

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

H. Jess Senecal, State Bar No. 26826
Thomas S. Bunn III, State Bar No. 89502
LAGERLOF, SENECAL, BRADLEY, GOSNEY & KRUSE, LLP
301 North Lake Avenue, 10th Floor
Pasadena, California 91101-4108
Tel: (626) 793-9400
Fax: (626) 793-5900

Attorney for Defendant,
CITY OF POMONA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CHINO BASIN MUNICIPAL WATER DISTRICT,	)	Case No. RCV 51010
)	
Plaintiff,	)	RESPONSE OF CITY OF POMONA TO
	)	MOTION CONCERNING STATUS OF
vs.	)	NEGOTIATIONS WITH THE
	)	DEPARTMENT OF WATER
CITY OF CHINO, et al.,	)	RESOURCES AND THE OPTIMUM
	)	BASIN MANAGEMENT PROGRAM
Defendants.)	
	)	Date: September 30, 1999
	)	Time: 1:30 p.m..
	)	Dept.: R-8
	)	Specially assigned to the Honorable Judge J.
	)	Michael Gunn

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The CITY OF POMONA ("POMONA") submits this response to the motion of the CHINO BASIN WATERMASTER ("WATERMASTER") concerning the status of negotiations with the Department of Water Resources and the Optimum Basin Management Program ("OBMP").

POMONA supports the requests made by WATERMASTER in the motion. POMONA also requests that the Court explicitly order that the parties preserve their rights to comment on and object to the OBMP until the entire document is before the Court for approval. Although the WATERMASTER's motion states that "the parties have expressed the desire to preserve their ability

1 to raise issues during and after the development of the OBMP" (page 6, lines 20-21), the
2 WATERMASTER does not request that this be embodied in the court order.

3 As stated in the WATERMASTER's motion, certain outstanding issues remain to be resolved
4 to complete the OBMP. POMONA believes that it is impossible to fully evaluate the portion of the
5 OBMP contained in the Phase I report until these issues are resolved. While POMONA generally
6 supports the program set forth in the report, there are aspects of the program with which POMONA
7 disagrees. In particular, POMONA opposes the suggestion made in the report that limits be placed
8 on the parties' storage rights and, if any limits are imposed on existing rights, POMONA believes
9 that the holders of such rights are entitled to compensation. Further, POMONA is opposed to the
10 proposed restriction on transfer of storage rights.

11 POMONA is willing to continue working with the WATERMASTER and the other
12 stakeholders in an effort to resolve these issues. If necessary, POMONA can explain its position to
13 the Court prior to the approval of the OBMP. At the present time, POMONA merely requests that
14 the Court acknowledge the right of POMONA and the other parties to comment on or object to the
15 OBMP in the future.

16 WHEREFORE, the CITY OF POMONA requests that the WATERMASTER's requests be
17 approved by the Court, and that the Court find that all parties preserve their rights to object to or
18 comment on the plan.

19 - Respectfully submitted,

20 LAGERLOF, SENEAL, BRADLEY,
21 GOSNEY & KRUSE, LLP

22 By: Thomas S. Bunn III

23 Thomas S. Bunn III
24 Attorney for Defendant CITY OF
25 POMONA
26
27
28