

McCORMICK, KIDMAN & BEHRENS, LLP
LAWYERS

1 McCORMICK, KIDMAN & BEHRENS, LLP
2 ARTHUR G. KIDMAN, Bar No. 61719
3 DAVID D. BOYER, Bar No. 144697
4 695 Town Center Drive, Suite 1400
5 Costa Mesa, CA 92626
6 714/755-3100; fax 714/755-3110
7
8
9 Attorneys for Defendant
10 MONTE VISTA WATER DISTRICT

GOVT. CODE 6103

COPY
FILED-Rancho Cucamonga District
SAN BERNARDINO COUNTY
SUPERIOR COURT

OCT 08 1999

BY Sharon P. Doherty
DUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

13 CHINO BASIN MUNICIPAL WATER)
14 DISTRICT,)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)

Plaintiff,

v.

CITY OF CHINO, et al.,
Defendants.

CASE NO. RCV 51010
Assigned For All Purposes to
The Honorable J. Michael Gunn
Department R-8

DEFENDANT MONTE VISTA WATER
DISTRICT'S NOTICE OF MOTION
AND MOTION FOR AN ORDER
SCHEDULING PERIODIC STATUS
CONFERENCES AND DIRECTING
INLAND EMPIRE UTILITIES AGENCY
TO PROVIDE PERIODIC REPORTS TO
THE COURT, AT THE STATUS
CONFERENCE CONCERNING THE
PROCEEDINGS BEFORE THE STATE
WATER RESOURCES CONTROL
BOARD INVOLVING THE SANTA ANA
RIVER

Date: October 28, 1999
Time: 1:30 p.m.
Dept: R-8

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

This Motion is based upon this Notice, the accompanying Memorandum of Points and Authorities, the Declaration of Arthur G. Kidman, the exhibits attached to the Declaration, and all other papers and documents filed with this Court or arguments made at the time of the hearing.

Dated: October 7, 1999

McCORMICK, KIDMAN & BEHRENS, LLP
ARTHUR G. KIDMAN
DAVID D. BOYER

By: Arthur G. Kidman
Arthur G. Kidman
Attorneys for Defendant
MONTE VISTA WATER DISTRICT

C:\OFFICE\WPWIN\WPDOS\MONTE\CR\ORDER.MTN

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

TABLE OF CONTENTS

PAGE

I. INTRODUCTION 1

A. Chino Basin Municipal Water District v. City of Chino (1978) (“Chino Basin Judgment”) 1

B. The Chino Basin Optimum Basin Management Program (“OBMP”) 1

C. Orange County Water District v. City of Chino (1969) (“Orange County Judgment”) 2

D. Chino Basin Municipal Water District v. City of Chino (1978) and Orange County Water District v. City of Chino (1969) Are Interrelated . 4

E. State Water Resources Control Board Notice of Public Hearing 4

F. Relief Sought 6

II. THE COURT HAS BOTH INHERENT AND STATUTORY AUTHORITY TO ORDER SUCCESSIVE STATUS CONFERENCES AND TO ORDER A PARTY TO THE PROCEEDINGS TO REPORT ON THE STATUS OF THE SWRCB PROCEEDINGS 6

III. THE JUDGMENT PERMITS THE COURT TO ENTER ANY ORDER NECESSARY OR APPROPRIATE TO CARRY OUT THE PHYSICAL SOLUTION 7

IV. GOOD CAUSE EXISTS FOR THE COURT TO ENTER AN ORDER ALLOWING IT TO MONITOR THE PROCEEDINGS BEFORE THE STATE WATER RESOURCES CONTROL BOARD CONCERNING FURTHER APPROPRIATION FROM THE SANTA ANA RIVER 8

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

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

The State Water Resources Control Board has noticed a public hearing to consider petitions to revise the Declaration of Fully Appropriated Streams (“Declaration”) to allow for processing of two specified applications to appropriate enormous quantities of new water from the Santa Ana River Watershed. The petitions potentially affect the Chino Basin, an approximate 235 square mile aquifer in the upper Santa Ana River Watershed.

A. Chino Basin Municipal Water District v. City of Chino (1978) (“Chino Basin Judgment”)

The Judgment in *Chino Basin Municipal Water District v. City of Chino* (1978) (San Bernardino County Superior Court Case No. 164327) (“Chino Basin Judgment”), established practical means to maximize the reasonable beneficial use of the waters in the Chino Basin to meet the requirements of water users having rights in or dependent upon the Basin. Under the Court’s continuing jurisdiction and pursuant to the terms of the Judgment, the Watermaster has been ordered to develop an Optimum Basin Management Program (“OBMP”) for the Chino Basin. (See July 31, 1989 Statement of Decision and February, 1998 Ruling). The purpose of the OBMP is to achieve the full utilization of water resources in the Basin. (*Chino Basin Judgment* at 23.) As expressly provided in the Judgment, the OBMP incorporates the need to provide Basin replenishment to protect long-term safe-yield, water quality and economies of water production. (*Chino Basin Judgment* at 23-24).

B. The Chino Basin Optimum Basin Management Program (“OBMP”)

The Optimum Basin Management Program, Phase I Report, dated August 19, 1999 articulates the development and implementation of a comprehensive recharge plan for the Chino Basin. The recharge program includes enhanced capture, production and replenishment facilities in order to reduce outflows from the Basin to the Santa Ana River and to prevent reduction in the Basin’s safe yield. (*OBMP* at 4-9.)

1 Two factors have significantly contributed to the decline in natural groundwater recharge of
2 the Chino Basin as urbanization of the area has progressed: (1) various flood control projects have
3 been constructed which capture and divert the Basin's storm waters away from potential natural
4 recharge areas to the Santa Ana River; (2) construction of urban "hard-scape" (roof tops, parking
5 lots and roadways) sends water to storm drains rather than allowing recharge. (OBMP at 4-9.)

6 The OBMP advocates "water harvesting" efforts that will be used to offset the yield lost to
7 urbanization and flood control improvements. (OBMP at 4-9.) Specifically, water harvesting
8 consists of improving drainage systems and constructing facilities to capture and recharge storm
9 run-off caused by urbanization. Using native, local waters for groundwater recharge is the most
10 cost effective means to achieve the highest beneficial use of local Watershed resources in the Basin.
11 As indicated in the Phase I Report, storm flow capture for groundwater recharge will increase the
12 Basin's ambient water quality and reduce the cost of total dissolved solids (TDS) mitigation
13 requirements for recharge of recycled water. (OBMP at 4-9).

14 C. Orange County Water District v. City of Chino (1969) ("Orange County
15 Judgment")

16 The Chino Basin Judgment is related to *Orange County Water District v. City of Chino*
17 (1969), (Orange County Superior Court Case No. 117628), a water rights adjudication which
18 provides that water users in the area below Prado Dam are entitled to receive an annual adjusted
19 base flow of 42,000 acre-feet in the Santa Ana River from the water users in the area above Prado
20 Dam. Three active defendants to the action, Chino Basin Municipal Water District ("CBMWD")
21 (renamed Inland Empire Utilities Agency ("IEUA")), Western Municipal Water District
22 ("WMWD") and San Bernardino Municipal Water District ("SBMWD") are jointly assigned the
23 responsibility of contributing the 42,000 acre-feet, and multiple stipulating parties, as a condition of
24 being dismissed from the case, agreed to adopt and cooperate with the judgment's physical
25 solution. Consequently, numerous parties who later became parties in the Chino Basin

26 ///

27 ///

1 Adjudication were dismissed from the Orange County Adjudication,¹ leaving only IEUA and
2 WMWD as active parties under the continuing jurisdiction of the courts in both cases.
3 Consequently, the three above-mentioned defendants were left to represent the interest of Upper
4 Area producers.² Notably, the judgment provides:

5 Water users and other entities in Upper Area have rights in
6 the aggregate, as against all Lower Area claimants, *to divert, pump,*
7 *extract, conserve, store and use all surface and ground water*
8 *supplies originating within Upper Area without interference or*
9 *restraint by Lower Area claimants, so long as Lower Area receives*
10 *the water to which it is entitled under this Judgment and there is*
11 *compliance with all of its provisions. (Orange County Judgment at*
12 *10; emphasis added.)*

13 The Orange County Judgment operates to achieve certain fundamental objectives including:
14 (1) water users in the areas above and below Prado Dam are ensured their correlative shares to the
15 Santa Ana River base flow; and (2) IEUA, WMWD and SBVMWD are entrusted to conserve
16 surplus water for reasonable beneficial use of the upper area, if any such surplus exists in excess of
17 the 42,000 acre-foot base flow requirement. Moreover, the Orange County Judgment
18 contemplates that Upper Area users shall conserve, store and use all waters originating in the
19 Upper Area to promote the highest practical levels of water quality and to maintain reasonable
20 water costs to local users. (*Orange County Judgment* at 6-13). As defendants to the action, IEUA
21 and WMWD represent several Chino Basin water producers that were dismissed from the
22 proceeding.³ Accordingly, the rights and duties of IEUA and WMWD under the Orange County
23 Judgment directly relate, in the case of IEUA entirely and in the case of WMWD partially, to the
24 very objectives articulated in the OBMP.

25 ¹ These parties include: City of Ontario; City of Chino; Cucamonga County Water District; City of
26 Pomona; City of Upland; Chino Basin Water Conservation District; Monte Vista County Water
27 District; Jurupa Community Services District; West End Consolidated Water Co.; San Antonio Water
28 Company; and Fontana Union Water Company.

² Stipulation to the Orange County Judgment states: "Substantially all individual defendants and cross-
defendants have appeared in the case individually or as represented by Upper Districts or Lower
District, respectively." (*Orange County Stipulation to Judgment* at 4. [Emphasis added].)

³ See, *supra*, footnote 1.

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

D. Chino Basin Municipal Water District v. City of Chino (1978) and Orange County Water District v. City of Chino (1969) Are Interrelated

The Chino Basin Judgment was anticipated by the Orange County Judgment. The Orange County case specifically contemplated an adjudication of Chino Basin such that CBMWD (IEUA), as representative of the Basin’s water producers, could provide its managed contribution to Santa Ana River base flow. “Said physical solution accomplishes a general inter-basin allocation of the natural water supply of the Santa Ana River system and leaves to each of the major hydrologic units in the watershed the determination and regulation of individual rights therein and the development and implementation of its own basin management plans.” (*Orange County Stipulation Dismissing Defendants* at 4.) It cannot be more clear that the Chino Basin Judgment and OBMP do exactly as this stipulation contemplates.

In short, the Orange County Judgment reserves water available above the stated minimum base flow requirements at Prado Dam for use in the Chino Basin and other areas of the Upper Area of the Santa Ana River Watershed. The Chino Basin Judgment provides both (1) a way to assure that over production in Chino Basin does not interfere with downstream obligations and (2) the means to promote optimum use of the Chino Basin. These two separate judgments, though they are pending in separate counties, are clearly intertwined. State Water Resources Control Board action which might effect rights reserved to the Chino Basin area under the Orange County Judgment, could have significant effect on the ability of this Court to carry out the purposes and intents of the Chino Basin Judgment.

E. State Water Resources Control Board Notice of Public Hearing

The petitions under consideration by the SWRCB have evident potential to affect the rights established in the Orange County and Chino Basin Judgments, and other water rights throughout the Santa Ana River Watershed. Since, IEUA and WMWD are (or soon will be, see attached Declaration of Arthur G. Kidman) parties to all three proceedings (1) the Chino Basin Judgment; (2) the Orange County Judgment (as representatives of the Chino Basin, at least in part); and (3) the State Board proceedings, they are in the best position of all parties to this action to keep this

1 Court and the other parties informed about State Board matters that could affect the Chino Basin.
2 (*Chino Basin Judgment* at 2 and 5; *Orange County Judgment* at 8.)

3 Currently, two (2) separate petitions are filed with the State Board to revise the Declaration
4 of Fully Appropriated Streams for the Santa Ana River. (Declaration for Fully Appropriated
5 Stream for Santa Ana River as set forth in SWRCB Order WR 89-25; see also WR 98-08 [Santa
6 Ana River remains listed as fully appropriated in revised Declaration].) Following the date of
7 adoption of a declaration that a stream is fully appropriated, the SWRCB is precluded from
8 accepting any application for a permit to appropriate water from the stream system. (*Water Code*
9 §1206(a).) Upon its own motion or upon petition of any interested party, and following notice and
10 hearing, the SWRCB may revise its declaration that a stream system is fully appropriated. (*Water*
11 *Code* § 1205(c).) The burden, however, is upon the party seeking such revision of a declaration to
12 establish a change in circumstances from those considered by the SWRCB at the time it issued its
13 declaration. (*Cal. Admin. Code*, tit. 23, § 871).

14 The petition filed by the Orange County Water District (“OCWD”) proposes the diversion
15 of approximately 508,000 additional acre-feet per year by storage in Prado Dam Gypsum Canyon
16 Reservoir, Aliso Canyon Reservoir and underground storage in various groundwater basins “as part
17 of OCWD’s ongoing groundwater recharge operations. The joint petition filed by the San
18 Bernardino Valley Municipal Water District and WMWD proposes to divert an additional 100,000
19 acre-feet per year within the Watershed tributary to Riverside narrows and Prado Dam. Should the
20 SWRCB determine to revise the Declaration, holding that the Santa Ana River is not fully
21 appropriated, the Board may then process applications to appropriate water from the River. (*Cal.*
22 *Admin. Code*, tit. 23, § 871.)

23 The new huge appropriations proposed from the Watershed could frustrate the purpose of
24 the OBMP established by the Chino Basin Judgment. The OBMP calls for increased use of local
25 run-off and flood waters for groundwater recharge in order to protect the safe yield of the basin
26 under the Judgment while serving as a quality mitigation and cost effective means of achieving the
27 highest beneficial use of local resources. If, however, applications to appropriate additional Santa
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

Ana River waters are approved by the SWRCB, the Chino Basin replenishment programs could be subordinated to newly established appropriative rights and could be required to allow local run-off and storm waters to flow to the River. In turn, replenishment programs could be forced to rely upon imported and/or reclaimed water, thereby frustrating the quality and cost advantages otherwise realized through local native water recharge. In addition, the re-use of recycled waste water by Chino Basin entities could be affected by a change in the water right regimen of the Santa Ana River Watershed.

F. Relief Sought

Monte Vista Water District ("MVWD") seeks from the Court an order setting periodic status conferences for the purpose of apprising the Court and all parties in attendance at the status conference of the status of the SWRCB proceedings and of the status of the Orange County Judgment. As IEUA and WMWD are the only common parties to the Chino Basin Judgment, the Orange County Judgment, and the SWRCB proceedings, and as WMWD is one of the two applicants to the SWRCB, MVWD further seeks an order from the Court directing IEUA and WMWD to provide written and oral updates of the SWRCB proceedings and of the Orange County Judgment at each status conference.

II.
**THE COURT HAS BOTH INHERENT AND STATUTORY
AUTHORITY TO ORDER SUCCESSIVE STATUS CONFERENCES
AND TO ORDER A PARTY TO THE PROCEEDINGS TO REPORT ON THE
STATUS OF THE SWRCB PROCEEDINGS**

It has long been recognized that a court has inherent power to set status conferences and to control all parties and their representatives in any matter over which the Court maintains jurisdiction. (Witkin, California Procedure (4th Ed. 1996) Courts, §§177-179, pp. 235-240.) These general powers of a court have been codified at Code of Civil Procedure section 128. Among the powers enumerated under that section are the powers (1) to provide for the orderly conduct of proceedings before it; (2) to control in furtherance of justice, the conduct of its ministerial officers,

1 and of all persons in any manner connected with a judicial proceeding before it, in every matter
2 appertaining thereto; (3) to compel the attendance of persons to testify in an action or proceeding
3 pending therein, and (4) to amend and control its process and orders so as to make them
4 conformable to law and justice. (*Code Civ. Proc.* § 128(3), (5), (6) & (8).)

5 By setting successive status conferences, the Court is doing no more than providing for the
6 orderly conduct of proceedings before it. By directing IEUA and WMWD to report to the Court
7 concerning the status of the SWRCB proceedings involving the Santa Ana River and concerning
8 the status of the Orange County Judgment, the Court is doing nothing more than exercising its
9 inherent power to control the conduct of persons before it and to control its process.

10 **III.**
11 **THE JUDGMENT PERMITS THE COURT TO ENTER**
12 **ANY ORDER NECESSARY OR APPROPRIATE TO**
13 **CARRY OUT THE PHYSICAL SOLUTION**

14 The Judgment clearly provides for the Court to maintain full continuing jurisdiction over
15 this matter, which includes the ability to “make such further or supplemental orders or directions as
16 may be necessary or appropriate for interpretation, enforcement or carrying out of this Judgment,
17 and to modify, amend or amplify any of the provisions of this Judgment.” (*Judgment*, ¶ 15.) As
18 already determined by the Court, the Optimum Basin Management Program is part of carrying out
19 the Judgment. (*Judgment*, ¶ 41.) Consequently, the Judgment gives the Court the broad authority
20 to issue orders necessary or appropriate for the creation and implementation of the OBMP.

21 As discussed above, the current SWRCB proceedings involving the Santa Ana River,
22 potentially effect the OBMP and the rights of all producers in the Chino Basin under the Chino
23 Basin Judgment and the Orange County Judgment. The order sought by Monte Vista Water
24 District is clearly necessary for the development and implementation of an effective OBMP and to
25 protect the rights of producers in the Chino Basin.

26 ///

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

IV.
**GOOD CAUSE EXISTS FOR THE COURT TO ENTER AN
ORDER ALLOWING IT TO MONITOR THE PROCEEDINGS BEFORE
THE STATE WATER RESOURCES CONTROL BOARD CONCERNING
FURTHER APPROPRIATION FROM THE SANTA ANA RIVER**

The Santa Ana River has previously been declared fully appropriated by the State Water Resources Control Board. Furthermore, the Judgment in *Orange County Water District v. City of Chino* clearly allows for producers in the Upper Area of the Santa Ana River to conserve any water above the 42,000 acre feet annual supply at Prado Dam. The Chino Basin Judgment encourages the use of native waters for recharge and replenishment, and the current OBMP contemplates a Comprehensive Recharge Program, which by necessity will involve waters of the Santa Ana River Watershed. (OBMP, p. 4-8.)

Now a petition has been filed before the State Water Resources Control seeking to revise the declaration by the SWRCB and to allow for the processing of two applications to appropriate enormous amounts of water from the Santa Ana River Watershed, both upstream and downstream from the Chino Basin, in apparent derogation of rights reserved to the Upper Area, including Chino Basin, under the Orange County Judgment. A revision of the SWRCB previous declaration was not contemplated by the OBMP and could have a significant effect upon the ability of the parties to this Judgment to capture water in the Upper Area of the Santa Ana River, especially if the petitioners before the SWRCB are granted an appropriative right superior to the rights of the producers in the Chino Basin. Any such change in the "law of the river" could also affect the re-use of recycled water by Chino Basin entities. Therefore, it is imperative that this Court, the Watermaster, and the parties to the Judgment be apprised of the developments and of any rulings in the SWRCB proceedings.

The only common parties to the Chino Basin Judgment, the Orange County Judgment, and the SWRCB proceedings are WMWD and IEUA. Furthermore, WMWD is one of two applicants to the SWRCB for a revision of the Declaration. As a result, good cause exists for the Court to

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

direct WMWD and IEUA to provide periodic updates of the SWRCB proceedings and of the Orange County Judgment to the Court, the Watermaster and the parties to this Judgment, and for the Court to set periodic status conferences for this purpose.

Monte Vista Water District proposes that the status conferences be held every sixty days until further order of the Court.

Dated: October 7, 1999

McCORMICK, KIDMAN & BEHRENS, LLP
ARTHUR G. KIDMAN
DAVID D. BOYER

By: *Arthur G. Kidman*
Arthur G. Kidman
Attorneys for Defendant
MONTE VISTA WATER DISTRICT

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

DECLARATION OF ARTHUR G. KIDMAN

I, Arthur G. Kidman, hereby declare as follows:

1. I am an attorney at law duly licensed to practice law before all the Courts of the State of California, and am a partner at the law firm of McCormick, Kidman & Behrens, LLP, attorneys of record for Monte Vista Water District.

2. I have personal knowledge of the facts stated below, and could and would competently testify thereto if required.

3. Attached as Exhibit "1" is a true and correct copy of the Judgment in *Orange County Water District v. City of Chino*.

4. Attached as Exhibit "2" is a true and correct copy of a Notice of Public Hearing Concerning Petitions to Revise Declaration of Fully Appropriated Streams to Allow Processing of Two Specified Applications to Appropriate Water from the Santa Ana River.

5. Attached as Exhibit "3" is a true and correct copy of the Stipulation and Order Re: Dismissal of Certain Defendants in *Orange County Water District v. City of Chino*.

6. Attached as Exhibit "4" is a true and correct copy of Stipulation for Judgment in *Orange County Water District v. City of Chino*.

7. I am informed and believe that the Board of Directors of Inland Empire Utilities Agency has authorized its legal counsel to participate in its behalf in the proceeding before the State Water Resources Control Board.

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

Executed this 27th day of October, 1999, in Costa Mesa, California.


ARTHUR G. KIDMAN

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
29
30
31
32

APR 17 1969
W. E. ST JOHN, CLERK
COURT CLERK

ENTERED IN
JUDGMENT BOOK

No. 262 Page 303
Date APR 17 1969

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,)
)
Plaintiff,)
)
v.)
)
CITY OF CHINO, et al.,)
)
Defendants.)

CITY OF CHINO, et al.,)
)
Cross-Complainants,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)

CORONA FOOTHILL LEMON COMPANY, et al.,)
)
Cross-Complainants,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)

CITY OF POMONA, a municipal corporation,)
)
Cross-Complainant,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)

No. 117628
JUDGMENT

EXHIBIT " " "

1 CITY OF RIVERSIDE, et al.,)
2 Cross-Complainants,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6 _____)
7 BEAR VALLEY MUTUAL WATER COMPANY, et al.,)
8 Cross-Complainants,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12 _____)
13 SAN BERNARDINO VALLEY MUNICIPAL WATER)
14 DISTRICT, a municipal water district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19 _____)
20 EAST SAN BERNARDINO COUNTY WATER)
21 DISTRICT, a county water district,)
22 Cross-Complainant,)
23 v.)
24 CITY OF ANAHEIM, et al.,)
25 Cross-Defendants.)
26 _____)
27 CITY OF SAN BERNARDINO, a municipal)
28 corporation,)
29 Cross-Complainant,)
30 v.)
31 CITY OF ANAHEIM, et al.,)
32 Cross-Defendants.)

1 CITY OF REDLANDS, a municipal corporation,)
2 Cross-Complainant,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6 _____)
7 CITY OF COLTON, a municipal corporation,)
8 Cross-Complainant,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12 _____)
13 SAN BERNARDINO VALLEY WATER CONSERVATION)
14 DISTRICT, a water conservation district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19 _____)
20 CITY OF RIALTO, a municipal corporation,)
21 Cross-Complainant,)
22 v.)
23 CITY OF ANAHEIM, et al.,)
24 Cross-Defendants.)
25 _____)
26 BIG BEAR MUNICIPAL WATER DISTRICT, a)
27 municipal water district,)
28 Cross-Complainant,)
29 v.)
30 CITY OF ANAHEIM, et al.,)
31 Cross-Defendants.)
32 _____)

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
29
30
31
32

TABLE OF CONTENTS

JUDGMENT

	<u>Page</u>
RECITALS	6
a. Complaint	6
b. Cross-complaints	6
c. Physical and Legal Complexities	6
d. Need for Physical Solution	6
e. Parties	7
f. Cooperation by Dismissed Parties	7
DECREE	7
1. Jurisdiction	7
2. Exhibits	7
3. Definitions	7
4. Declaration of Rights	10
5. Physical Solution	10
(a) General Format	11
(b) Obligation of SBVMWD	11
(1) Minimum Annual Quantities	11
(2) Adjustment for Quality	12
(3) Periodic Reduction of Cumulative Debit	12
(c) Obligation of CBMWD and WMWD	12
(1) Minimum Annual Quantities	13
(2) Adjustment for Quality	13
(3) Periodic Reduction of Cumulative Debit	13
(d) Inter-basin Export	14
(e) Inter-basin Acquisition of Rights	14
(f) Effective Date	14
6. Prior Adjudications	14
7. Watermaster	15
(a) Composition, Nomination and Appointment	15
(b) Watermaster Determinations	16
(c) Annual Report	16
(d) Watermaster Service Expenses	16
8. Continuing Jurisdiction of the Court	17
9. Notices	17
10. Successors	18
11. Future Actions	18
12. Costs	19

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
29
30
31
32

EXHIBITS .

Page

"A" -- Map entitled "Santa Ana River Watershed"

"B" -- Engineering Appendix

- 1. Measurements 20
 - a. Change in Measuring Device or Location 20
 - b. Erroneous Measurement 20
 - c. Preliminary Records 20
- 2. Determination of Flow Components 20
- 3. Water Quality Determinations 21
 - a. Procedure at Prado 21
 - b. Procedure at Riverside Narrows 22
- 4. Accounting 22
 - a. Prado Accounting 22
 - b. Riverside Narrows Accounting 23

1 supply of the Santa Ana River system. Sufficient information and
2 data of a general nature are known to formulate a reasonable and
3 just allocation as between the major hydrologic sub-areas within
4 the watershed, and such a physical solution will allow the public
5 agencies and water users within each such major hydrologic sub-
6 area to proceed with orderly water resource planning and develop-
7 ment.

8 e. Parties. Orange County Water District, Chino Basin
9 Municipal Water District, Western Municipal Water District of
10 Riverside County and San Bernardino Valley Municipal Water District
11 are public districts overlying, in the aggregate, substantially all
12 of the major areas of water use within the watershed. Said dis-
13 tricts have the statutory power and financial resources to imple-
14 ment a physical solution. Accordingly, dismissals have been entered
15 as to all defendants and cross-defendants other than said four pub-
16 lic districts.

17 f. Cooperation by Dismissed Parties. As a condition of
18 dismissal of said defendants and cross-defendants, certain of said
19 parties have stipulated to cooperate and support the inter-basin
20 water quality and water management objectives of the physical solu-
21 tion and this Judgment.

22 DECREE

23 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

24 1. Jurisdiction. The Court has jurisdiction of the subject
25 matter of this action and of the parties herein.

26 2. Exhibits. The following exhibits are attached to this
27 Judgment and made a part hereof.

28 (a) Exhibit A -- map entitled "Santa Ana River
29 Watershed", showing boundaries and other relevant
30 features of the area subject to this Judgment.

31 (b) Exhibit B -- Engineering Appendix.

32 3. Definitions. As used in this Judgment, the following

1 terms shall have the meanings herein set forth:

2 (a) OCWD -- Orange County Water District,
3 appearing and acting individually and in a represen-
4 tative capacity for and on behalf of all riparian,
5 overlying and other landowners, water users and in-
6 habitants within said District pursuant to Subdivision
7 7 of Section 2 of the Orange County Water District Act,
8 as amended.

9 (b) CBMWD -- Chino Basin Municipal Water District,
10 appearing and acting pursuant to Section 71751 of the
11 California Water Code.

12 (c) WMWD -- Western Municipal Water District of
13 Riverside County, appearing and acting pursuant to
14 said Section 71751.

15 (d) SBVMWD -- San Bernardino Valley Municipal Water
16 District, appearing and acting pursuant to said Section
17 71751.

18 (e) Upper Districts -- CBMWD, WMWD and SBVMWD.

19 (f) Upper Area -- The area on Exhibit A which lies
20 upstream from Prado.

21 (g) Lower Area -- The area on Exhibit A which lies
22 downstream from Prado.

23 (h) Prado -- Said term shall be synonymous with
24 Prado Dam, a facility constructed and maintained by the
25 United States Corps of Engineers, as shown on Exhibit A.

26 (i) Riverside Narrows -- That bedrock narrows
27 in the Santa Ana River indicated as such on Exhibit A.

28 (j) Storm Flow -- That portion of the total sur-
29 face flow passing a point of measurement, which orig-
30 inates from precipitation and runoff without having
31 first percolated to ground water storage in the zone
32 of saturation, calculated in accordance with procedures

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
29
30
31
32

referred to in Exhibit B.

(k) Base Flow -- That portion of the total surface flow passing a point of measurement, which remains after deduction of Storm Flow, and modified as follows:

(1) At Prado. Base Flow shall:

(i) include any water caused to be delivered by CBMWD or WMWD directly to OCWD, pursuant to its direction and control and not measured at the gages at Prado;

(ii) exclude any nontributary water or reclaimed sewage water purchased by OCWD and delivered into the river upstream and which subsequently passes Prado, and

(iii) exclude water salvaged from evapo-transpiration losses by OCWD on lands presently owned by it above Prado.

(2) At Riverside Narrows. Base Flow shall:

(i) include any water caused to be delivered by SBVMWD directly to CBMWD or WMWD pursuant to their direction and control, or directly to OCWD with the consent of CBMWD and WMWD and pursuant to the direction and control of OCWD, and not measured at the gage at Riverside Narrows;

(ii) exclude any nontributary water purchased by CBMWD, WMWD or OCWD and delivered into the river upstream and which subsequently passes Riverside Narrows; and

(iii) exclude any effluent discharged from the City of Riverside sewage treatment plant.

1 (l) TDS -- Total dissolved solids determined as
2 set forth in Exhibit B.

3 (m) Water Year -- The period from October 1 to
4 the following September 30. Where reference is made
5 herein to "year" or "annual", such terms shall be con-
6 strued as referring to Water Year, unless the context
7 indicates otherwise.

8 (n) Adjusted Base Flow -- Actual Base Flow in
9 each year adjusted for quality as provided herein-
10 below. Compliance with the respective obligations
11 under Paragraph 5 shall be measured by the Adjusted
12 Base Flow.

13 4. Declaration of Rights. Substantially all of the parties
14 to this action, whether situate in Upper Area or Lower Area have or
15 claim rights to the use of a portion of the water supply of the
16 Santa Ana River system. In the aggregate, water users and other
17 entities in Lower Area have rights, as against all Upper Area
18 claimants, to receive an average annual supply of 42,000 acre feet
19 of Base Flow at Prado, together with the right to all Storm Flow
20 reaching Prado Reservoir. Water users and other entities in Upper
21 Area have rights in the aggregate, as against all Lower Area claim-
22 ants, to divert, pump, extract, conserve, store and use all surface
23 and ground water supplies originating within Upper Area without
24 interference or restraint by Lower Area claimants, so long as Lower
25 Area receives the water to which it is entitled under this Judgment
26 and there is compliance with all of its provisions.

27 5. Physical Solution. The Court hereby declares the
28 following physical solution to be a fair and equitable basis for
29 satisfaction of all said rights in the aggregate between Lower Area
30 and Upper Area. The parties are hereby ordered and directed to
31 comply with this Physical Solution and such compliance shall con-
32 stitute full and complete satisfaction of the rights declared in

1 Paragraph 4 hereof.

2 (a) General Format. In general outline, SBVMWD
3 shall be responsible for the delivery of an average
4 annual amount of Base Flow at Riverside Narrows.
5 CBMWD and WMWD shall jointly be responsible for an
6 average annual amount of Base Flow at Prado. Inso-
7 far as Lower Area claimants are concerned, Upper Area
8 water users and other entities may engage in unlimited
9 water conservation activities, including spreading,
10 impounding and other methods, in the area above Prado
11 Reservoir, so long as Lower Area receives the water
12 to which it is entitled under the Judgment and there
13 is compliance with all of its provisions. Lower Area
14 water users and other entities may make full conser-
15 vation use of Prado Dam and reservoir, subject only
16 to flood control use.

17 (b) Obligation of SBVMWD. SBVMWD shall be re-
18 sponsible for an average annual Adjusted Base Flow
19 of 15,250 acre feet at Riverside Narrows. A contin-
20 uing account, as described in Exhibit B, shall be
21 maintained of actual Base Flow at Riverside Narrows,
22 with all adjustments thereof and any cumulative debit
23 or credit. Each year the obligation to provide Base
24 Flow shall be subject to the following:

25 (1) Minimum Annual Quantities. Without
26 regard to any cumulative credits, or any
27 adjustment for quality for the current Water
28 Year under subparagraph (2) hereof, SBVMWD
29 each year shall be responsible at Riverside
30 Narrows for not less than 13,420 acre feet of
31 Base Flow plus one-third of any cumulative
32 debit; provided, however, that for any year

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
29
30
31
32

commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 10,000 acre feet, said minimum shall be 12,420 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Riverside Narrows received during any year shall be subject to adjustment based upon the weighted average annual TDS in such Base Flow, as follows:

If the Weighted Average TDS in Base Flow at Riverside Narrows is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 700 ppm	$Q - \frac{11}{15,250} Q \text{ (TDS-700)}$
600 ppm - 700 ppm	Q
Less than 600 ppm	$Q + \frac{11}{15,250} Q \text{ (600-TDS)}$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit. At least once in any ten (10) consecutive years subsequent to October 1, 1976, SBVMWD shall provide sufficient quantities of Base Flow at Riverside Narrows to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by SBVMWD.

(c) Obligation of CBMWD and WMWD. CBMWD and WMWD shall be responsible for an average annual Adjusted Base Flow of 42,000 acre feet at Prado. A continuing account, as described in Exhibit B, shall

1 be maintained of actual Base Flow at Prado, with all
 2 adjustments thereof and any cumulative debit or
 3 credit. Each year the obligation to provide Base
 4 Flow shall be subject to the following:

5 (1) Minimum Annual Quantities. Without
 6 regard to any cumulative credits, or any adjust-
 7 ments for quality for the current Water Year
 8 under subparagraph (2) hereof, CBMWD and WMWD
 9 each year shall be responsible for not less than
 10 37,000 acre feet of Base Flow at Prado, plus one-
 11 third of any cumulative debit; provided, however,
 12 that for any year commencing on or after October 1,
 13 1986, when there is no cumulative debit, or for
 14 any year prior to 1986 whenever the cumulative
 15 credit exceeds 30,000 acre feet, said minimum
 16 shall be 34,000 acre feet.

17 (2) Adjustment for Quality. The amount of
 18 Base Flow at Prado received during any year
 19 shall be subject to adjustment based upon the
 20 weighted average annual TDS in Base Flow and
 21 Storm Flow at Prado as follows:

22	If the Weighted Average	Then the Adjusted Base
23	TDS in Base Flow and	Flow shall be deter-
	<u>Storm Flow at Prado is:</u>	<u>mined by the formula:</u>
24	Greater than 800 ppm	$Q - \frac{35}{42,000} Q (TDS-800)$
25	<hr/>	<hr/>
26	700 ppm - 800 ppm	Q
27	<hr/>	<hr/>
28	Less than 700 ppm	$Q + \frac{35}{42,000} Q (700-TDS)$

29 Where: Q = Base Flow actually received.

30 (3) Periodic Reduction of Cumulative Debit.
 31 At least once in ten (10) consecutive years sub-
 32 sequent to October 1, 1976, CBMWD and WMWD shall

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
29
30
31
32

provide sufficient quantities of Base Flow at Prado to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by CBMWD and WMWD.

(d) Inter-basin Export. Upper Districts are hereby restrained and enjoined from exporting water from Lower Area to Upper Area, directly or indirectly. OCWD is enjoined and restrained from pumping, producing and exporting or directly or indirectly causing water to flow from Upper to Lower Area, except as to salvage of evapo-transpiration losses, as follows: OCWD owns certain lands within and above Prado Reservoir on which it has or claims certain rights to salvage evapo-transpiration losses by pumping or otherwise. Pumping for said salvage purposes shall not exceed 5,000 acre feet of ground water in any water year. Only the actual net salvage, as determined by the Watermaster, shall be excluded from Base Flow.

(e) Inter-basin Acquisition of Rights. The acquisition by Upper Districts or other Upper Area entities of Lower Area water rights shall in no way affect or reduce Lower Area's entitlement; and the acquisition of Upper Area water rights by OCWD or other Lower Area entities shall be deemed to be included within the aggregate entitlement of Lower Area and shall not increase said entitlement.

(f) Effective Date. Obligations under this physical solution shall accrue from and after October 1, 1970.

6. Prior Adjudications. So long as SBVMWD is in

1 compliance with the terms of the physical solution herein, OCWD is
2 enjoined and restrained from enforcing the judgments listed below
3 against SBVMWD or any entities within or partially within SBVMWD
4 which have stipulated to accept and adopt such physical solution.
5 So long as WMWD and CBMWD are in compliance with the terms of the
6 physical solution, OCWD is enjoined and restrained from enforcing
7 the judgments listed below against WMWD and CBMWD or any entities
8 within or partially within WMWD or CBMWD which have stipulated to
9 accept and adopt such physical solution.

10 (a) The Irvine Company, plaintiff, Orange County
11 Water District, intervenor, vs. San Bernardino Valley
12 Water Conservation District, et al., defendants,
13 U. S. Dist. Ct., S.D. Cal. Civ. No. Y-36-M, judgments
14 entered September 11, 1942 (Judgment Book 11 page 134),
15 and recorded Book 1540 page 251 and Book 1541 page 85,
16 Official Records of San Bernardino County.

17 (b) Orange County Water District vs. City of
18 Riverside, et al., San Bernardino Superior Court
19 No. 84671.

20 7. Watermaster. The Watermaster, when appointed by the
21 Court, shall administer and enforce the provisions of this Judg-
22 ment and the instructions and subsequent orders of this Court.

23 (a) Composition, Nomination and Appointment.
24 The Watermaster shall consist of a committee com-
25 posed of five (5) persons. CBMWD, WMWD and SBVMWD
26 shall each have the right to nominate one represen-
27 tative and OCWD shall have the right to nominate
28 two (2) representatives to the Watermaster committee.
29 Each such nomination shall be made in writing, served
30 upon the other parties to the Stipulation for this
31 Judgment and filed with the Court. Said Watermaster
32 representatives shall be appointed by and serve at

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
29
30
31
32

the pleasure of and until further order of this Court.

(b) Watermaster Determinations. Each and every finding and determination of the Watermaster shall be made in writing certified to be by unanimous action of all members of the Watermaster Committee. In the event of failure or inability of said Watermaster Committee to reach unanimous agreement, the fact, issue, or determination in question shall forthwith be certified to this Court by the Watermaster, and after due notice to the parties and opportunity for hearing, said matter shall be determined by order of this Court.

(c) Annual Report. The Watermaster shall report to the Court and to each party in writing not more than five (5) months after the end of each Water Year, each of the items required by Paragraph 4 of the Engineering Appendix, Exhibit B hereto, and such other items as the parties may mutually request or the Watermaster may deem to be appropriate. All of the books and records of the Watermaster which are used in the preparation of, or are relevant to, such reported data, determinations and reports shall be open to inspection by the parties to the Stipulation for Judgment herein.

(d) Watermaster Service Expenses. The fees, compensation and expenses of each representative on the Watermaster shall be borne by the district which nominated such person. All other Watermaster service costs and expenses shall be borne by the parties in the following proportions:

OCWD	-	40%
CBMWD	-	20%

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
29
30
31
32

SBVMWD - 201
WMWD - 201

The Watermaster may from time to time in its discretion require advances of operating capital from the parties in said proportions.

8. Continuing Jurisdiction of the Court. Full jurisdiction, power and authority are retained and reserved by the Court for the purpose of enabling the Court, upon application of any party or of the Watermaster by motion and upon at least 30 days' notice thereof, and after hearing thereon:

(a) To make such further or supplemental orders or directions as may be necessary or appropriate for the construction, enforcement or carrying out of this Judgment, and

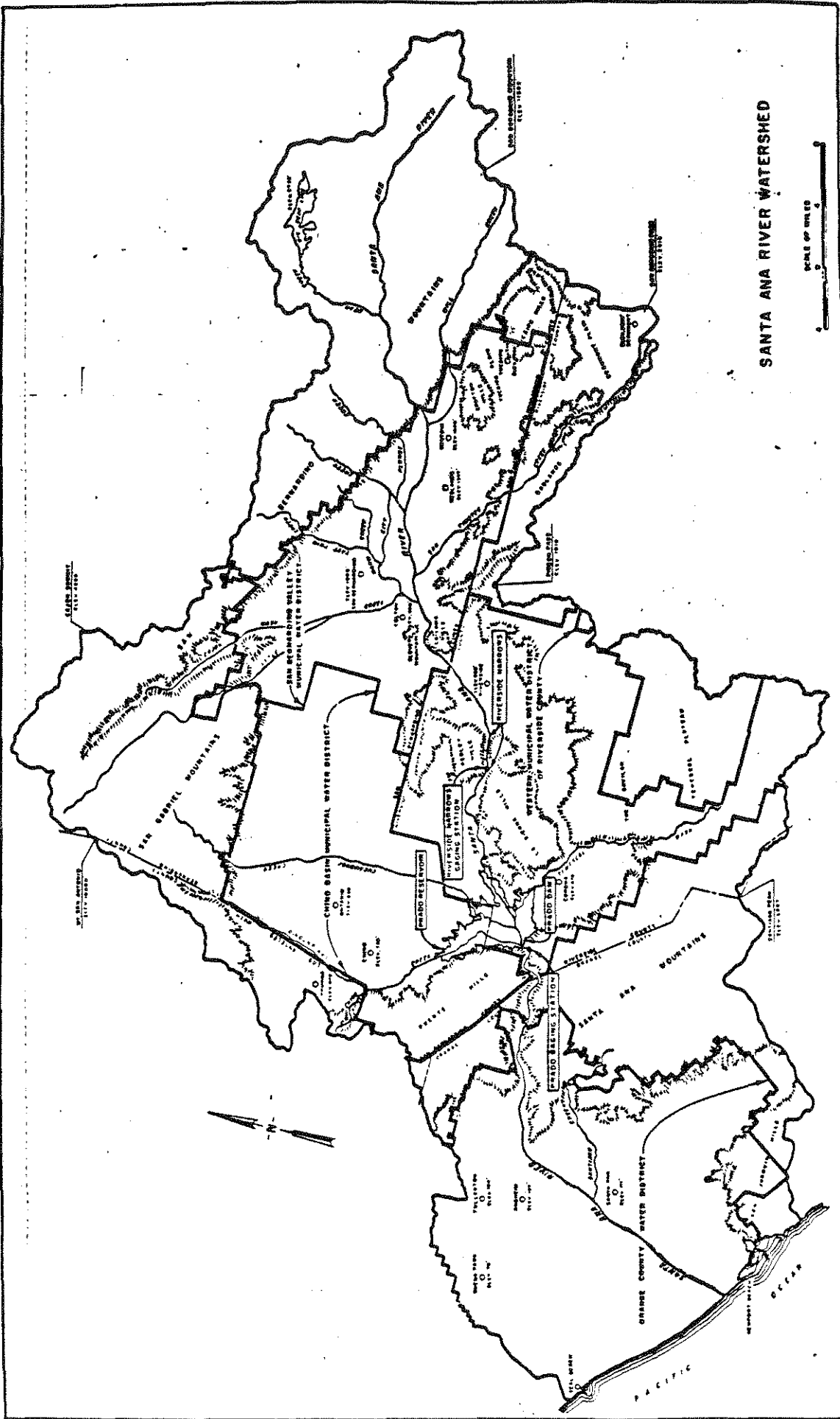
(b) To modify, amend or amplify any of the provisions of this Judgment whenever substantial changes or developments affecting the physical, hydrological or other conditions dealt with herein may, in the Court's opinion, justify or require such modification, amendment or amplification; provided, however, that no such modification, amendment or amplification shall change or alter (1) the average annual obligation of CBMWD and WMWD for delivery of 42,000 acre feet of Base Flow per year at Prado, (2) the average annual obligation of SBVMWD for delivery of 15,250 acre feet of Base Flow per year at Riverside Narrows, (3) the respective minimum Base Flows at Riverside Narrows and Prado, nor (4) the right of the parties to this Judgment or of those who stipulate to accept and adopt the physical solution herein to conserve or store flows.

9. Notices. All notices, requests, objections, reports and other papers permitted or required by the terms of this

1 Judgment shall be given or made by written document and shall be
2 served by mail on each party and its attorney entitled to notice
3 and where required or appropriate, on the Watermaster. For all
4 purposes of this paragraph, the mailing address of each party and
5 attorney entitled to notice shall be that set forth below its sig-
6 nature in the Stipulation for Judgment, until changed as provided
7 below. If any party or attorney for a party desires to change its
8 designation of mailing address, it shall file a written notice of
9 such change with the Clerk of this Court and shall serve a copy
10 thereof by mail on the Watermaster. Upon receipt of any such
11 notice, the Watermaster shall promptly give written notice there-
12 of. Watermaster addresses for notice purposes shall be as speci-
13 fied in the orders appointing each representative on the Water-
14 master.

15 10. Successors. No party shall dissolve, nor shall it
16 abandon or transfer all or substantially all of its powers or
17 property, without first providing for its obligations under this
18 Judgment to be assumed by a successor public agency, with the
19 powers and resources to perform hereunder. Any such successor
20 shall be approved by the Court after notice to all parties and an
21 opportunity for hearing.

22 11. Future Actions. In the event that any Lower Area
23 claimant shall in the future obtain from any court of competent
24 jurisdiction a decree awarding to such claimant a right to receive
25 a stated amount of water from the Upper Area for use in the Lower
26 Area, any water delivered pursuant to such decree shall be consid-
27 ered as part of Base Flow. In the event that the relief obtained
28 by any such claimant is in the form of a restriction imposed upon
29 production and the use of water in Upper Area, rather than a right
30 to receive a stated amount of water, then notwithstanding the
31 proviso in Paragraph 8, any Upper District may apply to the Court
32 to modify the physical solution herein.



SANTA ANA RIVER WATERSHED



EXHIBIT A

1 ENGINEERING APPENDIX

2 The purpose of the Engineering Appendix is to establish the
3 basis for measurements, calculations and determinations required
4 in the operation of the physical solution.

5 1. Measurements.

6 In administering the physical solution, it will be necessary
7 to determine the quantity and quality of stream flow and flow in
8 pipelines or other conveyance facilities at several points along
9 the Santa Ana River. Watermaster shall make, or obtain from United
10 States Geological Survey (USGS), flood control districts or other
11 entities, all measurements necessary for making the determinations
12 required by the Judgment.

13 a. Change in Measuring Device or Location.

14 If any measuring device used or useful in making
15 such determinations is inoperative, abandoned,
16 changed or moved, Watermaster shall estimate the
17 quantity that would have been measured at the sta-
18 tion had it been operative at its original location,
19 or may use a substitute device or location.

20 b. Erroneous Measurement. If Watermaster
21 determines there is an error in any measurement or
22 record, he may utilize his estimate in lieu of said
23 measurement or record.

24 c. Preliminary Records. Watermaster may util-
25 ize preliminary records of measurement. If revisions
26 are subsequently made in the records, Watermaster may
27 reflect such changes in subsequent accounting.

28 2. Determination of Flow Components.

29 Since the records available only provide data on the total
30 quantity of surface flow and since storm runoff occurs during and
31 following periods of rainfall, Watermaster must determine what por-
32 tion of total measured surface flow at Prado and at Riverside

1 Narrows is Storm Flow and what portion is Base Flow.

2 Under paragraph 3(k) of the Judgment, certain categories of
3 water are to be included or excluded from Base Flow. As such
4 waters may or may not be measured by the USGS gages at Prado and/or
5 Riverside Narrows, Watermaster must make appropriate adjustments to
6 account for the same.

7 The parties, in reaching the physical solution provided for
8 in the Judgment, used certain procedures to separate or scalp the
9 Storm Flow from the total measured surface flow and to determine
10 Base Flow. These procedures are reflected in the Work Papers of
11 the engineers, bound copies of which shall be filed with the Water-
12 master. Watermaster shall use either the same procedures or pro-
13 cedures which will give equivalent results, giving due considera-
14 tion to all sources of the surface flow measured at the gages, to
15 changes in the amounts and the proportionate contributions of each
16 source, and to changes in location of measuring points.

17 3. Water Quality Determinations.

18 It will be necessary to determine for each water year the
19 weighted average Total Dissolved Solids (TDS) content of the Base
20 Flow at Riverside Narrows and of the total flow at Prado.

21 TDS shall be determined by the method set forth under "B.
22 Filterable Residual", starting on page 245 of Standard Methods for
23 Examination of Water and Wastewater, Twelfth Edition, 1965, Library
24 of Congress Catalog Card No. 55-1979. The drying temperature shall
25 be 180° centigrade. Milligrams per liter (mg/l) shall be deemed
26 equivalent to parts per million (ppm) for purposes of the Judgment.

27 a. Procedure at Prado.

28 (1) Determinations of the electrical
29 conductivity at 25°C. near the gaging sta-
30 tion at Prado shall be made or obtained.

31 (2) A sufficient number of determinations
32 of TDS of the flow at the same point shall be

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
29
30
31
32

made or obtained to provide the relationship between TDS and electrical conductivity for all rates of flow. This relationship shall be used to determine the average daily TDS weighted by flow, for each day of the year. During periods of Storm Flow, samples shall be taken at least daily.

(3) The annual weighted average TDS of all waters passing Prado shall be determined. Any direct deliveries or flows which are included or excluded in the definition of Base Flow as set forth in paragraph 3(k) of the Judgment, shall be similarly included or excluded in the calculation of the annual weighted average TDS.

b. Procedure at Riverside Narrows. The procedure to adjust Base Flow at Riverside Narrows shall be the same as that outlined in paragraph a. above, except that the annual weighted average TDS of Base Flow only is to be determined. Therefore during periods of Storm Flow, the TDS of Base Flow shall be estimated.

4. Accounting.

Utilizing the appropriate obligations set forth in the Judgment and the measurements, calculations and determinations described in this Engineering Appendix, Watermaster shall maintain a continuing account for each year of the following items.

a. Prado Accounting.

(1) Base Flow at Prado. See Paragraph 2 of this Engineering Appendix and Paragraph 3(k) of the Judgment.

- 1 (2) Annual Weighted TDS of Total Flow
2 at Prado. See Paragraph 3a of this Engineer-
3 ing Appendix.
- 4 (3) Annual Adjusted Base Flow. See Para-
5 graph 5(c)(2) of the Judgment and items (1)
6 and (2) above.
- 7 (4) Cumulative Adjusted Base Flow. This
8 is the cumulation of quantities shown in item (3)
9 above.
- 10 (5) Cumulative Entitlement of OCWD at Prado.
11 This is the product of 42,000 acre feet multi-
12 plied by the number of years after October 1,
13 1970.
- 14 (6) Cumulative Credit or Debit. This is
15 item (4) minus item (5).
- 16 (7) One-third of Cumulative Debit. This is
17 equal to one-third of any cumulative debit shown
18 in item (6) above.
- 19 (8) Minimum Required Base Flow in Follow-
20 ing Year. This is the minimum quantity of Base
21 Flow at Prado which CBMWD and WMWD must jointly
22 cause to occur in the following year determined
23 in accordance with paragraph 5(c)(1) of the
24 Judgment and utilizing item (7) above.
- 25 b. Riverside Narrows Accounting.
- 26 (1) Base Flow at Riverside Narrows.
27 See Paragraph 2 of this Engineering Appendix
28 and Paragraph 3(k) of the Judgment.
- 29 (2) Annual Weighted TDS of Base Flow at
30 Riverside Narrows. See Paragraph 3b of this
31 Engineering Appendix.
- 32 (3) Annual Adjusted Base Flow. See

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
29
30
31
32

Paragraph 5(b)(2) of the Judgment and items (1) and (2) above.

(4) Cumulative Adjusted Base Flow. This is the cumulation of quantities shown in item (3) above.

(5) Cumulative Entitlement of CBMWD and WMWD at Riverside Narrows. This is the product of 15,250 acre feet multiplied by the number of years after October 1, 1970.

(6) Cumulative Credit or Debit. This is item (4) minus item (5).

(7) One-third of Cumulative Debit. This is equal to one-third of any cumulative debit shown in item (6) above.

(8) Minimum Required Base Flow in Following Year. This is the minimum quantity of Base Flow at Riverside Narrows which SBVMWD must cause to occur in the following year determined in accordance with Paragraph 5(b)(1) of the Judgment and utilizing item (7) above.



Winston H. Hickox
Secretary for
Environmental
Protection

State Water Resources Control Board

Division of Water Rights

901 P Street • Sacramento, California 95814 • (916) 657-1951
Mailing Address: P.O. Box 2000 • Sacramento, California • 95812-2000
Fax (916) 657-1485 Web Site Address: <http://www.swrcb.ca.gov>



Gray Davis
Governor

NOTICE OF PUBLIC HEARING

PETITIONS TO REVISE DECLARATION OF FULLY APPROPRIATED STREAMS TO ALLOW PROCESSING OF TWO SPECIFIED APPLICATIONS TO APPROPRIATE WATER FROM THE SANTA ANA RIVER

9:00 a.m., December 7 & 8*, 1999

* If necessary

State Water Resources Control Board
Paul R. Bonderson Building
901 P Street, First Floor Hearing
Sacramento, CA 95814

SUBJECT OF HEARING

This hearing is scheduled to receive evidence which will assist the State Water Resources Control Board (SWRCB) in determining whether to revise the Declaration of Fully Appropriated Streams (Declaration) to allow for processing two applications to appropriate water from the Santa Ana River.

BACKGROUND

Pursuant to Water Code sections 1205 through 1207, the SWRCB has adopted and periodically revised a Declaration of Fully Appropriated Streams (Declaration). The Declaration includes a list of stream systems that have been found to be fully appropriated for all or part of the year based upon court decisions or decisions of the SWRCB. The Santa Ana River stream system has been found to be fully appropriated throughout the year from its mouth at the Pacific Ocean upstream in Riverside, San Bernardino and Orange Counties. The Santa Ana River system was included in the original Declaration adopted by SWRCB Order WR 89-25 and it remains listed on the most recent revised Declaration adopted by SWRCB Order WR 98-08. Order WR 89-25 cited State Water Rights Board Decision 1194 for the finding that no unappropriated water is available from the Santa Ana River watershed. The finding regarding no unappropriated water in Decision 1194 referred to the Court of Appeal decision in *Orange County Water District v. Riverside et al*, 188 Cal. App. 2d (1961).

The subject of water rights on the Santa Ana River was also addressed in an April 17, 1969, stipulated judgment of the Superior Court for Orange County. (Orange County Water District v. City of Chino, Superior Court No. 117628.) The 1969 Orange County judgment provided a basis for division of the water resources of the upper and lower portions of the Santa Ana River

based upon specified flows at Prado Dam and Riverside Narrows. The judgment also provides that the guaranteed flows are to be calculated over stated periods of time and are subject to adjustment for water quality. The judgment further provides that, if parties downstream of Prado Dam receive the water to which they are entitled and other provisions of the judgment are complied with, then water users and other entities upstream of Prado Dam are free to engage in "unlimited water conservation activities, including spreading, impounding, and other methods."

A stipulated judgment was also entered on April 17, 1969, by the Superior Court for Riverside County. (Western Municipal Water District of Riverside County v. East San Bernardino County Water District, Superior Court No. 78426.) The Riverside County judgment declared that water users within the boundaries of San Bernardino Valley Municipal Water District (SBVMD) are entitled to 72.05% of the safe yield of the San Bernardino Basin Area. The judgment also declared that six of the plaintiffs whose service areas are wholly or mostly within Riverside County are entitled to the remaining 27.95% of the safe yield of the San Bernardino Basin Area. Western Municipal Water District (WMWD) is one of the six parties referred to in the judgment. This judgment also refers to "new conservation" in the San Bernardino Basin Area.

Section 871, et seq. of title 23, California Code of Regulations (regulations) sets forth the procedure and requirements applicable to revision of the Declaration to allow for processing of water right applications on streams previously declared to be fully appropriated. The SWRCB has received two petitions requesting that the Declaration be revised to allow for processing two applications to appropriate water from the Santa Ana River. Each petitioner has also submitted an application to appropriate the water identified in the petitions.

The first petition was submitted by SBVMWD and WMWD on May 31, 1995. The petition and accompanying hydrologic data were filed for the purpose of demonstrating that water that was previously lost as flood flows can now be stored in the Seven Oaks Dam flood control project. The petitioners assert that the opportunity for "conservation of flood water by Seven Oaks Dam constitutes a 'change in circumstances' within the meaning of section 871, subdivision (b)" of the applicable regulations. The petition filed by SBVMWD and WMWD was accompanied by a water right application which requests direct diversion and storage for municipal use in the years when such water is available without infringing on existing rights. The application requests: (1) the right to divert up to 800 cubic feet per second (cfs) by direct diversion; (2) the right to store up to 50,000 acre-feet per annum (afa) in the reservoir formed by Seven Oaks Dam; and (3) the right to place up to 100,000 afa in underground storage. The total combined amount of water to be directly diverted or stored during any one year would not exceed 100,000 afa.

On September 3, 1999, the Orange County Water District (OCWD) filed a petition and accompanying hydrologic information to demonstrate that flows in the lower reach of the Santa Ana River watershed have changed due to upstream urbanization and increased return flows of treated wastewater now discharged into the stream system. The petition also states that OCWD has made a significant effort and investment to capture the increased return flows that would otherwise flow to the ocean. Thus, the petitioner asserts that there is a "change in circumstances" within the meaning of section 871(b) of the regulations. The OCWD petition states that the sole purpose of the petition is to enable the SWRCB to accept and ultimately approve a water right application submitted by OCWD on November 15, 1992, and

supplemented on August 21, 1998. The OCWD petition states that its application is not intended to disrupt previously established existing rights for diversion upstream of OCWD facilities. The OCWD application seeks a permit to appropriate up to 800 cfs by direct diversion and up to 146,800 afa by storage in Prado Dam, Gypsum Canyon Reservoir, Aliso Canyon Reservoir and underground storage in various groundwater basins as part of OCWD's ongoing groundwater recharge operations. The total combined amount taken by direct diversion and storage during any one year would not exceed 507,800 afa.

The Chief of the Division of Water Rights has reviewed the hydrologic information provided by each of the petitioners and concluded that there is basis for a hearing on the question of whether the Declaration should be revised in order to allow for processing of the water right application of SBVMD and WMWD, and the water right application of OCWD. Approval of either petition would allow the SWRCB to accept, for filing, the water-right application submitted by that petitioner and proceed with processing the application(s) in accordance with applicable provisions of the Water Code. The hearing on the petitions to revise the Declaration is not a hearing on the merits of the water right applications, nor would approval of either or both petitions require a finding that water is available in the quantities or during the entire seasons of diversion specified in the applications. Rather, the hearing is limited to the purpose of determining if the Declaration should be revised to allow the SWRCB to proceed with processing the petitioners' water right applications. If either petition is granted, the petitioner's water right application would be accepted for filing, and any issues regarding that application would be addressed pursuant to the provisions of Water Code section 1200 et seq.

KEY ISSUES

Should SWRCB revise the Declaration for the limited purpose of processing the water right applications submitted by the petitioners?

- Has adequate information been provided to demonstrate that there is a change in circumstances since the Santa Ana River system was included in the Declaration?
- Is there adequate information to determine the appropriate diversion season for purposes of revising the Declaration to allow for processing the applications filed by the petitioners? If the information is not presently available, should the petitioners be required to submit information to document the appropriate diversion season during application processing? Are any other requirements appropriate?
- Have the petitioners documented that there is adequate unappropriated water to justify revision of the Declaration for purposes of processing the applications, in whole or in part?
- Are any senior pending applications to appropriate water affected by the SWRCB action on the petitions? If so, what actions are appropriate to address this issue?

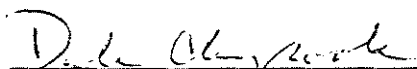
A SPECIAL NOTE IF YOU WANT TO TAKE PART IN THIS HEARING: All those persons who plan to participate in this hearing should carefully read the enclosure entitled "Information Concerning Appearance at Water Right Hearing." As stated in that enclosure, parties intending to present evidence at the hearing must submit a "Notice of Intent to Appear" which must be **RECEIVED** by the Board on or before **4:00 p.m. November 5, 1999**.

Questions concerning this notice may be directed to *Katherine Mrowka of the Division of Water Rights* at (916) 657-1951 FAX # (916) 657-1485, or to *Dan Frink of the Office of Chief Counsel* at (916) 657-2104.

PARKING AND ACCESSIBILITY

The enclosed map shows the location of the Paul R. Bonderson Building in Sacramento. Public parking is available in the State Garage on 10th Street between O and P Streets, in metered spaces on area streets, and in the public parking garages on L Street between 10th and 11th Streets and on P Street between 11th and 12th Streets.

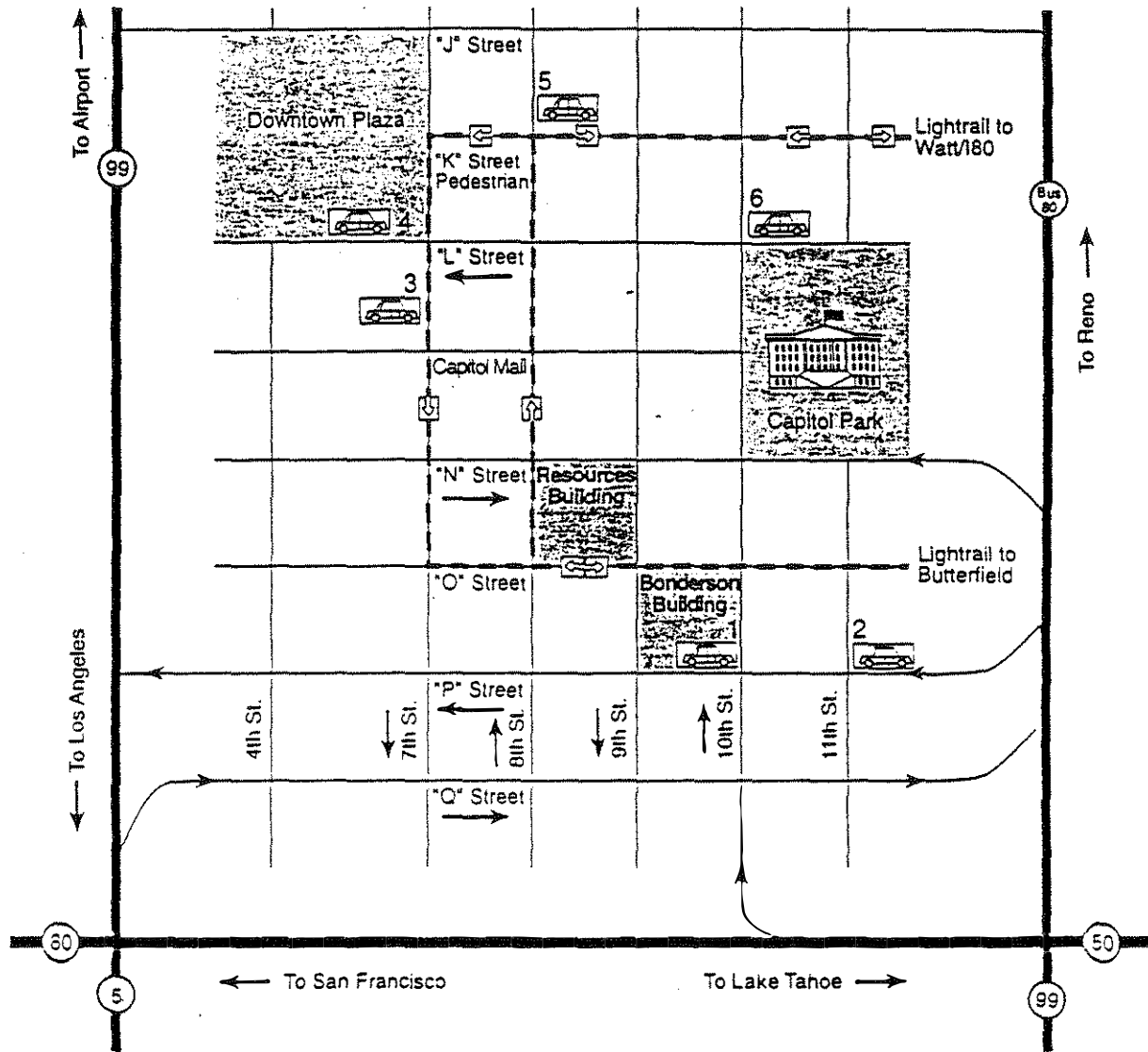
The Paul R. Bonderson Building first-floor hearing room is accessible to persons with disabilities.



Maureen Marché
Administrative Assistant to the Board


Enclosures

Date: SEP 10 1999



Resources Building Auditorium
 1416 9th Street
 Sacramento

Bonderson Building
 901 P Street
 Sacramento

Parking: 

1. State Garage
\$0.75 per half hour
2. State Garage
\$0.75 per half hour
3. \$6.00 per day max
4. \$6.00 per day max
5. \$5.50 per day max
6. \$6.00 per day max

INFORMATION CONCERNING APPEARANCE AT WATER RIGHT HEARING

The following procedural requirements will apply to this hearing and will be strictly enforced by the SWRCB. Failure to submit witness information and exhibits in a timely manner may be interpreted by the SWRCB as intent not to appear.

1. **PARTIES:** A person who wishes to participate in the hearing as a party and present evidence must submit a Notice of Intent to Appear, written testimony, and exhibits, in accordance with the requirements set forth below, with a request to be designated a party to the hearing.

A person who wishes only to present only a policy statement, either orally or in writing, will be considered an interested person and not a party to the hearing. A person who wishes to present a policy statement must file a Notice of Intent to Appear and follow the requirements governing policy statements (see item 6a below).

2. **NOTICE OF INTENT TO APPEAR:** Parties and interested persons must submit to the SWRCB a written Notice of Intent to Appear (notice) on the enclosed form. If there is any change in the hearing schedule, only those persons who have filed a notice will be informed of the change.

The notice must include the name and address of the party or interested person, or the name of the party's or interested person's representative. An interested person should clearly indicate on the notice his or her intent to make a policy statement only. A person who wishes to participate as a party must also include the name of each witness who will testify on the party's behalf, together with a description of the proposed testimony and the estimated amount of time required by the witness to present an oral summary of his or her testimony, which must be submitted in writing as described in item 3, below. For each expert witness, a statement of qualifications should be attached.

The SWRCB must receive six copies of the notice by **4:00 p.m. on November 5, 1999**. Following receipt of the notices, the SWRCB will compile and mail out a list of parties to exchange information that is composed of the persons who submitted a notice and intend to present evidence. Only a party who has submitted a notice will be included on the list of parties to exchange information. No later than **November 19, 1999** each party shall serve a copy of the party's notice, along with exhibits, on each of the parties identified on the list.

3. **WRITTEN TESTIMONY:** Each party proposing to present testimony on factual or other evidentiary matters at the hearing must submit the testimony in writing by **4:00 p.m. on November 19, 1999**. Written testimony is, and will be treated as, an exhibit (see item 4 below). Oral testimony that goes beyond the scope of written testimony may be excluded.

4. **EXHIBITS:** Each person wishing to present exhibits shall submit six copies of the party's exhibits to the SWRCB and serve one copy on each of the other parties included on the list of parties to exchange information. All written testimony of each witness, and the statements of qualifications for expert witnesses, are considered to be exhibits. All written testimony, statements of qualifications for expert witnesses, other exhibits, and a complete list of exhibits must be received by the SWRCB **no later than 4:00 p.m. on November 19, 1999**, and served on the other parties by mail on or before that date. A statement of service, which indicates the manner of service on the parties, shall be filed with each party's exhibits.

Each party also shall complete and submit the attached exhibit identification index with the party's exhibits. The Status of Evidence column will be completed by the SWRCB during the course of the hearing.

Proposed exhibits are subject to the following requirements:

- a. Information based on technical studies or models shall be accompanied by sufficient information to clearly identify and explain the logic, assumptions, development, and operation of the studies or models.
 - b. In accordance with California Code of Regulations, title 23, section 648.3, public records of the SWRCB and documents or other evidence that have been prepared and published by a public agency, if otherwise admissible, may be submitted as exhibits by reference provided that the original or a copy is in the possession of the SWRCB.
 - c. If documents are submitted as exhibits by reference, the parties offering such documents shall advise the other parties with whom exhibits must be exchanged of the titles of the documents, the particular portions on which they rely, the nature of the contents, the purpose for which the exhibit will be used when offered into evidence, and the specific file folder or other exact location in SWRCB's files where the document(s) may be found.
 - d. Exhibits that rely on unpublished technical documents will be excluded unless the unpublished technical documents are admitted as exhibits.
5. **RULES OF EVIDENCE:** Evidence will be admitted in accordance with the provisions of Government Code section 11513.
6. **ORDER OF PROCEEDING:** The hearing will be conducted in accordance with California Code of Regulations, title 23, section 648.5 and the following specific rules.
- a. **POLICY STATEMENTS:** Pursuant to California Code of Regulations, title 23, section 648.1, subdivision (d), the SWRCB will provide an opportunity for presentation of policy statements or comments by interested persons who are not participating as parties in the proceeding. A policy statement is a non-evidentiary statement that may include the speaker's policy views or non-expert analysis of evidence that already has been submitted. Policy statements will be heard first. Policy statements are not subject to the pre-hearing

requirements for exhibits set forth above. All persons wishing to make policy statements, however, are requested to file a Notice of Intent to Appear on the enclosed form indicating clearly an intent to make only a policy statement.

Persons making policy statements will not be sworn or asked to affirm the truth of their statements, and they must not attempt to use their statements to present evidence of facts, either orally or by introduction of written exhibits. At the discretion of the hearing officer, questions may be addressed to persons making policy statements for the purpose of clarifying their statements. Persons making policy statements, however, are not subject to cross-examination.

Time limitations of five minutes or less will be imposed on policy statements. Persons making policy statements are encouraged to have written copies of their statement available at the time they speak for distribution to the SWRCB.

- b. **OPENING STATEMENTS:** All parties who present evidence in the hearing may make an opening statement. Oral presentation of an opening statement will be limited to 20 minutes for each party. An opening statement may also be submitted in writing. Parties should use their opening statements to explain the objectives of their case, the major points that will be made, and the relationship between the major points and the key issues. An opening statement may include any policy-oriented statements that the party wishes to make.
- c. **PRESENTATION OF EACH PARTY'S CASE-IN-CHIEF:** Each party shall present one case-in-chief addressing the key issues identified in the hearing notice. The presentation shall include all written testimony and other exhibits. Oral presentation of the direct testimony of each witness shall be limited to a maximum of 20 minutes per witness, not to exceed a total of two hours for all witnesses presented by a party. The time allowed for the presentation of a party's case-in-chief may be extended upon a showing of good cause. The hearing officer will limit presentation of redundant testimony.

All witnesses presenting testimony must appear at the hearing. Each witness shall identify his or her written testimony, affirm that the testimony is true and correct, and briefly summarize the major points in the testimony. Written testimony may not be read into the record. The written testimony shall be treated as direct testimony in its entirety.

- d. **CROSS-EXAMINATION:** Immediately following the presentation of each party's case-in-chief, the party's witnesses will be subject to cross-examination by the other parties, SWRCB members, and SWRCB staff. Witnesses may be cross-examined on subjects that were not covered in their direct testimony.

If a party presents multiple witnesses on a given subject area or closely related subject areas, those witnesses may be subject to cross-examination as a panel, at the discretion of the hearing officer. Cross-examination will be limited to 20 minutes per witness or panel of witnesses, for each party conducting cross-examination. The time allowed for cross-examination will be extended upon a showing of good cause demonstrated in an offer of proof. Redirect examination and recross examination may be permitted for good cause at the discretion of the hearing officer.

- e. **REBUTTAL EVIDENCE:** Parties will have the opportunity to present rebuttal evidence. Parties must not use the opportunity to present rebuttal evidence to attempt to present new evidence that should have been included in the case-in-chief, or to present repetitive evidence. All rebuttal evidence will be subject to cross-examination.
- f. **CLOSING ARGUMENTS:** Oral closing statements shall not be made. An opportunity will be provided for submission of written closing statements or legal briefs following the close of the hearing. Six copies of any closing statements or legal briefs shall be submitted to the SWRCB and one copy shall be mailed to each of the parties required to exchange information for this hearing. The schedule for submission of closing statements and legal briefs will be decided by the hearing officer at the close of the hearing.
7. **EX PARTE COMMUNICATION:** During the pendency of the proceeding, commencing no later than the issuance of the Notice of Hearing, there will be no *ex parte* communications between SWRCB members or staff and any of the parties or interested persons regarding substantive issues within the scope of the proceeding. Communications regarding noncontroversial procedural matters will be permitted, but ordinarily should be directed to SWRCB staff and not to SWRCB members.
8. **CONDUCT OF PROCEEDING GENERALLY:** The proceeding will be conducted as provided herein and in accordance with the procedures for adjudicative proceedings set forth in California Code of Regulations, title 23, sections 648-648.8, 649.6, and 760. Please note that section 648.5, subdivision (a), provides that:

“Adjudicative proceedings shall be conducted in a manner as the Board deems most suitable to the particular case with a view toward securing relevant information expeditiously without unnecessary delay and expense to the parties and to the Board.”

Materials submitted to the SWRCB should be addressed as follows:

Division of Water Rights
State Water Resources Control Board
P.O. Box 2000
Sacramento, CA 95812-2000
Attn: Katherine Mrowka
Phone: (916) 657-1951
Fax: (916) 657-1485

Exhibit Identification Index

Participant _____

Exhibit No.	Description	Status as Evidence	
		Introduced	Accepted

FILED

APR 17 1968

W. E. ST. JAMES, Clerk
By: [Signature] Deputy

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
29
30
31
32

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,)
)
Plaintiff,)
)
v.)
)
CITY OF CHINO, et al.,)
)
Defendants.)

CITY OF CHINO, et al.,)
)
Cross-Complainants,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)

CORONA FOOTHILL LEMON COMPANY, et al.,)
)
Cross-Complainants,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)

CITY OF POMONA, a municipal corporation,)
)
Cross-Complainant,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)

No. 117628

STIPULATION AND ORDER
RE DISMISSAL OF
CERTAIN DEFENDANTS

EXHIBIT "3"

1 CITY OF RIVERSIDE, et al.,)
2 Cross-Complainants,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6 _____)
7 BEAR VALLEY MUTUAL WATER COMPANY, et al.,)
8 Cross-Complainants,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12 _____)
13 SAN BERNARDINO VALLEY MUNICIPAL WATER)
14 DISTRICT, a municipal water district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19 _____)
20 EAST SAN BERNARDINO COUNTY WATER)
21 DISTRICT, a county water district,)
22 Cross-Complainant,)
23 v.)
24 CITY OF ANAHEIM, et al.,)
25 Cross-Defendants.)
26 _____)
27 CITY OF SAN BERNARDINO, a municipal)
28 corporation,)
29 Cross-Complainant,)
30 v.)
31 CITY OF ANAHEIM, et al.,)
32 Cross-Defendants.)

1 CITY OF REDLANDS, a municipal corporation,)
2 Cross-Complainant,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6 _____)
7 CITY OF COLTON, a municipal corporation,)
8 Cross-Complainant,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12 _____)
13 SAN BERNARDINO VALLEY WATER CONSERVATION)
14 DISTRICT, a water conservation district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19 _____)
20 CITY OF RIALTO, a municipal corporation,)
21 Cross-Complainant,)
22 v.)
23 CITY OF ANAHEIM, et al.,)
24 Cross-Defendants.)
25 _____)
26 BIG BEAR MUNICIPAL WATER DISTRICT, a)
27 municipal water district,)
28 Cross-Complainant,)
29 v.)
30 CITY OF ANAHEIM, et al.,)
31 Cross-Defendants.)
32 _____)

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

RECITALS

2 1. The Case. The above action was filed on October 18,
3 1963, seeking adjudication of the water rights of substantially
4 all water users in the area tributary to Prado Dam in the Santa Ana
5 Watershed. There were in excess of 2,500 defendants served and
6 named in the original complaint and amendments thereto.

7 2. Proposed Physical Solution. As a means of settling this
8 action, a physical solution has been negotiated by plaintiff
9 Orange County Water District and defendants Chino Basin Municipal
10 Water District, Western Municipal Water District of Riverside
11 County, and San Bernardino Valley Municipal Water District. Said
12 physical solution accomplishes a general inter-basin allocation
13 of the natural water supply of the Santa Ana River system and
14 leaves to each of the major hydrologic units in the watershed the
15 determination and regulation of individual rights therein and the
16 development and implementation of its own basin management plans.

17 3. It is proposed by plaintiff Orange County Water
18 District to enter a dismissal as to all defendants other than said
19 three municipal water districts, conditioned only upon the accept-
20 ance of this stipulation by the defendants who are listed as sig-
21 natories hereinbelow, and their agreement to cooperate with the
22 physical solution.

23
24

STIPULATION

24 IT IS HEREBY STIPULATED by and between Plaintiff Orange
25 County Water District and the undersigned defendants as follows:

26 1. Dismissal of Individual Defendants. Orange County
27 Water District agrees to the entry of an order by the Court dis-
28 missing, on the ground that they are not necessary parties to the
29 physical solution, each and all of the individual defendants here-
30 in excepting only Chino Basin Municipal Water District, Western
31 Municipal Water District of Riverside County, and San Bernardino
32 Valley Municipal Water District. Said dismissals shall be in

1 consideration of the stipulation by the undersigned defendants to
2 the covenants hereinafter contained.

3 2. Acceptance of Physical Solution. The undersigned de-
4 fendants hereby accept and adopt the physical solution set forth
5 in the form of judgment attached hereto, subject to the provisions
6 of Paragraph 3, below. Nothing herein contained, however, shall
7 preclude the assertion, protection and preservation of the water
8 rights of any of the undersigned defendants among themselves, nor
9 shall any provision herein limit the flood control function of any
10 flood control district.

11 3. Support of Conservation Activities. It is recognized
12 that the physical solution in said Judgment contemplates that
13 Orange County Water District and other entities downstream from
14 Prado Dam will have full freedom to engage in any activities for
15 conservation or storage of Storm Flow at or below Prado Reservoir
16 subject only to flood control use. The undersigned defendants
17 hereby covenant and agree not to oppose any project for conservation
18 of Storm Flow in the storage capacity of Prado Reservoir below the
19 514 foot contour above sea level which involves the impounding of
20 Storm Flow in the Reservoir with controlled release at the maximum
21 rate consistent with the hydrological capability of the downstream
22 area to absorb such released flow and avoid waste to the ocean.

23 4. Water Quality Cooperation. Any of the undersigned de-
24 fendants who participate directly in the management or control of
25 sewage or other water treatment facilities agree that any water or
26 effluent deposited by them into the Santa Ana River or its stream
27 bed will not be of a lesser quality than will meet the present
28 requirements of Santa Ana River Basin Regional Water Quality
29 Control Board.

30 5. Execution in Counterpart. This stipulation may be exe-
31 cuted in counterparts (each counterpart being an exact copy or
32 duplicate of the original) and the signature pages from each

1 counterpart may be collected by the County Clerk and attached to a
2 single copy of the stipulation for filing. Thereupon said filed
3 document shall be considered as constituting one complete Stipula-
4 tion for Dismissal.

5 Dated: October 1, 1968

7 PILLSBURY, MADISON & SUTRO
8 RUTAN & TUCKER

9 By [Signature]

ORANGE COUNTY WATER DISTRICT

By [Signature]
President

By [Signature]
Secretary

12 [Signature]
13 City Attorney

14 CLAYSON, STARK, ROTHROCK & MANN

15 By [Signature]

CITY OF ONTARIO

By [Signature]
Mayor

By [Signature]
Clerk

17 [Signature]
18 City Attorney

19 CLAYSON, STARK, ROTHROCK & Mann

20 By [Signature]

CITY OF CHINO

By [Signature]
Mayor

By [Signature]
Clerk

23 SURR & HELLYER

24 By [Signature]

CUCAMONGA COUNTY WATER DISTRICT

By [Signature]
President

25 And [Signature]
26 Secretary

CITY OF CORONA

27 By [Signature]
28 Mayor

29 By [Signature]
30 Clerk

31 Note: Separate signature pages were attached to the filed original,
32 but have been photographically consolidated for purposes of
this printed copy.

CLAYSON, STARK, ROTHROCK & MANN

By *Charles P. Stark*

TEMESCAL WATER COMPANY

By *T. C. [unclear]*

MEEKS & DALEY WATER COMPANY

By *[unclear]*

AGUA MANSA WATER COMPANY

By *[unclear]*

CORONA FOOTHILL LEMON COMPANY

By *[unclear]*

JOY WATER COMPANY

By *[unclear]*

[unclear]
City Attorney

CITY OF POMONA

By *[unclear]*
Mayor

TAYLOR & SMITH

By *Edward T. Taylor*

By *[unclear]*
Clerk

SOUTHERN CALIFORNIA WATER COMPANY

By *[unclear]*
R. L. Anthony
Vice President-Operations

CITY OF UPLAND

A. E. Mann
City Attorney

By *Howard W. Johnson*
Mayor

CLAYSON, STARK, ROTHROCK
& MANN

By *Donald R. Corcoran*
Clerk

By *Donald R. Corcoran*

WEST END CONSOLIDATED WATER CO.

By *John Davis*

C. E. Thomas

CHINO BASIN WATER CONSERVATION
DISTRICT

By *Robert Williams*

By *Robert Williams*

SAN ANTONIO WATER COMPANY

By *Robert Williams*

C. E. Thomas

Eugene A. ...
City Attorney

CITY OF LA VERNE

By *Edna ...*
Mayor

CLAYSON, STARK, ROTHROCK
& MANN

By *Frank ...*
Clerk

By *Frank ...*

CLAYSON, STARK, ROTHROCK
& MANN

By [Signature]

MONTE VISTA COUNTY WATER DISTRICT

By [Signature]
President

By [Signature]
Secretary

SUNKIST GROWERS, INC.

[Signature]
Counsel

By [Signature]
SECRETARY

CLAYSON, STARK, ROTHROCK & MANN

By [Signature]

KAISER STEEL CORPORATION

[Signature]
Counsel

By [Signature]
Vice President and Secretary

LONERGAN, JORDAN & GRESHAM

By [Signature]

CLAYSON, STARK, ROTHROCK & MANN

By [Signature]

SOUTHWEST WATER COMPANY

By [Signature] F.V.F.

ETIWANDA WATER COMPANY, a corporation

By [Signature]
Secretary

SURR & HELLYER

By John B. Surr

EAST HIGHLANDS ORANGE COMPANY,
a corporation

By [Signature]
Secretary

KRONICK, MOSKOVITZ, TIEDEMANN
and GIRARD

By Adolph Moskowitz
ADOLPH MOSKOVITZ

JURUPA COMMUNITY SERVICES
DISTRICT

By [Signature]

KRONICK, MOSKOVITZ, TIEDEMANN
and GIRARD

By Adolph Moskowitz
ADOLPH MOSKOVITZ

VALENCIA MUTUAL WATER COMPANY

By Marion B. Walls
Secretary

KRONICK, MOSKOVITZ, TIEDEMANN
AND GIRARD

Adolph Moskowitz
Adolph Moskowitz

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

[Signature]
Chairman

ATTEST:
DONALD D. SULLIVAN, Clerk
[Signature]
Deputy

KRONICK, MOSKOVITZ, TIEDEMANN
AND GIRARD

Adolph Moskowitz
Adolph Moskowitz

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

[Signature]
Chairman
MEMBER OF THE BOARD OF SUPERVISORS

ATTEST:
DONALD D. SULLIVAN, Clerk
By [Signature]
Deputy

KRONICK, MOSKOVITZ, TIEDEMANN
and GIRARD

By Adolph Moskowitz
ADOLPH MOSKOVITZ

BEAUMONT IRRIGATION DISTRICT

By Arnold Linton

REDWINE AND SHERRILL

By Maurice C. Sherrill
Maurice C. Sherrill
Attorneys for Defendant West San
Bernardino County Water District

WEST SAN BERNARDINO COUNTY
WATER DISTRICT

By Randolph C. McKinley
Randolph C. McKinley
President of the Board of
Directors

CITY OF RIALTO

By Frank Lowe

Joseph J. Zappala

RIALTO MUTUAL WATER COMPANY

By R. C. Cox

RUNNING SPRINGS COUNTY WATER DISTRICT

By: W. L. Smith
President

Attest Amey M. Moore
Secretary

(S E A L)

Crest Forest County Water District

By: Alvin E. Brown
President

Attest: James A. Dilworth
Secretary

(S E A L)

MUSCOY MUTUAL WATER COMPANY #1

GARST AND DILWORTH

By Ralph E. Stiegel
Pres

By James W. Dilworth A. E. Quaternman
Attorneys for Defendant Secy.
MUSCOY MUTUAL WATER COMPANY #1

CITY OF COLTON

By Wilfred E. Kaney
WILFRED E. KANEY
Mayor

ATTEST:

GARST AND DILWORTH

Elizabeth Davis
ELIZABETH DAVIS
City Clerk

By James W. Dilworth
Attorneys for City of Colton

Approved as to form:

Lawrence A. Hutton
LAWRENCE A. HUTTON
City Attorney

SURR & HELLYER

FONTANA UNION WATER COMPANY

By John B. Surr

By Julia F. Comstock
Secretary

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By James W. Anderson
President

and E. J. Lippert
Secretary

Approved:

Paul D. Eastwood
Attorney

COUNTY OF SAN BERNARDINO

By Ruben S. Ayala
RUBEN S. AYALA, Chairman
Board of Supervisors

SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT

By Ruben S. Ayala
RUBEN S. AYALA, Chairman
Board of Supervisors
Governing Board of the
San Bernardino County Flood
Control District

STANFORD D. HERLICK
County Counsel

By M. Crane Ritchel
M. CRANE RITCHEL
Assistant County Counsel
Attorneys for Defendants
County of San Bernardino and
the San Bernardino County Flood
Control District

BEST, BEST & KRIEGER

By: Stan D. Herlick

WEST RIVERSIDE 350" WATER COMPANY

By: Philip D. Anderson

WESTERN HEIGHTS WATER COMPANY, a corporation

By

Carl W. [Signature]

SURR & HELLYER

By

John B. Surr

SOUTH MESA WATER COMPANY, a corporation

By

Ernest R. [Signature]

SURR & HELLYER

By

John B. Surr

NORTH FORK WATER COMPANY, a corporation

By

[Signature] President
John L. [Signature] Secretary

SURR & HELLYER

By

John B. Surr

CHAPMAN ASSOCIATES, a partnership

By

C. S. Chapman, Jr.
C. S. Chapman, Jr.
C. S. Chapman, Jr.
C. S. Chapman, Jr., as Trustee

Alice Ellen Chapman
Alice Ellen Chapman

Sued herein as "Marigold Farms Company"

LANGFORD RANCHES

By

Ernest R. Larsen
Ernest R. Larsen, a partner

IOAMOSA WATER COMPANY, a corporation

By

Charles M. [Signature] President

ROLLIN E. WOODBURY
JOHN R. BURY
O'MELVENY & MYERS
LAUREN M. WRIGHT

SOUTHERN CALIFORNIA EDISON COMPANY

By John R. Bury

By R. M. Coe
Vice President

SANTA ANA RIVER DEVELOPMENT COMPANY

By Dudley K. Wright
Dudley K. Wright, of Wright and
Finley, Attorneys for Santa Ana
River Development Company.

BIG BEAR MUNICIPAL WATER DISTRICT

By Alexander R. Jones
Counsel

By Samuel H. Ott

EAST SAN BERNARDINO COUNTY
WATER DISTRICT

SHERWOOD & DENSLOW GREEN

By Marion W. Jones

By Denslow Green
Denslow Green
Attorneys for East San Bernardino
County Water District.

BEST, BEST & KRIEGER

WEST RIVERSIDE 350" WATER COMPANY

By Arthur L. Krieger

By W. H. D. [Signature]

TAYLOR & SMITH

CITY OF REDLANDS

By Walter Taylor

By Walter B. [Signature]
Mayor

By Reggie [Signature]
Clerk

Leland J. Thompson, Jr.
Leland J. Thompson, Jr.

CITY OF RIVERSIDE

By: [Signature]
Mayor

REDWINE & SHERRILL
BEST, BEST & KRIEGER

RIVERSIDE HIGHLAND WATER COMPANY

By: [Signature]

By: [Signature]

BEST, BEST & KRIEGER

THE GAGE CANAL COMPANY

By: Arthur L. Littleworth

By: [Signature]

MILLER AND CARDIN
BEST, BEST & KRIEGER

RUBIDOUX COMMUNITY SERVICES
DISTRICT

By: Arthur L. Littleworth

By: [Signature]

BEST, BEST & KRIEGER

NORCO COMMUNITY SERVICES
DISTRICT

By: Arthur L. Littleworth

By: [Signature]

BEST, BEST & KRIEGER

LA SIERRA WATER COMPANY

By: Arthur L. Littleworth

By: Howard L. Creamer

BOARD OF WATER COMMISSIONERS
CITY OF SAN BERNARDINO

CITY OF SAN BERNARDINO

By *W. R. Holcomb*
W. R. Holcomb, President

By *Cal C. Ballouf*
Mayor

By *Herbert B. Wessel*
Herbert B. Wessel, Deputy
City Clerk & Ex-Officio
Secretary

By *Jack S. Feltton*
City Clerk

G. Edward Fitzgerald
G. Edward Fitzgerald
Special Counsel for the City
of San Bernardino.

BEAR VALLEY MUTUAL WATER COMPANY,
a corporation

By *Beth Langbars*
Secretary

SURR & HELLYER

By *David Edwards*
Attorneys for Bear Valley
Mutual Water Company

ORDER OF DISMISSAL

Having read and approved the above Stipulation for Dismissal of Certain Defendants, and good cause appearing therefor,

IT IS HEREBY ORDERED that the Complaint in the above matter be dismissed as to each and every defendant herein, except Chino Basin Municipal Water District, Western Municipal Water District of Riverside County and San Bernardino Valley Municipal Water District.

Dated: APR 17 1963


Judge

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
29
30
31
32

FILED

APR 17 1960

W. E. ST. JOHN, County Clerk
By Deputy

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
29
30
31
32

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,)
)
Plaintiff,)
)
v.)
)
CITY OF CHINO, et al.,)
)
Defendants.)

CITY OF CHINO, et al.,)
)
Cross-Complainants,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)

CORONA FOOTHILL LEMON COMPANY, et al.,)
)
Cross-Complainants,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)

CITY OF POMONA, a municipal corporation,)
)
Cross-Complainant,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)

No. 117628
STIPULATION
FOR JUDGMENT

EXHIBIT "4"

1 CITY OF RIVERSIDE, et al.,)
2 Cross-Complainants,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6 _____)
7 BEAR VALLEY MUTUAL WATER COMPANY, et al.,)
8 Cross-Complainants,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12 _____)
13 SAN BERNARDINO VALLEY MUNICIPAL WATER)
14 DISTRICT, a municipal water district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19 _____)
20 EAST SAN BERNARDINO COUNTY WATER)
21 DISTRICT, a county water district,)
22 Cross-Complainant,)
23 v.)
24 CITY OF ANAHEIM, et al.,)
25 Cross-Defendants.)
26 _____)
27 CITY OF SAN BERNARDINO, a municipal)
28 corporation,)
29 Cross-Complainant,)
30 v.)
31 CITY OF ANAHEIM, et al.,)
32 Cross-Defendants.)

1 CITY OF REDLANDS, a municipal corporation,)
2 Cross-Complainant,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6 _____)
7 CITY OF COLTON, a municipal corporation,)
8 Cross-Complainant,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12 _____)
13 SAN BERNARDINO VALLEY WATER CONSERVATION)
14 DISTRICT, a water conservation district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19 _____)
20 CITY OF RIALTO, a municipal corporation,)
21 Cross-Complainant,)
22 v.)
23 CITY OF ANAHEIM, et al.,)
24 Cross-Defendants.)
25 _____)
26 BIG BEAR MUNICIPAL WATER DISTRICT, a)
27 municipal water district,)
28 Cross-Complainant,)
29 v.)
30 CITY OF ANAHEIM, et al.,)
31 Cross-Defendants.)
32 _____)

RECITALS

1
2
3 1. The Case. The complaint herein, filed October 18, 1963,
4 seeks an adjudication of water rights against more than 2,500 water
5 users in the area tributary to Prado Dam within the Santa Ana
6 Watershed. Included among said defendants are defendants Chino
7 Basin Municipal Water District, Western Municipal Water District of
8 Riverside County and San Bernardino Valley Municipal Water Dis-
9 trict, herein referred to as "Upper Districts". By thirteen cross-
10 complaints filed in 1968, said adjudication was extended to more
11 than 1,500 water users in the area within said watershed downstream
12 from Prado Dam, including plaintiff and cross-defendant Orange
13 County Water District, herein called "Lower District". Substanti-
14 ally all individual defendants and cross-defendants have appeared
15 in the case individually or as represented by Upper Districts or
16 Lower District, respectively.

17 2. Negotiated Settlement and Physical Solution. The
18 parties to this case have diligently pursued a settlement and
19 physical solution in order to avoid the enormous and unwieldy lit-
20 igation which is necessarily involved in disposition of such a
21 plenary adjudication. A sound and equitable physical solution, in
22 the nature of an inter-basin allocation, has been developed which
23 can be implemented and enforced through the statutory power and
24 financial ability of Upper Districts and Lower District and which
25 does not require direct participation by, or limitation on the
26 rights or practices of, individual defendants or cross-defendants
27 in this litigation.

28 3. Dismissal of Individual Parties. Concurrently with the
29 filing of this stipulation there are being filed two stipulations
30 and orders for dismissal of the individual defendants (other than
31 Upper Districts) and the individual cross-defendants (other than
32 plaintiff and cross-defendant Lower District).

1 STIPULATION

2 IT IS HEREBY STIPULATED by and between Upper Districts and
3 Lower District as follows:

4 1. Entry of Judgment. A Judgment in the form attached
5 hereto may be made and entered by the Court in the above-entitled
6 action, and each of the undersigned covenants and agrees to carry
7 out the obligations imposed upon it by said Judgment.

8 2. Waiver of Findings and Conclusions. The parties hereto
9 hereby waive any and all Findings of Fact, Conclusions of Law, and
10 any and all notice of the making and entry herein of the attached
11 form of Judgment, and all rights of appeal, if any, from such
12 Judgment.

13 3. Support of Water Conservation Activities. It is recog-
14 nized that the physical solution in said Judgment contemplates
15 that Upper Districts and other upstream entities will have full
16 freedom to engage in any activity for water conservation or storage
17 of storm flows above Prado Reservoir and Lower District and other
18 downstream entities will be free to engage in any activity for
19 water conservation or storage of storm flows at or below Prado
20 Reservoir. The undersigned covenant and agree to support such
21 water conservation and storage projects. Subject to the rights of
22 Lower District and other downstream entities and to priority for
23 flood control and water conservation purposes, Upper Districts and
24 other upstream entities shall not be precluded from participating
25 in the use of Prado Reservoir for recreational purposes and non-
26 tributary water storage.

27 4. Water Quality. Water quality requirements, objectives
28 and policy are a function of the Santa Ana River Basin Regional
29 Water Quality Control Board and such other governmental agencies
30 now in existence or as may be hereafter created or vested with
31 such regulatory power. The provisions in the Judgment relating to
32 quality are not to be construed or deemed to affect, or in any

1 way detract from the right of any party hereto to urge such Board
2 or other appropriate agency to take action designed to change or
3 enforce water quality requirements, objectives and policy.

4 Any of the undersigned defendants who participate directly
5 in the management or control of sewage or other water treatment
6 facilities agree that any water or effluent deposited by them into
7 the Santa Ana River or its stream bed will not be of a lesser
8 quality than will meet the present requirements of Santa Ana River
9 Basin Regional Water Quality Control Board.

10 5. Prior Agreements. OCWD is the successor in interest to
11 the rights of Anaheim Union Water Company and the Santa Ana Valley
12 Irrigation Company, and, to the extent of its ownership of certain
13 lands formerly held by the Santa Ana River Development Company,
14 also to the rights of such company, in and to the following des-
15 cribed written agreements. OCWD, for itself and as such successor
16 in interest to said company, does hereby waive and release all
17 right, title and interest in and to said agreements and the en-
18 forcement thereof. Such agreements are described as follows:

19 (a) Agreement dated August 25, 1910, and
20 amended May 12, 1917, between the Santa Ana River
21 Development Company, the Santa Ana Valley Irriga-
22 tion Company, the Anaheim Union Water Company, and
23 The Gage Canal Company.

24 (b) Agreement dated October 2, 1909, and amended
25 May 12, 1917 and November 2, 1925, between the Anaheim
26 Union Water Company, the Santa Ana Valley Irrigation
27 Company, the Santa Ana River Development Company and
28 the Riverside Water Company.

29 (c) Agreement dated April 19, 1910, between
30 the Santa Ana River Development Company, the Santa
31 Ana Valley Irrigation Company, the Anaheim Union
32 Water Company and the Riverside Highland Water Company.

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
29
30
31
32

(d) Agreement dated November 11, 1912, between the Sunny Slope Land Company and the Anaheim Union Water Company, the Santa Ana Valley Irrigation Company and the Santa Ana River Development Company.

(e) Agreement dated May 4, 1911, between the Rivino Water Company and Rivino Land Company, and the Santa Ana River Development Company, the Santa Ana Valley Irrigation Company and the Anaheim Union Water Company.

(f) Agreement dated July 3, 1911, between C. C. Pond, et al., and the Santa Ana River Development Company, the Santa Ana Valley Irrigation Company, and the Anaheim Union Water Company.

Dated:

PILLSBURY, MADISON & SUTRO
By *James H. Pillsbury*
225 Bush Street
San Francisco, California

ORANGE COUNTY WATER DISTRICT
By *Henry J. Engstrom*
President
By *Angela Owen*
Secretary

RUTAN & TUCKER
By *William H. Rutan*
811 North Broadway
Santa Ana, California

1629 West 17th Street
Santa Ana, California

CLAYSON, STARK, ROTHROCK & MANN
By *Clayson Stark*
601 South Main Street
Corona, California

CHINO BASIN MUNICIPAL WATER DISTRICT
By *Carl B. Macdonald*
President
By *Carroll P. Macdonald*
Secretary
8555 Archibald Avenue
Cucamonga, California

MC DONOUGH, HOLLAND, SCHWARTZ,
ALLEN & WAHRHAFTIG
By *Walter Mc Donough*
520 Capitol Mall
Sacramento, California

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
By *Walter S. Schindler*
President
By *S. P. Wadsworth*
Secretary
1350 South "E" Street
San Bernardino, California

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
29
30
31
32

BEST, BEST & KRIEGER

By Arthur L. Littleworth
4200 Orange Street
Riverside, California

WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE COUNTY

By [Signature]
President

By [Signature]
Secretary

6377 Riverside Avenue
Riverside, California

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

PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: 695 Town Center Drive, Suite 1400, Costa Mesa, CA 92626.

On **October 8, 1999**, I served the foregoing document described as: **DEFENDANT MONTE VISTA WATER DISTRICT'S NOTICE OF MOTION AND MOTION FOR AN ORDER SCHEDULING PERIODIC STATUS CONFERENCES AND DIRECTING INLAND EMPIRE UTILITIES AGENCY TO PROVIDE PERIODIC REPORTS TO THE COURT, AT THE STATUS CONFERENCE CONCERNING THE PROCEEDINGS BEFORE THE STATE WATER RESOURCES CONTROL BOARD INVOLVING THE SANTA ANA RIVER** on the interested parties on the **attached service list** as follows:

by causing a true copy thereof, enclosed in a sealed envelope, addressed as stated below:

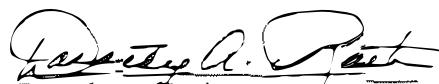
1ST CLASS MAIL I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Costa Mesa, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

EXPRESS MAIL I am readily familiar with the firm's practice of collection and processing pleadings, discovery and documents for Express Mail service and I personally performed the acts described herein. I deposited the aforementioned document(s) and envelope(s) with Express Mail postage fully prepaid in a mailbox, mail chute or like facility regularly maintained by the United States Postal Service for receipt of Express Mail at Riverside, California on the aforementioned case.

CERTIFIED MAIL I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Costa Mesa, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **October 8, 1999** at Costa Mesa, California.


Dorothy A. Roth

C:\OFFICE\WPWIN\WPDOS\MONTE\CR\ORDER.MTN

ATTORNEY SERVICE LIST

- | | | |
|----|-------------------------------------|-----------------------------------|
| 1 | | |
| 2 | | |
| 3 | RICHARD ADAMS II | WAYNE K. LEMIEUX |
| 4 | DEPUTY COUNSEL-POMONA | LEMIEUX & O'NEILL |
| | ALVAREZ-GLASMAN & CLOVEN | 200 N. WESTLAKE BLVD. STE 100 |
| | 505 S. GAREY AVE. | WESTLAKE VILLAGE, CA. 91362-3755 |
| | POMONA, CA. 91766 | |
| 5 | WILLIAM J. BRUNICK ESQ. | JAMES L. MARKMAN |
| 6 | BRUNICK ALVAREZ & BATTERSBY | RICHARDS WATSON & GERSHON |
| | PO BOX 6425 | C/O CITY OF UPLAND |
| | SAN BERNARDINO, CA. 92412 | P. O. BOX 460 |
| 7 | | UPLAND, CA 91785 |
| 8 | JEAN CHIGOYENETCHE | THOMAS H MCPETERS |
| | GENERAL COUNSEL-IEUA | MCPETERS MCALEARNEY SHIMFF & HATT |
| | CHIGOYENETCHE GROSSEBERG & CLOUSE | PO BOX 2084 |
| | 3602 INLAND EMPIRE BLVD. STE. C315 | REDLANDS, CA. 92373 |
| | ONTARIO, CA. 91764 | |
| 10 | ROBERT DOUGHERTY | DAN MCKINNEY |
| | GENERAL COUNSEL- ONTARIO | SPECIAL COUNSEL-AG POOL |
| 11 | COVINGTON & CROWE | REID & HELLYER |
| | PO BOX 1515 | PO BOX 1300 |
| 12 | ONTARIO, CA. 91762 | RIVERSIDE, CA. 92502-1300 |
| 13 | FREDERIC FUDACZ | JOHN SCHATZ |
| | NOSSAMAN GUTHNER KNOX & ELLIOTT LLP | COUNSEL- OCS D |
| | 445 S. FIGUEROA ST 31ST FL. | PO BOX 2279 |
| 14 | LOS ANGELES, CA. 90071-1672 | MISSION VIEJO, CA. 92690-2279 |
| 15 | JIMMY GUTIRREZ | ANNE J. SCHNEIDER |
| | ATTORNEY- CITY OF CHINO | ELLISON & SCHNEIDER |
| 16 | EL CENTRAL REAL PLAZA | 2015 H ST. |
| | 12612 CENTRAL AVE. | SACRAMENTO, CA. 95814-3109 |
| | CHINO, CA. 91710 | |
| 17 | MARK HENSLEY | TIMOTHY J. RYAN |
| 18 | ATTORNEY- CITY OF CHINO HILLS | SAN GABRIEL VALLEY WATER COMPANY |
| | BURKE WILLIAMS & SORENSON | PO BOX 6010 |
| 19 | 611 W. 6TH STE. 2500 | EL MONTE, CA. 91734 |
| | LOS ANGELES, CA. 90071-1469 | |
| 20 | STEVEN KENNEDY | GENE TANAKA |
| | GENERAL COUNSEL- TVMWD | BEST BEST & KRIEGER LLP. |
| 21 | BRUNICK ALVAREZ & BATTERSBY | PO BOX 1028 |
| | PO BOX 6425 | RIVERSIDE, CA. 92502-1028 |
| 22 | SAN BERNARDINO, CA. 92412 | |
| 23 | JARLATH OLAY | ANNE T. THOMAS |
| | DEPUTY GENERAL COUNSEL MWD | BEST BEST & KRIEGER LLP. |
| 24 | 700 N. ALAMEDA ST | PO BOX 1028 |
| | LOS ANGELES, CA. 90012 | RIVERSIDE, CA. 92502-1028 |
| 25 | MARILYN LEVIN | SUSAN TRAGER |
| | STATE OF CALIFORNIA | LAW OFFICES OF SUSAN M. TRAGER |
| 26 | OFFICE OF THE ATTORNEY GENERAL | 2100 SE. MAIN ST. STE 104 |
| | 300 S. SPRING ST 11TH FL. N. TOWER | IRVINE, CA. 92614-6238 |
| 27 | LOS ANGELES, CA. 90013-1232 | |
| 28 | | TRACI STEWART |
| | | CHIEF OF WATERMASTER SERVICES |
| | | CHINO BASIN WATERMASTER |
| | | 8632 ARCHIBALD AVE, STE 109 |
| | | RANCHO CUCAMONGA, CA 91730 |