

1 ELLISON, SCHNEIDER & HARRIS L.L.P.
Anne J. Schneider, Esq. (Bar No. 72552)
2 2015 H Street
Sacramento, California 95814-3109
3 Telephone: (916) 447-2166

4 SPECIAL REFEREE

FILED - West District
San Bernardino County Clerk

MAR 20 2001

By *L. Swartz* Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN BERNARDINO, RANCHO CUCAMONGA DIVISION

11 CHINO BASIN MUNICIPAL WATER)
DISTRICT,)

12)
13 Plaintiff,)

14 v.)

15 THE CITY OF CHINO,)

16 Defendants.)

CASE NO. RCV 51010

Judge: Honorable J. Michael Gunn

SPECIAL REFEREE'S REPORT ON
WORKSHOP AND COMMENTS
REGARDING WATERMASTER'S
REVISED RULES AND
REGULATIONS

Date: April 19, 2001

Time: 2:00 p.m.

Dept: 8

19 I.

20 INTRODUCTION

21 On February 19, 1998, Watermaster was directed to prepare an optimum basin management
22 program ("OBMP") for the Chino groundwater basin. The OBMP was submitted to the Court and
23 approved subject to certain conditions precedent, one of which is Watermaster's adoption and Court
24 approval of revised rules and regulations for the basin to facilitate implementation of the OBMP.
25 Watermaster advised the Court that on February 15, 2001, the Advisory Committee and Watermaster
26 Board unanimously approved and adopted the completed revision of the rules and regulations for
27 the basin entitled "Chino Basin Watermaster Rules and Regulations" (hereinafter "New Rules").
28 Watermaster General Counsel was authorized to forward the New Rules to the Court for its review.

1 (See Motion for Continuance, dated February 23, 2001.)

2 On March 8, 2001, a workshop was conducted to allow the parties to brief the Special
3 Referee on the New Rules and to answer questions. A transcript of the workshop has been prepared.
4 The workshop was helpful in answering many of the questions Mr. Scalmanini and I had after first
5 reviewing the New Rules. I was impressed with the amount of work that has been put into the rules
6 and regulations revision process, and I appreciate the time and energy spent on the process.
7 However, some areas remain of concern. They are addressed below. The following comments are
8 organized by article and paragraph number, with reference to the version of the New Rules dated
9 February 2001, which was distributed at the March 8 workshop.

10 **II.**

11 **DISCUSSION**

12 **A. Title of New Rules and Table of Contents**

13 1. The parties refer to the New Rules as the “Chino Basin Watermaster Rules and
14 Regulations.” A definition of “Chino Basin Watermaster Rules and Regulations” should be added
15 to identify the New Rules and to differentiate between the New Rules and the defined terms
16 referencing previous rules (“Uniform Groundwater Rules and Regulations” (ag) and “Watermaster
17 Rules and Regulations” (ag)).

18 2. A table of contents should be included for the New Rules. Ultimately, but not
19 necessarily as a part of the New Rules, a directory that cross-references and indexes provisions of
20 the New Rules, Peace Agreement, OBMP, and Judgment would be very helpful.

21 **B. Article I — General Provisions**

22 **1. Active Parties (a)**

23 This definition should be limited to parties “to the Judgment.” The definitions of “Active
24 Parties” (a), “Parties” (fff), and “Parties to the Judgment” (ggg) create some confusion. For
25 example, Paragraph 9.2(a) requires notice to “all the parties to the Judgment of a proposed transfer
26 . . .” Is it intended that notice go to all “Parties to the Judgment” or to just “Active Parties”?

27 **2. Annual Production Right (e)**

28 This definition lists the sources of water available to the Appropriative Pool. (Why does it

1 include transfers and assignments, but not leases?) “Appropriative Right” (j) is defined here and in
2 the Judgment to mean “annual production right.” The concept introduced by the Peace Agreement
3 of “New Yield” is key to reconciling these two definitions. The water allocated to each
4 appropriative right is quantified (Judgment ¶¶ 9, 13, and 44, Exhibit “E”, and Exhibit “I” ¶ 2) and
5 exercise of appropriative rights in excess of operating safe yield is expressly constrained.

6 The “Annual Production Right” definition side-steps that constraint and lists assigned
7 operating safe yield as just one component of what an appropriative rightholder can produce each
8 year. “New Yield” is, by its new definition, outside of the “Operating Safe Yield” constraint of the
9 Judgment. So long as this new “category” of water is accounted for between now and when
10 Watermaster recalculates safe yield, the end result should be the same: Safe yield would be adjusted
11 to incorporate the additional water designated “New Yield” for the interim period. Accounting for
12 new yield will be included in the documentation for assessments and the annual report each year
13 (Paragraph 6.2(c)), and any identified new yield implicitly would be included in recalculating safe
14 yield.

15 **3. Basin Water (k)**

16 The “Basin Water” definition list should read: “. . . Safe Yield, Operating Safe Yield, New
17 Yield, or Replenishment Water . . .”

18 **4. Best Efforts (l)**

19 This definition’s second sentence is a rule of construction and not a definition.

20 **5. Carry-Over Water (o)**

21 “Carry-Over Water” refers to “Producer under the Judgment” but should instead be limited
22 to the appropriative and overlying (non-agricultural) producers.

23 **6. Cyclic Storage**

24 There is no definition of “cyclic storage,” yet that terminology is used by Watermaster.
25 Either a definition should be added and various provisions revised to include cyclic storage, or
26 Watermaster should systematically replace the term with “recharge and recovery program.”

27 **7. Date of Execution (bb)**

28 The “Date of Execution” should be August 1, 2000, according to the Watermaster’s Motion

1 to Extend the Nine-Member Board (Page 2, Line 9).

2 **8. Effective Date (ff)**

3 The "Effective Date" presumably is intended to refer to the effective date of the New Rules.
4 The effective date of the New Rules should be the date that the Court approves these New Rules,
5 which may be April 19, 2001. Various references in the New Rules to "Effective Date" should be
6 reviewed in light of this comment. The conditional nature of Western Municipal Water District's
7 approval raises the question of whether the Peace Agreement is effective as of October 1, 2000. It
8 would be optimal if "Effective Dates" of both the New Rules and the Peace Agreement were specific
9 dates, without reference to whether conditions precedent related to the Peace Agreement were
10 waived or satisfied.

11 **9. Judgment (oo)**

12 The definition of "Judgment" omits several Judgment modification orders:

13 Order dated July 14, 1978, related to procedures for petitions in intervention;

14 Order dated January 5, 1979, related to groundwater storage agreements;

15 Order dated March 31, 1999, related to Watermaster's Annual Report;

16 Order dated March 31, 1999, related to compensation of Watermaster board members;

17 Order dated September 28, 2000, related to the adoption of the OBMP;

18 There are several other amendments which do not need to be listed, so the phrase "and other
19 such amendments" should be retained. (We have not found the order changing the provision in the
20 definition of "Minimal Producer" from 5 to 10 acre feet.)

21 **10. Local Imported Water (pp)**

22 This phrase is confusing, since the words "local" and "imported" do not logically fit together.
23 This definition presumably would include water imported from the Arlington desalter, for example.
24 Perhaps the definition could be expanded to clarify what is intended.

25 **11. OBMP Assessments (yy)**

26 All but the first sentence of the definition appear to be rules of construction.

27 **12. OBMP Implementation Plan (zz)**

28 The reference provided for this definition is actually a reference for definition (aaa).

1 **13 Operating Safe Yield (bbb)**

2 This definition needs to be revised to delete the last sentence. (See detailed discussion
3 related to Article VI.)

4 **14. Produce or Produced (kkk)**

5 The reference for this definition should be Judgment ¶ 4(q).

6 **15. Qualifying Storage (ooo)**

7 “Qualifying Storage” is defined but “Qualifying Storage Agreement” is not, and perhaps a
8 definition should be added. Because the term is used in Article VIII, and appears to mean an
9 agreement other than a local storage agreement or groundwater storage agreement (Paragraph
10 8.1(b)), a definition would help to clarify that the designation “Qualifying Storage Agreement” refers
11 only to the fact that the agreement covers storage after July 1, 2005.

12 **16. Recharge and Recharge Water (qqq)**

13 The last sentence of this definition sets forth a rule of construction.

14 **17. Salt Credits (www)**

15 This definition does not indicate what the credits would be used against. Is there a
16 description of the debit against which the credit will be used?

17 **18. Transfer (ae)**

18 This definition includes the concept of transfer to “another person or entity for use outside
19 the Basin in conformance with the Judgment . . .” Judgment provisions in Exhibit “H”, Paragraph
20 7(b) recognize the historical export of water for use outside the Chino Basin, and contain assessment
21 provisions related to the replenishment obligation for such exported water. The production
22 contemplated in that subsection of the Judgment was production by an appropriator. Such continued
23 use outside the basin by appropriators is contemplated by that Judgment provision. (Appurtenancy
24 requirements constrain the overlying pools.) The Judgment also provides at Exhibit “H”, Paragraph
25 13, however, for assignment, transfer, and lease of an appropriative right, and limits assignment and
26 lease to “another appropriator.” The Court has not had occasion to interpret the language of that
27 Paragraph 13 to determine whether that limitation also applies to transfers. Nonetheless, any
28 assignment, transfer, or lease of an appropriative right is not to be approved by Watermaster “. . . for

1 exercise in an area or under conditions where such production would be contrary to sound Basin
2 management or detrimental to the rights or operations of other producers.” (Judgement, Exhibit “H”,
3 ¶ 13.) It would perhaps be helpful to add to the definition of “Transfer” in the New Rules that the
4 use outside of the basin contemplated by the definition is use of water as part of a storage and
5 recovery program. There would, with that type of revision, not be export to “another person or entity
6 for use outside the Basin” unless that export were part of a storage and recovery program. This
7 change would make this definition consistent with other provisions of the New Rules which refer
8 to exports only in the context of storage and recovery programs.

9 **19. Paragraph 1.5, Amendment of Rules**

10 The New Rules do not require Court approval for rule amendments. This is consistent with
11 Judgment Paragraph 18, but it seems appropriate for Watermaster to regularly report to the Court
12 any revisions or additions to the New Rules. The question has arisen as to how to deal with changes
13 to the New Rules (including Appendix 1 forms or Appendix 2 accounting schedules, discussed
14 below). It would seem logical and appropriate to require Watermaster to include any revised rules
15 and regulations, including any revised or new forms or revised or new schedules affecting
16 Appendices 1 and 2, and any documentation for the accounting schedules, in the next subsequent
17 Annual Report. A reporting process would be helpful to ensure that an up-to-date compilation of
18 the New Rules would be maintained, and that the Court would be apprised at least annually of the
19 most current version of the New Rules.

20 There are certain schedules that may in the future be included in the accounting package. For
21 example, at some point “salt credits” would be accrued and Watermaster would have to account for
22 those credits. It may not be necessary at this time to develop a form for that purpose, but it will be
23 at some point. Similarly, provisions for assessment of losses are postponed until 2005. It may be
24 appropriate to include either a footnote or a column for assessment of losses in the accounting
25 schedules to be developed, or Watermaster may decide to wait and revise the forms to include that
26 information beginning in 2005. In any event, at such time Watermaster decides to amend or add
27 forms or schedules, they should be made available to the Court in the normal course of events, which
28 could be through inclusion in the Annual Report.

1 **20. Paragraph 1.6, Repeal of All Existing Rules and Regulations**

2 This paragraph should reflect that the existing rules for the Pool Committees and Advisory
3 Committee will continue to be in effect. At the workshop on March 8, the parties clarified that the
4 intention is that the New Rules will replace the existing "Chino Basin Watermaster Rules and
5 Regulations" and "Chino Basin Watermaster Uniform Groundwater Rules and Regulations." The
6 existing rules governing the Pool and Advisory Committees— Watermaster Advisory Committee
7 Rules and Regulations, Overlying (Agricultural) Pool Committee Rules and Regulations,
8 Appropriative Pool Committee Rules and Regulations and Overlying (Non-Agricultural) Pool
9 Committee Rules and Regulations—shall remain in effect.

10 **C. Article II — Administration**

11 **1. Effect of New Rules on Pool Committee Rules**

12 Article II should also state that the New Rules apply only to Watermaster and that the Pool
13 and Advisory Committees will continue to be governed by their existing rules of administration.
14 There appears to be at least one discrepancy. Paragraph 2.6(e) of the New Rules provides that the
15 Advisory Committee may hold a confidential session on any matter authorized by its own resolution.
16 This provision appears to conflict with Paragraph 2.06 of the existing Advisory Committee Rules
17 and Regulations, which states that all regular or special meetings shall be open to the public.

18 **2. Watermaster's Duties Pertaining to the Court's Jurisdiction.**

19 The New Rules on Watermaster administration should refer to two Watermaster functions
20 that are essential to the Court's continuing jurisdiction. First, Watermaster is required to maintain
21 a current list of the names of active parties and their addresses, for purposes of service. Watermaster
22 also is required to maintain a current list of the names and addresses of all parties to the Judgment.
23 (Judgment, ¶ 58.) Second, to aid the Court in processing interventions after the Judgment
24 (Judgment, ¶ 60), Watermaster is authorized to accept petitions in intervention and accumulate them
25 for filing with the Court from time to time. (Order re Intervention Procedures, dated July 14, 1978.)

26 **3. Annual Report**

27 Paragraph 2.21 requires Watermaster to file by January 31 of each year its Annual Report.
28 This paragraph should clarify that the report covers the prior fiscal year (which would end on the

1 prior June 30). Mr. Scalmanini has expressed concern that requiring a “state of the basin” report by
2 January 31, which covers a prior fiscal year, is not optimal timing for preparing such an analysis;
3 it would, for example, split the irrigation season in half. It may be appropriate to separate the “state
4 of the basin” component of the Annual Report and require that the “state of the basin” component
5 be included only every two years and made a separate engineering appendix to the Annual Report.
6 The Court has ordered Watermaster to provide relatively frequent reports on the status of the OBMP
7 implementation work (the first of which is due March 31, 2001). Those reports and other detailed
8 engineering work might better be compiled in a biannual engineering “state of the basin” appendix
9 to the Annual Report.

10 **D. Article III — Monitoring**

11 **1. General Comments**

12 Mr. Scalmanini expressed an important concern about this article. The title of the article is
13 “Monitoring,” yet the text is limited to monitoring of water production. Implementation of the
14 OBMP and ongoing Judgment requirements encompass more than production monitoring. For
15 example, water level measurements, water quality sampling and analyses, and subsidence
16 measurements are to be made. The New Rules should reflect the far more extensive nature of the
17 monitoring and analysis Watermaster is required to undertake.

18 **2. Paragraph 3.1(c)(ii)**

19 This section provides for meter installation within 48 months of the date of execution (which
20 would appear to be August 1, 2000). The original Peace Agreement requirement is for meter
21 installation in 36 months. This provision should be revised to require installation within that 36
22 months. It is not clear that extensive work has been done yet on installation of meters or water level
23 monitoring, but a report on the status of that work should be provided in the March 31, 2001, OBMP
24 status report.

25 **3. Paragraph 3.2, Reporting by Producers**

26 The provisions in this paragraph do not apply to “minimal producers.” If such producers are
27 not required to report any information to Watermaster, should this provision indicate how Water-
28 master estimates this production?

1 **E. Article IV — Assessments, Reimbursements and Credits**

2 **1. Assessment Procedures**

3 Paragraph 4.4(d) provides that “Watermaster may bring suit in a court having jurisdiction
4 against any producer for the collection of any delinquent assessments and interest thereon. The
5 Court, in addition to any delinquent assessments, may award interest and reasonable costs including
6 attorney’s fees.” This suggests that a separate civil action will be filed for each delinquency.
7 However, the Judgment provides for a more efficient approach at Paragraph 55(c). A “show cause”
8 proceeding within the adjudication may be initiated by Watermaster. The Judgment further provides
9 for an award of interest and reasonable costs of collection, including attorney’s fees. There is
10 precedent for this type of show- cause proceeding to be conducted within the adjudication instead
11 of in a separate action: In October 1983, Watermaster initiated a successful show-cause proceeding
12 by filing an Order to Show Cause re Contempt against several parties who had failed to install
13 meters as required in Paragraph 21 of the Judgment.

14 **2. Paragraph 4.1(f)**

15 This paragraph includes a parenthetical statement in the reference to the Peace Agreement
16 which appears out of place.

17 **3. Paragraph 4.5(c)(ii)**

18 This paragraph is a rule of construction.

19 **4. Paragraph 4.5(d)**

20 This appears to be a statement of purpose which also would appear not to be properly
21 included in the New Rules.

22 **5. Paragraph 4.10, Salt Credits**

23 This paragraph provides that there will have to be new rules or procedures established in the
24 future by Watermaster to provide for the allocation and assignment of salt credits. The implication
25 is that Watermaster will add to these New Rules, but is it possible that salt credit rules might instead
26 be part of the appropriative pool rules?

27 ****

28 ****

1 **F. Article VI — Safe Yield and Operating Safe Yield**

2 **1. General**

3 Watermaster and the parties to the Peace Agreement have committed to recalculate safe yield
4 by 2010-2011. That commitment should be expressly included in the New Rules.

5 Article VI, as drafted, creates confusion because it is not consistent with the definition of
6 “Annual Production Right” and introduces undefined terms (“provisional Safe Yield” and
7 “provisional increase in Safe Yield”) which are unnecessary and problematic.

8 Although the purpose of these comments is not to suggest specific textual changes, in this
9 case it may be helpful:

- 10 a. Add a provision committing to recalculated safe yield by 2010-2011.
- 11 b. Delete all but the first sentence of Paragraph 6.1.
- 12 c. Add “. . . pending redetermination of Safe Yield by 2010-2011” to the end of the first
13 sentence of Paragraph 6.2.
- 14 d. Reword the third sentence of Paragraph 6.2 as follows: “In order to encourage
15 maximization of Basin Water under the Physical Solution, New Yield shall be
16 accounted for by Watermaster in interim periods between redeterminations of Safe
17 Yield.”
- 18 e. Delete the fourth sentence.
- 19 f. Either delete Paragraph 6.2(f) or redraft to clarify what limitations are being referred
20 to and why.

21 **2. Paragraph 6.3**

22 Paragraph 6.3(c) requires comment. For the most part, the New Rules amalgamate
23 requirements of the Judgment, past Rules and Regulations, and provisions of the Peace Agreement
24 and OBMP. Paragraph 6.3(c) provisions, however, obviously go further and are, in effect, new
25 agreement provisions which probably more appropriately should be incorporated in an amendment
26 to the Peace Agreement. These provisions set forth the current agreement of the parties to the Peace
27 Agreement that the Appropriators will share replenishment water costs until 2005-2006 on a
28 percentage of safe yield basis. These provisions signal, however, that the parties may well negotiate

1 the use of a different basis for apportioning these costs in the future. Most of what is contained in
2 Paragraph 6.3(c) is probably better left out of the New Rules.

3 One related comment is a concern that Mr. Scalmanini has raised many times, namely that
4 there are problems with the definitions in the Judgment, Peace Agreement, and New Rules of
5 "Overdraft" and "Safe Yield." In the work to be done by 2010-2011 to redetermine safe yield, it
6 would be prudent to revisit these definitions and consider revisions. Rather than trying to reconcile
7 concepts such as "long-term average annual" and "cultural conditions of a particular year" which are
8 both in the "Safe Yield" definition, for example, it would be better to develop a more effective
9 definition.

10 **G. Article VII — Recharge**

11 **1. Paragraph 7.1(b)(v)**

12 This subparagraph anticipates using certain reports to modify or update the recharge master
13 plan, but the first of those reports is not due until July 1, 2003. Could this provision cause delay in
14 preparing the recharge master plan that was to be done per Program Element 2 of the OBMP (in 36
15 months after adoption of the OBMP)? Presumably, no delay is intended, and that should be made
16 clear.

17 **2. Paragraph 7.1(b)(xii)**

18 This subparagraph contains the phrase "long-term hydrologic balance"; should this term be
19 a defined term? Further, does the long-term hydrologic balance to be maintained apply to all areas
20 in gross or to each sub-area individually?

21 **3. Paragraph 7.1(c)**

22 The provisions related to the recharge master plan set forth in this paragraph need to be
23 revised. The implication of the paragraph is that the OBMP Implementation Plan Table 1 effectively
24 replaces any future recharge master plan, which is not the intention of the parties. One revision
25 would be to change the phrase "unless and until" to "until," and to perhaps reference OBMP
26 Program Element 2 which delineates what will be included and a schedule for preparation of a
27 recharge master plan in 36 months from the date of the OBMP.

28 ****

1 **H. Article VIII — Storage**

2 **1. Paragraph 8.1(f)(i)**

3 This paragraph provides that a Groundwater Storage Agreement is also required for storage
4 of supplemental water. Paragraph 8.1(f)(iii) would preserve what it characterizes as “pre-existing
5 groundwater storage agreements” even though such agreements would have expired by their terms
6 on or before July 1, 2000. Appendix “H” of the Twenty-Third Annual Report sets forth the status
7 of local groundwater storage accounts and it appears that Watermaster stopped entering into
8 groundwater storage agreements in 1994, except for a single agreement with Monte Vista Water
9 District in 1997. Given the provisions of the New Rules on “preserving” and “extending” pre-
10 existing groundwater storage agreements, it probably can be assumed that most or all of those
11 agreements have terminated by their own terms. Therefore, this subsection effectively resurrects any
12 of those local storage agreements for which water is still in storage, and extends those agreements
13 until July 1, 2005. If this is the case, perhaps the phrase “preserved and extended” is not appropriate,
14 and some other phrase should be used instead which reflects the fact that the storage agreements in
15 question have actually terminated. It should be noted that Judgment Exhibit “H”, Paragraph 12,
16 explicitly provides: “In the event the aggregate carry-over of any appropriator exceeds its share of
17 Operating Safe Yield, such appropriator shall, as a condition of preserving such surplus carry-over,
18 execute a storage agreement with Watermaster.” The New Rules appear to be intended to cure the
19 lack of an effective storage agreement for the parties listed on Appendix “H” of the Twenty-Third
20 Annual Report.

21 **2. Paragraph 8.1(f)(iv)c)**

22 This paragraph addresses the quantification of supplemental water currently held in a local
23 storage account, by May 31, 2001. The second sentence of this subsection provides that any
24 supplemental water not quantified “as such” “shall be conclusively presumed to be Basin Water.”
25 It should be clarified that this “Basin Water” should be covered by a storage agreement for excess
26 carry-over water.

27 **3. Paragraph 8.1(g)(iii)**

28 This paragraph should clarify that the priority is over recharge and recovery programs that

1 include storage for export.

2 **4. Paragraph 8.1(i)**

3 This paragraph on accounting is discussed below with regard to the proposal to add an
4 Appendix 2 on accounting schedules.

5 **5. Paragraph 8.2(a)**

6 It appears that the third sentence should be deleted, and the fourth sentence should begin:
7 “All Producers with a Local Storage Agreement for Supplemental Water . . .” The sentence to be
8 deleted appears to have confused supplemental and excess carry-over water.

9 **6. Paragraphs 8.2(g) and (h)**

10 These paragraphs raise several questions. It is not clear why October 1, 2005, is used rather
11 than the previously referenced date of July 1, 2005. Subsection (g) is confusing, because it appears
12 to apply the 50,000 acre-foot cap to excess carry-over water, when that cap otherwise appears to
13 apply only to certain Supplemental Water. But for these two subsections, the New Rules do not
14 otherwise appear to apply the 50,000 acre-foot cap to any other than certain supplemental water.

15 **7. Paragraph 8.2(j)**

16 This paragraph provides for calculation of losses from local storage. It may need to be
17 clarified that the application of the losses calculation should apply to all water in storage, including
18 basin water, supplemental water, and recharge and recovery program water.

19 **8. Paragraph 8.3(i)**

20 This paragraph provides that any party may seek review of a Watermaster decision to
21 approve a storage and recovery program agreement. The New Rules should clearly provide that
22 Court approval of each storage and recovery program agreement is required.

23 **9. Paragraph 8.3(j)**

24 This paragraph reiterates the point that export of water from the basin is contemplated only
25 as to export of supplemental water under a storage and recovery program. Because the Court must
26 specifically approve each storage and recovery program agreement, the Court will be able to review
27 all issues related to export of water from the basin. The last sentence in subsection (j) sets forth a
28 rule of construction.

1 **I. Article IX — Transfers**

2 **1. Cumulative Impacts of a Transfer**

3 As discussed at the Special Referee's Workshop on March 8, 2001, the New Rules are not
4 entirely clear as to how cumulative impacts of a transfer are to be taken into account. Paragraph
5 9.2(d) indicates that Watermaster must base its decision on a transfer "upon the record after
6 considering potential impacts associated with the individual Transfer alone and without regard to
7 impacts attributable to any other Transfers . . .", yet Paragraph 9.3 provides as well that:
8 "Watermaster shall also consider the cumulative impacts of Transfers generally when carrying out
9 its responsibilities to implement the OBMP and Recharge and Monitoring Programs . . ." These
10 provisions, together, appear to indicate that Watermaster might consider cumulative impacts of
11 proposed transfers only in the context of recharge and monitoring programs, and not in the context
12 of evaluation of any particular transfer. If the intention of the parties is to avoid placing the burden
13 on any single transferring party of addressing the cumulative impacts of transfers, that is one thing.
14 It is quite another thing, however, to suggest that Watermaster can approve a transfer at any time
15 without itself first assessing the cumulative impacts of transfers. These sections should be revised
16 if the intention of the parties is to limit the burden to be placed on transferring parties of addressing
17 cumulative impacts, rather than to limit the inquiry the Watermaster makes in determining whether
18 to approve a transfer or not.

19 **2. Paragraph 9.6**

20 This paragraph implies, but does not provide, that agricultural use will be reduced to the
21 extent that appropriate pool water is provided under a "voluntary agreement." "Historical
22 maximum" is not defined.

23 **J. Article X — Applications, Contests and Complaints**

24 **1. Paragraph 10.6**

25 This paragraph describes "Qualifying Storage Agreements" (which, as noted earlier, should
26 be a separately defined term). As also discussed above, the Judgment requires at Exhibit "H",
27 Paragraph 12, that excess carry-over water must be stored only pursuant to a storage agreement.
28 This paragraph 10.6 "deems" any such existing storage to be approved by Watermaster, but does not

1 provide that storage agreements be executed. The provisions related to local storage agreements for
2 supplemental water, however, do indicate that Watermaster must actually approve an agreement.
3 Rather than simply "deem" approval to have been granted to store excess carry-over water, the
4 Judgment requires that agreements actually be in place. Paragraph 10.6 should be redrafted to clarify
5 that Watermaster must enter into agreements for excess carry-over water until July 1, 2005, and for
6 up to 50,000 acre feet of supplemental water over and above those amounts quantified by May 31,
7 2000. As noted, above, Paragraphs 8.1(e) and (f) indicate that excess carry-over water and
8 supplemental water storage must both be pursuant to local storage agreements.

9 **2. Paragraph 10.10**

10 This is an important provision, since it sets forth the requirement that Watermaster provide
11 a written summary and analysis of pending applications of all types. It may be helpful to clarify that
12 this written summary and analysis will include analysis of potential cumulative impacts (as
13 discussed, above, with regard to Paragraphs 9.2 and 9.3).

14 **3. Paragraph 10.25(d)**

15 This paragraph is also a very important section. It requires that action on a complaint must
16 be based on substantial evidence in the record and any action must be made in a manner consistent
17 with the Judgment, the Peace Agreement, and the New Rules. The subsection was drafted, however,
18 in a way which implies that "Watermaster's determination" is somehow a combined determination
19 of the Advisory Committee and the Watermaster Board. Assuming that that was not intended, the
20 subsection should be redrafted to avoid that implication.

21 **K. Appendix 1 Forms**

22 The Special Referee's "Report and Recommendation Concerning Motion to Extend Nine-
23 Member Board" (September 28, 2000) noted that the Court's January 5, 1979, "Order Approving
24 the Uniform Local Storage Agreement; Amplifying and Clarifying Procedures under Paragraph 28
25 of the Judgment; Approving a Cyclic Storage Agreement" adopted a standard form Local Storage
26 Agreement and approved that form for use by the Watermaster without further Court approval and
27 noted that Court approval must be obtained for each groundwater storage agreement for cyclic and/or
28 conjunctive use before such an agreement would become effective. The concept that the Court

1 would approve a form of agreement for the various storage agreements that Watermaster would enter
2 into, without requiring separate Court approval of each agreement actually entered into, continues
3 to be a logical and appropriate approach to storage agreements other than large-scale "storage and
4 recovery programs." As for those larger programs, it also continues to be logical and appropriate
5 to require each agreement with Watermaster to be brought before the Court for approval, given the
6 magnitude of the projects involved and the potential effects on the basin as a whole.

7 A draft set of forms that would comprise Appendix 1 were provided for my review. These
8 forms have not been approved by Watermaster and are not part of the New Rules. These forms serve
9 several purposes. They are a vehicle for providing necessary information to Watermaster and they
10 help to clarify the meaning and intent of the New Rules and the Peace Agreement.

11 In crafting a new set of Appendix 1 forms, care must be taken to reconcile the complex
12 provisions of the New Rules with the required information on the forms. Attention must be paid to
13 consistent use of defined terms, and new terminology should not be introduced in the forms
14 themselves. For example, the forms should provide for (and incidently help clarify) the New Rules'
15 provisions that differentiate between basin water (unproduced carryover water that does not require
16 a storage agreement and excess carryover water which requires a new storage agreement after July
17 1, 2005) and supplemental water (stored before July 1, 2000, and quantified as of May 31, 2001, and
18 stored after July 1, 2000, and subject to the 50,000 acre-foot cap limitation or Watermaster
19 approval).

20 Of special concern are the recharge and recovery programs. A form is included for
21 application for a storage and recovery program, which raises a question of how the Watermaster will
22 be proceeding to entertain or seek proposals to develop storage and recovery programs and obtain
23 Court approval for each agreement. It would appear that the application should set forth the much
24 more extensive requirements applicable to a large-scale program, and would disclose the explicit
25 Court approval requirement.

26 **L. Appendix 2 Accounting Schedules**

27 The New Rules contain numerous references to accounting, including a general provision
28 set forth at Paragraph 8.1(i), which is identical to Judgment Paragraph 29. That section could be

1 expanded or a new section added to reference accounting schedules and tabulated account
2 information already prepared by Watermaster on a regular basis.

3 Watermaster provides detailed information in tabular form in both the Annual Report and
4 in semiannual reports referred to as "assessment packages." Upon detailed review of both the
5 schedules and tables in the recent Annual Reports and assessment packages, it appears that an
6 accounting provision in the New Rules would appropriately reference those sources, and provide that
7 Watermaster shall provide regular accounting of groundwater production, recharge, storage, and
8 related activities in the format in the sample forms and schedules that would be attached to the New
9 Rules as Appendix 2. Appendix 2 would include the most recent tables from the most recent Annual
10 Report and the most recent "assessment package." The forms and schedules to be included in the
11 initial Appendix 2 would be the most current assessment package and certain appendices from the
12 Twenty-Third Annual Report (Appendices B and E through I). (There is currently no approved
13 "documentation" describing the accounting schedules; at such time as documentation is available,
14 it should also be filed with the Court as part of the Annual Report.)


15 Revisions will have to be made to the assessment package to conform the terminology in the
16 assessment package to the terminology in the New Rules, and to expand the schedules as necessary
17 to include all of the various types of storage, for example. When revised, they should also be filed
18 with the Court as part of the Annual Report.

19 III.

20 CONCLUSION AND RECOMMENDATION

21 Work on the revised rules and regulations is nearly complete. With minor changes and
22 additions, the New Rules will address all Watermaster functions necessary for the operation of the
23 basin and implementation of the OBMP. The parties need to have an approved set of operating rules
24 with which to implement the OBMP as ordered by the Court. Therefore, if the changes and
25 clarifications discussed here are addressed, I would recommend the revised rules be approved.

26 Dated: March 19, 2001

27 
28 Anne J. Schneider, Special Referee

ELLISON, SCHNEIDER & HARRIS L.L.P

CHRISTOPHER T. ELLISON
ANNE J. SCHNEIDER
JEFFERY D. HARRIS
DOUGLAS K. KERNER, OF COUNSEL
MARGARET G. LEAVITT, OF COUNSEL

ATTORNEYS AT LAW
2015 H STREET
SACRAMENTO, CALIFORNIA 95814-3109
TELEPHONE (916) 447-2166 FAX (916) 447-3512

LYNN M. HAUG
BARBARA A. BRENNER
ROBERT E. DONLAN
ANDREW B. BROWN
CHRISTOPHER M. SANDERS
GREGORY L. MAXIM

March 19, 2001

San Bernardino County Superior Court, Department 8
8303 N. Haven Ave.
Rancho Cucamonga, CA 91730
Attn: Susan King, Courtroom Clerk

Re: Chino Basin Municipal Water District v. The City of Chino
Case Number: RCV 51010

Dear Ms. King:

Enclosed is the Special Referee's Report on Workshop and Comments Regarding Watermaster's Revised Rules and Regulations. One copy of the report is to be filed with the Court. The other copy is to be delivered to the Honorable J. Michael Gunn.

Under separate cover a copy of the report is being sent to Traci Stewart, Chief of Watermaster Services, with a request that copies of the report be sent to all parties, persons and entities included on Watermaster's service list. Ms. Stewart will also be asked to file a proof of service with the Court.

Thank you for your assistance. If you have any questions, please call Ron O'Connor at (916) 447-2166.

Yours very truly,



Anne J. Schneider
Special Referee

AJS:rko
enc.

cc: Traci Stewart
Scott Slater
Joe Scalmanini
Judith Schurr

CHINO BASIN WATERMASTER

Case No. RCV 51010

Chino Basin Municipal Water District v. The City of Chino

PROOF OF SERVICE

FILED - West District
San Bernardino County Clerk

MAR 20 2001

By *Susan King* Deputy

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 March 20, 2001, I served the document identified below

- 1) **SPECIAL REFEREE'S REPORT ON WORKSHOP AND COMMENTS REGARDING WATERMASTER'S REVISED RULES AND REGULATIONS for Hearing on April 19, 2001 at 2:00 p.m. Department 8. 8.**

by placing a true copy of same in sealed envelopes for delivery by United States Postal Service mail at Rancho Cucamonga, California, to each of the addresses shown on the 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 March 20, 2001.

Mary L. Stalla
Mary L. Stalla

Attorney Service List Updated 3/20/01

RICHARD ADAMS II
DEPUTY COUNSEL - POMONA
ALVAREZ-GLASMAN & CLOVEN
505 S GAREY AVE
POMONA CA 91766

DAVID B. ANDERSON
DEPARTMENT OF WATER RESOURCES
1416 NINTH ST
P.O. BOX 94236
SACRAMENTO CA 94236-0001

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

THOMAS S. BUNN III
LAGERLOF SENEAL BRADLEY
GOSNEY & KRUSE
301 N LAKE AVE 10TH FL
PASADENA CA 91101-4108

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

JEAN CIHIGOYENETCHE
GENERAL COUNSEL-IEUA
CIHIGOYENETCHE GROSSBERG &
CLOUSE
3602 INLAND EMPIRE BLVD STE C315
ONTARIO CA 91764

ROBERT DOUGHERTY
GENERAL COUNSEL-ONTARIO
COVINGTON & CROWE
P O BOX 1515
ONTARIO CA 91762

JIM ERICKSON
LAW OFFICES OF JIMMY GUTIERREZ
EL CENTRAL REAL PLAZA
12616 CENTRAL AVE
CHINO CA 91710

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

ERIC GARNER
BEST BEST & KRIEGER LLP
P O BOX 1028
RIVERSIDE CA 92502-1028

JIMMY GUTIERREZ
ATTORNEY-CITY OF CHINO
EL CENTRAL REAL PLAZA
12616 CENTRAL AVE
CHINO CA 91710

SHARON JOYCE
LEGAL COUNSEL - STATE OF CA - CDC
1515 S STREET ROOM 125
SACRAMENTO, CA 95814

STEVEN KENNEDY
GENERAL COUNSEL-TVMWD
BRUNICK ALVAREZ & BATTERSBY
P O BOX 6425
SAN BERNARDINO CA 92412

ARTHUR KIDMAN
ATTORNEY-MVWD
MC CORMICK KIDMAN & BEHRENS
695 TOWN CENTER DR STE 400
COSTA MESA CA 92626

MARILYN LEVIN
STATE OF CALIFORNIA
OFFICE OF THE ATTORNEY GENERAL
300 S SPRING ST 11TH FL N TOWER
LOS ANGELES CA 90013-1232

JAMES L MARKMAN
RICHARDS WATSON & GERSHON
P O BOX 1059
BREA CA 92622-1059

DAN MC KINNEY
SPECIAL COUNSEL-AG POOL
REID & HELLYER
P O BOX 1300
RIVERSIDE CA 92502-1300

THOMAS H MC PETERS
MC PETERS MC ALEARNEY SHIMFF &
HATT
P O BOX 2084
REDLANDS CA 92373

JAMES P MORRIS
BEST BEST & KRIEGER LLP
P O BOX 1028
RIVERSIDE CA 92502-1028

JARLATH OLAY
DEPUTY GENERAL COUNSEL MWD
700 N ALAMEDA ST
LOS ANGELES CA 90012

TIMOTHY J RYAN
SAN GABRIEL VALLEY WATER
COMPANY
P O BOX 6010
EL MONTE CA 91734

JOHN SCHATZ
COUNSEL-JCSD
P O BOX 7775
LAGUNA NIGUEL CA 92607-7775

ANNE J SCHNEIDER
ELLISON & SCHNEIDER
2015 H ST
SACRAMENTO CA 95814-3109

JESS SENEAL
LAGERLOF SENEAL BRADLEY
GOSNEY & KRUSE
301 N LAKE AVE 10TH FL
PASADENA CA 91101-4108

GERALYN SKAPIK ATTORNEY
CITY OF CHINO HILLS
BURKE WILLIAMS & SORENSON
611 W 6TH ST STE 2500
LOS ANGELES CA 90071-1469

SCOTT SLATER
HATCH & PARENT
21 E CARRILLO ST
SANTA BARBARA CA 93101-2782

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

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

ANNE T THOMAS
BEST BEST & KRIEGER LLP
P O BOX 1028
RIVERSIDE CA 92502-1028

SUSAN TRAGER
LAW OFFICES OF SUSAN M TRAGER
2100 SE MAIN ST STE 104
IRVINE CA 92614-6238

AAA AA
MAILING LIST 1
UPDATED 1/21/01

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

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

DAVE ARGO
BLACK & VEATCH
6 VENTURE STE 315
IRVINE CA 92618-3317

DAN ARRIGHI
SAN GABRIEL VALLEY WATER CO
P.O. BOX 6010
EL MONTE CA 91734-2010

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

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

VIC BARRION
RELIANT ENERGY ETIWANDA
8996 ETIWANDA AVE
ETIWANDA CA 91739

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

BILL BENNETT
VULCAN MATERIALS COMPANY
P.O. BOX 39756
LOS ANGELES CA 90039

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

JOHN BEZZANT
CCG ONTARIO, LLC
3990 WESTERLY PLACE STE 200
NEWPORT BEACH CA 92660

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

MICHAEL BOCCADORO
THE DOLPHIN GROUP
925 L ST STE 800
SACRAMENTO CA 95814

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

FRANK BROMMENSCHENKEL
134 DAVIS ST
SANTA PAULA CA 93060

JIM BRYSON
FONTANA WATER COMPANY
P.O. BOX 987
FONTANA CA 92334-0987

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
RCHO CUCA CA 91729-0697

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

DAVID COOPER
SUNKIST GROWERS INC
760 E SUNKIST ST
ONTARIO CA 91761

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
CBWM BD MEMBER (TVMWD)
146 E COLLEGE ST
COVINA CA 91723

ROBERT DEBERARD
CHAIRMAN-AG POOL
1886 UKIAH WAY
UPLAND CA 91784

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
IUEA
P.O. BOX 697
RANCHO CUCAMONGA CA 91730

GLENN DUNCAN
CHINO, CITY OF
P.O. BOX 667
CHINO CA 91708-0667

GLEN DURRINGTON
5512 FRANCIS ST
CHINO CA 91710

DICK DYKSTRA
10129 SCHAEFER
ONTARIO CA 91761-7973

MOHAMED EL AMAMY
CITY OF ONTARIO
1425 S BON VIEW
ONTARIO CA 91761-4406

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

RALPH FRANK
755 LAKEFIELD RD #E
WESTLAKE VILLAGE CA 91361

COLE FRATES
AZURIX
5657 WILSHIRE BLVD STE 330
LOS ANGELES CA 90036

CARL FREEMAN
L. D. KING
2151 CONVENTION CENTRE WAY
ONTARIO CA 91764

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

LISA HAMILTON
GE/MGR ENV REMEDIATION PRGM
640 FREEDOM BUSINESS CTR
KING OF PRUSSIA PA 19406

PATSY HAMILTON
STATE OF CALIFORNIA, CIW
P.O. BOX 6000
CORONA CA 91718

DONALD HARRIGER
CBWM BD/ALTERNATE (WMWD)
P.O. BOX 5286
RIVERSIDE CA 92517-5286

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

PAUL HOFER
CBWM BOARD
11248 S TURNER AVE
ONTARIO CA 91761

ANNESLEY IGNATIUS
COUNTY OF SAN BERNARDINO FCD
825 E 3RD ST
SAN BERNARDINO CA 92415-0835

JOHN WILLIAM INGRAHAM
CNTY OF SAN BERNARDINO
7000 MERRILL AVE BOX 1
CHINO CA 91710-9027

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

ROB KETTLE
STATE OF CALIFORNIA, CIW
P.O. BOX 6000
CORONA CA 91718

PATRICK KING
CONSULTANT TO SENATOR NELL SOTO
822 N EUCLID AVE
ONTARIO CA 91762

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

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

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

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

RONALD LA BRUCHERIE
12953 S BAKER AVE
ONTARIO CA 91761-7903

FRED LANTZ
CBWM BD/ALTERNATE (TVMWD)
P.O. BOX 2701
POMONA CA 91769

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
CBWM BD MEMBER/FWC
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

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

ROBERT NICHOLSON
SAN GABRIEL VALLEY WC
P.O. BOX 6010
EL MONTE CA 91734-2010

DANA OLDENKAMP
MILK PRODUCERS COUNCIL
3214 CENTURION PL
ONTARIO CA 91761

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

STAN OWENS
STATE OF CA CIM
P.O. BOX 128
CHINO CA 91710

MARY PARENTE
8559 EDISON AVE
CHINO CA 91710-9242

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

JEFF PIERSON
2 HEXAM ST
IRVINE CA 92612

ROBB QUINCEY
CITY OF HESPERIA
15776 MAIN ST
HESPERIA CA 92345

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

LES RICHTER
CALIFORNIA SPEEDWAY
P.O. BOX 9300
FONTANA CA 92334-9300

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

WAYNE SALMI
PRAXAIR
5705 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

DONALD SCHROEDER
CBWM BOARD
3700 MINTERN
RIVERSIDE CA 92509

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

KYLE SNAY
SOUTHERN CA WATER CO
401 S SAN DIMAS CANYON RD
SAN DIMAS CA 91773

NELL SOTO
STATE CAPITOL
ROOM NO 4066
SACRAMENTO CA 95814

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

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

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

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

MANAGER
THREE VALLEYS M W D
1021 E MIRAMAR AVE
CLAREMONT CA 91711-2052

GEOFFREY VANDEN HEUVEL
CBWM BOARD
7551 KIMBALL AVE
CHINO CA 91710

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

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