the integrity of the physical solution. With that recommendation I
18 also advised Watermaster that the safe yield is about 167,000 acre-ft/yr., which is much larger than
19 140,000 acre-ft used to manage the basin. Some of this unrecognized safe yield is used by the
20 agricultural producers that do not report their production. The remaining portion of the
21 unrecognized safe yield is accumulating in storage subject to losses at the 2.03 percent rate. The
22 water accumulating in storage may be comparable to, or exceed the estimated losses from cyclic
23 storage and the local storage accounts. I have recommended to Watermaster that prior to
24 assessing what would be millions of dollars in losses, that Watermaster should increase its
25 groundwater level monitoring plan to allow greater resolution in the modeling of groundwater
26 storage and streamflow interaction with groundwater.

1 I declare under penalty of perjury the foregoing to be true and correct to the best of my knowledge.

2 Executed on the 6th day of March 1997 at San Clemente, California.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Mark J Wildermuth 3/7/97

Mark Joseph Wildermuth, P. E.

**EXHIBIT C
WATER QUALITY ISSUES BY PRODUCER**

Producer	Water Quality Issues				
	TDS	Nitrate	Metals	VOC's	DBCP
<i>Overlying Agricultural Pool</i>					
Agricultural Area South of HW-60	X	X		X	
<i>Overlying Non-Agricultural Pool</i>					
Ameron Steel Products					
Angelica Rental Service					
California Steel Industries			X	X	
Calmat Company					
Kaiser Resources	X				
Mira Loma Space Center					
Praxair	X		X		
Quaker Chemical					
San Bernardino Co. Dept. of Airports	X	X		X	
Southern California Edison					
Sunkist Growers					
Swan Lake	X	X			
<i>Appropriative Pool</i>					
Arrowhead Mountain Spring Water Company					
Chino Basin MWD					
City of Chino		X			
City of Chino Hills		X			
City of Norco	X	X			
City of Ontario	X	X	X	X	X
City of Pomona	X	X		X	X
City of Upland		X		X	X
Cucamonga County Water District		X			X
Fontana Union Water Company		X		X	X
Fontana Water Company		X			
Jurupa Community Services District	X	X			
Marygold Mutual Water Company		X			
Monte Vista Irrigation Company					
Monte Vista Water District		X			
Mutual Water Co. of Glen Avon Heights	X	X		X	
San Antonio Water Company		X			X
San Bernardino County Prado Parks	X	X			
Santa Ana River Water Company		X			
Southern California Water Company					
West End Consolidated Water Company					
West San Bernardino County Water Dist					

Source: Chino Basin Water Resources Management Study, Final Runs
of the AR Module, Montgomery Watson, Inc.

EXHIBIT A
 DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
 1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
Al Goyenette		11/30/95	39.4	536
ALDEN HIGHSTREET		1/1/90	97.5	430
ALDEN HIGHSTREET		3/2/91	28.8	432
ALDEN HIGHSTREET		2/8/92	22.6	420
ALGER CATTLE CO.		1/1/90	93.0	520
ALGER CATTLE CO.		11/19/90	100.0	620
ALGER CATTLE CO.		1/19/92	57.6	450
ATLAS FARMS		1/1/90	31.0	240
ATLAS FARMS		1/1/90	58.0	290
ATLAS FARMS		1/1/90	58.0	290
ATLAS FARMS		1/1/90	58.0	NS
ATLAS FARMS		1/1/90	443.0	1200
ATLAS FARMS		11/19/90	63.3	316
ATLAS FARMS		11/19/90	83.4	372
ATLAS FARMS		11/19/90	178.0	684
ATLAS FARMS		3/2/91	442.0	1420
ATLAS FARMS		11/19/91	83.4	372
ATLAS FARMS		1/19/92	62.0	320
ATLAS FARMS		1/19/92	66.5	330
ATLAS FARMS		2/8/92	487.3	1370
B & H Repair		2/2/96	135.0	904
Ben Vander Laan		11/30/95	201.0	1720
Brad Leal		1/23/96	32.5	696
CASE SWARTS		3/16/91	24.5	280
CASE SWARTS		1/1/92	34.6	290
CBMWD RP3	7	3/23/90	62.4	391
CBMWD RP3	7	8/8/90	34.5	340
CBMWD RP3	7	2/19/92	45.2	314
CBMWD RP3	MS	3/23/90	45.0	373
CBMWD RP3	MS	8/8/90	32.3	360
CCWD	1	8/15/89	14.1	248
CCWD	1	8/13/90	16.6	203
CCWD	1	8/30/90	16.6	203
CCWD	3	8/15/89	9.2	249
CCWD	3	8/13/90	9.8	218
CCWD	3	8/30/90		218
CCWD	4	8/15/89	5.9	240
CCWD	4	8/13/90	5.1	198
CCWD	4	8/30/90		198
CCWD	5	8/15/89	2.7	267
CCWD	5	8/13/90	1.4	186
CCWD	5	8/30/90		186
CCWD	8	8/15/89	28.0	276
CCWD	8	8/30/90	28.0	276
CCWD	10	8/15/89	29.2	307
CCWD	10	8/13/90	24.4	228
CCWD	10	8/30/90	24.4	228
CCWD	12	8/13/90	29.7	191
CCWD	12	8/30/90	29.7	191
CCWD	13	8/15/89	21.9	283
CCWD	13	8/13/90	17.5	244
CCWD	13	8/30/90	17.5	244
CCWD	15	8/15/89	21.2	267
CCWD	15	8/13/90	17.6	236
CCWD	15	8/30/90	17.6	236
CCWD	16	8/15/89	92.7	277
CCWD	16	8/13/90	93.9	266
CCWD	16	8/30/90	93.9	266
CCWD	17	8/15/89	25.5	347
CCWD	17	8/13/90	30.7	312
CCWD	17	8/30/90	30.7	312
CCWD	19	8/15/89	26.0	212
CCWD	19	8/13/90	21.3	200
CCWD	19	8/30/90	21.3	201
CCWD	20	8/15/89	29.2	256
CCWD	20	8/13/90	21.4	201
CCWD	20	8/30/90	21.4	201
CCWD	21	8/15/89	43.6	271

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
CCWD	21	8/13/90	52.4	228
CCWD	21	8/30/90	52.4	228
CCWD	22	8/15/89	21.1	203
CCWD	22	8/13/90	20.3	191
CCWD	22	8/30/90	20.3	191
CCWD	23	8/15/89	43.3	341
CCWD	23	8/13/90	44.9	271
CCWD	23	8/30/90	44.9	271
CCWD	24	8/15/89	9.1	252
CCWD	24	8/30/90	9.1	252
CCWD	26	8/15/89	11.3	330
CCWD	26	8/13/90	11.7	258
CCWD	26	8/30/90	11.7	258
CCWD	30	8/15/89	11.6	248
CCWD	30	8/13/90	24.2	236
CCWD	30	8/30/90	24.2	236
CCWD	31	8/15/89	29.0	323
CCWD	31	8/13/90	32.4	242
CCWD	31	8/30/90	32.4	241
CCWD	33	8/15/89	33.2	335
CCWD	33	8/30/90	33.2	335
CCWD	Deer	8/15/89	3.3	252
CCWD	Deer	8/13/90	1.8	183
CCWD	Deer	8/30/90	1.8	183
CCWD	lamosa	8/15/89	0.8	236
CCWD	lamosa	8/13/90	1.0	210
CCWD	lamosa	8/30/90	<1.0	211
Chino	5	1/1/90	22.5	248
Chino	5	9/10/90	24.9	230
Chino	5	9/9/91	27.8	
Chino	6	1/1/90	12.4	190
Chino	6	9/10/90	11.2	223
Chino	6	9/9/91	14.5	
Chino	7	1/1/90	3.8	205
Chino	7	9/10/90	4.6	195
Chino	7	9/9/91	7.3	
Chino	9	1/1/90	48.2	271
Chino	9	9/10/90	43.3	270
Chino	9	9/9/91	55.4	
Chino	10	1/1/90	48.9	226
Chino	10	9/10/90	53.7	287
Chino	10	9/9/91	76.0	
Chino	11	1/1/90	16.2	273
Chino	11	9/10/90	14.8	218
Chino	11	9/9/91	18.1	
Chino	12	1/1/90	49.0	271
Chino	12	9/10/90	47.8	270
Chino	12	9/9/91	52.2	
Chino	13	9/10/90	31.2	264
Chino	13	9/9/91	37.7	
Chino	14	9/10/90	44.0	249
Chino	14	9/9/91	43.5	
Chino Hills	13	6/27/89	21.8	848
Chino Hills	13	2/14/91	110.4	775
Chino Hills	13	2/21/91	92.0	
Chino Hills	13	4/3/91	93.0	
Chino Hills	13	5/14/91	105.0	
Chino Hills	14	9/11/90	3.7	162
Chino Hills	14	2/22/91	8.3	171
Chino Hills	14	4/3/91	10.0	
Chino Hills	14	6/3/91	12.9	153
Chino Hills	15	2/9/90	1.3	136
Chino Hills	15	8/30/90	2.2	154
Chino Hills	15	1/23/91	7.3	148
Chino Hills	16	4/25/89	1.0	245
Chino Hills	16	5/29/90	1.0	218
Chino Hills	16	6/3/91	<1.0	200
Chino Hills	1-A	10/27/89	24.0	264

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrato-NO3 (mg/L)	TDS (mg/L)
Chino Hills	1-A	8/30/90	26.0	254
Chino Hills	1-A	6/3/91	23.2	208
Chino Hills	1-B	11/3/89	2.1	150
Chino Hills	1-B	8/30/90	2.3	145
Chino Hills	1-B	6/3/91	2.9	127
Chino Hills	15-B	6/3/91	4.6	131
Chino Hills	7-A	8/9/89	20.8	376
Chino Hills	7-A	2/25/91	22.0	
Chino Hills	7-A	4/3/91	23.1	
Chino Hills	7-A	6/3/91	22.6	308
Chino Hills	7-B	8/30/89	22.4	328
Chino Hills	7-B	8/30/90	21.0	377
Chino Hills	7-B	1/16/91	26.0	279
Chino Hills	7-B	2/25/91	19.0	
Chino Hills	7-B	6/3/91	22.5	247
CIM	3	4/10/96	46.0	280
CIM	4	4/10/96	129.0	484
CIM	5	4/10/96	192.0	776
CIM	6	4/10/96	51.7	348
CIM	7	4/10/96	68.3	440
CIM	8	4/10/96	1.0	128
CIM	9	4/10/96	173.0	848
CIM	11	4/10/96	20.9	281
CIM	13	4/10/96	44.6	350
CIM- DOM	1	2/23/89	24.4	250
CIM- DOM	1	11/29/90	50.0	475
CIM- DOM	11A	2/23/89	12.8	280
CIM- DOM	11A	11/29/90	19.0	290
CIM- DOM	1A	2/23/89	33.2	340
CIM- DOM	1A	11/29/90	32.0	335
CIM - IRR	4	2/23/89	48.0	310
CIM - IRR	4	5/22/91	101.0	480
CIM - IRR	4	4/30/92	124.0	490
CIM - IRR	5	2/23/89	242.0	860
CIM - IRR	5	5/22/91	224.0	980
CIM - IRR	5	4/30/92	283.5	1030
CIM - IRR	6	2/23/89	14.0	580
CIM - IRR	6	4/30/92	155.1	620
CIM - IRR	7	2/23/89	36.0	340
CIM - IRR	7	5/22/91	41.2	360
CIM - IRR	7	4/30/92	48.7	380
CIM - IRR	8	5/22/91	17.3	428
CIM - IRR	8	4/30/92	17.3	340
CIM - IRR	9	2/23/89	15.0	350
CIM - IRR	9	5/22/91	53.3	484
CIM - IRR	9	4/30/92	57.6	470
CIM - IRR	10	2/23/89	62.0	460
CIM - IRR	10	5/22/91	68.8	516
CIM - IRR	10	4/30/92	75.3	490
CIM - IRR	12	2/23/89	106.0	520
CIM - IRR	12	5/22/91	84.6	372
CIM - IRR	12	4/30/92	84.2	390
CIM - IRR	13	2/23/89	17.0	240
CIM - IRR	13	5/22/91	25.1	288
CIM - IRR	13	4/30/92	27.5	300
CIW	1	1/1/90	32.3	290
CIW	2	1/1/90	124.0	810
CIW	3	1/1/90	48.7	550
CIW	4	1/1/90	24.8	360
CIW	5	1/1/90	208.0	1300
CROSSROADS AUTO DISMANTLERS		1/1/90	27.0	380
CROSSROADS AUTO DISMANTLERS		11/19/90	30.4	264
CROSSROADS AUTO DISMANTLERS		1/19/92	23.0	280
Crossroads Dismantlers		1/16/96	35.9	280
CYC	NORTH	1/1/90	66.5	NA
CYC	NORTH	3/27/90	NA	460
CYC	SOUTH	1/1/90	93.0	NA
CYC	SOUTH	3/27/90	NA	590

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
Dick Vander Meer		1/23/96	234.0	1020
DONALD CADLINI		1/1/90	216.0	840
DONALD CADLINI		2/16/91	218.0	1020
DONALD CADLINI		2/1/92	221.5	980
Donald Cadlini		1/23/96	451.0	2280
EL PRADO DAIRY		1/1/90	27.0	300
EL PRADO DAIRY		2/16/91	26.5	354
EL PRADO DAIRY		1/19/92	19.9	300
ENGLESMA		2/9/92	159.5	900
Enos Melio/Gldn W Dairy		1/23/96	52.4	452
Enter Name after Inspection		1/16/96	190.0	920
Fernando has details		2/2/96	146.0	696
Filippi Vineyards		1/1/90	31.4	NA
Filippi Vineyards		3/23/90	NA	310
Filippi Vineyards		8/1/90	31.4	320
FLAMINGO DAIRY		1/1/90	71.0	600
FLAMINGO DAIRY		2/16/91	82.9	764
FLAMINGO DAIRY		1/26/92	93.0	840
Fontana Union	11	12/5/89	NA	214
Fontana Union	11	1/1/90	18.6	NA
Fontana Union	16	1991	38.3	231
Fontana Union	16	12/5/89	NA	255
Fontana Union	16	1/1/90	32.5	NA
Fontana Union	17	1991	25.6	222
Fontana Union	17	12/5/89	NA	260
Fontana Union	17	1/1/90	28.4	NA
Fontana Union	17	8/1/90	29.0	270
Fontana Union	18	1991	18.5	199
Fontana Union	18	6/8/90	23.2	246
Fontana Union	20	1991	60.9	275
Fontana Union	20	12/5/89	NA	271
Fontana Union	20	1/1/90	31.7	NA
Fontana Union	20	6/8/90	NM	240
Fontana Union	21	1991	N/A	N/A
Fontana Union	21	12/5/89	NA	294
Fontana Union	21	1/1/90	52.2	NA
Fontana Union	21	6/7/90	NM	299
Fontana Union	22	12/5/89	NA	254
Fontana Union	22	1/1/90	19.5	NA
Fontana Union	30	1991	19.1	202
Fontana Union	30	12/5/89	24.7	258
Fontana Union	30	6/7/90	17.5	226
Fontana Union	31	12/5/89	8.6	246
Fontana Union	31	6/7/90	9.3	222
Fontana Union	34	1991	25.2	208
Fontana Union	34	12/5/89	25.6	262
Fontana Union	34	6/7/90	25.4	244
Fontana Union	39	1991	19.7	197
Fontana Union	39	12/5/89	3.6	217
Fontana Union	39	6/19/90	6.3	194
Frank Hilarides		1/16/96	18.7	236
G. WOODRUFF		3/17/91	47.5	936
G. WOODRUFF		2/9/92	48.7	820
Gail Woodruff		2/2/96	81.0	1160
Gene Koopman		1/23/96	182.0	904
GEORGE BORBA		1/1/90	239.0	720
GEORGE BORBA		3/2/91	243.0	704
GEORGE BORBA		2/8/92	225.9	790
George Borba		2/5/96	274.0	1150
George Zivelonghi		1/16/96	11.7	216
GREEN THUMB		3/30/91	18.9	356
GREEN THUMB		2/9/92	10.2	340
Green Thumb Ranch		2/5/96	22.9	192
HARRY WIERSEMA		1/1/90	182.0	620
HARRY WIERSEMA		3/2/91	184.0	864
HARRY WIERSEMA		2/8/92	181.6	900
Harry Wiersema		1/18/96	168.0	1160
HEIN HETTINGA		1/1/90	257.0	1250

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
HEIN HETTINGA		2/16/91	270.0	1690
HEIN HETTINGA		1/26/92	248.1	1450
Hein Hettinga		11/30/95	342.0	2280
HENRY A. GORZEMAN		1/1/90	97.0	1000
HENRY A. GORZEMAN		2/17/91	85.6	1190
HENRY A. GORZEMAN		2/1/92	93.0	1090
Henry Gorzeman		11/20/95	104.0	1330
Henry Gorzeman		11/30/95	92.8	1300
Henry Gorzeman		1/16/96	103.0	1160
Henry Gorzeman		1/18/96	99.1	1300
Henry Gorzeman		1/23/96	24.7	1270
Henry Gorzeman		2/2/96	147.0	1160
Henry Gorzeman		2/6/96	101.0	1300
HILARIDES DAIRY		3/16/91	12.2	196
HILARIDES DAIRY		2/8/92	12.0	210
Hogg Bros-Cal Livestk Equ		11/20/95	125.0	1420
HOGG BROTHERS		1/1/90	128.0	1050
HOGG BROTHERS		2/17/91	79.4	1200
HOGG BROTHERS		1/1/92	97.5	1180
J. W. KONING ESTATE		1/1/90	93.0	520
J. W. KONING ESTATE		2/16/91	119.0	824
J. W. KONING ESTATE		1/26/92	132.9	850
Jack Alewyn-User		2/5/96	16.0	492
JACK B. ROGERS		1/1/90	66.0	1100
JACK B. ROGERS		2/17/91	74.5	864
JACK B. ROGERS		1/1/92	66.5	810
JACK VAN LEEUWEN & SON		1/1/90	279.0	740
JACK VAN LEEUWEN & SON		2/24/91	256.0	952
JACK VAN LEEUWEN & SON		2/8/92	261.4	820
Jake Sieger		11/30/95	20.3	232
JAKE SLEGGERS		1/1/90	27.0	380
JAKE SLEGGERS		11/19/90	27.7	272
JAKE SLEGGERS		1/19/92	23.5	250
JCSD Ag. Well		1/1/90	25.0	240
JCSD Ag. Well		2/17/91	30.2	268
JGJ Joint Venture-Borba		11/20/95	106.0	508
JGJ Joint Venture-Borba		11/30/95	77.0	464
Joe Borba		1/16/96	60.2	364
Joe Borba		2/6/96	148.0	744
JOE C. FERREIRA, JR.		1/1/90	106.0	390
JOE C. FERREIRA, JR.		2/24/91	118.0	464
JOE C. FERREIRA, JR.		2/8/92	26.0	490
Joe Ferriera		1/16/96	121.0	544
JOHN ALLEN SCHONEVELD		1/1/90	168.0	550
JOHN ALLEN SCHONEVELD		2/17/91	172.0	764
JOHN ALLEN SCHONEVELD		2/1/92	163.9	690
John Allen Schoneveld		1/23/96	203.0	992
JOHN BORBA & SONS		1/1/90	53.0	360
JOHN BORBA & SONS		3/2/91	43.1	200
JOHN BORBA & SONS		2/8/92	75.3	410
JOHN JONGSMA		1/1/90	6.0	185
JOHN JONGSMA		2/22/91	39.0	336
JOHN JONGSMA		2/2/92	34.6	330
JOHN VAN LEEUWEN		1/1/90	111.0	680
JOHN VAN LEEUWEN		2/16/91	135.0	1070
JOHN VAN LEEUWEN		1/26/92	172.8	1120
John Van Leewen		11/30/95	108.0	960
John Vander Dussen		1/23/96	12.3	240
JOHN VANDER SCHAAF		1/1/90	230.0	730
JOHN VANDER SCHAAF		2/22/91	192.0	632
JOHN VANDER SCHAAF		2/2/92	203.8	800
JOSEPH A. BORBA		1/1/90	12.0	210
JOSEPH A. BORBA		1/1/90	49.0	330
JOSEPH A. BORBA		3/2/91	16.8	216
JOSEPH A. BORBA		3/2/91	52.1	180
JOSEPH A. BORBA		3/16/91	119.0	592
JOSEPH A. BORBA		2/2/92	14.2	230
JOSEPH A. BORBA		2/8/92	48.7	320

EXHIBIT A
 DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
 1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
JOSEPH A. BORBA		2/8/92	110.8	480
Jurupa	6	8/1/89	12.0	215
Jurupa	6	8/8/90	16.0	245
Jurupa	6	12/3/91	15.0	240
Jurupa	8	8/1/89	64.0	595
Jurupa	8	8/8/90	56.0	540
Jurupa	8	12/3/91	82.0	600
Jurupa	11	8/1/89	47.0	365
Jurupa	11	8/8/90	89.0	720
Jurupa	11	12/3/91	78.0	675
Jurupa	12	8/1/89	26.0	265
Jurupa	12	8/8/90	37.0	300
Jurupa	12	12/3/91	90.0	745
Jurupa	13	8/1/89	13.0	225
Jurupa	13	8/8/90	14.0	230
Jurupa	13	12/3/92	15.0	225
Jurupa	14	8/1/89	11.0	240
Jurupa	14	8/8/90	11.0	215
Jurupa	14	12/3/91	13.0	220
Jurupa	15	8/8/90	23.0	290
Jurupa	15	12/3/92	25.0	280
Jurupa	16	8/1/89	14.0	220
Jurupa	16	8/8/90	19.0	240
Jurupa	16	12/3/91	30.0	270
Jurupa Sky Country	1	8/1/89	19.0	580
Jurupa Sky Country	1	8/8/90	19.0	565
Kaiser	FW-5	1/1/90	48.7	360
Kaiser	FW-5	8/1/90	50.0	400
Kaiser	KOFS-1	1/1/90	NM	310
Kaiser	KOFS-1	8/1/90	32.1	320
Kaiser	KOFS-1	3/3/92	35.0	330
Kaiser	KSC#1	1/1/90	20.3	240
Kaiser	KSC#1	8/1/90	20.0	240
Kaiser	KSC#2	1/1/90	NM	230
Kaiser	MP1A	1/1/90	24.0	340
Kaiser	MP1A	8/1/90	23.3	350
Kaiser	MP1A	3/23/92	23.0	320
Kaiser	MP1B	1/1/90	29.0	1160
Kaiser	MP1B	8/1/90	28.4	1370
Kaiser	MP1C	1/1/90	36.0	320
Kaiser	MP1C	8/1/90	36.0	360
Kaiser	MP1C	3/23/92	33.7	490
Kaiser	MP1D	1/1/90	10.0	220
Kaiser	MP1D	8/1/90	9.4	230
Kaiser	MP1D	3/23/92	9.7	220
Kaiser	MP2A	1/1/90	30.0	750
Kaiser	MP2A	8/1/90	29.9	770
Kaiser	MP2A	3/9/92	34.1	670
Kaiser	MP2B	1/1/90	27.0	860
Kaiser	MP2B	6/1/90	27.9	860
Kaiser	MP2B	3/9/92	32.3	960
Kaiser	MP2C	1/1/90	21.0	290
Kaiser	MP2C	8/1/90	21.7	290
Kaiser	MP2C	3/9/92	27.5	350
Kaiser	MP2D	1/1/90	10.0	190
Kaiser	MP2D	8/1/90	10.1	220
Kaiser	MP2D	3/9/92	11.1	220
Kaiser	Plate Fab	1/1/90	27.4	310
Kaiser	Plate Fab	8/1/90	28.0	290
Kaiser	SP-3	1/1/90	31.9	360
Kaiser	SP-3	8/1/90	25.2	310
Kaiser	Struct. Fab	1/1/90	14.2	250
KURT ISELI		1/1/90	115.0	830
KURT ISELI		2/17/91	99.1	1140
KURT ISELI		2/1/92	22.0	930
L H	4	1/1/91	27.7	277
L. D. S. WELFARE RANCH		1/1/90	115.0	520
L. D. S. WELFARE RANCH		2/22/91	109.0	584

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
L. D. S. WELFARE RANCH		2/2/92	23.0	550
LDS Welfare Ranch		1/18/96	115.0	476
LEAL RANCHES		1/1/90	97.0	430
LEAL RANCHES		2/17/91	112.0	628
LEAL RANCHES		2/1/92	19.0	460
LEGACY RANCH		1/1/90	44.0	520
LEGACY RANCH		3/2/91	21.1	220
LEGACY RANCH		2/1/92	4.0	320
Margarito Rico		11/20/95	162.0	1300
Marygold	2	1/1/90	63.3	N/S
Marygold	4	1/1/90	58.0	N/S
Marygold	5	1/1/90	57.3	N/S
Marygold	5	2/26/90	60.0	290
Marygold	5	3/19/92	66.0	305
Milliken	M-1	3/2/90	4.8	330
Milliken	M-1	12/11/90	8.1	320
Milliken	M-1	11/5/91	7.0	315
Milliken	M-2	3/2/90	1.3	290
Milliken	M-2	12/11/90	3.0	250
Milliken	M-2	11/5/91	3.4	280
Milliken	M-2B	3/2/90	3.2	440
Milliken	M-2B	12/11/90	4.7	395
Milliken	M-2B	11/5/91	5.0	425
Milliken	M-3	3/2/90	1.9	320
Milliken	M-3	12/11/90	4.4	295
Milliken	M-3	11/5/91	4.8	290
Milliken	M-4	3/2/90	4.4	300
Milliken	M-4	12/11/90	7.7	285
Milliken	M-4	11/4/91	8.6	340
Mira Loma Space Ctr		2/2/96	13.6	220
MR. JOE CENOZ		1/1/90	106.0	400
MR. JOE CENOZ		2/24/91	113.0	520
MR. JOE CENOZ		2/2/92	29.0	500
MVCWD	1	1/1/90	15.5	552
MVCWD	1	1/1/91	122.0	504
MVCWD	4	1/1/91	45.2	352
MVCWD	5	1/1/90	19.8	212
MVCWD	5	1/1/91	16.9	216
MVCWD	6	1/1/90	57.0	320
MVCWD	6	1/1/91	47.8	312
MVCWD	10	1/1/90	20.5	264
MVCWD	10	1/1/91	40.7	252
MVCWD	11	1/1/91	30.1	352
MVCWD	19	1/1/90	15.8	208
MVCWD	19	1/1/91	17.4	200
MVCWD	20	1/1/90	16.7	240
MVCWD	20	1/1/91	14.9	200
Nick Van Vliet; O-Koning		11/30/95	154.0	1200
Norco	6	1/3/91	16.0	1330
Norco	6	8/15/91	27.0	1090
Norco	9	4/20/90	63.0	NM
Norco	9	8/8/90	73.0	475
Norco	10	4/20/90	56.0	NM
Norco	10	3/11/91	79.0	435
Norco	10	8/15/92	89.0	510
Norco	11	4/20/90	46.0	NM
Norco	11	3/11/91	51.0	335
Norco	11	8/15/91	60.0	375
Ontario	3	1/1/90	18.0	195
Ontario	3	11/6/90	18.0	230
Ontario	3	8/1/91	14.0	215
Ontario	4	1/1/90	21.0	240
Ontario	4	10/25/90	21.0	250
Ontario	4	8/1/91	18.0	230
Ontario	6	1/1/90	17.0	230
Ontario	7	1/1/90	16.0	210
Ontario	7	10/30/90	16.0	265
Ontario	7	10/30/90	16.0	265

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
Ontario	9	1/1/90	34.0	230
Ontario	9	10/25/90	34.0	245
Ontario	9	8/1/91	41.0	285
Ontario	11	1/1/90	3.0	165
Ontario	11	10/30/90	3.0	190
Ontario	11	7/30/91	4.0	205
Ontario	15	1/1/90	18.0	225
Ontario	15	10/25/90	18.0	215
Ontario	15	8/20/91	20.0	195
Ontario	16	1/1/90	7.0	205
Ontario	16	10/23/90	7.0	195
Ontario	16	8/7/91	4.0	215
Ontario	17	1/1/90	12.0	225
Ontario	17	10/30/90	12.0	155
Ontario	17	7/30/91	13.0	220
Ontario	18	1/1/90	23.0	245
Ontario	18	11/6/90	23.0	235
Ontario	18	8/1/91	28.0	260
Ontario	19	1/1/90	27.0	285
Ontario	19	8/1/91	26.0	320
Ontario	20	1/1/90	8.0	225
Ontario	20	8/15/91	8.0	225
Ontario	21	1/1/90	31.0	295
Ontario	21	8/20/91	50.0	305
Ontario	24	1/1/90	5.0	170
Ontario	24	11/1/90	5.0	185
Ontario	24	8/22/91	3.0	190
Ontario	25	1/1/90	6.0	350
Ontario	25	11/1/90	6.0	230
Ontario	25	8/7/91	9.0	245
Ontario	26	1/1/90	12.0	240
Ontario	26	11/1/90	8.0	225
Ontario	26	8/6/91	4.0	190
Ontario	27	1/1/90	12.0	255
Ontario	29	1/1/90	5.0	195
Ontario	29	10/30/90	5.0	170
Ontario	29	8/6/91	9.0	205
Ontario	30	1/1/90	18.0	420
Ontario	30	10/23/90	18.0	440
Ontario	30	8/6/91	16.0	445
Ontario	31	1/1/90	17.0	215
Ontario	31	11/1/90	17.0	265
Ontario	31	8/6/91	20.0	235
Ontario	33	1/1/90	5.0	205
Ontario	33	10/23/90	5.0	185
Ontario	33	8/20/91	6.0	185
Ontario	34	1/1/90	3.0	180
Ontario	34	10/25/90	3.0	190
Ontario	34	8/20/91	3.0	190
Ontario	35	10/25/90	3.0	240
Ontario	35	8/20/91	3.0	185
Ontario	36	11/8/90	3.0	190
Ontario	36	8/7/91	4.0	200
Ontario	SAWC	11/6/90	48.0	270
Ontario	SAWC	8/13/91	51.0	275
PAT F. VERNOLA		1/1/90	80.0	440
PAT F. VERNOLA		2/17/91	86.4	572
PAT F. VERNOLA		1/1/92	25.3	270
Pat Vernola		11/30/95	33.3	290
PETE HOOGEBOOM		1/1/90	142.0	740
PETE HOOGEBOOM		2/16/91	294.0	1680
PETE HOOGEBOOM		1/26/92	30.0	890
Pete Parella(Legacy Ranch		1/16/96	43.0	536
PETRISSANS BROS. DAIRY		1/1/90	23.0	370
PETRISSANS BROS. DAIRY		11/19/90	24.8	268
PETRISSANS BROS. DAIRY		1/19/92	4.6	250
Pomona	2	1/1/90	38.5	NM
Pomona	2	1/1/91	NM	325

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
Pomona	2	3/5/91	36.3	325
Pomona	3	1/1/90	46.1	NM
Pomona	3	1/1/91	NM	355
Pomona	3	3/19/91	57.3	310
Pomona	4	1/1/90	53.2	NM
Pomona	4	12/4/90	59.0	NA
Pomona	4	1/1/91	NA	316
Pomona	4	3/6/91	62.9	400
Pomona	5	1/1/90	71.2	NM
Pomona	5	1/1/91	NA	412
Pomona	5	1/15/91	78.2	NA
Pomona	5	3/19/91	81.3	410
Pomona	6	1/1/90	96.6	NM
Pomona	6	1/1/91	NM	428
Pomona	6	3/12/91	87.7	400
Pomona	7	1/1/90	55.4	NM
Pomona	7	1/1/91	NM	323
Pomona	7	3/4/91	59.2	275
Pomona	9	1/1/90	64.3	NM
Pomona	9	1/1/91	NM	400
Pomona	9	3/5/91	57.7	415
Pomona	10	1/1/90	35.1	NM
Pomona	10	1/1/91	NM	296
Pomona	10	3/4/91	36.1	300
Pomona	11	1/1/90	91.3	NM
Pomona	11	1/1/91	NM	507
Pomona	11	3/19/91	86.0	440
Pomona	12	1/1/90	88.6	NM
Pomona	12	1/1/91	NM	504
Pomona	12	3/19/91	94.3	420
Pomona	13	1/1/90	26.1	NM
Pomona	13	1/1/91	NM	293
Pomona	13	3/12/91	31.0	250
Pomona	14	1/1/90	62.5	NM
Pomona	14	1/1/91	NM	379
Pomona	14	3/11/91	67.8	335
Pomona	15	1/1/90	89.1	325
Pomona	15	1/22/91	63.0	NM
Pomona	15	3/11/91	60.8	315
Pomona	16	1/1/90	74.9	NM
Pomona	16	1/1/91	NA	453
Pomona	16	1/22/91	75.7	NA
Pomona	16	3/6/91	76.2	450
Pomona	17	1/1/90	55.8	NM
Pomona	17	1/1/91	NA	336
Pomona	17	1/15/91	56.4	NA
Pomona	17	3/11/91	57.1	290
Pomona	18	1/1/90	75.0	395
Pomona	18	10/23/90	66.7	NM
Pomona	18	3/19/91	83.3	400
Pomona	19	1/1/90	58.0	NM
Pomona	19	10/31/90	55.9	NA
Pomona	19	1/1/91	NA	697
Pomona	20	1/1/90	65.1	NM
Pomona	20	1/1/91	NM	403
Pomona	20	3/4/91	63.0	400
Pomona	21	1/1/90	27.3	NM
Pomona	21	10/23/90	27.0	NA
Pomona	21	1/1/91	NA	403
Pomona	21	3/11/91	28.5	365
Pomona	22	1/1/90	77.4	595
Pomona	22	3/12/91	56.6	550
Pomona	23	1/1/90	39.6	NM
Pomona	23	12/5/90	44.8	NA
Pomona	23	1/1/91	NA	254
Pomona	23	3/6/91	50.7	315
Pomona	24	1/1/90	45.6	NM
Pomona	24	10/23/90	47.9	NA

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
Pomona	24	1/1/91	NA	387
Pomona	24	3/11/91	48.7	330
Pomona	25	1/1/90	47.3	NM
Pomona	25	6/10/90	34.5	NA
Pomona	25	1/1/91	NA	276
Pomona	25	3/6/91	34.2	240
Pomona	26	1/1/90	49.5	NM
Pomona	26	12/11/90	61.0	NA
Pomona	26	1/1/91	NA	257
Pomona	26	3/6/91	53.1	300
Pomona	27	1/1/90	16.6	NM
Pomona	27	12/5/90	14.6	NA
Pomona	27	1/1/91	NA	222
Pomona	27	3/4/91	15.5	237
Pomona	28	1/1/90	23.1	NM
Pomona	28	12/31/90	22.5	NA
Pomona	28	1/1/91	NA	719
Pomona	28	3/12/91	20.4	600
Pomona	29	1/1/90	18.9	NM
Pomona	29	12/31/90	17.1	NA
Pomona	29	1/1/91	NA	272
Pomona	29	4/10/91	19.0	276
Pomona	30	1/1/90	6.7	NM
Pomona	30	1/1/91	NM	143
Pomona	30	3/5/91	9.0	190
Pomona	31	1/1/90	71.4	NM
Pomona	31	1/1/91	NM	493
Pomona	33	3/11/91	52.1	340
Pomona	T1	1/1/90	13.7	NM
Pomona	T1	1/1/91	NM	213
Pomona	T1	6/25/91	12.4	176
Pomona	T2	1/1/90	16.8	NM
Pomona	T2	1/1/91	NM	225
Pomona	T2	3/4/91	14.9	217
Pomona	T3	1/1/90	15.9	NM
Pomona	T3	1/1/91	NM	238
Pomona	T3	3/4/91	12.7	240
Pomona	T4	1/1/90	11.2	NM
Pomona	T4	3/5/91	13.1	220
Ric/Tom Borba		11/20/95	47.3	504
Ron Verhoeven(Lessee)		1/16/96	77.5	552
RUBEN CORTEZ		1/1/90	217.0	570
RUBEN CORTEZ		2/22/91	224.0	932
RUBEN CORTEZ		2/1/92	50.0	860
RUDY HARINGA		1/1/90	275.0	950
RUDY HARINGA		2/22/91	263.0	1030
RUDY HARINGA		2/2/92	59.0	910
Rudy Haringa		1/18/96	297.0	1370
San Gabriel Water Co	22A	4/28/90	10.0	209
San Gabriel Water Co	23A	2/15/91	12.6	207
San Gabriel Water Co	7A	5/14/90	7.3	218
SARWC	3	1/1/90	120.0	615
SARWC	3	1/1/91	97.0	695
SARWC	3	3/9/92	100.0	
SARWC	7	1/1/90	16.0	635
SARWC	7	1/1/91	13.0	625
SARWC	7	3/2/92	14.0	
SARWC	8	1/1/90	24.0	555
SARWC	1A	1/1/90	11.0	465
SARWC	1A	1/1/91	25.0	510
SARWC	1A	3/9/92	15.0	
SARWC	3A	1/1/90	110.0	660
SARWC	3A	1/1/91	92.0	670
SARWC	3A	3/9/92	99.0	
SAWC	2	1/1/90	23.0	NM
SAWC	2	1/1/91	20.6	246
SAWC	3	1/1/90	19.9	232
SAWC	3	1/1/91	27.5	242

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
SAWC	4	1/1/90	44.0	NM
SAWC	4	1/1/91	42.2	235
SAWC	15	1/1/91	11.9	238
SAWC	18	1/1/90	81.0	214
SAWC	21	1/1/90	92.0	332
SAWC	22	1/1/90	22.0	236
SAWC	22	1/1/91	21.0	224
SAWC	24	1/1/90	21.0	NM
SAWC	24	1/1/91	16.5	213
SAWC	25	1/1/91	64.1	329
SAWC	26	1/1/91	27.2	267
SAWC	27	1/1/91	39.7	276
SAWC	31	1/1/90	36.0	NM
SAWC	31	1/1/91	42.3	258
SAWC	32	1/1/91	4.5	228
SBCWWB	13	6/27/89	21.8	848
SBCWWB	13	8/30/90	75.9	939
SBCWWB	14	9/11/90	3.7	162
SBCWWB	1-A	10/27/89	24.0	264
SBCWWB	1-A	8/30/90	26.0	254
SBCWWB	1-B	11/3/89	2.1	348
SBCWWB	1-B	8/30/90	2.3	145
SBCWWB	15-A	8/30/90	2.2	154
SBCWWB	7-A	8/30/89	20.8	376
SBCWWB	7-A	8/30/90	23.0	377
SBCWWB	7-B	8/30/89	22.4	328
SBCWWB	7-B	8/30/90	21.0	377
SC Edison	Center	1/1/90	12.4	200
SC Edison	Center	8/1/90	11.7	240
SC Edison	East	1/1/90	8.0	N/S
SC Edison	West	1/1/90	9.8	N/S
Schoneveld Dairy		1/18/96	116.0	716
SCWC	ALA-02	2/12/92	26.3	211
SCWC	BER-01	2/5/92	15.0	238
SCWC	BOU-01	2/19/92	19.7	190
SCWC	CAM-01	2/19/92	97.5	429
SCWC	COL-01	2/12/92	5.6	185
SCWC	DEL-01	2/12/92	13.7	185
SCWC	DEL-02	2/19/92	11.3	231
SCWC	DEL-03	2/5/92	15.2	197
SCWC	DEL-04	5/6/91	10.5	179
SCWC	DRE-01	2/12/92	33.0	223
SCWC	FAI-01	2/5/92	16.6	188
SCWC	GAR-01	2/19/92	38.9	297
SCWC	GRE-01	2/12/92	9.4	152
SCWC	HAR-01	2/5/92	22.0	311
SCWC	IND-03	2/5/92	57.4	358
SCWC	MARG-01	2/5/92	12.3	228
SCWC	MARLBORO	2/5/92	33.6	226
SCWC	MIL-01	2/12/92	18.0	201
SCWC	MIR-03	2/19/92	11.2	181
SCWC	MIR-05	2/19/92	25.4	204
SCWC	MOUNTAIN	6/20/90	10.3	254
SCWC	MOUNTAIN	2/19/92	5.7	192
SCWC	POMEL-01	2/19/92	24.9	235
SCWC	POMEL-04	2/5/92	31.3	230
SCWC	POMER-01	4/24/90	42.9	537
SCWC	POMER-01	2/12/92	39.7	549
SCWC	RIC-160	2/5/92	58.1	344
SCWC	SUM-01	2/19/92	110.0	516
SIMMS		2/9/92	181.6	710
SPACE CENTER MIRA LOMA, INC.		1/1/90	25.0	340
SPACE CENTER MIRA LOMA, INC.		11/19/90	25.4	256
STATE-CALIF INST. FOR WOMEN		1/1/90	27.0	550
Sunkist	1	5/23/89	30.1	
Sunkist	1	8/24/89	35.0	265
Sunkist	1	11/14/89	38.5	
Sunkist	1	1/30/90	18.5	186

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
Sunkist	1	1/30/90	11.1	186
Sunkist	1	1/30/90	35.4	
Sunkist	1	4/3/90	35.0	
Sunkist	1	6/5/90	36.5	
Sunkist	1	8/27/90	NA	290
Sunkist	1	8/27/90	38.0	290
Sunkist	1	12/17/90	18.5	
Sunkist	1	12/17/90	18.5	NA
Sunkist	1	4/11/91	39.0	250
Sunkist	1	9/26/91	40.0	285
Sunkist	1	12/11/91	41.0	265
Sunkist	1	1/14/92	41.0	305
Sunkist	2	5/23/89	37.4	
Sunkist	2	7/20/89	35.0	
Sunkist	2	11/14/89	37.8	
Sunkist	2	2/21/90	11.8	
Sunkist	2	4/3/90	38.8	
SYBRAND VANDER DUSSEN, SR.		1/1/90	10.0	210
SYBRAND VANDER DUSSEN, SR.		2/17/91	8.6	204
SYBRAND VANDER DUSSEN, SR.		2/1/92	8.0	180
TED KOOPMAN		1/1/90	142.0	530
TED KOOPMAN		2/22/91	154.0	762
TED KOOPMAN		2/2/92	177.2	700
TOLLMARK CORP.		1/1/90	159.0	700
TOLLMARK CORP.		2/16/91	125.0	736
TOLLMARK CORP.		1/26/92	88.6	550
UNKNOWN		1/1/90	106.0	430
UNKNOWN		2/24/91	16.5	220
UNKNOWN		2/2/92	0.0	230
Upland	2	1/1/90	4.2	261
Upland	2	1/1/91	6.8	232
Upland	2	2/5/92	5.1	
Upland	3	1/1/90	90.0	410
Upland	3	1/1/91	68.7	307
Upland	3	4/21/92	87.9	
Upland	5	1/1/90	15.0	275
Upland	5	1/1/91	32.2	296
Upland	5	4/17/92	24.0	
Upland	7	1/1/90	18.1	237
Upland	7	1/1/91	21.9	240
Upland	7	4/17/92	21.0	
Upland	8	1/1/90	74.8	333
Upland	8	1/1/91	27.0	365
Upland	8	4/21/92	87.3	
Upland	9	1/1/90	29.2	237
Upland	9	1/1/91	31.4	248
Upland	9	4/17/92	27.9	
Upland	13	1/1/90	81.0	410
Upland	13	1/1/91	85.2	365
Upland	13	4/21/92	81.6	
Upland	1A	1/1/91	9.4	401
Upland	1A	2/5/92	7.7	
Ursala Bartel		11/30/95	64.7	416
V. W. RASNER		3/17/91	55.4	908
V. W. RASNER		2/9/92	43.9	800
V. W. Rasner		2/2/96	59.7	996
W. R. CRAMER		1/1/90	27.0	510
W. R. CRAMER		2/17/91	37.0	632
W. R. CRAMER		2/1/92	53.2	830
WALTER P. BRITSCHGI		1/1/90	346.0	1050
WALTER P. BRITSCHGI		2/22/91	113.0	564
WEC	3	1/1/91	6.6	205
WEC	4	1/1/91	6.6	209
WILLIAM HARINGA		1/1/90	49.0	300
WILLIAM HARINGA		2/24/91	44.1	348
WILLIAM HARINGA		2/2/92	41.6	320
William Haringa		11/20/95	44.4	452
William Verhoeven		11/20/95	362.0	1420

EXHIBIT A
DECLARATION BY MARK J. WILDERMUTH, 3/7/97

Nitrate and TDS Monitoring Data in Chino Basin
1989 - 1996

Well Owner	Owner ID	Sample Date	Nitrate-NO3 (mg/L)	TDS (mg/L)
Wm. Cramer c/o Jim Trask		2/2/96	88.9	936
		11/19/90	24.8	268
		11/19/90	25.4	256
		11/19/90	27.7	272
		11/19/90	30.4	264
		11/19/90	63.3	316
		11/19/90	83.4	372
		11/19/90	100.0	620
		11/19/90	178.0	684
		3/16/91	12.2	196
		3/16/91	24.5	288
		3/17/91	55.4	908
		3/30/91	18.9	356
		3/30/91	145.0	828
		2/9/92	101.9	490
		3/17/96	47.5	936

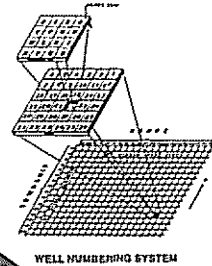
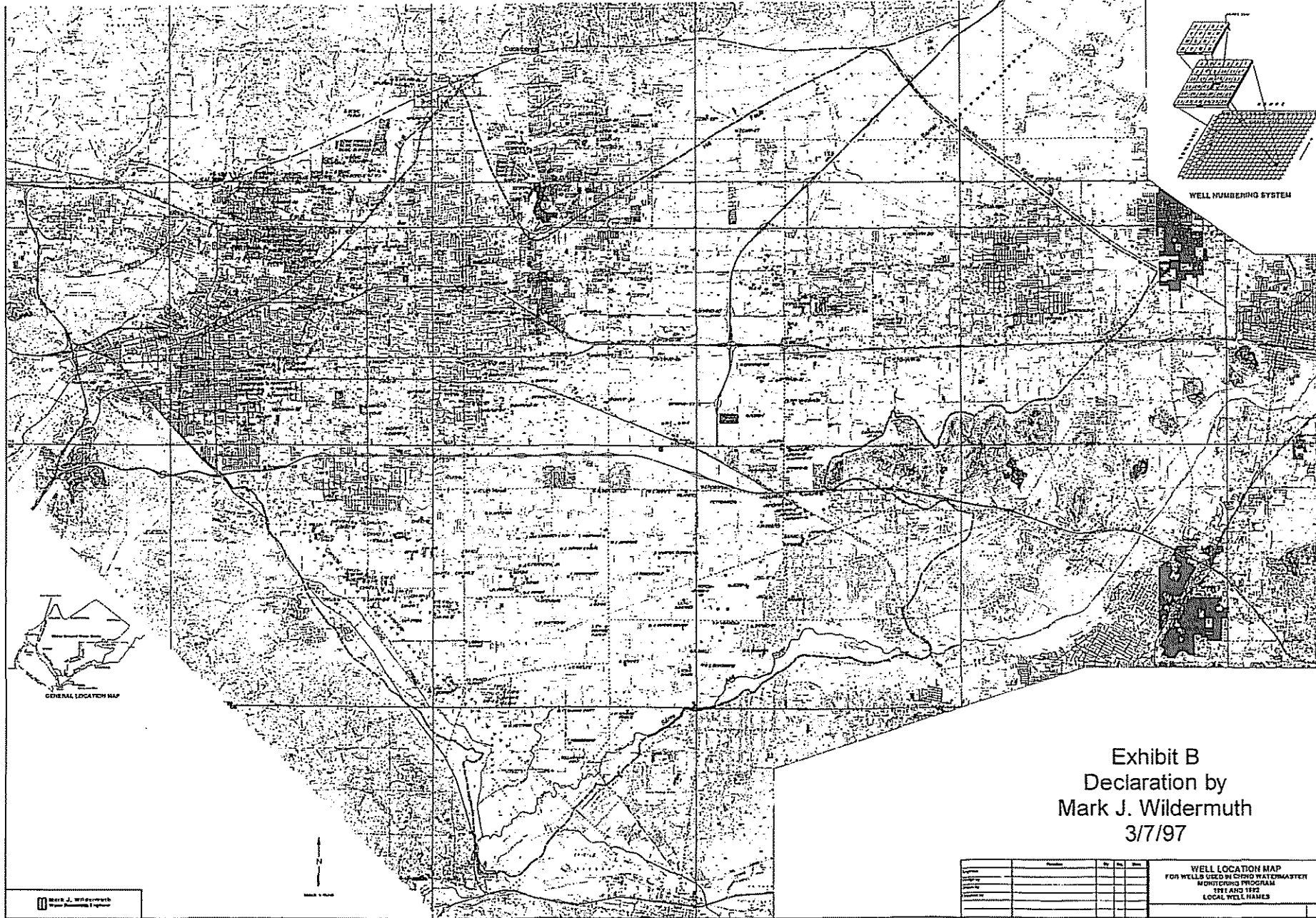


Exhibit B
 Declaration by
 Mark J. Wildermuth
 3/7/97

Mark J. Wildermuth
 Water Resources Engineer

Well No.	Location	Depth	Notes

WELL LOCATION MAP
 FOR WELLS USED IN CHINA WATERMASTER
 IN DRUG STORE PROGRAM
 1991 AND 1992
 LOCAL WELL NAMES

EXHIBIT C
WATER QUALITY ISSUES BY PRODUCER

Producer	Water Quality Issues				
	TDS	Nitrate	Metals	VOC's	DBCP
<i>Overlying Agricultural Pool</i>					
Agricultural Area South of HW-60	X	X		X	
<i>Overlying Non-Agricultural Pool</i>					
Ameron Steel Products					
Angelica Rental Service					
California Steel Industries			X	X	
Calmat Company					
Kaiser Resources	X				
Mira Loma Space Center					
Praxair	X		X		
Quaker Chemical					
San Bernardino Co. Dept. of Airports	X	X		X	
Southern California Edison					
Sunkist Growers					
Swan Lake	X	X			
<i>Appropriative Pool</i>					
Arrowhead Mountain Spring Water Company					
Chino Basin MWD					
City of Chino		X			
City of Chino Hills		X			
City of Norco	X	X			
City of Ontario	X	X	X	X	X
City of Pomona	X	X		X	X
City of Upland		X		X	X
Cucamonga County Water District		X			X
Fontana Union Water Company		X		X	X
Fontana Water Company		X			
Jurupa Community Services District	X	X			
Marygold Mutual Water Company		X			
Monte Vista Irrigation Company					
Monte Vista Water District		X			
Mutual Water Co. of Glen Avon Heights	X	X		X	
San Antonio Water Company		X			X
San Bernardino County Prado Parks	X	X			
Santa Ana River Water Company		X			
Southern California Water Company					
West End Consolidated Water Company					
West San Bernardino County Water Dist					

Source: Chino Basin Water Resources Management Study, Final Runs
of the AR Module, Montgomery Watson, Inc.

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	Summary Overlying Non-Ag Storage Accounting						Year	Summary Appropriative Storage Accounting					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage
1978 / 79	318	0	318	3	315	-3	1978 / 79	0	0	0	0	0	0
1979 / 80	318	0	636	10	623	-13	1979 / 80	5,336	0	5,336	54	5,282	-54
1980 / 81	421	0	1,057	17	1,027	-30	1980 / 81	3,582	0	8,918	144	8,720	-198
1981 / 82	875	0	1,932	30	1,872	-59	1981 / 82	94	0	9,012	178	8,636	-376
1982 / 83	2,079	0	4,011	59	3,892	-119	1982 / 83	2,765	0	11,776	203	11,197	-579
1983 / 84	3,891	0	7,902	119	7,665	-237	1983 / 84	7,307	0	19,083	301	18,203	-881
1984 / 85	4,875	0	12,777	205	12,335	-442	1984 / 85	12,402	615	30,871	489	29,501	-1,370
1985 / 86	4,110	0	16,887	292	16,153	-734	1985 / 86	11,987	106	42,752	719	40,663	-2,089
1986 / 87	4,846	0	21,733	377	20,621	-1,111	1986 / 87	16,490	10,499	48,744	886	45,768	-2,975
1987 / 88	4,395	0	26,128	463	24,553	-1,575	1987 / 88	50,608	0	99,352	1,443	94,934	-4,418
1988 / 89	3,881	0	30,009	538	27,896	-2,112	1988 / 89	35,044	22,701	111,694	2,052	105,224	-6,471
1989 / 90	2,578	0	32,587	592	29,882	-2,705	1989 / 90	12,663	10,575	113,782	2,157	105,154	-8,628
1990 / 91	2,474	0	35,060	632	31,724	-3,337	1990 / 91	20,124	2,298	131,609	2,316	120,665	-10,943
1991 / 92	2,921	547	37,434	668	33,430	-4,005	1991 / 92	26,321	2,426	155,505	2,692	141,869	-13,636
1992 / 93	3,046	1,145	39,336	698	34,633	-4,703	1992 / 93	25,665	0	181,169	3,140	164,393	-16,776
1993 / 94	2,542	2	41,876	729	36,445	-5,431	1993 / 94	11,498	21,887	170,780	3,232	150,772	-20,008

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	Cyclic Storage Accounting						Year	MWD Trust Storage					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow 0.0203	Estimated End of Period Storage	Difference in Storage		CCWD	Ontario	Estimated End of Period Storage	Losses to Baseflow	Estimated End of Period Storage	Difference in Storage
1978 / 79	15,757	0	15,757	160	15,597	-160	1978 / 79	0	0	0	0	0	0
1979 / 80	14,243	10,678	19,322	353	18,810	-513	1979 / 80	0	0	0	0	0	0
1980 / 81	8,662	3,021	24,963	439	24,012	-952	1980 / 81	0	0	0	0	0	0
1981 / 82	5,047	2,454	27,557	514	26,091	-1,466	1981 / 82	0	0	0	0	0	0
1982 / 83	15,501	0	43,058	687	40,906	-2,153	1982 / 83	0	0	0	0	0	0
1983 / 84	7,960	0	51,018	911	47,954	-3,064	1983 / 84	0	0	0	0	0	0
1984 / 85	8,709	0	59,727	1,062	55,601	-4,126	1984 / 85	0	0	0	0	0	0
1985 / 86	2,095	0	61,822	1,150	56,546	-5,276	1985 / 86	0	0	0	0	0	0
1986 / 87	9,921	3,521	68,221	1,213	61,733	-6,488	1986 / 87	0	0	0	0	0	0
1987 / 88	0	12,512	55,709	1,126	48,094	-7,615	1987 / 88	3,033	4,640	7,674	78	7,596	-78
1988 / 89	0	7,922	47,787	896	39,276	-8,511	1988 / 89	5,065	1,360	14,098	219	13,801	-297
1989 / 90	0	19,324	28,463	601	19,351	-9,112	1989 / 90	11,501	4,876	30,475	446	29,732	-744
1990 / 91	503	0	28,966	398	19,456	-9,510	1990 / 91	11,350	3,579	45,405	755	43,906	-1,499
1991 / 92	54,371	63,131	20,206	306	10,391	-9,816	1991 / 92	0	0	0	0	0	0
1992 / 93	1,677	21,884	0	6	-9,822	-9,822	1992 / 93	0	0	0	0	0	0
1993 / 94	18,767	0	18,767	381	8,565	-10,202	1993 / 94	0	0	0	0	0	0

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	Chino Local Storage Account						Year	CCWD Local Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	0	0	0	0	1981 / 82	0	0	0	0	0	0
1982 / 83	0	0	0	0	0	0	1982 / 83	644	0	644	7	638	-7
1983 / 84	75	0	75	1	75	-1	1983 / 84	1,900	0	2,544	32	2,505	-39
1984 / 85	0	0	75	2	73	-2	1984 / 85	0	615	1,929	45	1,846	-83
1985 / 86	0	0	75	1	72	-4	1985 / 86	2,424	0	4,354	62	4,208	-145
1986 / 87	0	0	75	1	70	-5	1986 / 87	5,460	0	9,814	141	9,527	-286
1987 / 88	0	0	75	1	69	-7	1987 / 88	17,820	0	27,634	374	26,973	-661
1988 / 89	0	0	75	1	67	-8	1988 / 89	16,281	0	43,915	713	42,542	-1,373
1989 / 90	0	0	75	1	66	-9	1989 / 90	0	10,575	33,340	756	31,211	-2,130
1990 / 91	0	0	75	1	65	-11	1990 / 91	0	2,298	31,043	610	28,303	-2,740
1991 / 92	1,000	0	1,075	11	1,053	-22	1991 / 92	3,529	0	34,571	610	31,221	-3,350
1992 / 93	0	0	1,075	21	1,032	-44	1992 / 93	1,678	0	36,249	651	32,248	-4,001
1993 / 94	1,000	0	2,075	31	2,001	-75	1993 / 94	0	0	36,249	655	31,594	-4,656

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	FUWC Local Storage Account						Year	FWC (SGWC) Local Storage Account						Year
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage	
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0	1978 /
1979 / 80	5,226	0	5,226	53	5,173	-53	1979 / 80	0	0	0	0	0	0	1979 /
1980 / 81	3,154	0	8,380	137	8,190	-190	1980 / 81	0	0	0	0	0	0	1980 /
1981 / 82	94	0	8,474	167	8,117	-357	1981 / 82	0	0	0	0	0	0	1981 /
1982 / 83	2,121	0	10,595	186	10,051	-544	1982 / 83	0	0	0	0	0	0	1982 /
1983 / 84	3,978	0	14,573	244	13,785	-788	1983 / 84	0	0	0	0	0	0	1983 /
1984 / 85	6,983	0	21,556	351	20,417	-1,139	1984 / 85	0	0	0	0	0	0	1984 /
1985 / 86	3,913	0	25,468	454	23,876	-1,593	1985 / 86	0	0	0	0	0	0	1985 /
1986 / 87	0	10,499	14,969	378	12,998	-1,971	1986 / 87	0	0	0	0	0	0	1986 /
1987 / 88	7,732	0	22,701	342	20,388	-2,313	1987 / 88	0	0	0	0	0	0	1987 /
1988 / 89	0	22,701	0	183	-2,497	-2,497	1988 / 89	0	0	0	0	0	0	1988 /
1989 / 90	0	0	0	0	-2,497	-2,497	1989 / 90	0	0	0	0	0	0	1989 /
1990 / 91	0	0	0	0	-2,497	-2,497	1990 / 91	2,238	0	2,238	23	2,216	-23	1990 /
1991 / 92	0	0	0	0	-2,497	-2,497	1991 / 92	0	2,238	0	22	-45	-45	1991 /
1992 / 93	0	0	0	0	-2,497	-2,497	1992 / 93	0	0	0	0	-45	-45	1992 /
1993 / 94	0	0	0	0	-2,497	-2,497	1993 / 94	2,315	0	2,315	0	2,270	-45	1993 /

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	----- JCS D Local Storage Account -----						Year	----- Local Storage Account -----					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	0	0	0	0	1981 / 82	0	0	0	0	0	0
1982 / 83	0	0	0	0	0	0	1982 / 83	0	0	0	0	0	0
1983 / 84	0	0	0	0	0	0	1983 / 84	0	0	0	0	0	0
1984 / 85	0	0	0	0	0	0	1984 / 85	0	0	0	0	0	0
1985 / 86	0	0	0	0	0	0	1985 / 86	0	0	0	0	0	0
1986 / 87	0	0	0	0	0	0	1986 / 87	0	0	0	0	0	0
1987 / 88	0	0	0	0	0	0	1987 / 88	0	0	0	0	0	0
1988 / 89	0	0	0	0	0	0	1988 / 89	0	0	0	0	0	0
1989 / 90	0	0	0	0	0	0	1989 / 90	0	0	0	0	0	0
1990 / 91	0	0	0	0	0	0	1990 / 91	0	0	0	0	0	0
1991 / 92	0	0	0	0	0	0	1991 / 92	0	0	0	0	0	0
1992 / 93	0	0	0	0	0	0	1992 / 93	0	0	0	0	0	0
1993 / 94	0	0	0	0	0	0	1993 / 94	0	0	0	0	0	0

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	MWCGAH Local Storage Account						Year	Norco Local Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	0	0	0	0	1981 / 82	0	0	0	0	0	0
1982 / 83	0	0	0	0	0	0	1982 / 83	0	0	0	0	0	0
1983 / 84	0	0	0	0	0	0	1983 / 84	0	0	0	0	0	0
1984 / 85	0	0	0	0	0	0	1984 / 85	0	0	0	0	0	0
1985 / 86	0	0	0	0	0	0	1985 / 86	0	0	0	0	0	0
1986 / 87	0	0	0	0	0	0	1986 / 87	0	0	0	0	0	0
1987 / 88	0	0	0	0	0	0	1987 / 88	0	0	0	0	0	0
1988 / 89	0	0	0	0	0	0	1988 / 89	0	0	0	0	0	0
1989 / 90	57	0	57	1	56	-1	1989 / 90	0	0	0	0	0	0
1990 / 91	51	0	108	2	106	-2	1990 / 91	0	0	0	0	0	0
1991 / 92	0	0	108	2	104	-4	1991 / 92	0	0	0	0	0	0
1992 / 93	0	0	108	2	102	-6	1992 / 93	0	0	0	0	0	0
1993 / 94	0	0	108	2	100	-9	1993 / 94	0	0	0	0	0	0

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

----- MGWC Local Storage Account -----						
	Put	Take	Estimated End of Period Storage	Losses to Baseflow	Estimated End of Period Storage	Difference in Storage
79	0	0	0	0	0	0
80	0	0	0	0	0	0
81	0	0	0	0	0	0
82	0	0	0	0	0	0
83	0	0	0	0	0	0
84	0	0	0	0	0	0
85	106	0	106	1	105	-1
86	0	106	0	1	-2	-2
87	125	0	125	0	123	-2
88	865	0	990	11	976	-13
89	44	0	1,034	20	1,000	-34
90	146	0	1,180	22	1,124	-55
91	770	0	1,949	31	1,863	-86
92	992	0	2,941	48	2,807	-134
93	1,143	0	4,085	69	3,882	-203
94	0	1,887	2,198	60	1,936	-262

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

**Mark J. Wildermuth
Water Resources Engineer**

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	MVWD Local Storage Account						Year	MV Irr Co Local Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	0	0	0	0	1981 / 82	0	0	0	0	0	0
1982 / 83	0	0	0	0	0	0	1982 / 83	0	0	0	0	0	0
1983 / 84	0	0	0	0	0	0	1983 / 84	0	0	0	0	0	0
1984 / 85	0	0	0	0	0	0	1984 / 85	78	0	78	1	77	-1
1985 / 86	0	0	0	0	0	0	1985 / 86	0	0	78	2	76	-2
1986 / 87	0	0	0	0	0	0	1986 / 87	0	0	78	2	74	-4
1987 / 88	0	0	0	0	0	0	1987 / 88	162	0	240	3	233	-7
1988 / 89	0	0	0	0	0	0	1988 / 89	724	0	964	12	945	-19
1989 / 90	0	0	0	0	0	0	1989 / 90	355	0	1,319	23	1,277	-42
1990 / 91	329	0	329	3	326	-3	1990 / 91	786	0	2,105	34	2,029	-76
1991 / 92	0	0	329	7	319	-10	1991 / 92	0	187	1,918	39	1,803	-115
1992 / 93	1,699	0	2,028	24	1,994	-34	1992 / 93	907	0	2,825	46	2,664	-161
1993 / 94	2,406	0	4,434	65	4,335	-99	1993 / 94	354	0	3,179	58	2,961	-219

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	----- Ontario Local Storage Account -----						Year	----- Pomona Local Storage Account -----					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	0	0	0	0	1981 / 82	0	0	0	0	0	0
1982 / 83	0	0	0	0	0	0	1982 / 83	0	0	0	0	0	0
1983 / 84	0	0	0	0	0	0	1983 / 84	0	0	0	0	0	0
1984 / 85	0	0	0	0	0	0	1984 / 85	3,209	0	3,209	33	3,176	-33
1985 / 86	0	0	0	0	0	0	1985 / 86	1,563	0	4,772	80	4,659	-113
1986 / 87	0	0	0	0	0	0	1986 / 87	5,508	0	10,280	150	10,016	-263
1987 / 88	0	0	0	0	0	0	1987 / 88	13,428	0	23,708	340	23,105	-603
1988 / 89	10,000	0	10,000	102	9,899	-102	1988 / 89	2,162	0	25,870	491	24,776	-1,094
1989 / 90	0	0	10,000	201	9,698	-302	1989 / 90	4,198	0	30,068	546	28,428	-1,640
1990 / 91	0	0	10,000	197	9,501	-499	1990 / 91	9,464	0	39,532	673	37,219	-2,313
1991 / 92	0	0	10,000	193	9,308	-692	1991 / 92	7,647	0	47,179	833	44,033	-3,146
1992 / 93	0	0	10,000	189	9,119	-881	1992 / 93	9,526	0	56,705	991	52,569	-4,136
1993 / 94	0	0	10,000	185	8,934	-1,066	1993 / 94	0	20,000	36,705	864	31,704	-5,001

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	SAWC Local Storage Account						Year	Chino Hills Local Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	110	0	110	1	109	-1	1979 / 80	0	0	0	0	0	0
1980 / 81	428	0	538	7	530	-8	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	538	11	519	-18	1981 / 82	0	0	0	0	0	0
1982 / 83	0	0	538	11	509	-29	1982 / 83	0	0	0	0	0	0
1983 / 84	1,048	0	1,586	21	1,536	-50	1983 / 84	0	0	0	0	0	0
1984 / 85	901	0	2,487	40	2,397	-90	1984 / 85	489	0	489	5	484	-5
1985 / 86	914	0	3,401	58	3,253	-148	1985 / 86	2,264	0	2,753	33	2,715	-38
1986 / 87	1,315	0	4,716	79	4,489	-228	1986 / 87	3,166	0	5,919	87	5,794	-125
1987 / 88	2,437	0	7,153	116	6,810	-343	1987 / 88	4,975	0	10,894	168	10,601	-293
1988 / 89	1,089	0	8,242	149	7,750	-493	1988 / 89	2,032	0	12,925	236	12,396	-529
1989 / 90	1,802	0	10,044	176	9,376	-668	1989 / 90	1,885	0	14,811	271	14,011	-800
1990 / 91	1,987	0	12,032	211	11,153	-879	1990 / 91	363	0	15,173	288	14,085	-1,088
1991 / 92	1,507	0	13,539	242	12,418	-1,121	1991 / 92	1,301	0	16,474	299	15,087	-1,387
1992 / 93	1,607	0	15,146	268	13,757	-1,389	1992 / 93	250	0	16,724	309	15,028	-1,696
1993 / 94	1,791	0	16,937	297	15,251	-1,686	1993 / 94	361	0	17,084	309	15,080	-2,004

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	SARWC Local Storage Account						Year	SCWC Local Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	0	0	0	0	1981 / 82	0	0	0	0	0	0
1982 / 83	0	0	0	0	0	0	1982 / 83	0	0	0	0	0	0
1983 / 84	0	0	0	0	0	0	1983 / 84	0	0	0	0	0	0
1984 / 85	0	0	0	0	0	0	1984 / 85	0	0	0	0	0	0
1985 / 86	272	0	272	3	269	-3	1985 / 86	0	0	0	0	0	0
1986 / 87	0	0	272	5	264	-8	1986 / 87	0	0	0	0	0	0
1987 / 88	0	0	272	5	258	-14	1987 / 88	35	0	35	0	35	0
1988 / 89	0	0	272	5	253	-19	1988 / 89	0	0	35	1	34	-1
1989 / 90	0	0	272	5	248	-24	1989 / 90	0	0	35	1	33	-2
1990 / 91	0	0	272	5	243	-29	1990 / 91	134	0	169	2	165	-4
1991 / 92	0	0	272	5	238	-34	1991 / 92	81	0	250	4	242	-8
1992 / 93	0	0	272	5	233	-39	1992 / 93	389	0	639	9	622	-17
1993 / 94	0	0	272	5	228	-43	1993 / 94	480	0	1,119	18	1,085	-34

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	Upland Local Storage Account						Year	Watermaster Local Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	0	0	0	0	1981 / 82	0	0	0	0	0	0
1982 / 83	0	0	0	0	0	0	1982 / 83	0	0	0	0	0	0
1983 / 84	0	0	0	0	0	0	1983 / 84	0	0	0	0	0	0
1984 / 85	0	0	0	0	0	0	1984 / 85	0	0	0	0	0	0
1985 / 86	0	0	0	0	0	0	1985 / 86	0	0	0	0	0	0
1986 / 87	0	0	0	0	0	0	1986 / 87	0	0	0	0	0	0
1987 / 88	885	0	885	9	876	-9	1987 / 88	0	0	0	0	0	0
1988 / 89	1,341	0	2,226	31	2,185	-40	1988 / 89	0	0	0	0	0	0
1989 / 90	2,260	0	4,486	67	4,378	-108	1989 / 90	0	0	0	0	0	0
1990 / 91	1,475	0	5,961	104	5,749	-212	1990 / 91	0	0	0	0	0	0
1991 / 92	1,815	0	7,775	135	7,429	-347	1991 / 92	5,862	0	5,862	59	5,803	-59
1992 / 93	1,741	0	9,517	168	9,001	-515	1992 / 93	3,906	0	9,768	157	9,551	-217
1993 / 94	0	0	9,517	183	8,819	-698	1993 / 94	1,181	0	10,949	206	10,526	-423

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	WECWC Local Storage Account						Year	WSBCWD Local Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	0	0	0	0	1981 / 82	0	0	0	0	0	0
1982 / 83	0	0	0	0	0	0	1982 / 83	0	0	0	0	0	0
1983 / 84	305	0	305	3	302	-3	1983 / 84	0	0	0	0	0	0
1984 / 85	637	0	943	13	927	-16	1984 / 85	0	0	0	0	0	0
1985 / 86	637	0	1,579	25	1,538	-41	1985 / 86	0	0	0	0	0	0
1986 / 87	916	0	2,495	41	2,413	-82	1986 / 87	0	0	0	0	0	0
1987 / 88	2,269	0	4,764	72	4,611	-154	1987 / 88	0	0	0	0	0	0
1988 / 89	1,372	0	6,136	108	5,875	-261	1988 / 89	0	0	0	0	0	0
1989 / 90	1,564	0	7,699	135	7,303	-396	1989 / 90	453	0	453	5	448	-5
1990 / 91	1,535	0	9,234	164	8,674	-560	1990 / 91	1,044	0	1,496	20	1,472	-24
1991 / 92	1,541	0	10,775	192	10,023	-752	1991 / 92	1,047	0	2,544	41	2,479	-65
1992 / 93	1,678	0	12,453	221	11,480	-972	1992 / 93	1,141	0	3,684	62	3,558	-127
1993 / 94	1,610	0	14,062	249	12,841	-1,222	1993 / 94	0	0	3,684	72	3,486	-199

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	----- Ameron Local Storage Account -----						Year	----- Conrock Local Storage Account -----					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	318	0	318	3	315	-3
1979 / 80	0	0	0	0	0	0	1979 / 80	318	0	636	10	623	-13
1980 / 81	0	0	0	0	0	0	1980 / 81	318	0	954	16	925	-29
1981 / 82	0	0	0	0	0	0	1981 / 82	318	0	1,271	22	1,221	-51
1982 / 83	43	0	43	0	42	0	1982 / 83	318	0	1,589	28	1,511	-79
1983 / 84	12	0	55	1	54	-1	1983 / 84	318	0	1,907	34	1,794	-113
1984 / 85	0	0	55	1	52	-2	1984 / 85	318	0	2,225	40	2,073	-152
1985 / 86	41	0	96	1	92	-4	1985 / 86	318	0	2,543	45	2,345	-198
1986 / 87	26	0	122	2	116	-6	1986 / 87	318	0	2,861	51	2,612	-248
1987 / 88	98	0	220	3	210	-9	1987 / 88	318	0	3,178	56	2,874	-305
1988 / 89	97	0	317	5	302	-15	1988 / 89	318	0	3,496	62	3,130	-366
1989 / 90	97	0	414	7	392	-22	1989 / 90	318	0	3,814	67	3,381	-433
1990 / 91	96	0	510	9	479	-31	1990 / 91	318	0	4,132	72	3,627	-505
1991 / 92	97	0	606	11	565	-41	1991 / 92	318	0	4,450	77	3,868	-582
1992 / 93	94	0	701	12	647	-54	1992 / 93	318	0	4,768	82	4,104	-663
1993 / 94	98	0	799	14	731	-68	1993 / 94	318	0	5,086	87	4,336	-750

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	Kaiser Ven Storage Account						Year	SB Co. Avia. Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	88	0	88	1	87	-1
1981 / 82	0	0	0	0	0	0	1981 / 82	0	0	88	2	85	-3
1982 / 83	425	0	425	4	420	-4	1982 / 83	0	0	88	2	83	-4
1983 / 84	2,492	0	2,917	34	2,879	-38	1983 / 84	0	0	88	2	82	-6
1984 / 85	2,906	0	5,823	88	5,697	-126	1984 / 85	30	0	118	2	110	-8
1985 / 86	2,883	0	8,706	145	8,435	-271	1985 / 86	0	0	118	2	107	-10
1986 / 87	2,913	0	11,619	201	11,148	-472	1986 / 87	0	0	118	2	105	-12
1987 / 88	2,929	0	14,548	256	13,821	-728	1987 / 88	0	0	118	2	103	-15
1988 / 89	2,045	0	16,593	301	15,564	-1,029	1988 / 89	0	0	118	2	101	-17
1989 / 90	1,370	0	17,963	330	16,604	-1,359	1989 / 90	0	0	118	2	99	-19
1990 / 91	826	0	18,789	345	17,084	-1,704	1990 / 91	0	0	118	2	97	-21
1991 / 92	739	0	19,528	354	17,469	-2,059	1991 / 92	0	2	116	2	93	-23
1992 / 93	934	0	20,462	364	18,039	-2,423	1992 / 93	52	0	168	2	143	-25
1993 / 94	584	0	21,047	372	18,252	-2,795	1993 / 94	0	0	168	3	140	-28

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	SCE Local Storage Account						Year	Angelica Local Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	0	0	0	0	1981 / 82	0	0	0	0	0	0
1982 / 83	0	0	0	0	0	0	1982 / 83	0	0	0	0	0	0
1983 / 84	90	0	90	1	89	-1	1983 / 84	0	0	0	0	0	0
1984 / 85	319	0	409	5	403	-6	1984 / 85	0	0	0	0	0	0
1985 / 86	31	0	440	8	425	-14	1985 / 86	0	0	0	0	0	0
1986 / 87	631	0	1,070	15	1,041	-29	1986 / 87	5	0	5	0	5	0
1987 / 88	238	0	1,308	24	1,255	-53	1987 / 88	4	0	9	0	9	0
1988 / 89	556	0	1,864	31	1,780	-84	1988 / 89	0	0	9	0	9	0
1989 / 90	0	0	1,864	36	1,744	-120	1989 / 90	0	0	9	0	9	-1
1990 / 91	0	0	1,864	35	1,708	-156	1990 / 91	0	0	9	0	8	-1
1991 / 92	0	545	1,319	29	1,134	-185	1991 / 92	0	0	9	0	8	-1
1992 / 93	0	1,139	180	11	-16	-196	1992 / 93	0	6	3	0	2	-1
1993 / 94	0	0	180	0	-16	-196	1993 / 94	0	2	2	0	1	-1

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	M.L.S.C. Local Storage Account						Year	Sunkist Local Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	16	0	16	0	16	0	1980 / 81	0	0	0	0	0	0
1981 / 82	35	0	51	1	50	-1	1981 / 82	495	0	495	5	490	-5
1982 / 83	31	0	82	1	79	-2	1982 / 83	1,044	0	1,539	21	1,513	-26
1983 / 84	32	0	113	2	109	-4	1983 / 84	675	0	2,213	38	2,150	-63
1984 / 85	36	0	149	3	143	-7	1984 / 85	860	0	3,073	52	2,957	-116
1985 / 86	23	0	172	3	162	-10	1985 / 86	347	0	3,420	64	3,241	-179
1986 / 87	7	0	179	3	166	-13	1986 / 87	413	0	3,833	70	3,584	-249
1987 / 88	16	0	195	4	179	-17	1987 / 88	287	0	4,120	76	3,795	-325
1988 / 89	0	0	195	4	175	-20	1988 / 89	363	0	4,483	81	4,077	-405
1989 / 90	0	0	195	4	171	-24	1989 / 90	273	0	4,756	86	4,265	-491
1990 / 91	12	0	207	4	179	-27	1990 / 91	786	0	5,542	95	4,956	-586
1991 / 92	43	0	250	4	219	-32	1991 / 92	966	0	6,507	110	5,811	-696
1992 / 93	21	0	271	5	235	-36	1992 / 93	1,088	0	7,595	129	6,770	-825
1993 / 94	25	0	296	5	255	-41	1993 / 94	978	0	8,573	147	7,601	-972

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

**Exhibit D to Declaration by Mark J. Wildermuth
Historical Operation of
Local Storage Accounts**

Year	Swan Lake Local Storage Account						Year	Praxair Local Storage Account					
	Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage		Put	Take	Estimated End of Period Storage	Losses to Baseflow End of Period Storage	Estimated End of Period Storage	Difference in Storage
1978 / 79	0	0	0	0	0	0	1978 / 79	0	0	0	0	0	0
1979 / 80	0	0	0	0	0	0	1979 / 80	0	0	0	0	0	0
1980 / 81	0	0	0	0	0	0	1980 / 81	0	0	0	0	0	0
1981 / 82	0	0	0	0	0	0	1981 / 82	27	0	27	0	27	0
1982 / 83	0	0	0	0	0	0	1982 / 83	220	0	246	3	243	-3
1983 / 84	0	0	0	0	0	0	1983 / 84	273	0	519	8	509	-11
1984 / 85	0	0	0	0	0	0	1984 / 85	406	0	926	14	900	-25
1985 / 86	41	0	41	0	41	0	1985 / 86	425	0	1,351	23	1,303	-48
1986 / 87	106	0	148	2	145	-2	1986 / 87	427	0	1,778	31	1,700	-79
1987 / 88	78	0	226	4	220	-6	1987 / 88	427	0	2,206	39	2,088	-117
1988 / 89	75	0	300	5	289	-11	1988 / 89	427	0	2,633	47	2,469	-164
1989 / 90	93	0	394	7	376	-18	1989 / 90	427	0	3,061	54	2,842	-219
1990 / 91	9	0	402	8	376	-26	1990 / 91	427	0	3,488	62	3,207	-281
1991 / 92	331	0	733	11	696	-37	1991 / 92	427	0	3,916	69	3,565	-350
1992 / 93	112	0	845	15	793	-52	1992 / 93	427	0	4,343	77	3,916	-427
1993 / 94	111	0	956	17	887	-69	1993 / 94	427	0	4,770	84	4,260	-511

Same as Exhibit A from Storage Limits Study Oct-95 -- storage program accounting
3/7/97

Mark J. Wildermuth
Water Resources Engineer

1 NOSSAMAN, GUTHNER, KNOX, ELLIOTT
2 FREDERIC A. FUDACZ, STATE BAR NO. 050546
3 JOHN OSSIFF, STATE BAR NO. 120149
4 445 South Figueroa Street
5 Thirty-First Floor
6 Los Angeles, California 90071
7 Telephone: (213) 612-7800
8 Facsimile: (213) 612-7801

9 Attorneys for
10 CHINO BASIN WATERMASTER

FEE EXEMPT

FILED - West District
San Bernardino County Clerk

MAR 07 1997

Wanda DeVinney

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN BERNARDINO - WEST DISTRICT

13 CHINO BASIN MUNICIPAL WATER

14 DISTRICT,

15 Plaintiff,

16 v.

17 CITY OF CHINO,

18 Defendant.

) Case No. RCV 51010

) PROOF OF SERVICE OF:

) 1) REPLY TO OPPOSITIONS TO

) MOTION FOR APPOINTMENT

) OF NINE MEMBER BOARD

) AS WATERMASTER AND

) SUPPORTING DECLARATIONS

) 2) CITY OF ONTARIO'S RESPONSE

) TO MEMORANDUM OF POINTS AND

) AUTHORITIES IN SUPPORT OF THE

) MOTION FOR THE APPOINTMENT OF A

) NINE MEMBER WATERMASTER BOARD;

) DECLARATION OF LLOYD MICHAEL;

) DECLARATION OF MICHAEL L. TEAL.

) 3) DECLARATION OF

) MICHAEL L. WHITEHEAD RE MOTION

) FOR APPOINTMENT OF NINE MEMBER

) BOARD AS WATERMASTER.

) Hearing:

) DATE: March 11, 1997

) TIME: 8:30 a.m.

) DEPT: H

) Specially assigned to the Honorable

) Judge J. Michael Gunn

27

28

3/23/07
MAILINGS
Jan 4/09
Hearing

AAAAA AAAAA
MAILING LIST A INTERESTED PARTIES
ATTORNEYS OF RECORD
UPDATED 3/14/97/WMSVS/MDL

RICHARD ADAMS II
ALVAREZ-GLASMAN & CLOVEN
505 S GAREY AVENUE
POMONA CA 91766

HAROLD ANDERSEN
MONTE VISTA IRRIGATION CO
2529 W TEMPLE ST
LOS ANGELES CA 90026-4819

CHET ANDERSON
SOUTHERN CALIFORNIA WATER CO
401 S SAN DIMAS CANYON RD
SAN DIMAS CA 91773

JOHN ANDERSON
BOARD OF DIRECTORS - CBMWD
12455 HOLLY AVE
CHINO CA 91710-2633

RICHARD ANDERSON
BEST,BEST & KRIEGER
P.O. BOX 1028
RIVERSIDE CA 92501

RICHARD ANDERSON
ATTORNEY AT LAW
1365 WEST FOOTHILL BLVD STE 1
UPLAND CA 91786

A W ARAIZA
WEST SAN BERNARDINO COUNTY W D
P.O. BOX 920
RIALTO CA 92376-0920

STEVE ARBELBIDE
CALIFORNIA STEEL INDUSTRIES INC
P.O. BOX 5080
FONTANA CA 92334-5080

RODNEY BAKER
ATTORNEY AT LAW
P.O. BOX 438
COULTERVILLE CA 95311-0438

DANIEL BERGMAN
PYRITE CANYON GROUP INC
3200 C PYRITE ST
RIVERSIDE CA 92509

BOB BEST
NAT'L RESOURCES CONSERVATION SVS
25809 BUSINESS CENTER DR B
REDLANDS CA 92374

GERALD BLACK
FONTANA UNION WATER CO - C/O CCWD
P.O. BOX 638
RANCHO CUCAMONGA CA 91729-0638

GEORGE BORBA, JR
7955 EUCALYPTUS AVE
CHINO CA 91710-9065

GEORGE BORBA
BOARD OF DIRECTORS - CBMWD
7955 EUCALYPTUS AVE
CHINO CA 91710-9065

KATHRYN H K BRANMAN
MOBILE COMMUNITY MGMT CO
1801 EAST EDINGER AVENUE #230
SANTA ANA CA 92705-4754

WILLIAM J BRUNICK ESQ
BRUNICK ALVAREZ & BATTERSBY
P.O. BOX 6425
SAN BERNARDINO CA 92412

TERRY CATLIN
BOARD OF DIRECTORS - CBMWD
2344 IVY COURT
UPLAND CA 91784

CHIEF OF WATERMASTER SERVICES
CHINO BASIN WATERMASTER
8632 ARCHIBALD AVE STE 109
RANCHO CUCAMONGA CA 91730

JEAN CIHIGOYENETCHE
CIHIGOYENETCHE GROSSBERG &
CLOUSE FOR CBMWD
3602 INLAND EMPIRE BLVD STE C315
ONTARIO CA 91764

TERRY COOK
KAISER VENTURES INC.
3633 E INLAND EMP BLVD STE 850
ONTARIO CA 91764

MAYOR AND COUNCIL MEMBERS
CITY OF CHINO
13220 CENTRAL AVE
CHINO CA 91710

DAVE CROSLY
CITY OF CHINO
5050 SCHAEFER AVE
CHINO CA 91710-5549

SAM CROWE
1131 WEST SIXTH STREET
ONTARIO CA 91762

STEVE CUMMINGS
155 BUCKNELL AVE
VENTURA CA 93003-3919

RICK DARNELL
SOUTHERN CALIFORNIA EDISON
8996 ETIWANDA AVE
ETIWANDA CA 91739-9697

ROBERT DEBERARD
P.O. BOX 1223
UPLAND CA 91785-1223

ROBERT DELOACH
CITY OF POMONA - DIR. PUBLIC WORKS
P.O. BOX 660
POMONA CA 91769-0660

ROBERT DOUGHERTY
COVINGTON & CROWE
P.O. BOX 1515
ONTARIO CA 91762

ANNE W DUNIHUE
BOARD OF DIRECTORS - CBMWD
9395 MANGO AVE
FONTANA CA 92335-5845

DICK DYKSTRA
10129 SCHAEFER
ONTARIO CA 91761-7973

RALPH FRANK
2566 OVERLAND AVENUE., #680
LOS ANGELES CA 90064-3398

IRA FRAZIER
CALIFORNIA STEEL INDUSTRIES INC
P.O. BOX 5080
FONTANA CA 92334-5080

FREDERIC FUDACZ
NOSSAMAN GUTHNER KNOX & ELLIOTT
445 S FIGUEROA ST 31ST FL
LOS ANGELES CA 90071-1672

SAM FULLER
SAN BERNARDINO VALLEY MWD
P.O. BOX 5906
SAN BERNARDINO CA 92412-5906

MARK GAGE P.E.
GEOMATRIX CONSULTANTS, INC.
100 PINE STREET, 10TH FLOOR
SAN FRANCISCO CA 94111

JIM GALLAGHER
SOUTHERN CALIFORNIA WATER CO
2143 CONVENTION CENTER WAY SUITE
110
ONTARIO CA 91764

ALLAN E GLUCK
NORTHAMERICAN COMMERCIAL REAL
ESTATE
123 S. FIGUEROA ST STE 190 B
LOS ANGELES CA 90012-5517

JOE GRINDSTAFF
MONTE VISTA WATER DISTRICT
P.O. BOX 71
MONTCLAIR CA 91763-0071

JIMMY GUTIERREZ, ESQ.
EL CENTRAL REAL PLAZA
12616 CENTRAL AVE
CHINO CA 91710

JACK HAGERMAN
CALIFORNIA INSTITUTION FOR MEN
4158 CENTER STREET
NORCO CA 91760

DEBRA HANKINS
GENERAL ELECTRIC COMPANY
275 BATTERY STREET, SUITE 2140
SAN FRANCISCO CA 94111

RICK HANSEN
THREE VALLEYS M W D
3300 N PADUA AVE
CLAREMONT CA 91711-2061

DONALD HARRIGER
WESTERN MUNICIPAL WATER DISTRICT
P.O. BOX 5286
RIVERSIDE CA 92517-5286

CARL HAUGE
DEPARTMENT OF WATER RESOURCES
1020 9TH ST 3RD FL
SACRAMENTO CA 95814

MARK HENSLEY
BURKE WILLIAMS & SORENSON
611 W 6TH ST STE 2500
LOS ANGELES CA 90017

MANAGER
HIGGS FLETCHER & MACK
401 WEST A STREET
SAN DIEGO CA 92101-7908

BOYD HILL
MARKMAN ARC. HANS. CUR.& SL.
P.O. BOX 1059
BREA CA 92622-1059

TERRI HORN
MUTUAL WATER CO GLEN AVON HGHTS
9643 MISSION BLVD
RIVERSIDE CA 92509-2691

EDWIN JAMES
JURUPA COMMUNITY SERVICES DIST
8621 JURUPA RD
RIVERSIDE CA 92509-3229

KENNETH JESKE
CITY OF FONTANA
8353 SIERRA AVE
FONTANA CA 92335-3598

STEPHEN B JOHNSON
STETSON ENGINEERS INC
3104 E GARVEY AVE
WEST COVINA CA 91791

BARRETT KEHL
CHINO BASIN WATER CONS. DIST.
P.O. BOX 31
MONTCLAIR CA 91763-2711

STEVEN KENNEDY
BRUNICK, ALVAREZ & BATTERSBY
P.O. BOX 6425
SAN BERNARDINO CA 92412

ARTHUR KIDMAN ESQ.
MC CORMICK KIDMAN & BEHRENS
695 TOWN CENTER DR STE 1400
COSTA MESA CA 92626-1924

VERN KNOOP
DEPARTMENT OF WATER RESOURCES
770 FAIRMONT AVE
GLENDALE CA 91203-1035

GENE KOOPMAN
13898 ARCHIBALD AVE
ONTARIO CA 91761-7979

J KOPALD & L HAIT
KOPALD & MARK
8888 OLYMPIC BLVD
BEVERLY HILLS CA 90211

MANAGER
KRONICK ET AL
770 L STREET #1200
SACRAMENTO CA 95814-3363

DAVID KUBITZ
ARROWHEAD MTN SPRING WATER CO
5772 JURUPA
ONTARIO CA 91761-3672

KENNETH KULES
METROPOLITAN WATER DISTRICT
P.O. BOX 54153
LOS ANGELES CA 90054-0153

ROGER LARKIN
CALIFORNIA INSTITUTION FOR MEN
4395 ROOSEVELT ST
CHINO CA 91710

ZORA LEE
CITY OF CHINO HILLS
2001 GRAND AVE
CHINO HILLS CA 91709-4869

MARILYN LEVIN
OFFICE OF THE ATTY. GEN., DEPUTY AG
300 S SPRING ST 11TH FL N TOWER
LOS ANGELES CA 90013-1232

ARTHUR LITTLEWORTH
BEST BEST & KRIEGER
P.O. BOX 1028
RIVERSIDE CA 92501

JIM MARKMAN, ESQ
MARKMAN, ARC. HANS. CUR & SL.
P.O. BOX 1059
BREA CA 92622-1059

ALAN MARKS
ASSISTANT COUNTY COUNSEL
157 WEST FIFTH STREET
SAN BERNARDINO CA 92415

THOMAS H MC PETERS ESQ
MC PETERS MCALEARNEY SHIMOFF &
HATT
P.O. BOX 2084
REDLANDS CA 92373

MIKE MCGRAW
FONTANA WATER COMPANY
P.O. BOX 987
FONTANA CA 92334-0987

DAN MCKINNEY
REID & HELLYER
P.O. BOX 1300
RIVERSIDE CA 92502-1300

LLOYD MICHAEL
CUCAMONGA COUNTY WATER DIST
P.O. BOX 638
RANCHO CUCAMONGA CA 91729-0638

CINDI MILLER
METROPOLITAN WATER DISTRICT
P.O. BOX 54153
LOS ANGELES CA 90054-0153

BILL MILLS
ORANGE COUNTY WATER DIST
P.O. BOX 8300
FOUNTAIN VALLEY CA 92728-8300

DAVID STARNES FOR SWAN LAKE
MOBILE COMMUNITY MANAGEMENT
1801 E EDINGER AVE STE 230
SANTA ANA CA 92705

JIM MOODY
CITY OF UPLAND
P.O. BOX 460
UPLAND CA 91785-0460

DANA OLDENKAMP
MILK PRODUCERS COUNCIL
13545 S EUCLID AVE
ONTARIO CA 91762-6656

BOB PAGE
DAILY BULLETIN
P.O. BOX 4000
ONTARIO CA 91761

DELWIN PETERSON
CORPORATE COUNSEL/SPACE CTR INC
444 LAFAYETTE ROAD
ST PAUL MN 55101

JEFFREY PIERSON
UNITEX MGMT CORP/CORONA FARMS
3090 PULLMAN STREET SUITE 209
COSTA MESA CA 92626

GLEN PORTER
SAN BERNARDINO CNTY AVIATION DIV
7000 MERRILL AVE BOX 1
CHINO CA 91710-9027

ROBB QUINCEY
CHINO BASIN MWD
P.O. BOX 697
RANCHO CUCAMONGA CA 91729-0697

LEE R REDMOND III
KAISER VENTURES INC
3633 E INLAND EMPIRE BLVD STE 850
ONTARIO CA 91764

DAVID RINGEL
MONTGOMERY WATSON
P.O. BOX 7009
PASADENA CA 91109-7009

ARNOLD RODRIGUEZ
SANTA ANA RIVER WATER CO
10530 54TH ST
MIRA LOMA CA 91752-2331

GLEN ROJAS
CITY OF CHINO
P.O. BOX 667
CHINO CA 91708-0667

MICHAEL RUDINICA
RBF & ASSOCIATES
14725 ALTON PARKWAY
IRVINE CA 92619-7057

MANAGER
RUTAN & TUCKER
611 ANTON BLVD SUITE 1400
COSTA MESA CA 92626

TIMOTHY J RYAN ESQ
ATTORNEY AT LAW
P.O. BOX 6010
EL MONTE CA 91734

PATRICK SAMPSON
P.O. BOX 660
POMONA CA 91769

JOE SCHENK
CITY OF NORCO
P.O. BOX 428
NORCO CA 91760-0428

DAVID SCRIVEN
KRIEGER & STEWART
3602 UNIVERSITY AVENUE
RIVERSIDE CA 92501

MICHAEL SMITH
NICHOLS STEAD BOILEAU & KOSTOFF
223 WEST FOOTHILL BLVD #200
CLAREMONT CA 91711-2708

BILL STAFFORD
MARYGOLD MUTUAL WATER CO
9715 ALDER ST
BLOOMINGTON CA 92316-1637

DIVISION OF WATER RIGHTS
STATEWATER RESOURCES CONTROL
BOARD
P.O. BOX 2000
SACRAMENTO CA 95809-2000

MIKE STENBERG
PRAXAIR
5735 AIRPORT DR
ONTARIO CA 91761

GENE TANAKA
BEST BEST & KRIEGER LLP
P.O. BOX 1028
RIVERSIDE CA 92502

GREG TAYLOR
MWD OF SOUTHERN CALIFORNIA
P.O. BOX 54153
LOS ANGELES CA 90054-0153

MICHAEL TEAL
CITY OF ONTARIO
1425 S BON VIEW AVENUE
ONTARIO CA 91761-4406

JERRY THIBEAULT
RWQCB - SANTAANA REGION
3737 MAIN ST STE 500
RIVERSIDE CA 92501-3339

MICHAEL THIES
SPACE CENTER MIRA LOMA INC
3401 S ETIWANDA AVE BLDG 503
MIRA LOMA CA 91752-1126

JOHN THORNTON
PSOMAS AND ASSOCIATES
3187 RED HILL AVENUE, SUITE 250
COSTA MESA CA 92626

SUSAN TRAGER
LAW OFFICES OF SUSAN M TRAGER
2100 MAIN ST STE 104
IRVINE CA 92714-6238

HAROLD TREDWAY
10841 PARAMOUNT BLVD
DOWNEY CA 90241

WYATT TROXEL
BOARD OF DIRECTORS - CBMWD
5791 JADEITE AVE
ALTA LOMA CA 91737-2264

ARLAN VAN LEEUWEN
FAIRVIEW FARMS
6829 PINE AVE
CHINO CA 91709

GEOFFREY VANDEN HUEVEL
FOR BROGUERRE & CBWCD
4619 EUCALYPTUS AVENUE
CHINO CA 91710-9215

ERICK VAUGHN
ANGELICA RENTAL SERVICE
300 RANGER AVE
BREA CA 92821

BILL WALLER
PILLSBURY, MADISON AND SUTRO
725 S FIGUEROA ST, STE 1200
LOS ANGELES CA 90017-5413

JAMES WARD
THOMPSON & COLGATE
P.O. BOX 1299
RIVERSIDE CA 92502

MARK WARD
AMERON INTERNATIONAL
13032 SLOVER AVE
FONTANA CA 92335-6990

DENNIS WEHSELS
DEPT OF CORRECTIONS
P.O. BOX 942883
SACRAMENTO CA 95814

RAY WELLINGTON
SAN ANTONIO WEST END OPER. COMP
139 N EUCLID AVE
UPLAND CA 91786-6036

MICHAEL WHITEHEAD
SAN GABRIEL VALLEY WTR COMP
P.O. BOX 6010
EL MONTE CA 91734

SCOTT J. WILCOTT
CALMAT (CONROCK)
P.O. BOX 2950
LOS ANGELES CA 90051

MARK WILDERMUTH
WATER RESOURCES ENGINEER
415 N EL CAMINO REAL
SAN CLEMENTE CA 92672

VICTOR ZAHN
GARNER ZAHN & LUCAS
2539 EAST 7TH STREET
LONG BEACH CA 90804