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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF SAN BERNARDINO**

11 CHINO BASIN MUNICIPAL )  
12 WATER DISTRICT, )

13 Plaintiff, )

14 v. )

15 CITY OF CHINO, et al., )

16 Defendants. )  
17 )  
18 )  
19 )  
20 )  
21 )  
22 )

**CASE NO. RCV 51010**

**Judge: Honorable J. Michael Gunn**

**MOTION FOR AN ORDER  
APPROVING WATERMASTER'S  
ADOPTION OF AN OBMP AND  
DIRECTING WATERMASTER TO  
PROCEED IN ACCORDANCE WITH  
THE PEACE AGREEMENT, THE  
OBMP IMPLEMENTATION PLAN,  
AND THE PRO FORMA RECHARGE  
MEMORANDUM OF AGREEMENT;  
POINTS AND AUTHORITIES IN  
SUPPORT OF MOTION; AND  
PROPOSED ORDER**

Date: June 29, 2000

Time: 1:30 PM

Dept: R8


23 By this motion and supported by the accompanying points and authorities Watermaster  
24 requests this Court to approve its adoption of the OBMP and to enter an order directing  
25 Watermaster to proceed in accordance with the Peace Agreement, the OBMP Implementation  
26 Plan, and the pro forma Recharge Memorandum of Agreement.  
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Dated: June 29, 2000

HATCH AND PARENT

By:   
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POINTS AND AUTHORITIES IN  
SUPPORT OF MOTION FOR AN  
ORDER APPROVING  
WATERMASTER'S ADOPTION OF  
THE OBMP AND DIRECTING  
WATERMASTER TO PROCEED IN  
ACCORDANCE WITH THE PEACE  
AGREEMENT, THE OBMP  
IMPLEMENTATION PLAN, AND  
THE PRO FORMA RECHARGE  
MEMORANDUM OF AGREEMENT

Date: July 13, 2000

Time: 1:30 PM

Dept: R8

22  
23 **I**  
24 **INTRODUCTION**

25 Watermaster for the Chino Basin has adopted an Optimum Basin Management Program  
26 ("OBMP"), which is the product of countless hours of research, study, negotiation and final  
27 compromise. Watermaster urges this Court to respect the compromise that will benefit thousands  
28

1 of people and businesses and the delicate balancing of interests that the compromise reflects by  
2 entering the proposed order attached hereto and allow Watermaster to proceed with its OBMP.

3 **II**

4 **STATEMENT OF THE FACTS**

5 **A. Background**

6 In 1978, Judgment was entered in *Chino Basin Municipal Water District v. City of Chino*,  
7 et al., San Bernardino Superior Court No. 164327, now redesignated as No. RCV 51010 by  
8 stipulation among the various Parties. The essence of this Judgment was the development of a  
9 physical solution to the groundwater conditions in the Chino Basin. (Judgment, Part VI.)

10 Subject to limitations contained elsewhere in the Judgment, Watermaster, with the advice of  
11 the Advisory and Pool Committees, was "granted discretionary powers in order to develop an  
12 optimum basin management program for Chino Basin." (Paragraph 41.) The goals and plans of the  
13 OBMP Phase I Report previously transmitted to the Court, as implemented through the OBMP  
14 Implementation Plan (Exhibit B to the Peace Agreement) and in a manner consistent with the Peace  
15 Agreement constitute Watermaster's OBMP.

16 Under the supervision of this Court, Watermaster and many Parties to the Judgment have  
17 spent an incalculable number of hours in an effort to study, analyze and plan for an OBMP. These  
18 efforts resulted in the preparation of the Phase I Report dated August 19, 1999. However, it  
19 remained for Watermaster to transform the goals and studies in the Phase I Report into a plan that  
20 could be implemented without endless litigation, political posturing and the attendant delays.

21 In its Order of October 28, 1999, the Court adopted a timeline for the finalization of the  
22 OBMP. (Order, p.5.) This timeline includes a completion date of June 30, 2000, for the Final  
23 OBMP. (Order, p.5 line 25.)

24 To meet the timeline, Watermaster began a facilitation effort through its general counsel to  
25 compliment the many Watermaster committee meetings. Successful technical work had been  
26 previously performed by the Watermaster staff and its consultants, with input from Mr. Scalmanini.

27 Watermaster received regular reports from their general counsel on the progress of the  
28

1 facilitation process. (See Declaration of Scott S. Slater, Attachment 1 hereto.) The Advisory  
2 Committee and the Watermaster Board openly reviewed, debated and provided input on the shape  
3 and form of commitments and documentation. The first success to emerge from these discussions  
4 was the "Memorandum of Principles," ("MOP") which was signed by representatives of the  
5 participating Parties on May 2, 2000, and was presented by Watermaster and the Parties to the  
6 Special Referee Ms. Schneider and her assistant Mr. Scalmanini on May 4, 2000, in Ontario,  
7 California. This document was approved by each of the Watermaster Pools, the Advisory Committee,  
8 and, by a unanimous vote, the Watermaster Board.

9 The MOP was the first step in defining the terms and framework for a binding agreement  
10 between the Parties. It was a blueprint for the negotiations to come as the Parties agreed that any  
11 binding agreement that followed would need to be consistent with the MOP. With this framework  
12 in place the Parties began negotiating a more definitive agreement that would enable implementation  
13 of the OBMP.

14 Ultimately, these processes along with the scrutiny and leadership of the Watermaster Board  
15 bore fruit in the form of the documents transmitted to this Court as attachments to this motion and  
16 that provide the basis for the successful implementation of the OBMP.

17 **B. The Documents**

18 The first of the documents is referred to as the Peace Agreement (Attachment 2 hereto). This  
19 Agreement is appropriately named, as its purpose is to cooperatively settle long-standing disputes and  
20 find a common ground and interpretation of the Judgment whereby the OBMP could be effectively  
21 implemented.

22 The second important document is the OBMP Implementation Plan, Exhibit B to the Peace  
23 Agreement. It provides the detail on how Watermaster will proceed to implement the goals and plans  
24 contained in the Phase I OBMP Report.

25 Exhibit A to the Peace Agreement is the Resolution adopted by Watermaster, as requested  
26 by the Parties to the Judgment and expressing its commitment to proceed in accordance with the  
27 Peace Agreement and the OBMP Implementation Plan. The final document is the pro forma  
28

1 Recharge Memorandum of Agreement (MOA) which provides a template and sets forth certain  
2 minimum requirements for future agreements between Watermaster and persons who wish to conduct  
3 recharge activities in the Chino Basin.

4 **C. Status of Approval**

5 On June 15, 2000, the Watermaster Board, following unanimous approval of the Advisory  
6 Committee, itself unanimously voted to transmit a copy of the Peace Agreement and the OBMP  
7 Implementation Plan to the Court for its consideration. Watermaster has now completed final  
8 drafting of all underlying documents and they are appended within Attachment 2 to this motion. It  
9 has circulated the Peace Agreement and the OBMP Implementation Plan to each of the Parties to the  
10 Peace Agreement and it has received overwhelming support to proceed.

11 Following approval of the Advisory Committee, the Watermaster Board voted to adopt a  
12 Resolution approving the OBMP.

13  
14 **III**  
15 **ARGUMENT**

16 **A. The Court Should Order Watermaster to Adopt the Goals and Plans of the Phase I**  
17 **Report As Implemented Pursuant to the OBMP Implementation Plan and Consistent**  
18 **With the Peace Agreement as its Optimum Basin Management Program and Proceed**  
19 **in Accordance With the Peace Agreement and the OBMP Implementation Plan.**

20 **1. Timely Action is Required.**

21 The Chino Basin is currently presented with a unique opportunity to move forward with a plan  
22 which will provide for the effective and efficient implementation of the OBMP. Several events have  
23 recently coalesced to create this window of opportunity. Chief amongst these is the availability of  
24 funding through Proposition 13. This funding is of sufficient quantity to resolve many of the difficult  
25 fiscal challenges raised to a successful implementation of the OBMP without forcing any one interest  
26 to suffer disproportionate economic harm. Watermaster is mindful that its ability to effectuate the  
27 compromise represented by the Peace Agreement and Implementation Plan could be severely  
28 jeopardized by conflict or delay.

There are other reasons why the time is now ripe for implementation of the OBMP. For

1 example, there is growing political support, both in Sacramento as well as locally, for the types of  
2 programs envisioned in the OBMP. There is also an active market for assets such as the groundwater  
3 storage space that will be utilizable if the Parties can reach peace. Indeed Watermaster has received  
4 several letters of inquiry expressing interest in any groundwater storage projects that might be  
5 developed. Finally, and perhaps most importantly there is a growing recognition by the Parties that  
6 the Chino Basin is a valuable asset that must be managed responsibly.

7           **2. The Court Should Give Due Regard to the Compromise Supported by**  
8           **Watermaster and the Parties to the Judgment.**

9           The Judgment previously entered in this case sought to effectuate a “physical solution”  
10 pursuant to Article X, Section 2 of the California Constitution. The Parties to the Judgment have  
11 recommended an obvious and controverted improvement to that physical solution. Watermaster has  
12 concurred in this recommendation, and without an objection being filed by any Party to the Judgment,  
13 this Court should defer to their collective request and order the measure as requested herein. City of  
14 Lodi v. East Bay Mun. Utilities Dist. (1936) 7 Cal.2d 316, 339; Tulare Dist. v. Lindsay-Strathmore  
15 Dist. (1935) 3 Cal.2d 489, 579; Big Bear Muni. Water Dist. v. Bear Valley Mutual Water Co. (1989)  
16 207 Cal.App.3d 363 ; Central Basin Muni. Water Dist. v. Fossette (1965) 235 Cal.App.2d 689, 700.)

17           **B. Summary of the Peace Agreement**

18           The Peace Agreement is composed of 11 sections that cover all of the major issues of  
19 contention surrounding OBMP implementation and that establish a framework of agreement through  
20 which these issues are put to rest for the term of the Agreement. Some of the key provisions are  
21 summarized below:

22           **1. Conditions Precedent**

23           Article III of the Agreement reflects the desire to preserve both the benefits of the bargain to  
24 each of the Parties thereto as well as Watermaster’s independence. Under the Agreement,  
25 Watermaster must first commit to certain actions, namely the provisions of Article V and the OBMP  
26 Implementation Plan, without signing the Agreement. (See § 3.2(a).)

27           Second, the compromises made by the Parties assume that certain funding will be made  
28 available pursuant to Proposition 13, and that they will be willing to act in accordance with what they

1 believe are reasonable assumptions. (See § 3.2(b).) On the other hand, if that assumption, proves  
2 to be inaccurate, it would be unfair to hold them to enforce the Agreement.

3 In sophisticated contracts such conditions are common place. (See, e.g., Civ. Code § 1434  
4 et seq.; Palo Alto Town & Country Village Inc. v. BBTC & Co. (1974) 11 Cal.3d 494, 502; Platt  
5 Pacific, Inc. v. Andelson (1993) 6 Cal.4th 307, 313; Sheldon Builders Inc. v. Trojan Towers (1967)  
6 255 Cal.App.2d 781.) The identified conditions precedent are fair, useful and wise under the  
7 circumstances.

8 By its adoption of the Resolution attached hereto as Exhibit 2, Watermaster has already taken  
9 action to satisfy the provisions of Section 3.1(a). The Court need only further order Watermaster  
10 to proceed as requested for this contingency to be met.

11 As for Section 3.1(b), at the time of filing of this motion, Watermaster is under the good faith  
12 belief that the conditions precedent will be satisfied on or before October 1, 2000. The California  
13 Legislature has included more than \$121,000,000 in its proposed budget for allocation to Santa Ana  
14 Watershed Project Authority. Accordingly, Parties have not made an illusory commitment.

## 15 2. Watermaster Performance

16 The longest and most detailed section of the Agreement, Article V covers the manner in which  
17 Watermaster will perform its duties. This section covers the issues of (a) recharge and replenishment,  
18 (b) storage and recovery, (c) transfers, (d) assessments, credits, and reimbursements, (e) salt credits,  
19 and (f) metering, all of which are essential to a successful and effective implementation of the OBMP.

### 20 (a) Recharge and Replenishment

21 While Watermaster will not own recharge projects, it will administer and direct all  
22 supplemental water recharge activities in the Basin. Watermaster's administration shall be guided by  
23 the principles of protecting and enhancing the safe yield of the Basin, maintaining a balance between  
24 recharge and production in each area and sub-area of the Basin, and a universal standard of  
25 preventing any material physical injury to any Party to the Judgment or the Basin resulting from  
26 recharge and replenishment activities.

27 In addition to being guided by these general policies, Watermaster will undertake best efforts  
28 to ensure that there is sufficient recharge capacity in order to carry out recharge activities. Best



1 efforts requires more than simple good faith in executing the agreement. "Best efforts" as defined  
2 in the Agreement and given its traditional commercial context means that Watermaster will actively  
3 move toward achieving these goals. (See Third Story Music, Inc. v. Waits (1995) 41 Cal.App.4th  
4 798, 806 (citing Zilg v. Prentice-Hall, Inc. (2d Cir. 1983) 717 F.2d 671, 679-681); see also Best  
5 Efforts as Diligence Insurance: In Defense of "Profit Uber Alles" (1986) 86 Colum. L. Rev. 1728,  
6 1731.)

7         Additionally, Watermaster will establish and periodically update criteria for the use of water  
8 from different sources for replenishment purposes, ensure a proper accounting of all sources of  
9 recharge, and use recharge to address land subsidence issues. Under Watermaster's direction,  
10 recharge shall be conducted using water of the lowest cost and highest quality, giving preference as  
11 far as possible to the use of native storm water.

12         A specific recharge activity described in the Agreement is the recharge of supplemental water  
13 in Management Zone 1. For a period of five years Watermaster will arrange for the physical recharge  
14 of supplemental water in the amount of an annual average of 6,500 acre-feet per year in one or more  
15 of the areas commonly known as the Montclair, Brooks, and Upland spreading facilities. The  
16 recharged supplemental water shall increase the operating safe yield under the Judgment. The cost  
17 and allocation of this supplemental water shall be apportioned pro rata among the members of the  
18 Appropriative Pool according to the producer's share of the initial safe yield.

19         Collectively, these measures will ensure that a safe groundwater level is maintained, require  
20 Watermaster to make procedural improvements and physically recharge water in specific locations.  
21 Moreover, when the replenishment obligations to satisfy the demands of the Desalters are considered,  
22 the financial penalty for not expanding recharge capacity and sources of supply is serious.

23         For example, if the cost of interruptible supplies from the Metropolitan Water District were  
24 the source of replenishment water, a minimum price of \$250 per acre foot would be assessed. If  
25 demand exceeds 10,000 acre feet per year as projected, the replenishment water obligation for the  
26 Desalters alone could easily exceed \$2.5 million per year!

27         (b)     Storage and Recovery

28         Section 5.2 of the Agreement fairly balances the needs of the Parties to the Judgment to

1 continue present local storage activities, including the carry-over storage of underproduced water  
2 within the long-term need of developing a basin-wide Storage and Recovery Program. First, the  
3 Agreement confirms that Watermaster shall exercise regulatory control over the storage space in the  
4 Chino Basin. This view finds support under California law, with Watermaster's control over the basin  
5 and the consent of the Parties providing it with the right to regulate storage and recapture of water  
6 from the Chino Basin. (See, e.g., City of Los Angeles v. City of San Fernando (1975) 14 Cal.3d 199,  
7 263-264.)

8 Watermaster's control should ensure that deleterious effects do not result from an excess of  
9 water being placed in or recovered from storage. The Parties' consent to Watermaster's control  
10 provides a rational approach to managing both local storage needs and balancing those needs against  
11 the advantages that may be achieved through a robust Storage and Recovery Program. Moreover,  
12 California policy recognizes that groundwater storage programs are a critical component of  
13 sustainable water supply. (See DWR, The California Water Plan Update, Bulletin 160-98, at p. 3-51  
14 to 3-53.) In fact, in Southern California, the DWR recognizes that as opposed to construction of new  
15 reservoirs, storage of water in natural groundwater basins, such as the Chino Basin, is a high ranking  
16 low cost waste supply management tool. (See DWR, The California Water Plan Update, Bulletin  
17 160-98, Table 7-30, at p. 7-72.)

18 For a period of five years from the effective date of the Agreement, any Party to the  
19 Judgment may apply to Watermaster to store supplemental water in the Basin, and the quantity of  
20 water currently held in storage by each Party is confirmed and protected.

21 Initially, storage requests for supplemental water will be honored until a cumulative capacity  
22 of 50,000 acre-feet has been reached. After this initial five year period, local storage applications will  
23 be subject to objection by any Party if that Party can establish that the storage proposal will cause  
24 material physical injury to the Party or the Basin. As for local storage, there will be a presumption  
25 that the storage will not cause material physical injury, but this presumption is rebuttable.

26 As for a Storage and Recovery Program, Watermaster is required to seek proposals from  
27 qualified parties, without regard to whether they are public or private. The initial target for the  
28 cumulative capacity of water held in storage under this program is set at 500,000 acre-feet in addition

1 to quantities of water held in local storage accounts. Past experience with similar projects in Kern  
2 County and in San Bernardino County have demonstrated the potential for significant financial returns  
3 and Watermaster is pleased to promote and facilitate such a program here.

4 In the absence of a public or private partnership with persons other than Parties to the  
5 Judgment, it is anticipated that Watermaster may be required to fund all or some of the recharge  
6 efforts associated with a Storage and Recovery Program. Accordingly, the Appropriative Pool and  
7 the Overlying Non-Agricultural Pool shall enjoy the proceeds from a Storage and Recovery Program  
8 as they will pay the Overlying Agricultural Pool's assessments.

9 (c) Transfers

10 The transfer section resolves a longstanding disagreement about the breadth and depth of  
11 Watermaster review and administration of transfers generally as well as issues specific to the early  
12 transfer of unproduced Agricultural Pool water, and the conversion of agricultural land to urban use.

13 With regard to transfers generally, the Peace Agreement provides, as it did in the storage  
14 section above, that all transfers shall be evaluated according to the universal standard that they not  
15 cause material physical injury to any Party to the Judgment or the Basin. The standard finds  
16 considerable support in the statutes and case law. (*See, e.g. Barton v. Riverside Water Co. (1909)*  
17 *155 Cal. 509; Scott Fruit Growers' Supply Co. (1927) 202 Cal. 47, 52-53; Pleasant Valley Canal*  
18 *Co. v. Boror (1998) 61 Cal.App.4th 742; Water Code §§ 1702, 1736.>) In the event that a Party can  
19 produce evidence to demonstrate that a transfer will cause physical injury, Watermaster must hold  
20 a hearing and base its decision upon the record without considering impacts attributable to other  
21 transfers. Given the traditional nature and application of the "no-injury" standard, Watermaster and  
22 ultimately the Court should be able to administer transfers with some certainty of outcome.*

23 Section 5.3 of the Agreement also sets forth a basis whereby the members of the  
24 Appropriative Pool will attain a greater sense of reliability. By authorizing an "early transfer" of  
25 unproduced Agricultural Pool water to the Appropriative Pool, the Peace Agreement guarantees to  
26 the Appropriative Pool that it shall receive a minimum of 32,800 acre-feet per year. The 32,800 acre  
27 feet is an estimate of the present quantity of unproduced agricultural water that would be made  
28 available to the members of the Appropriative Pool in addition to water attributable to agricultural

1 land conversion to urban use without replenishment obligation. However, this should not be  
2 understood to mean that the Appropriative Pool obtains a license to overdraft the Basin. It does not.

3 As stated above, the Appropriative Pool only retains the right to plan on the annual minimum  
4 quantity of 32,800 acre feet. Should the Agricultural Pool produce more water than is presently  
5 projected, the Appropriative Pool would be required to purchase replenishment water to cover any  
6 shortfall; unless of course, the Agricultural Pool exceeded its respective caps of 82,800 and 414,000  
7 for one and five years production. (See § 5.3(g).)

8 Finally, when agricultural land converts to urban use, the amount of water rights converted  
9 shall be changed from the current 2.6 acre-feet, which includes 1.3 acre-feet going to the  
10 Appropriative Pool generally and 1.3 acre-feet going to the entity providing water service to the land,  
11 to 2.0 acre-feet, all of which shall be allocated to the member of the Appropriative Pool on the  
12 effective date of the Agreement whose sphere of influence or service area contains the land. In short  
13 summary this portion of the Agreement will trigger the need for a modification to the Judgment.  
14 However, it is reasonable under the circumstances of the entire Agreement to lower the total quantity  
15 of water available on conversion while simultaneously providing all the converted water to the  
16 existing appropriator which must design, build and operate their systems to accommodate the  
17 projected demand created by converting agricultural properties.

18 (d) **Assessments, Credits, and Reimbursements**

19 The primary procedure established by section 5.4 of the Peace Agreement is to develop a  
20 process whereby any Party may make application to Watermaster for a credit against OBMP  
21 assessments or a reimbursement. The purpose of such a credit or reimbursement will be to  
22 compensate the Party for the capital or operations and maintenance expenses incurred in the future  
23 implementation of a project or program which directly contributes to the goals of the OBMP. The  
24 Agreement identifies the City of Pomona and Kaiser Ventures as two entities who have made past  
25 contributions and specifically defines the credits that they will receive.

26 In addition, this section of the Peace Agreement articulates the commitment of the  
27 Appropriative Pool to pay all of the Agricultural Pool's assessments.

28 (e) **Metering**

1           Within thirty-six months of the execution of the Peace Agreement, Agricultural Pool meters  
2 shall be installed. Watermaster shall provide these meters and shall cover the cost of any installation,  
3 maintenance, inspection, testing, and repairing. The members of the Agricultural Pool shall provide  
4 reasonable access to locations appropriate for these purposes. Any assessments levied against the  
5 Agricultural Pool for these activities shall be paid by the Appropriative Pool.

6           **3. Covenants by the Members of the Agricultural Pool**

7           One of the key compromises that led to the MOP and then the Agreement was the  
8 commitment of the Agricultural Pool to be relieved of investments in recharge and storage and  
9 recovery activities in exchange for waiving out of any proceeds retained from third parties for storage  
10 and recovery programs. In other words, in exchange for the commitment by the Appropriative Pool  
11 to pay the assessments of the Agricultural Pool (*see* §§ 5.4(a)) which will fund recharge efforts, the  
12 Agricultural Pool agrees to forego any of the benefits of a Storage and Recovery Program in the  
13 Basin and yet to lend their support and cooperation to the development of such a program so long  
14 as the members of the Agricultural Pool or the Basin are not subject to material physical injury.

15           **4. Desalters**

16           The section covers the details of the funding and operation of the Desalters for the Chino  
17 Basin which includes the existing Desalter (Chino I Desalter), an expansion of the existing Desalter  
18 (Chino I Expansion), the next planned Desalter (Chino II Desalter), and any future Desalters (Future  
19 Desalters). It describes the manner in which they will be funded, who will own and operate them,  
20 where replenishment water will come from, and how the desalted water will be distributed.

21           The Agreement contemplates that the Inland Empire Utilities Agency (IEUA) and the Western  
22 Municipal Water District (WMWD), acting independently or, in their complete discretion, acting  
23 through Project Committee 14 (PC 14) will construct, own, and operate all of the Desalters. The  
24 Chino I Desalter currently has a capacity of about 8 mgd, and will be expanded by between 2 mgd  
25 and 6 mgd. The Chino II Desalter will have a capacity of 10 mgd and shall be designed to deliver  
26 water to the Jurupa Community Services District, the City of Ontario, and others subject to the  
27 availability of funding.

28           Capital funding for the Chino I Expansion and the Chino II Desalter will be derived primarily

1 from Proposition 13 funds. Any remaining capital costs, as well as operation and management costs  
2 shall be funded from the following sources and in the following order of priority: other federal, state,  
3 or SAWPA funding, Metropolitan Water District of Southern California subsidies, revenue from the  
4 sale of Desalter product water, and finally, any additional revenue arranged by IEUA and WMWD.  
5 Fifty percent of any annual revenues received in excess of the actual ongoing operation, maintenance,  
6 and replenishment expenses derived from the sale of water to any person not a producer under the  
7 Judgment or to OCWD, shall be provided to Watermaster for use as an off-set against any future  
8 assessments.

9 Replenishment water for the Desalters will be provided first from the Watermaster Desalter  
10 replenishment account, then from new yield, then from safe yield, and finally through Watermaster  
11 purchases of replenishment water. As noted above, because the burden of providing replenishment  
12 water for the Desalters will ultimately fall on the members of the appropriative pool, there is a great  
13 incentive to actively pursue cost-effective recharge for the Chino Basin as soon as possible.

14 Members of the Appropriative Pool and the State of California shall have the first priority  
15 right to purchase water from the Chino I Expansion and the Chino II Desalter. The Orange County  
16 Water District ("OCWD") shall have the second priority right to purchase this water. If there is any  
17 water remaining after satisfaction of the requests by these Parties, any other person may purchase  
18 water from the Desalters. The price paid for such water by members of the Appropriative Pool, the  
19 State of California, or OCWD shall be the actual cost of providing the water, but shall not exceed  
20 \$375 per acre-foot as adjusted by the consumer's price index. The cost to all other persons shall be  
21 no less than the cost of comparable alternative water supplies. Any Party to the Peace Agreement  
22 may request a term of 30 years for their water supply contract from the Desalter.

23 **5. Term**

24 The initial term for this Agreement shall be thirty (30) years, with any Party having the right  
25 to extend the Agreement for one additional thirty year term. The lengthy term provides the Parties  
26 with the prospect of a continuing and reliable business relationship. The long term certainty will  
27 prove useful when seeking to cultivate public and private partnerships on matters such as basin  
28 storage capacity in the future.

1 While the commitments contained in Article VII should set forth an adequate structure to  
2 address the need for Desalters in the decades ahead, in the event that Watermaster should determine  
3 that such Desalters are necessary and should future funding of capital facilities be unavailable to  
4 IEUA or WMWD, then the Parties would have an obligation to mediate any dispute about funding  
5 for Desalters. Termination of the Agreement, however, is not a remedy.

6 **C. Summary of the Implementation Plan**

7 While the Peace Agreement articulates the procedural agreements that are necessary in order  
8 to implement the OBMP, the Implementation Plan contains the technical details that will lead to  
9 achievement of the goals described in the OBMP Phase I Report. The Implementation Plan specifies  
10 the timelines according to which activities will be and are taking place, and it specifies the monetary  
11 commitments that will be necessary in order to continue these activities for each of the nine OBMP  
12 Program Elements. It is the express intention of the Parties that the Implementation Plan be  
13 interpreted consistent with the Peace Agreement, and, in fact, many of the provisions of the Peace  
14 Agreement are reiterated in the Implementation Plan. In addition, the Implementation Plan includes  
15 provisions that were previously segregated into the separate Recharge Policy as well as the  
16 substantive points of agreement from the draft recharge MOA and draft water supply MOA.

17 A draft facilities plan is attached to the Implementation Plan (as attachment 1) and depicts  
18 the manner in which Desalted water will be made available to the Parties to the Agreement and other  
19 persons. This plan was recently amended to clarify that Santa Ana Water Company could purchase  
20 desalted water from the Chino II Desalter through an interconnection with the Jurupa distribution  
21 lines, or at its own expense through an independent pipeline to the Chino II Desalter.

22 **D. Summary of Recharge Memorandum of Agreement**

23 While the ancillary documents such as the Recharge Policy and the recharge and water supply  
24 MOA's were incorporated within the Implementation Plan, it was recognized by the Parties that  
25 Watermaster would still need to enter into agreements with Parties who wish to perform recharge  
26 activities. Thus, while all of the substantive provisions of the previous recharge MOA were  
27 incorporated into the Implementation Plan, a pro forma recharge MOA has still been retained to serve  
28 as a model for future agreements between Watermaster and Parties wishing to perform recharge

1 activities.

2 Watermaster has wisely retained discretion to negotiate favorable agreements with Parties for  
3 recharge and replenishment of water into the Basin.

4 **E. Summary of Resolution**

5 The Resolution adopted by Watermaster is in conformity with Section 3.1(a) of the  
6 Agreement. Moreover, it also seeks to overcome another challenge presented by the procedural and  
7 substantive rigors associated with environmental review.

8 Because this Court has previously ruled that the approval and implementation of the OBMP  
9 is subject to review under CEQA, a Programmatic EIR (PEIR) is being prepared to address any  
10 environmental impacts. This Court designated the IEUA as the lead agency for CEQA purposes.

11 The comment period for written comments on the draft PEIR ended on June 23, 2000 and  
12 IEUA held a scheduled meeting to receive further public comment on June 28, 2000. It has  
13 scheduled a further meeting to certify the PEIR on July 12, 2000, one day prior to the Court's  
14 scheduled hearing on the continuation of the Watermaster nine member Board.

15 As it was not legally possible to have the respective boards of various public agencies approve  
16 the Agreement and Implementation Plan, Watermaster's approval was made subject to the unanimous  
17 approval by each of the Parties to the Peace Agreement after the environmental document had been  
18 certified.

19 Under CEQA, before a Party may commit to action that falls under the jurisdiction of the act,  
20 it must complete all necessary CEQA review, including final certification of any pending  
21 Environmental Impact Reports. However, assuming without conceding that Watermaster is subject  
22 to CEQA, Watermaster's approval will not result in any irrevocable commitments. Because the form  
23 of its Resolution will still allow the final project to be subject to full CEQA review, making  
24 preliminary decisions necessary to reach the eventual implementation of the project, will comply with  
25 CEQA. (Stand Tall on Principles v. Shasta Union High School Dist. ("STOP")(1991) 235  
26 Cal.App.3d 772, 781 ("The Board's resolutions . . . do not constitute an 'approval' under CEQA  
27 because they do not commit the District to a *definite course* of action since they are expressly made  
28 contingent on CEQA compliance."). For example, although the school district in STOP had selected



1 the site that it wanted, the court held that the selection was not itself an "approval" for CEQA  
2 purposes because it remained "contingent upon completion of the EIR process." (*Id.* at 777.)

3 Here, while all the Parties agreed to submit the Peace Agreement as a potential physical  
4 solution to the problems facing the Chino Basin, submitting this solution to the Court is not an  
5 "approval" for CEQA purposes. (*See id.* at 781; *see also* City of Lodi v. East Bay Mun. Utilities  
6 Dist., (1936) 7 Cal.2d 316, 339 (submitting physical solution to court requires further court  
7 approval).) In fact, full implementation of the OBMP, depends upon final certification of the PEIR  
8 by IEUA. Until then, this Court retains the ability to accept evidence of potential physical solutions,  
9 such as the documents attached to this Motion, and it is this evidence, not any final, binding approval,  
10 that the Parties to the Judgment urge this Court to consider with this motion. (*See Lodi*, 7 Cal.2d  
11 at 339 (discussing court's duty to accept and consider evidence of proposed physical solution).)

12 V

13 CONCLUSION

14 Watermaster's work is not done. Attachment 3 to this motion is a time line for further action  
15 by Watermaster. Watermaster urges this Court to recognize the substantial efforts made by Water-  
16 master Board and staff to achieve the broad consensus of support by the Parties to the Judgment for  
17 it to move forward with implementation of its OBMP in a way that fairly balances the interests of the  
18 Parties to the Judgment, the public interest and the Constitutional requirements set forth in Article  
19 X, Section 2 and enter the proposed order attached hereto.

20  
21 Dated: June 29, 2000

HATCH AND PARENT

22  
23 By: 

24 SCOTT S. SLATER  
25 MICHAEL T. FIFE  
26 JUSTIN J. LUCKE  
27 Attorneys for Chino Basin Watermaster  
28

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8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF SAN BERNARDINO**

11 CHINO BASIN MUNICIPAL )  
12 WATER DISTRICT, )

13 Plaintiff, )

14 v. )

15 CITY OF CHINO, et al., )

16 Defendants. )  
17 )  
18 )

**CASE NO. R.C.V. 51010**

**Judge: Honorable J. MICHAEL GUNN**

**PROPOSED ORDER**

Date:  
Time:

19 **FINDINGS**

20 Watermaster's approval of the Peace Agreement and its commitment to implement the Phase  
21 I Report through the provisions of the OBMP Implementation Plan as expressly set forth in Article  
22 V of the Peace Agreement is in furtherance of the physical solution set forth in the Judgment, and  
23 Article X, Section 2 of the California Constitution.

24 The goals and plans of the OBMP Phase I Report as implemented through the OBMP  
25 Implementation Plan attached as Exhibit "B" to the Peace Agreement in the manner set forth in the  
26 Peace Agreement constitute the OBMP.

27 The Peace Agreement and OBMP Implementation Plan implement the goals and plans of the  
28

1 OBMP Phase I Report. Subject to the satisfaction of the identified contingencies, adaptive  
2 management consistent with the Peace Agreement and the continuing jurisdiction of the Court,  
3 Watermaster has satisfied its obligation to prepare and implement an optimum basin management  
4 program.

5 **ORDER**

6 Subject to the continuing jurisdiction of the Court, the Court Orders:

7 1. Watermaster shall adopt the goals and plans of the Phase I Report implemented  
8 pursuant to the OBMP Implementation Plan consistent with the Peace Agreement as its Optimum  
9 Basin Management Program.

10 2. The Watermaster shall proceed in accordance with the Peace Agreement and the  
11 OBMP Implementation Plan.

12 3. Watermaster shall prepare and file quarterly reports with the Court regarding its  
13 progress in implementing the OBMP.

14 4. Watermaster shall prepare and timely file and serve a motion to request those  
15 amendments to the Judgment identified in Article IV, and any other amendments it believes  
16 necessary, no later than August 15, 2000. A hearing on this motion for amendments to the Judgment  
17 shall be consolidated with a hearing on the continuance of the nine-member board on September 28,  
18 2000.

19 The Court's findings, approval and order are expressly conditioned upon the satisfaction of  
20 the following conditions precedent:

21 1. Unanimous approval of the Peace Agreement by the Parties thereto, no later than  
22 August 1, 2000;

23 2. Certification of the Programmatic Environmental Impact Report for the OBMP by  
24 Inland Empire Utilities Agency;

25 3. Appropriation by the California Legislature of at least \$121,000,000 from the  
26 proceeds made available by the passage of Proposition 13, for the benefit of the Santa Ana  
27 Watershed Project Authority, by October 1, 2000.

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Dated: June \_\_, 2000

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN BERNARDINO**  
10

11 CHINO BASIN MUNICIPAL  
12 WATER DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.  
17

) **CASE NO. RCV 51010**

) **Judge: Honorable J. Michael Gunn**

) **DECLARATION OF SCOTT**  
) **SLATER**

) **Date: June 29, 2000**

) **Time: 1:30 PM**

) **Dept: R8**

- 18  
19  
20 1. Hatch and Parent was hired as general counsel to the Watermaster on February 22, 2000.  
21 2. I am a shareholder with Hatch and Parent and I have assumed primary responsibility for for  
22 providing legal representation to Watermaster since February 22, 2000.  
23 3. Following my retention as general counsel I have participated in every meeting of the  
24 Watermaster Board and have been in constant contact with the members of the Board and  
25 Watermaster staff regarding Watermaster compliance with the prior orders of this Court and the  
26 adoption and implementation of an optimum basin management program (OBMP) for the Chino  
27 Basin.  
28 4. In an effort to provide a comfortable and less contentious forum for Parties to the Judgment,

1 to air their respective grievances and concerns, and to facilitate good faith bargaining and the  
2 development of a win / win negotiation, I recommended to the Watermaster Board that it facilitate  
3 another process among the Parties to the Judgment.

4 5. After obtaining the concurrence of the Board, I contacted the attorneys for the various Parties  
5 to the Judgment and began holding meetings to determine if there was a method whereby the Parties  
6 could solve their legal differences amicably.

7 6. Regular meetings began on March 22, 2000 and these meetings were held at various  
8 locations, among and between the Parties to the Judgment for over three months. I served as the  
9 facilitator at these meetings.

10 7. At least twenty-five different lawyers have attended one or more of the meetings and voiced  
11 any concerns they may have had. Other parties, unrepresented by counsel, also chose to regularly  
12 attend these meetings. In no instance has any party that requested to participate been excluded from  
13 doing so.

14 8. The confidence of these negotiations has been faithfully respected by me as the facilitator  
15 and each of the negotiators. The progress of the negotiations has been regularly reported to the  
16 Watermaster and indeed this Court at the last scheduled hearing on April 6, 2000.

17 9. Watermaster received a full presentation concerning the Memorandum of Principles, the first  
18 written product of the legal negotiations, as did the court's special referee, on May 4, 2000. The  
19 Watermaster Board unanimously approved the Memorandum in open session at its Board meeting  
20 on May 25, 2000.

21 10. The Joint Pool and Advisory Committees as well as the Board have routinely discussed the  
22 progress of the meetings and have been briefed on the full text of the Peace Agreement and the  
23 OBMP Implementation Plan attached thereto. In addition, the Board members have noted their  
24 concerns and suggested improvements which were incorporated into the Peace Agreement and the  
25 OBMP Implementation Plan.

26 11. From the point of the initiation of the meetings, I had not heard any objection to the meetings  
27 or the process from any person, until my receipt of the pleading filed with this Court on behalf of  
28

1 the Santa Ana River Water Company (SARWC) on June 23, 2000.

2 12. I responded to Ms. Staples, attorney for SARWC by telephone and received one letter from  
3 her requesting copies of relevant documents. Upon that request, I agreed to transmit copies of all  
4 relevant documents to Ms. Staples and to answer any questions that she might have.

5 13. Neither Ms. Staples nor any member of Santa Ana Water Company were ever excluded from  
6 any Watermaster meeting of any kind.

7 14. It was never my intention to exclude any person or representative from participating in the  
8 facilitated process nor to deny them the reciprocal benefits and burdens of the Peace Agreement.

9 15. I am not aware of a single person or Party to the Judgment who is concerned or objects to  
10 the facilitation efforts that Watermaster has provided through its counsel.

11 16. Upon receipt by me, of the Santa Ana Water Company pleading on Monday June 26, 2000,  
12 and on several occasions since, I have spoken with Ms. Staples, attended a public meeting of the  
13 Jurupa Community Services District (JCSD) on Monday evening June 26, 2000 and participated in  
14 conference calls on Tuesday June 27, 2000 with, among others, Ms. Staples and John Shatz, general  
15 counsel for JCSD.

16 17. Ms. Staples and Mr. Shatz have worked professionally and cooperatively to develop a key  
17 series of clarifications which have resolved SAWC's concerns.

18 18. I have been informed by both of them verbally and in writing, that neither Ms. Staples nor  
19 her client SAWRC have any objection to the Watermaster Board proceeding to adopt the Peace  
20 Agreement and the OBMP Implementation Plan with the clarifications identified in her corres-  
21 pondence of June 28, 2000 attached as Exhibit I, hereto. These clarifications have been incorporated  
22 into the Peace Agreement, the OBMP Implementation Plan and the facilities plan, as requested by  
23 Ms. Staples and these changes are acceptable to JCSD, all Parties to the Peace Agreement and to  
24 Watermaster.

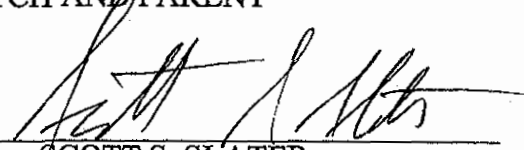
25 19. Based upon these clarifications and Watermaster's agreement to proceed in accordance with  
26 her letter, Ms Staples has graciously agreed on behalf of her client to support Watermaster's Motions  
27 filed herewith.  
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I declare under penalty of perjury that the foregoing is true and correct and if called upon could and would testify to the foregoing facts.

Dated: June 28, 2000

HATCH AND PARENT

By:   
SCOTT S. SLATER  
Attorney for Chino Basin Watermaster

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21 East Carrillo Street  
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OUR FILE NUMBER:  
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## VIA FACSIMILE AND U.S. MAIL

Inland Empire Utilities Agency  
Attn: Garth Morgan  
9400 Cherry AV, Bldg. A  
Fontana, CA 92335

Chino Basin Watermaster  
Attn: Traci Stewart  
8632 Archibald Avenue, Suite 109  
Rancho Cucamonga, CA 91730

Re: ***Program Environmental Impact Report for the Chino Basin Optimum Basin Management Plan, Peace Agreement, OBMP Implementation Plan, Revised Draft Water Supply Plan Phase 1 Desalting Project Facilities Report***

Dear Mr. Morgan and Ms. Stewart:

On behalf of Santa Ana River Water Company ("Santa Ana"), we previously submitted objections, conditional opposition and comments on the Draft Program Environmental Impact Report ("PEIR"), the Peace Agreement, the OBMP Implementation Plan and the Revised Draft Water Supply Phase I Desalting Project Facilities Report (collectively, the "OBMP Documents"). Santa Ana's objections, conditional opposition and comments were also filed with the Court.

Since that time, we have identified revisions which are needed to conform the OBMP Documents to the project analyzed in the PEIR. The revisions are summarized in the attachment to this letter. The revisions clarify that Santa Ana will be a recipient of a portion of the Chino II desalter water that was allocated to Jurupa Community Services District ("Jurupa") in the OBMP Documents. Jurupa concurs in the revisions.

Upon incorporation of the attached revisions, Santa Ana withdraws its objections and conditional opposition to the OBMP Documents and supports the Inland Empire Utilities Agency's certification of the PEIR. Santa Ana also supports Watermaster's approval of the Peace Agreement, the OBMP Implementation Plan, and the Revised Draft Water Supply Phase I

**JACKSON DEMARCO & PECKENPAUGH**

Inland Empire Utilities Agency  
Chino Basin Watermaster  
June 28, 2000  
Page 2

Desalting Project Facilities Report as revised to incorporate the attached revisions. Likewise, Santa Ana supports the Court's approval of the Peace Agreement, the OBMP Implementation Plan as revised to incorporate the attached revisions.

Santa Ana appreciates the Herculean efforts by the Watermaster, its staff and legal counsel, and by the parties to the Chino Basin adjudication, to develop a plan to protect, restore, and manage the basin's invaluable resources. The requested revisions to the OBMP Documents will help to ensure that Santa Ana's interests in those resources are likewise protected.

Sincerely,



Michele A. Staples

MAS/jaa  
366552.1

Inland Empire Utilities Agency  
Chino Basin Watermaster  
June 28, 2000  
Page 3

REVISIONS TO OPTIMUM BASIN MANAGEMENT PLAN PEACE AGREEMENT

Section 1.1. Definitions. Jurupa Community Services District ("JCSD") means the Jurupa Community Services District and the Santa Ana River Water Company individually. Subject to the provisions of this Agreement, the design and delivery obligations for the Chino II Desalter set forth in Section 7.3 regarding Jurupa Community Services District include both the Jurupa Community Services District and the Santa Ana River Water Company. Santa Ana River Water Company may exercise its discretion to receive its portion of the desalted water through an interconnection or at its own expense through an independent pipeline to connect to the Chino II Desalter or in any other method as the Jurupa Community Services District and the Santa Ana River Water Company may jointly agree. Nothing in this definition shall be construed as expanding the initial mgd capacity of the Chino II Desalter as provided in the facilities plan which is Attachment "1" to the OBMP Implementation Plan (Exhibit "B" hereto). If it is necessary to meet Santa Ana River Water Company's demands and there is insufficient initial capacity in the Chino II Desalter to satisfy the demands of Santa Ana River Water Company for desalted water in the quantities as provided in the Water Supply Plan Phase 1 Desalting Project Facilities Report (Table B-4), Jurupa's and Ontario's entitlement to desalted water made available from the initial capacity of the Chino II Desalter shall abate pro-rata to accommodate the demand of Santa Ana River Water Company up to a maximum quantity of 1,300 acre-feet per year.

REVISIONS TO OBMP IMPLEMENTATION PLAN

Revise Table 2 so that it is consistent with Table B-4 of the OBMP Revised Draft Water Supply Plan Phase 1 Desalting Project Facilities Report, as revised (the revisions to Table B-4 are discussed below).

REVISIONS TO OBMP REVISED DRAFT WATER SUPPLY PLAN  
PHASE 1 DESALTING PROJECT FACILITIES REPORT

1. Update Figures ES-1, 3-1, 3-2, and 3-9 to include a future Santa Ana River Water Company ("SARWC") 1000' long, 8" diameter water transmission pipeline from Chino II to the intersection of Bellegrave and Troth.
2. Update Table 3-8 to include the SARWC pipeline mentioned in No.1 (WSA: SARWC, Diameter = 8").

**JACKSON DEMARCO & PECKENPAUGH**

Inland Empire Utilities Agency  
Chino Basin Watermaster  
June 28, 2000  
Page 4

3. Add a footnote on Tables 2-1 and B-1 stating the following: "The Chino II water demands shown for JCSD include service to SARWC. Table B-4 summarizes this service in greater detail."
4. Page 2-8: Change first sentence of bottom paragraph to read: "The new Chino II groundwater treatment facility would serve treated groundwater to JCSD, SARWC, and the Cities of Ontario and Norco."
5. Page 3-22: Change first sentence of section 3.5.2 to read: "The new Chino II Desalter would deliver treated groundwater to JCSD, SARWC, and the Cities of Ontario and Norco during Phase 1."
6. Page 3-22: Change third sentence of section 3.5.2 to read: "The treated water would be initially discharged into the JCSD water system, where it could readily be wheeled to SARWC, Ontario, and Norco via existing pipelines."
7. Table B-4: Change "Supply to SARWC (Chino GW)" to "Supply to SARWC (Chino GW/Chino I)."
8. Add the new definition of "Jurupa Community Services District" that is to be added to the OBMP Peace Agreement, discussed above.

## PROOF OF SERVICE

I declare that:

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the within action. My business address is Chino Basin Watermaster, 8632 Archibald Avenue, Suite 109, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On June 29, 2000, I served the attached:

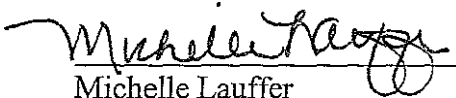
1. **Ex Parte Application for an Order Shortening Time.**
2. **Declaration of Michael Fife.**
3. **Proposed Order.**
4. **Motion to Continue July 13, 2000 Hearing.**
5. **Points and Authorities in Support of Motion.**
6. **Proposed Order.**
7. **Motion for an Order Approving Adoption of the OBMP.**
8. **Points and Authorities in Support of Motion.**
9. **Proposed Order.**
10. **Declaration of Scott Slater.**
11. **Peace Agreement.**
12. **Timeline.**

in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by United States Postal Service mail at Rancho Cucamonga, California, addressed as follows:

*See attached service lists:*

- Attorney Service List
- Mailing List A

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Rancho Cucamonga, California, on June 29, 2000.

  
Michelle Lauffer

ATTORNEY SERVICE LIST

UPDATED JUNE 30, 2000

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2100 SE MAIN ST STE 104  
IRVINE CA 92614-6238

AAA AA  
MAILING LIST 1  
UPDATED 05/08/00

CURTIS AARON  
CITY OF FONTANA  
8353 SIERRA AVE  
FONTANA CA 92335-3598

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

RICHARD ANDERSON  
1365 W FOOTHILL BLVD STE 1  
UPLAND CA 91786

A W ARAIZA  
WEST SAN BERN CWD  
P.O. BOX 920  
RIALTO CA 92376-0920

STEVE ARBELBIDE  
CBWM BOARD  
417 PONDEROSA TR  
CALIMESA CA 92320

SCOTT ATHERTON  
CALIFORNIA SPEEDWAY  
P.O. BOX 9300  
FONTANA CA 92334-9300

RICH ATWATER  
IEUA  
P.O. BOX 697  
RCHO CUCA CA 91729-0697

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

VICTOR BARRION  
RELIANT ENERGY ETIWANDA  
8996 ETIWANDA AVE  
ETIWANDA CA 91739

KEITH BELAND  
STATE OF CALIFORNIA CDC  
P.O. BOX 942883  
SACRAMENTO CA 94283-0001

BOB BEST  
NAT'L RESOURCES CONS SVS  
25864 BUSINESS CENTER DR K  
REDLANDS CA 92374

GERALD BLACK  
FONTANA UNION WATER CO  
P.O. BOX 309  
FONTANA CA 92334

PATTI BONAWITZ  
IEUA  
P.O. BOX 697  
RCHO CUCA CA 91729-0697

LESTER E. BOSTON JR.  
CBWM BOARD  
3694 PEREGRINE DR  
CORONA CA 91719

FRANK BROMMENSCHENKEL  
134 DAVIS ST  
SANTA PAULA CA 93060

RICK BUFFINGTON  
STATE OF CA CIM  
P.O. BOX 1031  
CHINO CA 91710

BRUCE CASH  
UNITED WATER MGMT CO INC  
1905 BUSINESS CENTER DR STE 100  
SAN BERNARDINO CA 92408

TERRY CATLIN  
CBWM BOARD  
2344 IVY CT  
UPLAND CA 91784

NEIL CLIFTON  
IEUA  
P.O. BOX 697  
RANCHO CUCAMONGA CA 91729-0697

LAURA COOMBS  
ARROWHEAD WATER COMP  
5772 JURUPA RD  
ONTARIO CA 91761-3672

GEORGE COSBY  
CALMAT PROPERTIES CO  
3200 N SAN FERNANDO RD  
LOS ANGELES CA 90065

DAVID B COSGROVE  
RUTAN & TUCKER  
611 ANTON BLVD STE 1400  
COSTA MESA CA 92626

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

DAVID DE JESUS  
TVMWD/CBWM/ALT  
146 E COLLEGE ST  
COVINA CA 91723

ROBERT DEBERARD  
CHAIRMAN-AG POOL  
P.O. BOX 1223  
UPLAND CA 91785-1223

ROBERT DELOACH  
CUCAMONGA CTY WD  
P.O. BOX 638  
RANCHO CUCA CA 91729-0638

BILL DENDY  
BILL DENDY & ASSOCIATES  
429 F ST STE 2  
DAVIS CA 95616-4111

GREG DEVEREAUX  
CITY OF ONTARIO  
303 E "B" ST  
ONTARIO CA 91764

DOUG DRURY  
IEUA  
P.O. BOX 697  
RANCHO CUCAMONGA CA 91730

DICK DYKSTRA  
10129 SCHAEFER  
ONTARIO CA 91761-7973

BOB FEENSTRA  
MILK PRODUCERS COUNCIL  
13545 S EUCLID AVE  
ONTARIO CA 91762-6656

RALPH FRANK  
755 LAKEFIELD RD #3  
WESTLAKE VILLAGE CA 91361

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

MARK GAGE P E  
GEOMATRIX CONSULTANTS INC  
2101 WEBSTER ST #1200  
OAKLAND CA 94612

JIM GALLAGHER  
SOUTHERN CALIFORNIA WATER CO  
2143 CONVENTION CTR WAY STE 110  
ONTARIO CA 91764

JOE GRINDSTAFF  
SAWPA  
11615 STERLING AVE  
RIVERSIDE CA 92503

JACK HAGERMAN  
STATE OF CALIFORNIA CIM  
4158 CENTER ST  
NORCO CA 91760

DONALD HARRIGER  
CBWM BOARD  
P.O. BOX 5286  
RIVERSIDE CA 92517-5286

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

ATTORNEY AT LAW  
HIGGS FLETCHER & MACK  
401 W A STREET  
SAN DIEGO CA 92101-7908

PAUL HOFER  
CBWM BOARD  
11248 S TURNER AVE  
ONTARIO CA 91761

NINA JAZMADARIAN  
METROPOLITAN WATER DISTRICT  
P.O. BOX 54153  
LOS ANGELES CA 90054-0153

KEN JESKE  
CITY OF ONTARIO  
1425 S BON VIEW AVE  
ONTARIO CA 91761-4406

JOSEPHINE JOHNSON  
CBWM BOARD  
3635 RIVERSIDE DR  
CHINO CA 91710

BARRETT KEHL  
CBWCD  
P.O. BOX 2400  
MONTCLAIR CA 91763-0900

PATRICK J. KING  
CBWM BOARD  
303 E "B" ST  
ONTARIO CA 91764-4196

MARK KINSEY  
MONTE VISTA IRRIGATION CO  
10575 CENTRAL AVE  
MONTCLAIR CA 91763

MARK KINSEY  
MONTE VISTA WATER DISTRICT  
P.O. BOX 71  
MONTCLAIR CA 91763-0071

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

GENE KOOPMAN  
13898 ARCHIBALD AVE  
ONTARIO CA 91761-7979

KRONICK ET AL  
KRONICK MOSKOVITZ TIEDEMANN &  
GIRARD  
400 CAPITOL MALL 27TH FL  
SACRAMENTO CA 95814-4417

A. A. KRUEGER  
CBWM BOARD  
3736 TOWNE PARK CR  
POMONA CA 91767

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

FRANK LOGUIDICE  
SAN GABRIEL VALLEY WC  
P.O. BOX 6010  
EL MONTE CA 91734

CARLOS LOZANO  
STATE OF CA YTS  
15180 S. EUCLID  
CHINO CA 91710

MIKE MAESTAS  
CITY OF CHINO HILLS  
2001 GRAND AVE  
CHINO HILLS CA 91709-4869

ALAN MARKS  
CTY OF SAN BERN CTY CNSL  
157 W 5TH ST  
SAN BERNARDINO CA 92415

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

CAROLE MCGREEVY  
JURUPA COMM SVCS DIST  
8621 JURUPA RD  
RIVERSIDE CA 92509-3229



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

BRYAN MOLLOY  
STATE OF CALIFORNIA - CIM  
P.O. BOX 128  
CHINO CA 91710-0128

RUBEN MONTES  
SAN BERNARDINO CTY FLD CONT DIS  
825 E THIRD ST  
SAN BERNARDINO CA 92415

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

EILEEN MOORE  
SECY ONTARIO CITY COUNCIL  
303 E "B" STREET  
ONTARIO CA 91764

CHRIS NAGLER  
DEPT OF WATER RESOURCES  
770 FAIRMONT AVE SUITE 102  
GLENDALE CA 91203-1035

ROBERT NEUFELD  
CHAIRMAN CBWM BOARD  
14111 SAN GABRIEL CT  
RANCHO CUCAMONGA CA 91739

JOE ODETTE  
STATE OF CALIFORNIA - CIM  
P.O. BOX 128  
CHINO CA 91710-0128

DANA OLDENKAMP  
MILK PRODUCERS COUNCIL  
3214 CENTURION PL  
ONTARIO CA 91761

ROBERT OLISLAGERS  
CNTY OF SAN BERNARDINO  
7000 MERRILL AVE BOX 1  
CHINO CA 91710-9027

SANDY OLSON  
WALNUT VALLEY WATER DISTRICT  
271 S BREA CANYON RD  
WALNUT CA 91789

HENRY PEPPER  
CITY OF POMONA  
505 S GAREY AVE  
POMONA CA 91766

JEFF PIERSON  
2 HEXAM ST  
IRVINE CA 92612

ROBB QUINCEY  
INLAND PACIFIC WATER COMPANY  
8300 UTICA AVE 3RD FLOOR  
RANCHO CUCAMONGA CA 91730

LEE R REDMOND III  
KAISER VENTURES INC  
3633 E INLD EMP BLVD STE 850  
ONTARIO CA 91764

BILL RICE  
RWQCB - SANTA ANA REGION  
3737 MAIN ST STE 500  
RIVERSIDE CA 92501-3339

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

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

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

WAYNE SALMI  
PRAXAIR  
5735 AIRPORT DR  
ONTARIO CA 91761

PATRICK SAMPSON  
P.O. BOX 660  
POMONA CA 91769

DIANE SANCHEZ  
DWR  
770 FAIRMONT AVE  
GLENDALE CA 91203-1035

JOSEPH C SCALMANINI  
500 FIRST ST  
WOODLAND CA 95695

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

JUDY SCHURR  
30587 LOS ALTOS DR  
REDLANDS CA 92373

DAVID SCRIVEN  
KRIEGER & STEWART ENGINEERING  
3602 UNIVERSITY AVE  
RIVERSIDE CA 92501

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

NELL SOTO  
STATE CAPITOL  
ROOM NO 4066  
SACRAMENTO CA 95814

BILL STAFFORD  
MARYGOLD MUTUAL WATER CO  
9725 ALDER ST  
BLOOMINGTON CA 92316-1637

MICHELE STAPLES  
JACKSON DEMARCO & PECKENPAUGI  
4 PARK PLAZA 16TH FL  
IRVINE CA 92614

DAVID STARNES  
MOBILE COMMUNITY MGMT CO  
1801 E EDINGER AVE STE 230  
SANTA ANA CA 92705

L HAIT  
STERN & GOLDBERG  
9150 WILSHIRE BLVD STE 100  
BEVERLY HILLS CA 90210

TOM STETSON  
STETSON ENGINEERS INC  
3104 E GARVEY AVE  
WEST COVINA CA 91791

CRAIG STEWART  
GEOMATRIX CONSULTANTS INC.  
330 W BAY ST STE 140  
COSTA MESA CA 92629

TRACI STEWART  
CHINO BASIN WATERMASTER  
8632 ARCHIBALD ST STE 109  
RANCHO CUCAMONGA CA 91730

SWRCB  
SWRCB - DIV OF WATER RIGHTS  
P.O. BOX 2000  
SACRAMENTO CA 95809-2000

LENNA TANNER  
CITY CLERK - CITY OF CHINO  
P.O. BOX 667  
CHINO CA 91708-0667

JIM TAYLOR  
POMONA UTILITY SVS DEPT.  
148 N HUNTINGTON BLVD  
POMONA CA 91768

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

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

DAVID THOMPSON  
GE/MGR ENV REMEDIATION PRGM  
640 FREEDOM BUSINESS CTR.  
KING OF PRUSSIA PA 19406

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

MANAGER  
THREE VALLEYS M W D  
P.O. BOX 1300  
CLAREMONT CA 91711

HAROLD TREDWAY  
10841 PARAMOUNT BLVD  
DOWNEY CA 90241

ARLAN VAN LEEUWEN  
FAIRVIEW FARMS  
6875 PINE AVE  
CHINO CA 91710-9165

GEOFFREY VANDEN HEUVEL  
CBWM BOARD  
7551 KIMBALL AVE  
CHINO CA 91710

ERICK VAUGHN  
ANGELICA RENTAL SERVICE  
1575 N CASE ST  
ORANGE CA 92867-3635

ERIC WANG  
SUNKIST GROWERS INC  
760 E SUNKIST ST  
ONTARIO CA 91761

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

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

RAY WELLINGTON  
SAN ANTONIO WATER COMPANY  
139 N EUCLID AVE  
UPLAND CA 91786-6036

CHARLES R. WHITE  
DWR-SO DIST  
770 FAIRMONT AVE  
GLENDALE CA 91203-1035

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

MARK WILDERMUTH  
WILDERMUTH ENVIRONMENTAL INC  
415 N EL CAMINO REAL STE A  
SAN CLEMENTE CA 92672

JEROME WILSON  
CBWM BOARD  
6035 FALLING TREE LN  
ALTA LOMA CA 91737