

*Served 3/17 Re. 3/16 Reg.
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9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
10 RANCHO CUCAMONGA DISTRICT

11 CHINO BASIN MUNICIPAL WATER)
12 DISTRICT,)

CASE NO. RCV 51010

13 Plaintiff,)

Assigned For All Purposes to
The Honorable J. Michael Gunn
Department R-8

14 v.)

15 CITY OF CHINO, et al.)

CITY OF ONTARIO'S REPLY TO
MONTE VISTA WATER DISTRICT'S
RESPONSE TO WATERMASTER'S
STATUS REPORT

16 Defendants.)

HEARING

DATE: March 16, 2000
TIME: 1:30 p.m.
DEPT: R-8

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20 The City of Ontario respectfully submits the following Reply in response to Monte Vista
21 Water District's Response to Watermaster Status Report:

22 1. The City of Ontario is the largest producer and largest holder of rights in the Chino
23 Basin. The Court has not seen the legal representation from Ontario in Court for some time. That
24 is because even though Ontario has the most at stake in the process, Ontario has been committed to
25 work through the administrative process to reach an OBMP. However, given the recent actions of
26 others to submit numerous written letters and last minute written responses to the Court, Ontario
27 now feels compelled to respond and that need may be unfortunate toward reaching consensus.
28 However, Ontario will continue to work cooperatively to a solution.

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1 2. Unfortunately, actions such as the last minute response from Monte Vista serve only
2 to promote one party's opinion, without verification of the claims contained therein. Monte Vista's
3 response is just that, an opinion, and a minority opinion. It is not just at this hearing that Monte
4 Vista provided a copy of their response to the parties only two days before the hearing. They
5 frequently bring letters, or excerpts to various meetings without providing opportunity to review by
6 the parties and then request action on items just being passed out. While it may be understandable
7 when a private party producer performs in this manner, the fact that a public agency, which is
8 accustomed to taking all actions in accord with the Brown Act, repeatedly acts in this manner only
9 serves to point out that they are not acting in good faith.

10 3. The opinion of Monte Vista that the Attorney for the Watermaster, Wayne Lemieux,
11 was replaced solely due to his opinion regarding waster transfers is innuendo and not supported by
12 any evidence. The record clearly shows that the Watermaster Board requested a review of Counsel's
13 performance on July 22, 1999. That was an ongoing item ultimately ending on January 13, 2000
14 with a decision to replace Counsel. However, the record is clear that the review process began
15 several months BEFORE the Watermaster Board even asked for an opinion on water transfer
16 process, which was not even requested until October 28, 1999. It is simply absurd to draw that link.
17 In fact, based on the letters and statement by Monte Vista, it appears that they are intent on also
18 impugning the reputation of the Watermaster staff and effecting a change in personnel, an action
19 which would be disruptive to the process and could lead to failure of the process. Fortunately, the
20 majority of the parties are not swayed by this attempt to disrupt and interfere with the Court's
21 timelines, and continue to move toward meeting the Court's mandates.

22 4. Monte Vista repeatedly has indicated that wet water recharge is not included in the
23 draft OBMP and implies that it is the most integral element of such a plan. Increased wet water
24 recharge, particularly of high quality stormwater, is included in the OBMP. Monte Vista
25 misrepresents the actions of the Watermaster. The Watermaster acted to continue the current
26 process, using the current forms which were approved previously by the Court, and directed that the
27 process be reviewed as part of the OBMP process. It does not make sense to change a process now,
28 only to potentially change it again in a few months. Such continued misrepresentations only serve

1 to undermine the process that the Court has ordered.

2 5. However, given such statements by Monte Vista, Ontario is now compelled to advise
3 the Court that wet water recharge is but only one option or potential for Basin management. Other
4 options could include: (a) various limits on pumping in potentially impacted areas such as
5 management Zone One; (b) a combination of both recharge and pumping limits in that area,
6 particularly a limit on allowing new pumping or new overproduction in management Zone One; or
7 even (c) a measure as drastic as amending the appropriative rights so that total rights in a zone are
8 matched to the yield of a zone. Ontario recognizes some of these measures are drastic, since at the
9 time of the judgment, the Basin was treated as if it were one big underground lake, rather than
10 several zones.

11 6. In fact, transfer of annual rights or stored water rights, from an area such as Zone One,
12 to be produced in areas such as Zones Two or Three could only improve the ability of Zone One to
13 produce the remaining non-transferred rights. To discount or discourage, or prevent such transfers
14 in fact may actually be counterproductive to Zone One. Ironically, the most recent transfer of stored
15 water involving zone one did not involve Ontario, rather was between none other than Monte Vista
16 Irrigation Company and Monte Vista Water District. In fact, Monte Vista District at that time
17 assured the Watermaster that no detrimental effect would result from such a transfer.

18 7. Ontario is not at this time advocating or taking the position that some of these options
19 are the best management technique. Ontario, unlike some parties, is cooperative in the process with
20 an open mind toward solutions and compromise. Ontario prays that the Court will not be swayed
21 by redundant writings from a minority party, which have done nothing to further the process of
22 arriving at the best management plan. Ontario understands that there are many variables which must
23 be determined, and remains committed to the process of complying with the orders of the Court, and
24 committed to the process of compromise which is necessary in order to so comply.

25 Dated: March 16, 2000

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26
27 By: 

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