

FEE EXEMPT

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO - RANCHO CUCAMONGA DIVISION
10

11 CHINO BASIN MUNICIPAL WATER DISTRICT,)
12 Plaintiff,)
13 v.)
14 THE CITY OF CHINO,)
15 Defendants.)

CASE NO. RCV 51010

Judge: Honorable J. MICHAEL GUNN
16 MOTION TO APPROVE CHINO
17 BASIN WATERMASTER RULES
18 AND REGULATIONS; APPROVE
19 POST-ORDER MEMORANDUM;
20 APPROVE INTERVENTION;
21 RECEIVE AND FILE 23RD
22 ANNUAL REPORT

Date: April 19, 2001
Time: 2:00
Dept: R8

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23 I.

24 INTRODUCTION

25 In June of last year, the parties to the Judgment negotiated a Peace Agreement that resolved
26 many long-standing issues that were inhibiting the finalization of the Chino Basin Optimum Basin
27 Management Program ("OBMP"). This Peace Agreement and the OBMP Implementation Plan were
28 submitted to the Court which ordered Watermaster to proceed in accordance with the Peace
Agreement.

1 Certain compromises negotiated in the Peace Agreement necessitated that minor changes be
2 made to the Judgment. Accordingly, on September 28, 2000, the Court heard arguments concerning
3 a Motion to Amend the Judgment. The Court granted this motion, but had further questions
4 concerning the Peace Agreement that had not yet been addressed by the parties. The parties agreed
5 to resolve many of these issues through the submittal of a Post-Order Memorandum, and to resolve
6 others through a revision of the Rules and Regulations for the Chino Basin.

7 The Court scheduled a hearing at which it was to approve the Post-Order Memorandum and
8 the revisions to the Rules and Regulations. The Court also requested the Watermaster General
9 Counsel to provide a report at this hearing on the status of Western Municipal Water District's
10 recission of its conditional execution of the Peace Agreement. Two other matters to be addressed at
11 the hearing were the Court approval of an intervention, and receipt by the Court of Watermaster's
12 23rd Annual Report.

13 This hearing was originally scheduled for February 1, 2001. The hearing was continued until
14 March 8, 2001, with a workshop to occur prior to the hearing in order to present the revised Rules
15 and Regulations to the Special Referee. Scheduling issues necessitated that this workshop be held on
16 March 8, 2001, and so the hearing was again continued until April 19, 2001. On March 20, 2001 the
17 Referee filed a Report on the Workshop and Comments regarding the revised Rules and Regulations.
18 The parties appreciate the efforts made by the Referee and her assistants to provide helpful
19 suggestions in order to make the Rules and Regulations more effective.

20 Unfortunately, the parties were not able to review the Referee's Report in time to incorporate
21 her recommendations into the Rules and Regulations and this Motion. Therefore, the parties
22 anticipate that prior to the hearing scheduled for April 19, 2001 that they will review the Referee's
23 Report and submit further materials to the Court that are properly responsive to the Referee's
24 comments. Consistent with the Referee's Report, this further submittal will allow the Court to
25 unconditionally approve the Rules and Regulations.

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II.

CHINO BASIN WATERMASTER RULES AND REGULATIONS

On February 15, 2001, the Chino Basin Advisory Committee and Board both unanimously approved and adopted a revised Chino Basin Watermaster Rules and Regulations (“Rules”)(attached hereto as Exhibit “A”). These Rules are the product of many hours of deliberation by the Chino Basin parties and have been drafted in order to update the existing rules and regulations and to bring these rules into conformity with the commitments made by the parties in the Peace Agreement. Watermaster now brings these Rules before the Court for its approval. The purpose of this brief is to explain in detail the various provisions of the Rules in order to facilitate the Court’s review. This brief is intended solely as a summary of the Rules in order to facilitate the Court’s review. It is not intended as a definitive statement of the contents of the Rules, nor should the a lack of discussion on some point be interpreted as an indication of priority for some portion of the Rules over another.

As previous briefs to this Court have indicated, the negotiation of the Peace Agreement was a momentous event for groundwater management in the Chino Basin as the various municipalities and other water producing entities in the Basin came to agreement on a set of issues that would allow full implementation of the Optimum Basin Management Program (“OBMP”). As a part of this process, the parties realized the necessity of revising the existing Uniform Groundwater Rules and Regulations (“UGRR”). The parties also saw that there was a confusing array of other rules (eg., the “Watermaster Rules”) and Watermaster Resolutions that had accumulated over the years and which made it difficult for persons outside the Basin to gain a clear understanding of the manner in which the Chino Basin is managed. The parties in the Chino Basin wish to initiate a regional Storage and Recovery Program¹ in order to put the assets of the Basin to the maximum possible use for the benefit of the Basin as a whole, and the lack of clarity to outside persons concerning Basin management parameters served only to diminish the attractiveness of the Chino Basin as a Groundwater storage site.

¹ Certain terms are specially defined in the Rules and are therefore capitalized throughout the Rules. In order to maintain consistency such terms will be capitalized in this Motion as in the Rules.

1 The parties thus set to work revising and clarifying the procedures by which management
2 of the Basin occurs. The revised Rules cover an array of subjects including Watermaster
3 administration, monitoring, assessments, reimbursements and credits, management of Safe Yield
4 and Operating Safe Yield, Recharge, storage, and Transfers. They also create a transparent
5 process by which Watermaster will make decisions on Applications, Contests and Complaints
6 regarding all of these subjects.

7 **A. ARTICLE I – GENERAL PROVISIONS**

8 Article I contains the definitions to be used in the Rules and Regulations. [Rules § 1.1.] By
9 far the longest single section in the Rules, the definitions section incorporates the definitions of
10 both the Judgment and the Peace Agreement. In so doing it eliminates any questions about
11 inconsistencies between the definitions from these two sources. Citations to both the Peace
12 Agreement and the Judgment are provided in this section, as well as throughout the Rules, in
13 order to more easily cross reference the coverage of these issues by the different sources.

14 In this regard the Rules also create a hierarchy of interpretive preference such that, in the
15 event of conflict, the Peace Agreement and the Judgment will be given preference over the Rules,
16 and in the event of conflict between the Peace Agreement and the Judgment, the Judgment shall
17 prevail. [Rules § 1.3.] Wherever possible, however, the Rules should be interpreted in such a way
18 that they are consistent with both the Peace Agreement and the Judgment. In the same sense, the
19 Rules are not to be used as evidence to argue for or against the powers of Watermaster under the
20 Judgment. For example, the Rules shall not be used to interpret the nature of the relationship
21 between the Board and the Advisory Committee under the Judgment [Rules § 1.4], nor shall the
22 fact that Watermaster may extend a credit or reimbursement to a party who Watermaster compels
23 to shut-down and/or move a well be used to construe Watermaster’s authority to so compel such
24 actions. [Rules § 4.5(c)(ii).]

25 Finally, Article I specifies that both the existing Watermaster Rules and Regulations, as
26 well as the UGRR, shall be repealed upon the adoption of the revised Rules. This means that even
27 if the term of the Peace Agreement is not extended at the end of its first 30 year term, or if it is
28 not extended at some later date, many of the commitments made in the Peace Agreement will

1 continue unless Watermaster either reinstates by affirmative act the UGRR and the existing
2 Watermaster Rules and Regulations, or drafts new rules.

3 **B. ARTICLE II – ADMINISTRATION**

4 This Article derives most of its provisions directly from the Judgment, governing the
5 manner in which Watermaster shall operate administratively and governing the conduct of
6 meetings of the Watermaster Board. The Article does not, however, merely reiterate the
7 Judgment, and two provisions in particular provide clarity and guidance on the issues of
8 confidential sessions and conflicts of interest.

9 In the past, confidential sessions of the Watermaster Board have been governed by
10 Watermaster Resolution 99-03. The Rules respect this existing policy and thus acknowledge that
11 both the Board and the Advisory Committee may hold confidential sessions. However, the Rules
12 limit the circumstances under which the Board may hold such a session.

13 In order to hold a confidential session the Board must provide notice, and the chairs of the
14 three Pools must be present at the confidential session. [Rules § 2.6(a).] Furthermore, the subject
15 matter of a confidential session is limited to (1) the discussion of pending or threatened litigation
16 involving Watermaster, or (2) to personnel matters of Watermaster involving individual
17 employees or (3) contract negotiations involving Watermaster. [Rules § 2.6(a)(i-iii).] Minutes will
18 not be taken at the confidential session, but a confidential report shall be provided at the next
19 regular Board meeting that describes the attendance at the session and any decisions that were
20 made at the session. [Rules § 2.6(d).] In this way the ability of the Board to hold confidential
21 sessions is preserved, while the subject matter of such confidential sessions is limited to only those
22 very few subjects that truly require a confidential session. In addition, the attendance at the
23 confidential session and the subsequent reporting on action taken at the meeting will ensure that
24 the actions of the Board remain transparent to the other participants in the Watermaster process.

25 The Advisory Committee is not as limited in its ability to hold confidential sessions and
26 may by resolution set the conditions under which it may hold such sessions. [Rules § 2.6(e).] The
27 Advisory Committee is allowed greater latitude to hold confidential sessions because there is
28 much broader party representation on the Advisory Committee and because Advisory Committee

1 actions are generally subject to review by the Board. The resolution authorizing a confidential
2 session can pertain to specific confidential sessions, or it may be more general and establish in
3 advance the parameters for confidential sessions generally.

4 Regarding conflict of interest, the Rules recognize that Watermaster is an interest-based
5 governing structure which operates according to an inclusive process of self-government, where
6 the various interests involved will, from time to time, necessarily be called upon to make decisions
7 which will directly affect the interest represented by individual Board and Advisory Committee
8 members. Despite this, the Rules also recognize that there are situations where it is appropriate
9 for individual participants to abstain from voting on particular matters. These particular matters
10 are limited to cases where a conflict of interest exists.

11 The Rules establish a two-pronged test for determining whether a conflict of interest
12 exists. A conflict of interest exists where a member of the Board or Advisory Committee (1) has a
13 direct personal and financial interest in the decision to be voted on that is (2) different from any
14 other person. [Rules 2.10(b).] That is, it is recognized that representatives from the Agricultural
15 or Non-Agricultural Pool will often have a direct personal and financial interest in the outcome of
16 a decision that affects their Pool, since in many instances the representatives have direct personal
17 and financial ties to the business that will be affected by a decision. But, according to the Rules,
18 there will be no conflict of interest in such a situation. A conflict only exists where this direct
19 personal and financial interest is experienced only by the person making the decision. For
20 example, a conflict would exist where the decision to be made involves awarding a credit or a
21 reimbursement to a business owned by the Advisory Committee or Board member. Likewise,
22 even where the outcome of the decision will affect only a specific interest on the Advisory
23 Committee or Board, there will be no conflict of interest for the individual person representing
24 that interest on the Advisory Committee or Board unless the decision will also effect a direct
25 personal and financial interest of that person.

26 Since a conflict of interest is based on the affect to the individual, provision is made
27 whereby another individual representing the same interest can vote on the matter instead of the
28 individual with the conflict. [Rules § 2.10(b).]

1 **C. ARTICLE III – MONITORING**

2 The monitoring sections of the Rules confirm the existing commitments with regard to
3 monitoring found in the Judgment and the Peace Agreement. The Article covers issues relating to
4 the installation and maintenance of meters, and describes the relative obligations of the parties
5 regarding the costs of such installation and maintenance.

6 As part of its metering program under the OBMP Implementation Plan, Watermaster will
7 install meters on Agricultural Pool wells. Watermaster will provide these meters and will cover
8 the cost of any installation, maintenance, inspection, testing, calibrating, and repairing. [Rules §
9 3.1(c)(ii).] Every Producer in the Basin except minimal producers will provide Watermaster with
10 quarterly reports of their Production. [Rules § 3.2.] Minimal Producers shall file such reports on
11 an annual basis. [Rules § 3.2.]

12 **D. ARTICLE IV – ASSESSMENTS, REIMBURSEMENTS AND CREDITS**

13 Article IV specifies how the various Watermaster expenses will be apportioned among the
14 parties. The Rules also now formalize Watermaster’s ability to adjust these assessments where
15 subsequent information reveals, for one reason or another, that the original allocation of costs was
16 inaccurate. [Rules § 4.4.] Assessment adjustments may also be necessary when reimbursements or
17 credits are granted or denied by Watermaster.

18 The Rules provide detail to the agreement reached in the Peace Agreement whereby a
19 party can apply to Watermaster for a reimbursement or a credit against OBMP assessments.
20 [Rules § 4.5.] Parties may apply to Watermaster in order to receive reimbursements or credits
21 for capital and operations and maintenance expenses for *new* projects or programs that carry out
22 the purposes of the OBMP. [Rules § 4.5(b).] The availability of such reimbursements and credits
23 will eliminate the inequities that would result if individual parties undertake efforts that have
24 broad benefits to the Basin and further the purposes of the OBMP, but for which the party is
25 required to bear the full cost which would otherwise be spread amongst the parties if Watermaster
26 were to undertake the project. In order to be eligible for a reimbursement or credit, the party must
27 apply for the reimbursement or credit *prior* to incurring the expense for which the reimbursement
28 or credit is sought. [Rules § 4.5(e).] This will enable Watermaster to coordinate projects that are

1 to be considered a part of the OBMP, and will prevent abuses of the availability of
2 reimbursements and credits.

3 Reimbursement or credits may also be received for the reasonable cost of replacement
4 facilities, plus interest, if Watermaster compels a Producer to shut down and/or move a
5 production facility that was in existence on August 1, 2000. [Rules § 4.5(c).] However, as stated
6 previously, the availability of this reimbursement or credit shall not be used to determine the
7 extent of Watermaster’s authority under the Judgment to so require a Producer to shut down
8 and/or move a Production facility. [Rules § 4.5(c)(ii).]

9 Credits may only be received against OBMP assessments. In addition, where a credit is
10 issued to compensate a Producer for the reasonable cost of replacement Production facilities due
11 to a Watermaster compelled shut down or move, the credit must be fully issued within five years
12 of the Application by the Producer. [Rules § 4.5(c)(i).] This protects Producers from being
13 compelled by Watermaster to incur substantial costs and then being forced to finance these costs
14 over a long period of time.

15 Finally, Article IV creates a new Watermaster committee called the “OBMP Committee.”
16 [Rules § 4.11.] The purpose of this committee is to coordinate fund raising efforts in furtherance
17 of the OBMP. Since there are a plethora of potential state and federal sources of financial
18 assistance for the types of activities contemplated by the OBMP, it will benefit the parties to focus
19 their efforts and insure that applications to such sources are made in a coordinated way and that
20 unnecessary competition between the Chino Basin parties for such funds is avoided.

21 **E. ARTICLE V – PHYSICAL SOLUTION**

22 One of the objectives of the revised Rules is to bring all of the subjects of Watermaster
23 control together in one document so that persons outside the Basin will be able to readily
24 determine the nature of Groundwater management in the Chino Basin. For this reason Article V
25 articulates the standards for Watermaster implementation of the Physical Solution established by
26 the Judgment. There are no new standards in this Article that are not also found in the Judgment.
27
28

1 **F. ARTICLE VI – SAFE YIELD AND OPERATING SAFE YIELD**

2 Article VI sets forth the rules and procedures that are applicable to Watermaster’s
3 regulation, control, and management of Safe Yield and Operating Safe Yield. The Rules clarify
4 the relationship between Safe Yield and Operating Safe Yield through the addition of two new
5 concepts: New Yield and Annual Production Right.

6 The concept of New Yield was developed by the parties during the negotiation of the
7 Peace Agreement in order to account for the fact that implementation of the OBMP will result in
8 an increase in Recharge to the Basin and to account for the fact that the operation of the Desalters
9 may result in a greater inflow to the Basin from the Santa Ana River. This additional water in the
10 Basin was not considered in the original formulation of the Safe Yield of the Basin. When, after a
11 period of years in which data on these additional sources of water can be gathered, the Safe Yield
12 is recalculated, this additional water will be added to the Safe Yield. Until that time, however, the
13 Judgment does not contemplate how to account for this additional water. It must be accounted
14 for, however, otherwise Watermaster runs the risk of allowing waste through rising water. Thus,
15 the parties developed the concept of New Yield and the Rules specify that it shall be counted
16 provisionally as a part of Safe Yield until such time as Safe Yield is recalculated. [Rules § 6.2.]

17 Likewise, the concept of an Annual Production Right emerged in response to the
18 development of new Watermaster accounting procedures that were not contemplated at the time
19 of the Judgment. The Judgment establishes only two categories of water for accounting purposes:
20 Safe Yield and Operating Safe Yield. The Appropriative Pool is allocated the remaining portion of
21 the Safe Yield after the quantified production rights of the Agricultural Pool and the Non-
22 Agricultural Pool are subtracted. [Judgment ¶ 9.] Watermaster may authorize a controlled
23 overdraft of the Basin in an amount of no greater than 10,000 acre-feet annually or 200,000 acre-
24 feet cumulatively. [Judgment Exhibit “I” ¶ 2.]

25 However, this formulation of the amount of water that can be produced by the
26 Appropriative Pool does not take into account the fact that the success of Recharge projects,
27 coupled with implementation of the OBMP and changing land use conditions may produce a
28 situation where it is possible to extract a quantity of water greater than the current Safe Yield of

1 the Basin without causing overdraft or Material Physical Injury to the Basin or any individual. The
2 parties have thus agreed that the Production right of the members of the Appropriative Pool shall
3 be expressed, not in terms of Operating Safe Yield (which is merely the amount of controlled
4 overdraft that is permitted beyond Safe Yield), but in terms of an Annual Production Right, which
5 is the total of all sources of water available for Production by members of the Appropriative Pool.
6 [Rules § 6.1.] The Annual Production Right includes, but is not limited to, Safe Yield, Operating
7 Safe Yield, Early Transfer water, water available from land use conversions, and New Yield.

8 Article VI also clarifies the method whereby the cost of Replenishment Water is allocated.
9 The need for this clarification arose due to the plethora of water accounting procedures, such as
10 land use conversions, which result in an allocation of water that is potentially much different than
11 the allocation based simply on share of Initial Operating Safe Yield. Since it is the allocation of
12 these other sources of water that may, in part, result in a Replenishment Obligation, certain parties
13 felt that it could be inequitable to apportion the cost of Replenishment Water based simply on
14 share of Initial Operating Safe Yield.

15 Thus, for fiscal year 2001-2002 through fiscal year 2005-2006, the cost of Replenishment
16 Water will be borne by the members of the Appropriative Pool in accordance with their
17 proportionate share of Initial Operating Safe Yield. [Rules § 6.3(c)(i).] However, after Fiscal
18 Year 2003-2004, if the sum of the actual Production from the Agricultural Pool, plus 32,800 acre-
19 feet (ie., the Early Transfer), and land use conversions, exceeds 82,800 acre-feet (plus any New
20 Yield not dedicated to Replenishment for the Desalters) by more than 10,000 acre-feet, the
21 members of the Appropriative Pool will reconsider the allocation of Replenishment costs. [Rules §
22 6.3(c)(ii).] Since the parties believe that the distribution of water contemplated by the Peace
23 Agreement and the Rules will not result in a Replenishment Obligation, it is not clear that the
24 issue of the allocation of costs for Replenishment Water is even an issue that requires discussion.
25 The rule thus provides a procedure whereby any party who feels that the allocation of costs for
26 Replenishment Water results in an inequity may reopen the discussion of this issue at a later time
27 when, and if, it becomes necessary.

28

1 **G. ARTICLE VII – RECHARGE**

2 The Rules codify the procedures according to which Watermaster shall evaluate Recharge
3 projects proposed by any party subject to the Judgment, as well as codifying the standards which
4 Watermaster must follow in administering, directing and arranging for Recharge to occur in the
5 Basin.

6 In addition to confirming the best efforts requirements articulated in the Peace Agreement,
7 the Rules require Watermaster to provide a formal evaluation of the long term hydrologic balance
8 within all areas and subareas of the Chino Basin. [Rules § 7.1(b)(iii).] This evaluation will take the
9 form of a written report which must be completed at least by July 1, 2003. [Rules § 7.1(b)(iv).]
10 Thereafter, Watermaster will make periodic written reports on the long term hydrologic balance
11 of the Basin at least once every two years. [Rules § 7.1(b)(iv).] These reports will be considered
12 and used by Watermaster in modifying or updating the Recharge Master Plan. [Rules § 7.1(b)(v).]
13 This evaluation will ensure that the Basin as a whole is managed properly and that each particular
14 subarea of the Basin is also managed properly.

15 The Rules also make one small change to the order of priority for the sources of Desalter
16 Replenishment Water as articulated in § 7.5 of the Peace Agreement. The Rules provide that the
17 first priority source for such Replenishment Water will come from dedications from purchasers of
18 Desalted water of some or all of their Production rights. [Rules § 7.4(a).] Such dedications will
19 result in a reduction of Desalter replenishment assessments. [Rules § 7.4(a).]

20 **H. ARTICLE VIII – STORAGE**

21 The Rules clarify the several different types of storage, and describe the procedures
22 according to which Watermaster shall account for water held in storage. The different categories
23 of storage are: Carry-Over Water, Excess Carry-Over Water, and Supplemental Water stored by
24 either Chino Basin parties or third parties from outside the Basin. Each of these receives different
25 treatment under the Rules according to the nature and terms of the agreement required with
26 Watermaster.

27 Carry-Over Water is treated the same under the Rules as is described in the Judgment.
28 Any member of the Appropriative Pool or the Non-Agricultural Pool who produces less than its

1 Annual Production Right or share of Safe Yield, respectively, may carry such unexercised right
2 forward for use in the subsequent year. [Rules § 8.1(e).] Carry-Over Water is accounted by
3 Watermaster to be that which is produced first in the year following the year from which it is
4 carried forward. There is no requirement on any Producer to apply for an agreement with
5 Watermaster in order to preserve their right to Produce Carry-Over Water. If more than the
6 Producer's share of Safe Yield (in the case of the Non-Agricultural Pool members) or share of
7 Initial Operating Safe Yield (in the case of the Appropriative Pool) members is preserved as
8 Carry-Over Water, then the Producer is required to enter into a Local Storage Agreement with
9 Watermaster in order to preserve their right to this Excess Carry-Over Water. [Rules 8.1(e).]
10 Until July 1, 2005, there shall be no limits placed by Watermaster on the quantity of water that
11 can be stored as Excess Carry-Over Water. Watermaster may place limits on the amount of water
12 stored as Excess Carry-Over Water after July 1, 2005. [Rules § 8.2(a).]

13 Any Supplemental Water that is Recharged by a Chino Basin party without first obtaining
14 a Local Storage Agreement with Watermaster, shall be deemed abandoned. As agreed in the
15 Peace Agreement, there is a 50,000 acre-foot cap placed on the storage of Supplemental Water by
16 Chino Basin parties. The purpose of this cap is to ensure that sufficient storage space is
17 maintained in the Basin for use in the Storage and Recovery Program. However, Supplemental
18 Water held in Local Storage on July 1, 2000, is not subject to this 50,000 acre-foot cap. [Rules §
19 8.1(f)(iii).]

20 The terms of any agreement under which Supplemental Water is stored in Local Storage
21 as of July 1, 2000 will be extended until July 1, 2005. [Rules § 8.1(f)(iii)(a).] Additionally, parties
22 may apply to Watermaster to obtain a quantification of the amount of Supplemental Water that
23 that party has stored in Local Storage. [Rules § 8.1(f)(iv)(b).] All such Applications must be
24 received by Watermaster by May 1, 2001. Watermaster shall make its determination on these
25 applications by May 31, 2001. [Rules § 8.1(f)(iv)(b).] Additionally, any Supplemental water
26 placed into Local Storage after July 1, 2000, under a Local Storage Agreement that will expire
27 before July 1, 2005, shall be stored under the terms of that agreement until July 1, 2005. [Rules §
28 8.1(f)(iii)a.)] These provisions will allow parties to enjoy the benefits of their historical storage

1 activities, without creating uncertainty that might inhibit the initiation of the Storage and
2 Recovery Program.

3 The Rules also distinguish between the acts of storage and recapture, though Watermaster
4 approval is required for both of these activities. In other words, it is possible for a party to apply
5 for a Local Storage Agreement without also applying for Watermaster approval of a recapture
6 plan to recover such stored water. [Rules § 8.4.] While a party does have the right to bifurcate
7 their Local Storage Agreement Application in this manner, the party will run the risk that the
8 water will be placed into storage and then the recovery of that water will be found to violate the
9 no Material Physical Injury standard and will be prohibited.

10 Storage of Supplemental Water by parties who are not parties to the Judgment shall be
11 only pursuant to agreements made as part of the Storage and Recovery Program for the Chino
12 Basin. Applications to participate in this Program shall be made only after Watermaster has issued
13 a Request for Proposals from qualified entities.[Rules § 8.3.]

14 **I. ARTICLE IX – TRANSFERS**

15 Article IX articulates the standards and procedures that will be used by Watermaster to
16 evaluate Transfers within the Chino Basin in such a way that an active and robust Transfer market
17 in the Basin is encouraged, while at the same time ensuring that Transfers will not cause Material
18 Physical Injury to any party or to the Basin.

19 Transfers between parties in the Basin may occur only pursuant to Watermaster approval.
20 [Rules § 9.2.] Such approval shall be given only upon a determination that the Transfer does not
21 cause Material Physical Injury to any party or to the Basin. [Rules § 9.2(b).] For the purposes of
22 determining whether a proposed Transfer violates this standard, Watermaster will analyze each
23 Transfer separately. [Rules § 9.2(d).] Parties will thereby be encouraged to anticipate their
24 proposed Transfers as much as possible so that they will be able to complete the Application
25 process before the time at which the Transfer is to occur, and yet no party will be prejudiced
26 when applying to make a Transfer by the contingency of whatever other Transfers have occurred
27 in that year. However, all Transfers between the same parties in the same year will be considered
28 as a single Transfer. [Rules § 9.2(e).]

1 As in the case of Recharge, Watermaster will periodically evaluate the cumulative physical
2 impact of Transfers on the Basin. The first such evaluation will occur by July 1, 2003. [Rules §
3 9.3(a).] Watermaster will take this results of this evaluation into account when assessing the state
4 of hydrologic balance in all areas and subareas of the Basin under section 7.1 of the Rules.

5 Article IX also describes the procedures according to which water can be Transferred
6 within and from the overlying pools. Members of the Non-Agricultural Pool will be able to
7 Transfer water to other members of the Non-Agricultural Pool or to Watermaster. [Rules § 9.4.]
8 Water Transferred to Watermaster from the Non-Agricultural Pool may be used only for the
9 purpose of Replenishment for the Desalters or for the Storage and Recovery Program.

10 With regard to the Agricultural Pool, Article IX clarifies the Early Transfer of at least
11 32,800 acre-feet a year to the Appropriative Pool and gives detail to the use of the 2.0 acre-feet
12 per acre conversion factor. The Article also provides guidance as to when a voluntary agreement
13 between a member of the Agricultural Pool and a member of the Appropriative Pool can be used
14 to provide water allocated from the Agricultural Pool to the overlying land for agricultural use on
15 behalf of the member of the Agricultural Pool by the member of the Appropriative Pool. Such an
16 agreement is not covered by the land use conversion procedures.

17 Such procedures are essential to the proper management of the Basin as they provide
18 operational flexibility and a fair mechanism for the adaptation of Basin practices to changing
19 social and physical conditions in a manner that is consistent with state law and policy.

20 **J. ARTICLE X – APPLICATIONS, CONTESTS AND COMPLAINTS**

21 The core of the revisions to the Rules, Article X articulates procedures according to which
22 Watermaster will consider and act upon Applications for activities that require Watermaster
23 approval. The procedure described by Article X for consideration and action upon Applications
24 guarantees that Applications will be considered in an objective and transparent manner within the
25 otherwise non-objective, interest-based Watermaster process. Article X also creates a voluntary
26 process by which other parties may contest Applications, and creates a voluntary procedure by
27 which parties may complain about Material Physical Injury being caused or threatened to
28 themselves or to the Basin by the activities of another.

1 **1. APPLICATIONS**

2 Applications must be filed with Watermaster in order to conduct Recharge activities,
3 Transfer water, store water in Local Storage, Recapture Transferred water or water in a Local
4 Storage account, or receive credits or reimbursements against OBMP assessments. [Rules §
5 10.3.] All Applications must be filed on forms which are provided in Appendix 1 of the Rules.

6 Upon its receipt of an Application, Watermaster staff will provide notice of the
7 Application to the parties. Watermaster staff will also prepare a summary and analysis of the
8 Application which is to be sent to the parties with the notice of the Application, and which will
9 include an analysis of any potential for Material Physical Injury. [Rules § 10.10.] The notice will
10 specify the date on which the Advisory Committee shall consider the Application, and this date
11 will be no sooner than thirty days from the date of the notice. [Rules § 10.10.] In the case of an
12 application to participate in the Storage and Recovery Program, the minimum notice before
13 consideration by the Advisory Committee will be ninety days.

14 The Application is then considered by the Pool Committees where it is discussed and
15 acted upon according to the current Watermaster process. [Rules § 10.11.] If there are no
16 objections to the Application by any of the parties, then the Application proceeds through the
17 Watermaster process, first going to the Advisory Committee and then finally to the Board. [Rules
18 § 10.17.] However, the Advisory Committee may not consider the Application until at least 21
19 days after consideration of the Application by the last of the three pool committees. [Rules §
20 10.11]. If a party does object to the Application and this objection is not resolved at the Pool
21 Committee level, then that party can file a Contest. [Rules § 10.13.]

22 This procedure allows for processing of non-controversial Applications in a timely fashion,
23 while still allowing the parties a sufficient amount of time to evaluate the contents of the
24 Applications in order to determine whether they are objectionable. It also allows for resolution of
25 minor objections at the pool level without the need for a formal Contest.

26 **2. CONTESTS**

27 Except in the case of a Contest to an Application for a credit or reimbursement, a Contest
28 to an Application must be made on the basis that the activity that is the subject of the Application

1 may cause Material Physical Injury to the contestant or to the Basin. [Rules § 10.14.] In order to
2 be considered timely, a Contest must be filed at least fourteen days prior to the Advisory
3 Committee meeting at which the Application will be considered. [Rules § 10.13.] The Rules
4 describe the required contents of a Contest, and make provisions for answers and interventions by
5 interested parties.

6 Contests are heard first by an independent hearing officer. [Rules § 10.18.] The hearing
7 officer conducts a hearing at which the parties have an opportunity to present their claims and
8 introduce evidence. [Rules § 10.24.] Based on this, the hearing officer develops a record and
9 makes proposed findings based upon substantial evidence in the record. These proposed findings
10 are then transmitted to the Advisory Committee. The Advisory Committee may adopt the findings
11 of the hearing officer or it may make its own findings, though whatever findings it makes must
12 also be based upon substantial evidence in the record. [Rules § 10.25(b).] The Advisory
13 Committee may also send the Contest back to the hearing officer in order to allow the hearing
14 officer to make additional findings. [Rules § 10.25(a).] The Advisory Committee is limited to one
15 such remand. [Rules § 10.25(a).]

16 Once it has made its findings, the Advisory Committee then forwards the Contest to the
17 Watermaster Board. The Watermaster Board shall consider the Contest and the recommendations
18 of the Advisory Committee in a manner consistent with the Judgment. [Rules § 10.25(c).] The
19 Board may also remand the Contest back to the hearing officer for additional findings, though if it
20 does so, then the hearing officer must forward the Contest to the Advisory Committee for its
21 reconsideration prior to reconsideration by the Board. [Rules § 10.25(a).] Like the Advisory
22 Committee, the Board may only make one such remand.

23 Strict time limits accompany each component of this procedure in order to strike a balance
24 between the need for thorough review, and the need for expeditious resolution of contests. As
25 mentioned previously, this process is entirely voluntary and does not preclude any party from
26 seeking immediate judicial review if it so chooses. However, once a party has chosen to avail itself
27 of the procedures of Article X, it shall exhaust the full process before seeking judicial review,
28 unless there are extenuating circumstances that justify immediate review. [Rules § 10.2.]

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3. COMPLAINTS

A Complaint is filed by a party in order to receive redress for activities on the part of another party or parties that is or will cause Material Physical Injury to the Complainant or the Basin. The process for Complaints is essentially the same as the process for Contests except that where Contests are filed subsequent to consideration of an Application by the pool committees, a Complaint is heard first by the pool committees. It is only where a Complaint cannot be resolved at the pool committee level that a hearing is scheduled. [Rules § 10.21.] As is the case with Applications, this procedure allows for the possibility that objections can be resolved in advance of the need to initiate the formal hearing process.

Each party bears its own expenses for any phase of either an Application, Contest or Complaint, though Watermaster’s costs associated with preparing the summary and analysis or participating in a hearing shall be considered a general Watermaster administrative expense. [Rules § 10.26.] The parties do not believe that this method of handling the costs associated with this process will cause an inequity for any party or have a chilling effect upon the ability of parties to bring Contests or Complaints. However, should this assumption prove to be false, the Rules allow any party to request that the cost allocation section of the Rules be renegotiated. [Rules § 10.26(c).]

III.

**STATUS REPORT ON DESALTER NEGOTIATIONS AND WESTERN MUNICIPAL
WATER DISTRICT’S RECISSION OF ITS CONDITIONAL EXECUTION OF THE
PEACE AGREEMENT**

Western Municipal Water District (WMWD) approved and executed the Peace Agreement in August of 2000. However, WMWD, unlike any other party to the Peace Agreement, adopted a resolution that authorized its execution on condition that certain issues must be resolved before the Peace Agreement would become binding on WMWD. These issues centered on whether the desalter facilities contemplated by the Peace Agreement could be designed, funded, constructed and operated within the cost parameters set forth in the Agreement and whether water supply contracts would be executed to cover the identified costs.

1 WMWD has agreed to rescind its earlier resolution and make its endorsement of the Peace
2 Agreement unconditional upon satisfaction of the concerns expressed in its earlier Resolution.
3 WMWD has subsequently acted on several occasions to extend its earlier Resolution through May
4 2, 2001.

5 Since August of 2000, Watermaster has continued to facilitate discussions between the
6 prospective purchasers and sellers of desalted water that were identified under the Peace
7 Agreement. The "purchasers group" consists of the Cities of Chino, Chino Hills, Norco and
8 Ontario, the Jurupa Community Services District (JCSD), Santa Ana River Water Company and
9 the State of California. The "sellers group" consists of the Inland Empire Utilities Agency
10 (IEUA), the Orange County Water District (OCWD) and the WMWD.

11 The two groups have vacillated between various deal structures, facilities plans, financing
12 plans, rate approaches and other variables. Over time, the parties have reached agreement that
13 the Integrated Chino – Arlington Desalters System (ICADS) is the best general approach to the
14 future operation of desalter facilities. Moreover, it appears that all parties to the discussions now
15 mutually agree that a single facilities plan, commonly referred to as "Alternative 10" represents
16 the consensus agreement on which desalter facilities will satisfy the requirements of the Peace
17 Agreement. (See Exhibit "B" attached hereto.)

18 The two groups also appear to have narrowed the differences considerably on a wide
19 variety of issues. For example, there are two competing deal structures that present moderately
20 different approaches on the best method to move forward with Alternative 10. It appears that
21 there is general agreement on the desire to pursue a "lease to purchase" arrangement for the
22 Chino I Desalter, the Chino I Expansion and the Chino II Desalter between the purchasers and the
23 Sellers, operating pursuant to Project Committee Number 14 of the Santa Ana Watershed Project
24 Authority (SAWPA). Under this scenario desalted water from the Arlington Desalter would be
25 provided to the purchasers through a water supply contract between WMWD and OCWD acting
26 as Project Committee Number 9 ("PC#9") of SAWPA.

27 There are, however, still areas of disagreement among the parties. These disagreements
28 primarily arise from policy questions on how water from the Arlington Desalter is to be made

1 available for use by the purchasers and whether the City of Norco will take its water through an
2 amalgamated entity comprised of all the Chino Basin purchasers or have a separate contract with
3 PC#9. In addition, the allocation of grant funds among the desalter projects could have cost of
4 water impacts on the purchasers and the scheduling of certain facilities. Lastly, the State of
5 California is continuing its involvement in the negotiations for the purchase of desalter water or,
6 in the alternative, the purchase of water directly from the cities of Chino and Norco.

7 Given the need to move forward and secure at least the \$56 million dollars that have been
8 set aside for the ICADS project under Proposition 13, Watermaster remains deeply concerned. It
9 is important that a term sheet be reached soon so that the WMWD Resolution and the associated
10 cloud of uncertainty on the OBMP can be removed.

11 As Watermaster has reported in the past, with all the available financial data, engineering
12 information and the reports of the parties and the consultants, there appears to be *no* severe
13 impediment to reaching an agreement if the parties have the will to proceed. Watermaster has
14 secured commitments from the purchasers and sellers to meet at least once a week, and more if
15 necessary, until an appropriate term sheet and ultimately contracts can be drafted. Watermaster
16 remains hopeful that the negotiators for all the parties will execute a term sheet well in advance
17 of the April 19, 2001 hearing date.

18 IV.

19 POST-ORDER MEMORANDUM, INTERVENTION AND WATERMASTER'S 23RD

20 ANNUAL REPORT

21 A. POST-ORDER MEMORANDUM

22 The parties filed their Post-Order Memorandum with the Court on October 26, 2000. It
23 responded to a number of issues identified by the Special Referee that would benefit from further
24 clarification. These issues were identified by the Referee in two reports to the Court, the first
25 dated September 13, 2000, and the second dated September 25, 2000.

26 The Referee submitted a third report to the Court on November 22, 2000, which found
27 that the Post-Order Memorandum would provide a useful construction aid for the Court in the
28 exercise of its continuing jurisdiction, with no further need to address the issues identified in the

1 two previous September reports, with the exception of a limited number of matters that were
2 more appropriately addressed through the revisions to the Rules and Regulations.

3 **B. INTERVENTION**

4 Watermaster submitted a Petition for Order Confirming and Approving Intervention of
5 Loving Savior of the Hills Lutheran Church on January 25, 2001. Watermaster requested that the
6 Court approve this intervention and assign the production of the Loving Savior of the Hills
7 Lutheran Church to the Overlying (Non-Agricultural) Pool. Loving Savior of the Hills Lutheran
8 Church should be bound by all of the benefits and burdens of the Judgment and be assigned a
9 share of the Initial Operating Safe Yield of zero (0.0) percent.

10 **C. WATERMASTER'S 23RD ANNUAL REPORT**

11 Watermaster's 23rd Annual Report was submitted to the Court on January 25, 2001.
12 Watermaster requests the Court to receive and file this Report.

13 **V.**

14 **CONCLUSION**

15 On the basis of the foregoing, the parties request the Court to:

- 16 (1) Approve the revised Chino Basin Watermaster Rules and Regulations;
17 (2) Approve the Post-Order Memorandum as responsive to the Court's request for
18 further clarification;
19 (3) Approve the intervention of Loving Savior of the Hills Lutheran Church; and
20 (4) Receive and file Watermaster's 23rd Annual Report.

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24 **DATED:** 3/22/01

HATCH AND PARENT

By 

**SCOTT S. SLATER
MICHAEL T. FIFE
Attorneys for Chino Basin Watermaster**

Exhibit "A"

**CHINO BASIN WATERMASTER
RULES AND REGULATIONS**

FEBRUARY 2001

ARTICLE I
GENERAL PROVISIONS

1.0 Title.

This document shall be known and may be referred to as the “Chino Basin Watermaster Rules and Regulations” adopted pursuant to the Judgment.

1.1 Definitions

As used in these Rules and Regulations, these terms, including any grammatical variations thereof shall have the following meanings.

- (a) “Active Parties” means all parties other than those who have filed a written waiver of service of notices with Watermaster, pursuant to Paragraph 58 of the Judgment. [Judgment ¶ 4(a).]
- (b) “Agricultural Pool” shall have the meaning of Overlying (Agricultural) Pool as used in the Judgment and shall include all its members. [Peace Agreement § 1.1(a).]
- (c) “Agricultural Pool Committee” shall mean the designated representatives and alternates who serve on behalf of the Agricultural Pool.
- (d) “Annual or Year” means a fiscal year, July 1 through June 30 following, unless the context shall clearly indicate a contrary meaning. [Judgment ¶ 4(b).]
- (e) “Annual Production Right” means the total amount of water available to the Appropriative Pool in any year from all available sources (e.g., Carry-Over Water, share of Initial Operating Safe Yield, Transfers, assignments, New Yield, water Recaptured from Storage, land-use conversions, Early Transfer) which Watermaster shall determine can be Produced by the Appropriative Pool free of a Replenishment Obligation.

- (f) “Answer” means the written response that may be filed to a Complaint or the reply to a Contest pursuant to the provisions of Article X.
- (g) “Applicant” means a person that files an Application for Watermaster approval pursuant to Article X.
- (h) “Application” means a request filed by any person pursuant to the provisions of Article X, seeking (i) Watermaster approval of Recharge, Transfer, Recapture or Qualifying Storage operations or activities or (ii) for Watermaster approval of a credit or reimbursement.
- (i) “Appropriative Pool” shall have the meaning as used in the Judgment and shall include all its members. [Peace Agreement § 1.1(b).]
- (j) “Appropriative Right” means the annual Production right of a Producer from the Chino Basin other than pursuant to an Overlying Right. [Judgment ¶ 4(c).]
- (k) “Basin Water” means Groundwater within the Chino Basin which is part of the Safe Yield, Operating Safe Yield (including New Yield), or Replenishment Water in the Basin as a result of operations under the Physical Solution decreed in the Judgment. Basin Water does not include “Stored Water” under the Judgment and the Peace Agreement. [Judgment ¶ 4(d).]
- (l) “Best Efforts” means reasonable diligence and reasonable efforts under the totality of the circumstances. Indifference and inaction do not constitute Best Efforts. Futile action(s) are not required. [Peace Agreement § 1.1(d).]
- (m) “CBWCD” means the Chino Basin Water Conservation District. [Peace Agreement § 1.1(e).]
- (n) “Carry-Over Right” means the annual unpumped share of Safe Yield and Operating Safe Yield that is reserved to be pumped first the following year by the members of the Non-Agricultural Pool and the Appropriative Pool respectively. [Based on the Judgment Exhibit “G” ¶ 7 and Exhibit “H” ¶ 12.]
- (o) “Carry-Over Water” means the un-Produced water in any year that may accrue to a Producer under the Judgment and the Peace Agreement and that may be Produced

first each subsequent Fiscal Year or stored as Excess Carry-Over. (Judgment Exhibit H ¶ 12.)

- (p) “CEQA” means the California Environmental Quality Act, Public Resources Code Sections 21000 et seq; 14 California Code of Regulations 15000 et seq. [Peace Agreement § 1.1(f).]
- (q) “Chino Basin” or “Basin” means the Groundwater basin underlying the area shown on Exhibit “B” to the Judgment and within the boundaries described on Exhibit “K” to the Judgment. [Judgment ¶ 4(f) and Peace Agreement § 1.1(g).]
- (r) “Chino Basin Watershed” means the surface drainage area tributary to and overlying Chino Basin. [Judgment ¶ 4 (g) and Peace Agreement § 1.1(h).]
- (s) “Chino I Desalter,” also known as the SAWPA Desalter, means the Desalter owned and operated by PC14 with a present capacity of approximately eight (8) million gallons per day (mgd) and in existence on the Effective Date. [Peace Agreement § 1.1(i).]
- (t) “Chino I Desalter Expansion” means the planned expansion of the Chino I Desalter from its present capacity of approximately eight (8) mgd to a capacity of up to fourteen (14) mgd. [Peace Agreement § 1.1(j).]
- (u) “Chino II Desalter” means a new Desalter not in existence on the Effective Date with a design capacity of approximately ten (10) mgd, to be constructed and operated consistent with the OBMP and to be located on the eastside of the Chino Basin. [Peace Agreement § 1.1(k).]
- (v) “Committee(s)” means any of the Pool Committees or the Watermaster Advisory Committee as the context may compel.
- (w) “Complainant” means a party to the Judgment that files a Complaint pursuant to Article X.
- (x) “Complaint” means a claim filed by a party to the Judgment with Watermaster pursuant to the provisions of Article X.

- (y) “Contest” means an objection filed by a party to the Judgment pursuant to the provisions of Article X.
- (z) “Contestant” means a party to the Judgment that files a Contest pursuant to the provisions of Article X.
- (aa) “Court” means the court exercising continuing jurisdiction under the Judgment. [Peace Agreement § 1.1(l).]
- (bb) “Date of Execution” means the first day following the approval and execution of the Peace Agreement by the last Party to do so. [Peace Agreement § 1.1(m).]
- (cc) “Desalter” and “Desalters” means the Chino I Desalter, Chino I Desalter Expansion, the Chino II Desalter, related facilities and Future Desalters, consisting of all the capital facilities and processes that remove salt from Basin Water, including extraction wells, transmission facilities for delivery of groundwater to the Desalter, Desalter treatment and delivery facilities for the desalted water including pumping and storage facilities, and treatment and disposal capacity in the SARI System. [Peace Agreement § 1.1(n).]
- (dd) “Direct Recharge” means the storage of water by percolation in spreading grounds or by injection through wells. [Judgment ¶ 50(a).]
- (ee) “Early Transfer” means the reallocation of Safe Yield in accordance with the Peace Agreement where water from the Agricultural Pool is made available to the Appropriative Pool on an annual basis. [Peace Agreement § 1.1(o).]
- (ff) “Effective Date” means October 1, 2000, provided that all conditions precedent in the Peace Agreement were waived or satisfied. [Peace Agreement § 1.1 (p).]
- (gg) “Excess Carry-Over Water” means Carry-Over Water which in aggregate quantities exceeds a party’s share of Safe Yield in the case of the Non-Agricultural Pool, or the assigned share of Operating Safe Yield in the case of the Appropriative Pool, in any year.
- (hh) “Future Desalters” means enlargement of the Chino I Desalter to a capacity greater than the Chino I Expansion or enlargement of the Chino II Desalter and any other

new Desalter facilities that may be needed to carry out the purposes of the OBMP over the term of the Peace Agreement. [Peace Agreement § 1.1(q).]

- (ii) “General law” means all applicable state and federal laws. [Peace Agreement § 1.1(r).]
- (jj) “Groundwater” means all water beneath the surface of the ground. [Judgment ¶ 4 (h) and Peace Agreement § 1.1(s).]
- (kk) “Groundwater Storage Agreement” means either a Local Storage Agreement or an agreement in connection with a Storage and Recovery Program.
- (ll) “IEUA” means the Inland Empire Utilities Agency, referred to in the Judgment as Chino Basin Municipal Water District. [Peace Agreement § 1.1(t).]
- (mm) “In-lieu Recharge” means taking supplies of Supplemental Water in lieu of pumping groundwater otherwise subject to Production as an allocated share of Operating Safe Yield, as provided in Exhibit “H” Paragraph 11 of the Judgment. [Peace Agreement § 1.1(u).]
- (nn) “Initial Operating Safe Yield” means the Operating Safe Yield first established by the Judgment; i.e. 54,834 acre-feet. [Judgment Exhibit “E”.]
- (oo) “Judgment” means the Judgment dated January 27, 1978, in San Bernardino County Case No. 164327 (redesignated as San Bernardino County Case No. RCV 51010) as amended by Order Approving Amendments to Judgment Dated December 1, 1995, and Order for Amendments to the Judgment Regarding Changes in Pooling Plans and Appropriate Pool Representation on the Advisory Committee, dated September 18, 1996 and other such amendments. [Peace Agreement § 1.1(v).]
- (pp) “Local Imported Water” is water from any origin, native or foreign which was not available for use or included in the calculation of Safe Yield of the Chino Basin at the time the Judgment was entered.
- (qq) “Local Storage” means water held in a storage account pursuant to a Local Storage Agreement between a party to the Judgment and Watermaster. Local Storage accounts may consist of: (i) a Producer’s unproduced Excess Carry-Over Water or (ii) a party to the Judgment’s Supplemental Water, up to a cumulative maximum of

fifty thousand (50,000) acre-feet for all parties to the Judgment stored in the Basin on or after July 1, 2000 or (iii) that amount of Supplemental Water previously stored in the Basin on or before July 1, 2000 and quantified in accordance with the provisions and procedures set forth in Section 7.2 of these Rules and Regulations, or (iv) that amount of water which is or may be stored in the Basin pursuant to a Storage Agreement with Watermaster which exists and has not expired before July 1, 2005. [Peace Agreement § 1.1(x).]

- (rr) “Local Storage Agreement” means a Groundwater Storage Agreement for Local Storage.
- (ss) “Material Physical Injury” means material injury that is attributable to the Recharge, Transfer, Storage and Recovery, management, movement or Production of water, or implementation of the OBMP, including, but not limited to, degradation of water quality, liquefaction, land subsidence, increases in pump lift (lower water levels) and adverse impacts associated with rising Groundwater. Material Physical Injury does not include “economic injury” that results from other than physical causes. Once fully mitigated, physical injury shall no longer be considered to be material. [Peace Agreement § 1.1(y).]
- (tt) “Metropolitan Water District or MWD” means the Metropolitan Water District of Southern California. [Peace Agreement § 1.1.(2).]
- (uu) “Minimal Producer” means any producer whose Production does not exceed ten (10) acre-feet per year. [Judgment ¶ 4(j).]
- (vv) “New Yield” means proven increases in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of rising water, capture of available storm flow, operation of the Desalters and related facilities, induced Recharge and other management activities implemented and operational after June 1, 2000. [Peace Agreement § 1.1(aa).]
- (ww) “Non-Agricultural Pool” shall have the meaning as used in the Judgment for the Overlying (Non-Agricultural) Pool and shall include all its members. [Peace Agreement § 1.1(bb).]
- (xx) “OBMP” means the Optimum Basin Management Program, which consists of the OBMP Phase I Report and the OBMP Implementation Plan, which shall be

implemented consistent with the provisions of Article V of the Peace Agreement. [July 13, 2000 Court Order.]

- (yy) “OBMP Assessments” means assessments levied by Watermaster for the purpose of implementing the OBMP. These OBMP Assessments shall be deemed Administrative Expenses under Paragraph 54 of the Judgment. OBMP Assessments do not include assessments levied as provided in section 5.1(g) of the Peace Agreement. Upon the expiration of the Peace Agreement, no conclusion of “general benefit” may be drawn based upon the manner in which the assessments have been made during the term of the Peace Agreement. [Peace Agreement § 1.1(cc).]
- (zz) “OBMP Implementation Plan” means Exhibit “B” to the Peace Agreement. [Peace Agreement § 1.1(dd).]
- (aaa) “OCWD” means the Orange County Water District.
- (bbb) “Operating Safe Yield” means the annual amount of Groundwater which Watermaster shall determine, pursuant to criteria specified in Exhibit “T” to the Judgment, can be Produced from Chino Basin by the Appropriative Pool parties free of Replenishment obligation under the Physical Solution. Watermaster shall include any New Yield as provisional Safe Yield in determining Operating Safe Yield. [Judgment ¶ 4(l) and Peace Agreement § 1.1(ee).]
- (ccc) “Overdraft” means a condition wherein the total annual Production from the Basin exceeds the Safe Yield thereof, as provided in the Judgment. [Judgment ¶ 4(m) and Peace Agreement § 1.1(ff).]
- (ddd) “Overlying Right” means the appurtenant right of an owner of lands overlying Chino Basin to Produce water from the Basin for overlying beneficial use on such lands. [Judgment ¶ 4(n).]
- (eee) “PC14” means Project Committee No. 14, members of SAWPA, composed of IEUA, WMWD, and OCWD, pursuant to Section 18 of the SAWPA Joint Exercise of Powers Agreement which now constitutes the executive Authority through which SAWPA acts with respect to the Chino I Desalter and other facilities, programs and projects. [Peace Agreement § 1.1(ll).]

- (fff) “Party” or “Parties” means a Party to the Peace Agreement. [Peace Agreement § 1.1(gg).]
- (ggg) “Party” or “Parties to the Judgment” means a party to the Judgment. [Peace Agreement § 1.1(hh).]
- (hhh) “Peace Agreement” means the agreement dated June 29, 2000 among various parties to the Judgment identified therein and approved by Watermaster as it existed on that date and without regard to any subsequent amendment thereto unless such amendments are approved by each Party to the Peace Agreement, Watermaster and the Court.
- (iii) “Person” means any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, water district and other entity of whatever nature including but not limited to the State of California and the Department of Water Resources. [Judgment ¶ 4(o).]
- (jjj) “Physical Solution” shall have the meaning of the Physical Solution as described the Judgment.
- (kkk) “Produce or Produced” means to pump or extract groundwater from the Chino Basin. [Judgment ¶ 4(g) and Peace Agreement § 1.1 (ii).]
- (lll) “Producer” means any person who Produces water from the Chino Basin. [Judgment ¶ 4(r) and Peace Agreement § 1.1 (jj).]
- (mmm) “Production” means the annual quantity, stated in acre-feet, of water Produced from the Chino Basin. [Judgment ¶ 4(s) and Peace Agreement § 1.1 (kk).]
- (nnn) “Public Hearing” means a hearing of Watermaster held pursuant to the Judgment other than as provided in Article X herein.
- (ooo) “Qualifying Storage” means the storage of Supplemental Water, Storage and Recovery Programs, and the storage of Excess Carry-Over Water after July 1, 2005.
- (ppp) “Recapture” and “Recover” means the withdrawal of water stored in the Basin under a Groundwater Storage Agreement.

- (qqq) “Recharge and Recharge Water” means the introduction of water into the Basin, directly or indirectly, through injection, percolation, delivering water for use in lieu of Production or other method. Recharge references the physical act of introducing water into the Basin. Recharge includes Replenishment Water but not all Recharge is Replenishment Water. This definition shall not be construed to limit or abrogate the authority of CBWCD under general law. [Peace Agreement § 1.1(nn).]
- (rrr) “Recycled Water” means water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that would not otherwise occur and is therefore considered a valuable resource, referred to as “reclaimed water” in the Judgment. [Judgment ¶ 4(u) and Peace Agreement § 1.1 (pp).]
- (sss) “Replenishment Obligation” means the quantity of water that Watermaster must purchase to replace Production by any Pool during the preceding Fiscal Year which exceeds that Pool’s allocated share of Safe Yield or Operating Safe Yield in the case of the Appropriative Pool. The quantity of a Producer’s Over-Production and the Replenishment Obligation is determined after Watermaster takes into account any Transfers of water or any Recovery from storage in the same year, and takes into account the Appropriative Pool obligation as a result of the implementation of the Peace Agreement, if any. [Judgment ¶ 45.]
- (ttt) “Replenishment Water” means Supplemental Water used to Recharge the Basin pursuant to the Physical Solution, either directly by percolating the water into the Basin or indirectly by delivering the water for use in lieu of Production and use of Safe Yield or Operating Safe Yield. [Judgment ¶ 4(v) and Peace Agreement § 1.1(oo).]
- (uuu) “Responsible Party” means the owner, co-owner, lessee or other person designated by multiple parties interested in a well as the person responsible for purposes of filing reports with Watermaster pursuant to the Judgment ¶ 4(w). [Judgment, ¶ 4(w).]
- (vvv) “Safe Yield” means the long-term average annual quantity of groundwater (excluding Replenishment Water or Stored Water but including return flow to the Basin from use of Replenishment or Stored Water) which can be Produced from the Basin under cultural conditions of a particular year without causing an undesirable result. [Judgment ¶ 4(x) and Peace Agreement § 1.1(qq).]

- (www) “Salt Credits” means an assignable credit that may be granted by the Regional Water Quality Control Board and computed by Watermaster from activities that result from removal of salt from the Basin, or that result in a decrease in the amount of salt entering the Basin. [Peace Agreement § 1.1 (rr).]
- (xxx) “SA WPA” means the Santa Ana Watershed Project Authority. [Peace Agreement § 1.1(ss).]
- (yyy) “SBVMWD” means San Bernardino Valley Municipal Water District. [Judgment ¶ 4(y).]
- (zzz) “Sphere of Influence” has the same meaning as set forth in Government Code Section 56076.
- (ab) “Storage and Recovery Program” means the use of the available storage capacity of the Basin by any person under the direction and control of Watermaster pursuant to a Court approved Groundwater Storage Agreement but excluding “Local Storage,” including the right to export water for use outside the Chino Basin and typically of broad and mutual benefit to the parties to the Judgment. [Peace Agreement § 1.1(uu).]
- (ac) “Stored Water” means Supplemental Water held in storage, as a result of direct spreading, injection or in-lieu delivery, for subsequent withdrawal and use pursuant to a Groundwater Storage Agreement with Watermaster. [Judgment ¶ 4(aa) and Peace Agreement § 1.1(vv).]
- (ad) “Supplemental Water” means water imported to Chino Basin from outside the Chino Basin Watershed and Recycled Water. [Judgment ¶ 4(bb) and Peace Agreement § 1.1(ww).]
- (ae) “Transfer” means the assignment (excepting an assignment by a member of the Non-Agricultural Pool or the Agricultural Overlying Pool), lease, or sale of a right to Produce water to another Producer within the Chino Basin or to another person or entity for use outside the Basin in conformance with the Judgment, whether the Transfer is of a temporary or permanent nature. [Peace Agreement § 1.1 (xx).]
- (af) “TVMWD” means Three Valleys Municipal Water District (referred to in the Judgment as Pomona Valley Municipal Water District). [Peace Agreement § 1.1(yy).]

- (ag) “Uniform Groundwater Rules and Regulations” (UGRR) means the Uniform Groundwater Rules and Regulations that were in effect on December 31, 2000.
- (ah) “Watermaster” means Watermaster as the term is used in the Judgment. [Peace Agreement § 1.1 (zz).]
- (ai) “Watermaster Resolution 88-3” means the resolution by the Chino Basin Watermaster establishing the procedure for transferring unallocated Safe Yield water from the Agricultural Pool to the Appropriative Pool on an annual basis, adopted on April 6, 1988 and rescinding Resolution 84-2 in its entirety. [Peace Agreement § 1.1(aaa).]
- (aj) “Watermaster Rules and Regulations” means the Watermaster Rules and Regulations that were in effect on December 31, 2000.
- (ak) “WMWD” means Western Municipal Water District. [Judgment ¶ 4(cc) and Peace Agreement § 1.1 (bbb).]

1.2 Rules of Construction

- (a) Unless the context clearly requires otherwise:
 - (i) The plural and singular forms include the other;
 - (ii) “Shall,” “will,” “must,” and “agrees” are each mandatory;
 - (iii) “may” is permissive;
 - (iv) “or” is not exclusive;
 - (v) “includes” and “including” are not limiting; and
 - (vi) “between” includes the ends of the identified range.
- (b) The masculine gender shall include the feminine and neuter genders and vice versa.

- (c) Reference to any agreement, document, instrument, or report means such agreement, document, instrument or report as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof.
 - (d) Except as specifically provided herein, reference to any law, statute, ordinance, regulation or the like means such law as amended, modified, codified or reenacted, in whole or in part and in effect from time to time, including any rules and regulations promulgated thereunder. [Peace Agreement § 1.2.]
- 1.3 Consistency with Judgment and Peace Agreement. These Rules and Regulations shall be construed consistent with the Judgment and the Peace Agreement. In the event of a conflict between these Rules and Regulations and the Judgment or the Peace Agreement, the Judgment and/or the Peace Agreement shall prevail. In the event of a conflict between the Peace Agreement and the Judgment, the Judgment shall control.
- 1.4 No Prejudice. No provision of these Rules and Regulations shall be used to construe the power and authority of the Advisory Committee or the Watermaster Board inter-se under the Judgment.
- 1.5 Amendment of Rules. These Rules and Regulations may be amended by Watermaster only upon the prior approval of the Watermaster Advisory Committee.
- 1.6 Repeal of All Existing Rules and Regulations. Watermaster's existing Rules and Regulations and the UGGR shall be repealed upon the adoption of these Rules and Regulations.

ARTICLE II ADMINISTRATION

- 2.0 Principal Office. The principal office of Watermaster shall be the Chino Basin Watermaster business office, currently located at 8632 Archibald Avenue, Suite 109, Rancho Cucamonga, California 91730; telephone number 909-484-3888, or at such other location or locations as may be designated from time to time by Watermaster Resolution and filed with the Court.

- 2.1 Records. The minutes of Watermaster meetings shall be open to inspection and maintained at the principal office. [Based on Judgment ¶ 37(d).] Copies of minutes may be obtained upon payment of the duplication costs thereof. Copies of other records may be obtained on the payment of the duplication costs thereof and pursuant to Watermaster policy. Watermaster shall maintain a website. Watermaster Staff shall publish those records and other matters that it deems to be of interest to the parties to the Judgment, the general public or the Court on its website.
- 2.2 Regular Meetings. Regular meetings shall be held at the principal office of Watermaster pursuant to Watermaster policy at such time(s) as may be contained in the necessary notice(s) thereof. [Based on Judgment ¶ 37 (b).] As a matter of policy, Watermaster shall generally operate in accordance with the provisions of the California Open Meetings Law (Brown Act). However, in the event of conflict, the procedures set forth in these Rules and Regulations shall control.
- 2.3 Special Meetings. Special meetings may be called at any time by a majority of the Watermaster Board by delivering notice thereof at least twenty-four (24) hours before the time of each such meeting in the case of personal delivery (including faxes and electronic mail), and ninety-six (96) hours in the case of mail. [Based on Judgment ¶ 37 (c).]
- 2.4 Adjournment. Any meeting may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. A copy of the order or notice of adjournment shall be conspicuously posted forthwith on or near the door of the place where the meeting was held. [Based on Judgment ¶ 37 (e).]
- 2.5 Public Meetings/Hearings. All meetings, whether regular or special, shall be open to the public unless they are properly designated as a confidential session. Whenever a Public Hearing shall be required therein, written notice of such public hearing containing the time, date and place of Public Hearing, together with the matter to be heard thereat, shall be given to all Active Parties and each such person who has requested, in writing, notice of such meeting, at least ten (10) days prior to said Public Hearing. At such Public Hearing, evidence shall be taken with regard to only the matters noticed, unless a sufficient urgency shall exist to the contrary, and full findings and decisions shall be issued and made available for public inspection. Notwithstanding the provisions of this Section 2.5, the provisions of Article X shall control when applicable.

2.6 Confidential Sessions.

- (a) The Watermaster Board may hold confidential sessions authorized by this Rule . A confidential session may be held by the Watermaster Board and, at a minimum, the chairs of the three Pools (Appropriative, Agricultural and Non-Agricultural) to, in a manner consistent with the Judgment:
 - (i) meet with counsel to discuss or act on pending or threatened litigation involving Watermaster; or
 - (ii) discuss personnel matters of Watermaster employees involving individual employees; or
 - (iii) discuss contract negotiations involving Watermaster.
- (b) Minutes shall not be taken for confidential sessions of the Watermaster Board, but a confidential memorandum shall be prepared to describe attendance and votes on decisions.
- (c) Notice of confidential sessions of the Watermaster Board shall be as provided in Section 2.7.
- (d) A report on any action taken at the confidential session of the Watermaster Board shall be given both immediately following the conclusion of the confidential session and at the next regular meeting of the Watermaster Board.
- (e) The Advisory Committee may hold a confidential session on any matter authorized by its own resolution.

2.7 Notice. Notices shall be given in writing to all Active Parties and each such person who has requested notice in writing, and shall specify the time and place of the meeting and the business to be transacted at the meeting. Notice may be provided by either facsimile or electronic mail delivery if the party so consents to such delivery. [Based on Judgment ¶ 37(c).] Delivery of notice shall be deemed made on the date personally given or within ninety-six (96) hours of deposit thereof in the United States mail, first class, postage prepaid, addressed to the designee and at the address in the latest designation filed by such person. Copies of all notices shall be published on the Watermaster website.

2.8 Quorum. A majority of the Board acting as Watermaster shall constitute a quorum for the transaction of the affairs or business. [Based on Judgment ¶ 35.]

- 2.9 Voting Procedures. Only action by affirmative vote of a majority of the members of the Watermaster Board present and acting as Watermaster shall be effective. All actions may be adopted by voice vote, but upon demand of any member of a Board acting as Watermaster, the roll shall be called and the ayes and noes recorded in the minutes of the proceedings. Every member of a Board acting as Watermaster, in attendance, unless disqualified by reason of an opinion of the Watermaster counsel that the member of the board has a conflict of interest, shall be required to vote.
- 2.10 Conflict of Interest. Watermaster is an interest based governing structure in which various interests must be represented in decision-making. It is expected and preferred that each interest be allowed to participate in Watermaster decisions except as provided in these Rules and Regulations. Each member of the Watermaster Board or the Advisory Committee shall vote on matters before the Board or Advisory Committee unless that member has a conflict of interest as described in this Rule or other provision of general law. No member of the Watermaster Board or Advisory Committee may vote, participate in meetings or hearings pertaining to, or otherwise use his or her position to influence a Watermaster decision in which he knows or has reason to know he has both a direct personal and financial interest.
- (a) Subject to the qualification provided for in section 2.10(b) herein, a member of the Watermaster Board or Advisory Committee is deemed to have a direct personal and financial interest in a decision where it is reasonably foreseeable that the decision will have a material effect on the Watermaster member, members of his or her immediate family, or the Watermaster member's other business, property, and commercial interests.
- (b) To be classified as a direct personal and financial interest, the particular matter must be distinguishable from matters of general interest to the respective pool (Appropriative, Non-Agricultural, or Agricultural) or party to the Judgment, which the Watermaster member has been appointed to represent on the Watermaster Board or Advisory Committee. The member must stand to personally gain discrete and particular advantage from the outcome of the decision beyond that generally realized by any other person or the interests he or she represents. Moreover, Watermaster representatives are expressly intended to act in a representative capacity for their constituents. A member of the Board or Advisory Committee shall not be considered to have a discrete and particular financial advantage unless a decision may result in their obtaining a financial benefit that is not enjoyed by any other person. In those instances where the Board member or Advisory Committee member does have a conflict of interest, that respective interest may be represented by that interest's

designated alternate and the Board or Advisory Committee member with the identified conflict of interest may address the Board or Committee or participate in the hearing or meeting as a party to the Judgment.

- 2.11 Minutes. The secretary (or in the absence thereof any person so designated at said meeting) shall cause the preparation and subscription of the minutes of each meeting and make available a copy thereof to all Active Parties and each person who has filed a request for copies of all minutes or notices in writing. The minutes shall constitute notice of all actions therein reported. Unless a reading of the minutes is ordered by a majority of the members of the Board acting as Watermaster, minutes may be approved without reading. [Based on Judgment ¶ 37(d).] Watermaster shall publish a copy of its minutes on the Watermaster website.
- 2.12 Rules of Order. Except as may be provided herein, the procedures of the conduct of any meeting shall be governed by the latest revised edition of Roberts' Rules of Order. However, such rules, adopted to expedite the transaction of the business in an orderly fashion, are deemed to be procedural only and failure to strictly observe such rules shall not affect the jurisdiction or invalidate any action taken at a meeting that is otherwise held in conformity with law.
- 2.13 Compensation. Members of Watermaster shall receive compensation from Watermaster for attendance at meetings, regular or special, in an amount as approved by the Court together with reasonable expenses related to the respective activities thereof, subject to applicable provisions of law. [Based on Judgment ¶ 18 (as amended).]
- 2.14 Employment of Experts and Agents. Watermaster may employ or retain such administrative, engineering, geologic, accounting, legal or other specialized personnel and consultants as it may deem appropriate and shall require appropriate bonds from all officers and employees handling Watermaster funds. Watermaster shall maintain records for purposes of allocating costs of such services as well as of all other expenses of Watermaster administration as between the several pools established by the Physical Solution of the Judgment. No member of the Watermaster Advisory Committee or any Pool Committee may be employed or compensated by Watermaster for professional or other services rendered to such committee or to Watermaster other than as provided in section 2.13 above. [Based on Judgment ¶ 20.]
- 2.15 Acquisition of Facilities. Watermaster may purchase, lease, acquire and hold all necessary facilities and equipment; provided, that it is not the intent of the Judgment that Watermaster

acquire any interest in real property or substantial capital assets. [Judgment ¶ 19 and Peace Agreement § 5.1(h).]

- 2.16 Investment of Funds. Watermaster may hold and invest all Watermaster funds in investments authorized from time to time for public agencies of the State of California, taking into consideration the need to increase the earning power of such funds and to safeguard the integrity thereof. [Based on Judgment ¶ 23.]
- 2.17 Borrowing. Watermaster may borrow from time to time, amounts not to exceed the annual anticipated receipts of Watermaster during such year. [Judgment ¶ 24.]
- 2.18 Contracts. Watermaster may enter into contracts and agreements for the performance of any of its powers pursuant to the Judgment.
- 2.19 Cooperation with Other Agencies. Watermaster may, subject to the prior recommendation of the Advisory Committee, act jointly or cooperate with agencies of the United States of America, and the State of California or any political subdivisions, municipalities, districts or any person to the end that the purpose of the Physical Solution of the Judgment may be fully and economically carried out. [Based on Judgment ¶ 26.]
- 2.20 Annual Administrative Budget. Watermaster shall submit to the Advisory Committee, after Pool Committee review and approval, an administrative budget and recommendation for action for each subsequent Fiscal Year on or before March 1. The Advisory Committee shall review and submit the budget and their recommendations to Watermaster on or before April 1, next following. Watermaster shall hold a public hearing on the budget which was approved by Advisory Committee at an April meeting of each year and adopt the annual administrative budget which shall include the administrative items for each committee. The administrative budget shall set forth budgeted items in sufficient detail as necessary to make a proper allocation of expenses among the several pools, together with Watermaster's proposed allocation. The budget shall contain such additional comparative information or explanation as the Advisory Committee may recommend from time to time. Expenditures within the budgeted items may thereafter be made by Watermaster in the exercise of its powers, as matter of course. Any budget transfer in excess of 20% of a budget category, or modification of the administrative budget during any year shall be first submitted to the Advisory Committee for review and recommendation. [Based on Judgment ¶ 30.]
- 2.21 Annual Report. Watermaster shall prepare and make available an annual report, which shall be filed on or before January 31 of each year and shall contain details as to the operation of

each of the pools, a certified audit of all assessments and expenditures pursuant to the Physical Solution of the Judgment and a review of Watermaster activities. [Based on Judgment ¶ 48.] The annual report shall include a “state of the basin” report that generally describes hydrologic conditions in the Basin and the status of efforts to implement the OBMP.

- 2.22 Studies. Watermaster may, with concurrence of the Advisory Committee or affected Pool Committee and in accordance with Paragraph 54(b) of the Judgment, undertake relevant studies of hydrologic conditions, both quantitative and qualitative, and operating aspects of implementation of the Chino Basin OBMP. [Judgment ¶ 27.]
- 2.23 Demonstrated CEQA Compliance. Watermaster shall not approve any request made under the Judgment or these Rules and Regulations where the proposed action also constitutes a “project” within the meaning of CEQA unless the Watermaster finds that the person requesting Watermaster approval has demonstrated CEQA compliance.
- 2.24 Notice of Litigation. Watermaster shall provide reasonable notice to the parties to the Judgment of any threatened or existing litigation affecting Watermaster or that challenges the legality, validity, or enforceability of the Judgment, the Peace Agreement, the OBMP Implementation Plan or the Rules and Regulations.
- 2.25 Defense of Judgment. Watermaster shall reasonably defend the Judgment, the Peace Agreement, the OBMP Implementation Plan and these Rules and Regulations against challenges brought by persons who are not parties to the Judgment. These costs incurred by Watermaster in defending the Judgment, the Peace Agreement, the OBMP Implementation Plan and these Rules and Regulations shall be considered a Watermaster general administrative expense. However, the State of California shall not be obligated to reimburse Watermaster for any legal or administrative costs incurred in such defense. [Peace Agreement § 4.1.]
- 2.26 Written Reports. All reports required to be provided by Watermaster under these Rules and Regulations shall be provided in written form unless the context requires otherwise.

ARTICLE III MONITORING

3.0 Scope. This Article sets forth Watermaster's rules and procedures for monitoring Groundwater Production.

3.1 Meters.

- (a) Reporting. Any person Producing in excess of ten (10) acre-feet per year shall install and maintain in good operating condition, at the cost of each such person except as provided in (b) below, such meters as Watermaster may deem necessary. Any such measuring device shall be subject to regular inspection and testing as the Watermaster may, from time to time, require, but at a minimum every two years. [Judgment ¶ 21.]
- (b) Watermaster shall provide a meter testing service with a complete line of carefully calibrated test equipment. Any Producer may request an evaluation of any or all of its water meters at any time. Watermaster shall only pay for tests initiated by Watermaster and for all tests on meters owned by Watermaster
- (c) Agricultural Pool Meters.
 - (i) Any assessment levied by Watermaster on the members of the Agricultural Pool to fund the installation of meters which is set forth in the Judgment, paragraph 21 regarding metering, shall be paid by the Appropriative Pool. Members of the Agricultural Pool, shall have no obligation to pay for or assume any duty with regard to the installation of meters. The obligation to install and maintain and replace meters on wells owned or operated by members of the Agricultural Pool shall be that of the Watermaster. [Peace Agreement § 5.6(a).]
 - (ii) Agricultural Pool meters shall be installed within forty-eight (48) months of the Date of Execution. Watermaster shall be responsible for providing the meter, as well as paying the cost of any installation, maintenance, inspection,

testing, calibrating and repairing. The members of the Agricultural Pool shall provide reasonable access during business hours to a location reasonably appropriate for installation, inspection, testing, calibrating and repairing of a meter. [Peace Agreement § 5.6(b).] However, the State of California reserves its right to continue to install, operate, maintain, inspect, test and repair its own meters on wells owned or operated by the State, unless it consents to installation by Watermaster in which case Watermaster assumes the cost. [Peace Agreement § 5.6(c).]

- (iii) Watermaster shall test every Agricultural Pool meter other than those owned by the State of California on an active well under Watermaster's jurisdiction at least once every two years.

- 3.2 Reporting by Producers. Each party, or Responsible Party Producing water from the Basin, shall file with Watermaster on forms provided therefore, a quarterly report of the total water Production of that Producer during the preceding calendar quarter, together with such additional information as Watermaster and/or the affected Pool Committee may require. The report shall be due on the 15th day of the month next succeeding the end of each respective calendar quarter, i.e., April 15, July 15, October 15 and January 15, except for minimal Producers, whose reports are due annually by July 15. [Judgment ¶ 47.]

ARTICLE IV ASSESSMENTS, REIMBURSEMENTS AND CREDITS

- 4.0 Scope. This Article sets forth Watermaster's rules and procedures regarding, assessments, reimbursements and credits.
- 4.1 Assessments. Watermaster shall levy assessments against the parties (other than Minimal Producers complying herewith) based upon Production during the preceding Production period. The assessment shall be levied by Watermaster pursuant to the pooling plan adopted for the applicable pool. [Based on Judgment ¶ 53.] Assessments shall cover the cost of Replenishment Water and the expenses of Watermaster administration which shall be categorized as either (a) general, or (b) special project expense.

- (a) General Administrative Watermaster Expense shall include office rental, general personnel expense, supplies and office equipment and related incidental expense and general overhead. [Judgment ¶ 54(a).]
- (b) Special Project Expense shall consist of special engineering, economic or other studies, litigation expense, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. [Judgment ¶ 54 (b).]
- (c) General Watermaster administrative expense shall be allocated and assessed against the respective pools based upon allocations made by the Watermaster, who shall make such allocations based upon generally-accepted cost accounting methods. [Judgment ¶ 54.]
- (d) Special project expense shall be allocated to a specific pool, or any portion thereof, only upon the basis of prior express assent and finding of benefit by the appropriate Pool Committee, or pursuant to written order of the Court. [Judgment ¶ 54.]
- (e) Minimal Producers shall be exempted from payment of assessments upon filing of the Production reports referred to in Paragraph 3.2 hereof and payment of an annual five dollar (\$5.00) administrative fee with the annual Production report. [Based on Judgment ¶ 52.]
- (f) Notwithstanding the foregoing, Watermaster shall levy assessments for the 6,500 acre-feet per year as provided in section 5.1(g) of the Peace Agreement and the cost and allocation of this Supplemental Water shall be apportioned pro rata among the members of the Appropriate Pool under the Judgment according to the Producer's share of Initial Operating Safe Yield. [Peace Agreement § 5.1(g)(ii) (correcting phrasing as required by the context in the Peace Agreement).]

4.2 OBMP Assessments. Watermaster Assessments for implementation of the OBMP shall be considered a Watermaster Administrative Expense pursuant to paragraph 54 of the Judgment.

4.3 Assessment - Procedure. Assessments shall be levied and collected as follows:

- (a) Notice of Assessment. Watermaster shall give written notice of all applicable assessments to each party as provided in the Judgment not later than October 31 of each year [Judgment ¶ 55 (a).];

- (b) Payment. Each assessment shall be payable on or before thirty (30) days after the date of invoice, and shall be the primary obligation of the party or successor owning the water Production facility at the time written notice of assessment is given, even though prior arrangement for payment by others has been made in writing and filed with Watermaster [Judgment ¶ 55(b).]; and
- (c) Delinquency. Any delinquent assessment shall incur a late charge of ten (10%) percent per annum (or such greater rate as shall equal the average current cost of borrowed funds to the Watermaster) from the due date thereof. Delinquent assessments and late charge may be collected in a show-cause proceeding instituted by the Watermaster, in which case the Court may allow Watermaster's reasonable cost of collection, including attorney's fees. [Judgment ¶ 55(c).]

4.4 Assessment Adjustments. The Watermaster shall make assessment adjustments in whole or in part for assessments to any Producer as a result of erroneous Production reports or otherwise as necessary for the reporting period as either a credit or debit in the next occurring assessment package unless otherwise decided by Watermaster.

- (a) All assessments will be based on the assumption that appropriate, timely filed and pending Applications will be approved by Watermaster. If any such Applications are not approved, a supplemental assessment may be levied.
- (b) Assessment adjustments may be necessary due to overstated Production, understated Production, or errors in the assessment package discovered after the assessments have been approved.
- (c) Watermaster may cause an investigation and report to be made concerning questionable reports of Production from the Basin.
- (d) Watermaster may bring suit in a court having jurisdiction against any Producer for the collection of any delinquent assessments and interest thereon. The court, in addition to any delinquent assessments, may award interest and reasonable costs including attorney's fees.

4.5 Credits Against OBMP Assessments and Reimbursements. Watermaster shall exercise reasonable discretion in making its determination regarding credits against OBMP Assessments and reimbursements, considering the importance of the project or program to the successful completion of the OBMP, the available alternative funding sources, and the

professional engineering and design standards as may be applicable under the circumstances. However, Watermaster shall not approve such a request for reimbursement or credit against future OBMP Assessments under this section where the Producer or party to the Judgment was otherwise legally compelled to make the improvement. [Peace Agreement § 5.4 (d).]

- (a) Any party to the Judgment may make Application for credits against OBMP assessments or for reimbursement by filing a timely Application pursuant to the provisions of this section and Article X of these Rules and Regulations.
- (b) A party to the Judgment is eligible to be considered for credits or reimbursement for those documented capital, operations and maintenance expenses, including the cost of shutting down and / or relocating Groundwater Production facilities, that are reasonably incurred in the implementation of any project or program that carries out the purposes of the OBMP upon approval of the request by Watermaster. [Peace Agreement § 5.4(d).]
- (c) Any Producer that Watermaster compels to shut down and/or move a Groundwater Production facility that is in existence on August 1, 2000 shall have the right to receive a credit against future Watermaster assessments or reimbursement up to the reasonable cost of the replacement Groundwater Production facility, including the legal rate of interest on California Judgments. [Peace Agreement § 5.4 (e).]
 - (i) In its sole discretion, Watermaster may determine to issue full reimbursement upon approval of the Application or to issue a credit against future Watermaster assessments. However, in the event Watermaster elects to provide a credit in lieu of reimbursement, it must have fully compensated the Producer for the reasonable cost of the replacement Groundwater Production facility through any combination of credits and reimbursements within five years from the date of the Application, unless the Producer consents in writing to a longer period.
 - (ii) This rule shall not be construed in determining the extent of Watermaster's authority under the Judgment, if any, to compel the shut-down of a well.
- (d) The purposes of the OBMP shall be those goals set forth in the Phase I Report as implemented through the OBMP Implementation Plan in a manner consistent with the

Peace Agreement including, but not limited to, the prevention of subsidence in the Basin. [July 13, 2000 Court Order.]

- (e) An Application to Watermaster for reimbursement or a credit against OBMP Assessments shall be considered timely, if and only if, the Application has been approved by Watermaster in advance of construction or the offer by a party to dedicate the facility to carry out the goals of the OBMP. [Based on Peace Agreement § 5.4(d).]
- 4.6 Agricultural Pool Assessments and Expenses. During the term of the Peace Agreement, all Assessments and expenses of the Agricultural Pool including those of the Agricultural Pool Committee shall be paid by the Appropriative Pool. This includes but is not limited to OBMP Assessments, assessments pursuant to Paragraphs 20, 21, 22, 30, 42, 51, 53, 54 (both general administrative expenses and special project expenses), 55, and Exhibit F (Agricultural Pool Pooling Plan) of the Judgment except however in the event the total Agricultural Pool Production exceeds 414,000 acre-feet in any five consecutive year period as defined in the Judgment, the Agricultural Pool shall be responsible for its Replenishment Obligation pursuant to Paragraph 45 of the Judgment. [Peace Agreement § 5.4 (a).]
- 4.7 Replenishment Assessments. Watermaster shall levy and collect assessments in each year, pursuant to the respective pooling plans, in the amount of the Replenishment Obligation (including any Desalter Replenishment) for any pool during the preceding year. [Based on Judgment ¶ 51.]
- 4.8 Desalter Replenishment Assessments and Credits. The price of Desalted water to a purchaser of Desalted water does not include the cost of Replenishment. The source of Replenishment shall be those provided in Article VII herein and Article VII of the Peace Agreement. However, a purchaser of Desalted water may elect to obtain a reduced Assessment levied by Watermaster by dedicating by Transfer, or assignment, some or all of its Production rights to Watermaster for the purpose of satisfying Desalter Replenishment. The amount of the credit granted by Watermaster shall be equal to the value of the cost of Replenishment Water then available from the MWD as interruptible, untreated water or the then prevailing value of the avoided Replenishment Obligation, whichever is less. For purposes of determining Replenishment assessments, water Produced by the Desalters shall be considered Production by the Appropriative Pool.
- 4.9 Consistency with Peace Agreement. The procurement of Replenishment Water and the levy of Assessments shall be consistent with the provisions of section 5.4(a) of the Peace Agreement.

- 4.10 Salt Credits. Salt Credits shall be held in trust for the benefit of the individual members of the Appropriative Pool according to section 5.5 of the Peace Agreement. Watermaster shall assign each member's proportionate share of Salt Credits to the member of the Appropriative Pool upon request by the member. This rule establishes no basis for the allocation of Salt Credits. Such procedures shall be developed at the time Salt Credits become available for assignment.
- 4.11 OBMP Committee. Watermaster shall establish a subcommittee (OBMP Committee) for the purpose of coordinating fund raising efforts in furtherance of the OBMP.
- (a) The subcommittee shall hold a regularly scheduled meeting a minimum of once every quarter.
 - (b) Prior to each subcommittee meeting, Watermaster shall prepare a summary of the funds, loans or grants secured for the purpose of implementing the OBMP over the past three months and distribute any information it may possess regarding the availability of other potential funds, loans or grants.

ARTICLE V PHYSICAL SOLUTION

- 5.0 Scope. This Article generally sets forth the standards for Watermaster implementation of the Physical Solution established by the Judgment, including the application of these standards to Watermaster conduct and decisions under the Judgment, these Rules and Regulations and the OBMP.
- 5.1 Physical Solution. It is essential that this Physical Solution provide maximum flexibility and adaptability to use existing future, technological, social, institutional and economic options to maximize beneficial use of the waters of the Chino Basin. [Judgment ¶ 40.]
- 5.2 Watermaster Control. Watermaster, with the advice of the Advisory and Pool Committees, is granted discretionary powers in order to develop its OBMP. [Based on Judgment ¶ 41.]
- 5.3 Basin Management Parameters. Watermaster shall consider the following parameters in implementing the Physical Solution under Articles VI - X of these Rules and Regulations:

- (a) Pumping Patterns. Chino Basin is a common supply for all persons and agencies utilizing its waters. It is an objective in management of the Basin's waters that no Producer be deprived of access to said waters by reason of unreasonable pumping patterns, nor by regional or localized Recharge of Replenishment Water, insofar as such result may be practically avoided. [Judgment Exhibit "T".]
- (b) Water Quality. Maintenance and improvement of water quality is a prime consideration and function of management decisions by Watermaster. [Judgment Exhibit "T".]
- (c) Economic Considerations. Financial feasibility, economic impact and the cost of optimum use of the Basin's resources and the physical facilities of the parties are objectives and concerns equal in importance to water quantity and quality parameters. [Judgment Exhibit "T".]

**ARTICLE VI
SAFE YIELD AND OPERATING SAFE YIELD**

- 6.0 Scope. This Article sets forth the rules and procedures that are applicable to Watermaster's regulation, control, and management of Safe Yield and Operating Safe Yield.
- 6.1 Annual Production Right. The Annual Production Right shall be calculated by Watermaster. It shall include the Appropriative Pool's share of Initial Operating Safe Yield of the Basin including that portion of Early Transfer water made available for the Appropriative Pool by the Agricultural Pool pursuant to section 5.3(g) of the Peace Agreement and land use conversion claims pursuant to section 5.3(h) of the Peace Agreement, and any New Yield as provisional Safe Yield.
 - (a) Pursuant to the Judgment and to implement the Physical Solution, Watermaster may adjust the Annual Production Right .
 - (b) The success of Recharge projects, basin management efforts and changing land use conditions, among other factors, may indicate that enhanced yield in excess of the Safe Yield is available for extraction without causing Material Physical Injury to any party to the Judgment or the Basin.

6.2 New Yield. The Judgment provides that Safe Yield may need to be periodically adjusted based on more accurate and updated data and based on evidence of increased capture of native water and increased return flow from use of Replenishment or Stored Water. Safe Yield can only be re-determined periodically when long-term data or evidence is developed in support thereof. In order to encourage maximization of Basin Water under the Physical Solution, New Yield should be treated as a provisional increase in Safe Yield in the interim between periodic re-determinations of Safe Yield. The Judgment limits the quantity of that portion of Operating Safe Yield which is comprised of Watermaster authorized controlled overdraft of the Basin to 200,000 acre-feet total and 10,000 acre-feet in any given year. New Yield is not controlled overdraft. Accordingly, it shall not be subject to these limitations.

- (a) Proven increases in yield in quantities greater than the historical level of contribution from certain Recharge sources may result from changed conditions including, but not limited to, the increased capture of rising water, increased capture of available storm flow, and other management activities. These increases are considered New Yield.
- (b) To the extent the New Yield arises from conditions, programs or projects implemented and operational after July 1, 2000, it is available for allocation by Watermaster as a component of the Annual Production Right for each member of the Appropriative Pool.
- (c) As part of the documentation for the assessments and annual report for each year, Watermaster will provide a summary and analysis of the historical recharge and whether there are changed conditions that have resulted in a quantity of New Yield.
- (d) Pursuant to the Peace Agreement, any New Yield shall first be assigned to offsetting Desalter Replenishment Obligations in the immediately following year and as reasonably required to satisfy expected future Replenishment Obligations arising from the Desalter. If there is water in the Watermaster Desalter Replenishment Account to satisfy the Desalter Replenishment Obligation for the year, the New Yield shall be made available to the Appropriative Pool to satisfy a Replenishment Obligation consistent with section 6.3(c) herein.
- (e) New Yield is expected to result from a variety of conditions, including but not limited to enhanced Basin management, increased stormwater Recharge, induced Recharge from operation of the Desalters, injection, and changes in land use patterns. Watermaster has established an initial baseline quantity of stormflow Recharged in

the Basin under historical conditions in the amount of 5,600 acre-feet per year. Any party to the Judgment may request Watermaster to re-examine this initial estimate of the baseline quantity and to adjust the quantity in accordance with best available technology and substantial evidence.

- (f) Nothing in this Section 6.2 shall be construed as over-riding the limitations contained in Paragraph 44 of the Judgment.

6.3 Accounting of Unallocated Agricultural Portion of Safe Yield.

- (a) In each year, the 82,800 acre-feet being that portion of the Safe Yield made available to the Agricultural Pool under the Judgment, shall be made available:
 - (i) To the Agricultural Pool to satisfy all demands for overlying Agricultural Pool lands;
 - (ii) To land use conversions that were completed prior to October 1, 2000;
 - (iii) To land use conversions that have been completed after October 1, 2000; and
 - (iv) To the Early Transfer of 32,800 acre-feet from the Agricultural Pool to the Appropriative Pool in accordance with their pro-rata share of Initial Operating Safe Yield.
- (b) In the event actual Production by the Agricultural Pool exceeds 414,000 acre-feet in any five years, the Agricultural Pool shall procure sufficient quantities of Replenishment Water to satisfy over-Production obligations, whatever they may be.
- (c) In the event actual Production from the Agricultural Pool does not exceed 82,800 acre-feet in any one year or 414,000 acre-feet in any five years but total Production from all the uses set forth in section 6.3(a) above, exceeds 82,800 acre-feet in any year, the members of the Appropriative Pool shall procure sufficient quantities of Replenishment Water to satisfy over-Production obligations, whatever they may be. The cost of the Replenishment Water, if any, shall be borne by the Appropriators as follows:
 - (i) For Fiscal Years 2001-2002 through Fiscal Year 2005-2006, the cost of Replenishment Water shall be borne by Appropriators in accordance with

their proportionate share of Initial Operating Safe Yield. Thereafter, the Appropriative Pool shall reconsider its method for apportioning the cost of Replenishment Water, if any; and

- (ii) Notwithstanding 6.3(c)(i) *if* the sum of the actual Production from the Agricultural Pool, plus the 32,800 acre feet from the Early Transfer, plus the land use conversions, exceeds the sum of 82,800 acre-feet plus any New Yield not dedicated to Desalter Replenishment pursuant to section 7.4(b) herein by more than 10,000 acre-feet in any Fiscal Year after 2003-2004, the Appropriative Pool shall establish the basis for apportioning the cost of Replenishment Water, if any. Therefore, the Appropriative Pool's reconsideration of the method of allocating the cost of the Replenishment Water attributable to this section may occur earlier than 2006-2007. Watermaster's allocation of Replenishment Obligations pursuant to Section 6.3(c)(i) shall not prejudice a member of the Appropriative Pool from requesting another method of allocation under the last sentence of 6.3(c)(i) above, or this section 6.3(c)(ii) on the basis of benefits received.

6.4 Conversion Claims. The following procedures may be utilized by any Appropriator:

- (a) Record of Unconverted Agricultural Acreage Watermaster shall maintain on an ongoing basis a record, with appropriate related maps, of all agricultural acreage within the Chino Basin subject to being converted to appropriative water use pursuant to the provisions of this subparagraph.
- (b) Record of Water Service Conversion. Any Appropriator who undertakes to permanently provide water service to any portion of a legal parcel subject to conversion shall report such change to Watermaster. Watermaster shall ensure that when a partial conversion occurs, that the water use on the acreage is properly metered. For all or any portion of the legal parcel that is proposed for conversion, Watermaster shall thereupon verify such change in water service and shall maintain a record and account for each Appropriator of the total acreage involved. Should, at any time, all or any portion of the converted acreage return to agricultural overlying use, Watermaster shall return such acreage that returns to agricultural use to unconverted status and correspondingly reduce or eliminate any allocation accorded to the Appropriator involved.

ARTICLE VII

RECHARGE

7.0 Scope. This Article sets forth the standards that are applicable to Watermaster's review of Recharge actions by all persons that may be subject to the Judgment as well as Watermaster's efforts to administer, direct, and arrange for Recharge in accordance with the Judgment.

7.1 In General.

- (a) Watermaster shall administer, direct and arrange for the Recharge of all water in a manner pursuant to the Judgment, the Peace Agreement and the OBMP; and in a manner that causes no Material Physical Injury to any party to the Judgment or the Chino Basin. Nothing herein shall be construed as committing a Party to provide Supplemental Water upon terms and conditions that are not deemed acceptable to that party. This means that no party to the Judgment shall be individually and independently obligated to purchase or acquire Supplemental Water on behalf of another party to the Judgment. [Peace Agreement § 5.1(e).] Applications to engage in Recharge activities shall be processed in accordance with the provisions of Article X using the forms provided by Watermaster attached hereto as Appendix 1.
- (b) Watermaster shall exercise its Best Efforts to:
 - (i) Protect and enhance the Safe Yield of the Chino Basin through Replenishment and Recharge [Peace Agreement § 5.1(e).];
 - (ii) Ensure there is sufficient Recharge capacity for Recharge water to meet the goals of the OBMP and the future water supply needs within the Chino Basin [Peace Agreement § 5.1(e).];
 - (iii) Evaluate the longterm hydrologic balance within all areas and subareas of the Chino Basin;
 - (iv) Make its initial report on the then existing state of hydrologic balance by July 1, 2003, including any recommendations on Recharge actions which may be necessary under the OBMP. Thereafter Watermaster shall make written reports on the long term hydrologic balance in the Chino Basin every two years;

- (v) Use and consider the information provided in the reports under (iv) above, when modifying or updating the Recharge Master Plan and in implementing the OBMP;
- (vi) Evaluate the potential or threat for any Material Physical Injury to any party to the Judgment or the Chino Basin, including, but not limited to, any Material Physical Injury that may result from any Transfer of water in storage or water rights which is proposed in place of physical Recharge of water to Chino Basin in accordance with the provisions of section 5.3 of the Peace Agreement [Peace Agreement § 5.1(e).];
- (vii) Cooperate with owners of existing Recharge facilities to expand/improve/preserve Recharge facilities identified in the Recharge Master Plan; arrange for the construction of the works and facilities necessary to implement the quantities of Recharge identified in the OBMP Implementation Plan [Peace Agreement § 5.1(e)(ix)] and cooperate with appropriate entities to construct and operate the new Recharge facilities that are identified in the Recharge Master Plan;
- (viii) Ensure that its Recharge efforts under the Recharge Master Plan are consistent with the Judgment, and the Peace Agreement;
- (ix) Establish and periodically update criteria for the use of water from different sources for Replenishment purposes [Peace Agreement § 5.1(e)(v).];
- (x) Ensure a proper accounting of all sources of Recharge to the Chino Basin [Peace Agreement § 5.1(e)(vi).];
- (xi) Recharge the Chino Basin with water in any area where Groundwater levels have declined to such an extent that there is an imminent threat of Material Physical Injury to any party to the Judgment or the Basin [Peace Agreement § 5.1(e)(vii).];
- (xii) Maintain long-term hydrologic balance between total Recharge and discharge within all areas and sub-areas [Peace Agreement § 5.1(e)(viii).]; and

- (xiii) Use water of the lowest cost and the highest quality, giving preference as far as possible to the augmentation and the Recharge of native storm water. [Peace Agreement § 5.1(f).]
- (c) Table 1 to the OBMP Implementation Plan shall serve as the Watermaster Recharge Master Plan unless and until amended by Watermaster. Watermaster will evaluate whether any modifications to the Recharge Master Plan shall be required on or before July 1, 2001. Thereafter, Watermaster will update the Recharge Master Plan, in a manner consistent with the Peace Agreement, a minimum of every five years thereafter or earlier if warranted because of changed conditions.
- (d) Watermaster shall not own Recharge projects, including but not limited to spreading grounds, injection wells, or diversion works. [Peace Agreement § 5.1(h).]
- (e) Watermaster may own and hold water rights in trust for the benefit of the parties to the Judgment. Subject to this exception, Watermaster shall not own land or interests in real property. [Peace Agreement § 5.1(h).] Watermaster shall obtain Court approval prior to acquiring any water rights in trust for the benefit of the parties to the Judgment. In addition, Watermaster shall conform all existing permits to ensure that title is held in trust for the benefit of the parties to the Judgment.
- (f) Watermaster shall arrange, facilitate and provide for Recharge by entering into contracts with appropriate persons, which may provide facilities and operations for physical Recharge of water as required by the Judgment and the Peace Agreement, or pursuant to the OBMP. Any such contracts shall include appropriate terms and conditions, including terms for the location and payment of costs necessary for the operation and maintenance of facilities, if any. [Peace Agreement § 5.1(h).]
- (g) Watermaster shall provide an annual accounting of the amount of Recharge and the location of the specific types of Recharge. [Peace Agreement § 5.1(j).]

7.2 Recharge of Supplemental Water. All Recharge of the Chino Basin with Supplemental Water shall be subject to Watermaster approval obtained by Application made to Watermaster in accordance with provisions of Article X. [Peace Agreement § 5.1 (a).] In reviewing any such Application, Watermaster shall comply with the following.

- (a) Watermaster will ensure that any person may make Application to Watermaster to Recharge the Chino Basin with Supplemental Water pursuant to Article X, including

the exercise of the right to offer to sell In-Lieu Recharge Water to Watermaster as provided in the Judgment and the Peace Agreement in a manner that is consistent with the OBMP and the law. [Peace Agreement § 5.1 (b).]

- (b) Watermaster shall not approve an Application by any party to the Judgment under Article X if it is inconsistent with the terms of the Peace Agreement, or will cause any Material Physical Injury to any party to the Judgment or the Basin. [Peace Agreement § 5.1 (b).]
- (c) Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the Recharge of Supplemental Water shall be fully and reasonably mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and reasonably mitigated, the request for Recharge of Supplemental Water must be denied. [Peace Agreement § 5.1 (b).]

7.3 Sources of Replenishment Water. Supplemental Water may be obtained by Watermaster from any available source. Watermaster shall, however, seek to obtain the best available quality of Supplemental Water at the most reasonable cost for recharge in the Basin. It is anticipated that Supplemental Water for Replenishment of Chino Basin may be available at different rates to the various pools to meet their Replenishment Obligations. If such is the case, each pool will be assessed only that amount necessary for the cost of Replenishment Water to that pool, at the rate available to the pool, to meet its Replenishment Obligation. In this connection, available resources may include, but are not limited to:

- (a) Maximum beneficial use of Recycled Water, which shall be given a high priority by Watermaster [Judgment ¶ 49(a).];
- (b) State Project Water subject to applicable service provisions of the State's water service contracts [Judgment ¶ 49(b).];
- (c) Local Imported Water through facilities and methods for importation of surface and Groundwater supplies from adjacent basins and watersheds [Judgment ¶ 49(c).]; and
- (d) Available supplies of Metropolitan Water District water from its Colorado River Aqueduct. [Judgment ¶ 49(d).]

- 7.4 Sources of Desalter Replenishment Water. Notwithstanding the provisions of section 7.3 above, replenishment for the Desalters shall be provided from the following sources in the following order of priority [Peace Agreement § 7.5.]:
- (a) Dedications by purchasers of Desalted water through Transfer or assignment, some or all of their Production rights to Watermaster for the purpose of satisfying Desalter replenishment. Such dedications shall result in a reduction in replenishment assessments as provided in section 4.8 of these Rules and Regulations.
 - (b) Watermaster Desalter replenishment account composed of 25,000 acre-feet of water abandoned by Kaiser Ventures pursuant to the "Salt Offset Agreement" dated October 21, 1993, between Kaiser Ventures and the RWQCB, and other water previously dedicated by the Appropriative Pool.
 - (c) New Yield that may be made available to Watermaster through a combination of management programs, actions or facilities. On an annual basis, and beginning on July 1, 2003, Watermaster will credit the Desalter's replenishment account with any New Yield it determines has been developed after June 1, 2000;
 - (d) Safe Yield of the Basin; and
 - (e) Additional Replenishment Water purchased by Watermaster the costs of which shall be levied as an assessment by Watermaster.
- 7.5 Method of Replenishment. Watermaster may accomplish Replenishment by any reasonable method, including spreading and percolation, injection of water into existing or new facilities, in-lieu procedures and acquisition of unproduced water from members of the Non-Agricultural and Appropriative Pools. [Judgment ¶ 50.]
- 7.6 Accumulations. In order to minimize fluctuations in assessment and to give Watermaster flexibility in the purchase and spreading of Replenishment Water, Watermaster may make reasonable accumulations of Replenishment Water assessment proceeds. Interest earned on such retained funds shall be added to the account of the pool from which the funds were collected and shall be applied only to the purchase of Replenishment Water. [Judgment ¶ 56.]
- 7.7 In-Lieu and Other Negotiated Procedures. To the extent good management practices dictate that recharge of the Basin be accomplished by taking surface supplies of Supplemental Water in lieu of Groundwater otherwise subject to Production as an allocated share of Operating

Safe Yield, the following in-lieu procedures or other additional procedures as may be negotiated by Watermaster and approved by the Watermaster Advisory Committee shall prevail [Judgment Exhibit "H" ¶ 11.]:

- (a) Designation of In-Lieu Areas. In-lieu areas may be designated by order of Watermaster upon recommendation or approval of the Watermaster Advisory Committee. Watermaster has previously designated the entire Chino Basin as an in-lieu area. In-lieu areas may be enlarged, reduced or eliminated by subsequent order; provided, however, that designation of an in-lieu area shall be for a minimum fixed term sufficient to justify necessary capital investment. However, should in-lieu Area No. 1, which has been established by the Court, be reduced or eliminated, it shall require prior order of the Court.

- (b) Method of Operation. Any member of the Appropriative Pool Producing water within a designated in-lieu area who is willing to abstain for any reason from Producing any portion of its share of Operating Safe Yield in any year, may offer such unpumped water to Watermaster on a form to be provided therefor. In such event, Watermaster shall purchase said water in place, in lieu of spreading Replenishment Water, which may be otherwise required to make up for over Production. The purchase price for in-lieu water shall be the lesser of:
 - (i) Watermaster's current cost of Replenishment Water, plus the cost of spreading; or
 - (ii) The cost of supplemental surface supplies to the Appropriator, less
 - a) said Appropriator's average cost of Groundwater Production, and
 - b) the applicable Production assessment where the water is Produced.

ARTICLE VIII STORAGE

8.0 Scope. This Article sets forth Watermaster's obligations and responsibilities regarding the management, regulation and control of storage within the Basin.

8.1 In General.

- (a) Watermaster Control. A substantial amount of available Groundwater storage capacity exists in the Basin that is not used for storage or regulation of Basin Waters. It is essential that the use of storage capacity of the Basin be undertaken only under Watermaster control and regulation so as to protect the integrity of the Basin. Watermaster will exercise regulation and control of storage primarily through the execution of Groundwater Storage Agreements. [Judgment ¶ 11.]
- (b) Categories of Groundwater Storage Agreements. There are different categories of storage and different types of Groundwater Storage agreements. Only those Groundwater Storage agreements defined as “Qualifying Storage agreements” require *new* Watermaster approval. The agreements identified in section 8.1 (f)(iii) herein do not require new Watermaster approval. Qualifying Storage agreements will be processed by Watermaster in accordance with the forms provided by Watermaster and attached hereto as Appendix 1.
- (c) Court Notification and Approval. Before it is effective, any Storage and Recovery Agreement entered into pursuant to a Storage and Recovery Program shall first receive Court Approval. With respect to all other Groundwater Storage Agreements, Watermaster shall notify the Court after approval.
- (d) Relationship Between Recapture and Storage. Recapture of water held in a storage account will generally be approved by Watermaster as a component of and coincident with a Groundwater Storage Agreement for Qualifying Storage. However, an Applicant for Qualifying Storage may request, and Watermaster may approve, a Groundwater Storage Agreement where the plan for recovery is not yet known. In such cases, the Applicant may request Watermaster approval of the Qualifying Storage only and subsequently submit and process an independent Application for Recapture under the provisions of Article X.
- (e) Storage of Safe Yield as Carry-Over Water. Any member of the Appropriative Pool or member of the Non-Agricultural Pool who Produces less than its assigned share of Operating Safe Yield or Safe Yield, respectively, may carry such unexercised right forward for exercise in subsequent years. Watermaster shall be required to keep an accounting of Carry-Over Water in connection with said Carry-Over Rights. The first water Produced in any subsequent year, shall be deemed to be in exercise of that Carry-Over Right. If the aggregate remaining Carry-Over Water available to any

member of the Appropriative Pool, or member of the Non-Agricultural Pool with Safe Yield, in a given year exceeds its share of Initial Operating Safe Yield after its demands are met, such Producer shall, as a condition of preserving such Excess Carry-Over Water execute a Local Storage Agreement with Watermaster. A member of the Appropriative Pool shall have the option to pay the gross assessment applicable to said Carry-Over Right in the year in which it occurred. [Judgment Exhibit "G," and Exhibit "H" ¶ 12.]

- (f) Storage of Supplemental Water. The rules and procedures for the storage of Supplemental Water are set forth as follows.
- (i) Supplemental Water. Each party, its officers, agents, employees, successors, and assigns, has been enjoined and restrained from storing Supplemental Water in Chino Basin for withdrawal, or causing withdrawal of water stored, except pursuant to the terms of a Groundwater Storage Agreement with Watermaster. Any Supplemental Water recharged by any person within Chino Basin, except pursuant to these Rules and Regulations and a Groundwater Storage Agreement, is deemed abandoned and shall not be considered Stored Water. [Judgment ¶ 14.]
- (ii) Application for Storage of Supplemental Water. Watermaster will ensure that any person, including but not limited to the State of California and the Department of Water Resources may make Application to Watermaster to store and Recover water from the Chino Basin as provided herein in a manner that is consistent with the OBMP and the law. Watermaster shall not approve an Application to store and Recover water if it is inconsistent with the terms of the Peace Agreement or will cause any Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the storage and Recovery of water shall be reasonably and fully mitigated as a condition of approval. In the event the Material Physical Injury cannot be mitigated, the request for storage and Recovery must be denied. [Peace Agreement § 5.2 (a) (iii).] Applications for the storage of Supplemental Water shall be processed in accordance with the provisions of Article X.
- (iii) Pre-existing Groundwater Storage Agreements. In accordance with the Peace Agreement, pre-existing Groundwater Storage Agreements are preserved and protected as follows:

- a) Any Local Storage Agreement that would have expired pursuant to its terms on or before July 1, 2000 and which is determined to have water in storage account is preserved and extended by these Rules and Regulations until July 1, 2005 subject to the limitations set forth in these Rules and Regulations; and
 - b) In addition, a Producer that has a Local Storage Agreement for Supplemental Water that will expire after July 1, 2000 pursuant to its terms and that has Supplemental Water in a storage account as of its original date of termination date, shall be preserved and extended by these Rules and Regulations to July 1, 2005. The extension shall only be valid for that quantity of Supplemental Water that is then in the storage account at the end of the term set forth in the Local Storage Agreement.
- (iv) Quantification of Supplemental Water Held in Local Storage on July 1, 2000.
- a) Quantification of Groundwater Held in Local Storage. Upon the request of any Producer, Watermaster shall quantify the amount of Groundwater held in Local Storage by that Producer. Groundwater held in Local Storage by a party to the Judgment, the majority of whose stock is owned by another party to the Judgment, may be treated as the Stored Water of the majority shareholder for purposes of quantification of the amount of such Groundwater as Supplemental Water under this section 8.1(f)(iv) only.
 - b) Procedure for Quantification. On or before May 1, 2001, any party may submit a request to Watermaster for the quantification of water held in Local Storage as Supplemental Water. Watermaster shall evaluate pursuant to d) below all written requests filed by any Producer and shall make its determination regarding each request on or before May 31, 2001. Watermaster shall provide a minimum of thirty (30) days advance written notice to all parties of the date to submit requests. Watermaster shall consider all written requests concurrently.
 - c) Limitations. Watermaster's quantification of Groundwater in Local Storage as of July 1, 2000 as Supplemental Water and Supplemental

Water held in Local Storage as provided in section 8.1(f)(iii) above shall not be subject to the 50,000 acre-foot limitation on Supplemental Water held in Local Storage set forth in the Peace Agreement, section 5.2(b)(iv)(1) and these Rules and Regulations. However, all other Supplemental Water held in a Local Storage Account not quantified as such by Watermaster by May 31, 2001 shall be conclusively presumed to be Basin Water. While a party that obtains a quantification of Supplemental Water pursuant to this section is exempt from the 50,000 acre-foot limitation on the cumulative quantity of Supplemental Water that may be held in Local Storage, the exemption is limited. First, a party that obtains a Watermaster determination that quantifies some quantity of Groundwater as Supplemental Water pursuant to this Section shall not be entitled to replace the Supplemental Water Produced from Local Storage with new Supplemental Water without regard to the 50,000 acre-foot limitation on Local Storage of Supplemental Water. This means that the 50,000 acre-foot limitation applies to all Supplemental Water that is physically Recharged and stored in the Basin under a Local Storage Agreement after July 1, 2000. A Producer shall not have the right to replace the Groundwater quantified as Supplemental Water under this Section with other Supplemental Water following its initial Transfer or Recapture from Local Storage. Second, the recovery of the Supplemental Water stored under this provision by any Producer shall not cause Material Physical Injury to any party to the Judgment or the Basin.

d) Calculation. For users of Supplemental Water, the quantity of Supplemental Water held by a Producer in Local Storage as of July 1, 2000 is deemed to be the lesser of:

- 1) the quantity of water held by the Producer in Local Storage ;
or
- 2) the quantity of Supplemental Water used by the Producer prior to July 1, 2000.

(g) Rules and Procedures in General

- (i) Any person desiring to store Supplemental Water in the Basin shall make appropriate Application therefor with the Watermaster pursuant to the provisions of this Article and Article X. Supplemental Water stored or Recharged in the Basin, except pursuant to a Groundwater Storage Agreement with Watermaster, shall be deemed abandoned and not classified as Stored Water. [Judgment ¶ 14.]
- (ii) Guidelines and Criteria. Any person, whether a party to the Judgment or not, may make reasonable beneficial use of the available groundwater storage capacity of Chino Basin for storage of Water pursuant to written agreement with the Watermaster as provided herein. [Judgment ¶12.]
- (iii) In the allocation of storage capacity, the needs and requirements of lands overlying Chino Basin and the owners of rights in the Safe Yield or Operating Safe Yield of the Basin shall have priority and preference over storage for export. [Judgment ¶12.]
- (iv) It is an objective in management of the Basin's waters that no Producer shall be deprived of access to the Basin's waters by reason of unreasonable pumping patterns, nor by regional or localized Recharge of Replenishment Water, insofar as such result may be practically avoided. [Judgment Exhibit "T" ¶ 1(a).]
- (v) Maintenance and improvement of water quality shall be given prime consideration. [Judgment Exhibit "T" ¶ 1(b).]
- (vi) Financial feasibility, economic impact and the cost and optimum utilization of the Basin's resources and the physical facilities of the parties to the Judgment shall be considered equal in importance to water quantity and quality parameters. [Judgment Exhibit "T" ¶ 1(c).]
- (h) Contents of Groundwater Storage Agreements. Each Groundwater Storage Agreement shall include but not be limited to the following components [Judgment Exhibit "T" ¶ 3.]:
 - (i) The quantities and the term of the storage right, which shall specifically exclude credit for any return flows;

- (ii) A statement of the priorities of the storage right as against overlying, Safe Yield uses, and other storage rights;
 - (iii) The delivery rates, together with schedules and procedures for spreading, injection or in-lieu deliveries of Supplemental Water for direct use;
 - (iv) The calculation of storage water losses and annual accounting for water in storage; and
 - (v) The establishment and administration of withdrawal schedules, locations and methods.
- (i) Accounting. Watermaster shall calculate additions, extractions and losses of all Stored Water in Chino Basin, and any losses of water supplies or Safe Yield of Chino Basin resulting from such Stored Water, and keep and maintain for public record, an annual accounting thereof. [Judgment ¶ 29.]
 - (j) No Material Physical Injury. Watermaster will ensure that any party to the Judgment may Recapture water in a manner consistent with the Peace Agreement, the OBMP, the Judgment and these Rules and Regulations. Watermaster shall not approve a Recapture plan if it is inconsistent with the terms of Peace Agreement or will cause Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the Recapture of water by any person shall be fully and reasonably mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and reasonably mitigated, the request for Recapture must be denied.

8.2 Local Storage: Special Considerations. Under a Local Storage Agreement with Watermaster, every party to the Judgment shall be permitted to store its Excess Carry-Over Water and Supplemental Water in the Chino Basin according to the following provisions:

- (a) Until July 1, 2005, Watermaster shall ensure that: (a) the quantity of water actually held in local storage under a Local Storage Agreement with Watermaster is confirmed and protected and (b) each party to the Judgment shall have the right to store its Excess Carry-Over Water. Thereafter, a party to the Judgment may continue to Produce the actual quantity of Excess Carry-Over Water and Supplemental Water held in its storage account, subject only to the loss provisions set forth herein. This means a party to the Judgment may increase the total volume of Excess Carry-Over

Water it holds pursuant to a Local Storage Agreement until July 1, 2005 without regard to the 50,000 acre-foot limitation on Local Storage of Supplemental Water. All Producers with a Local Storage Agreement shall be deemed to have received an extension of the applicable term in each of their respective Local Storage Agreements as provided in section 8.1(f)(iii)(a-b) above. However, such extensions shall be subject to the limitations set forth herein; e.g. the requirement that Local Storage does not cause Material Physical Injury, and the 50,000 acre-foot limitation on the cumulative total of Supplemental Water that may be placed in Local Storage after July 1, 2000. However, a Producer that obtains a determination regarding a request for classification of some quantity of Groundwater as Supplemental Water pursuant to section 8.1 above, shall also be deemed to have received an extension of their Local Storage Agreement until July 1, 2005, but only for that Supplemental Water actually stored in the Basin as of July 1, 2000. A Producer shall not have the right to replace the Groundwater classified as Supplemental Water pursuant to section 8.1 with other Supplemental Water following its initial Production from Local Storage without regard to the 50,000 acre-foot limitation.

- (b) Until July 1, 2005 or for such additional period as Watermaster, in its discretion, may establish, any party to the Judgment may make Application to Watermaster for a Local Storage Agreement pursuant to the provisions of this Article and Article X, whereby it may store Supplemental Water in the Chino Basin. [Peace Agreement § 5.2(b)(ii).]
- (c) In accordance with Article X, Watermaster shall provide written notice to all interested parties of the proposed Local Storage Agreement prior to approving the agreement.
- (d) Watermaster shall approve the storage of Supplemental Water under a Local Storage Agreement so long as: (1) the total quantity of Supplemental Water authorized to be held in Local Storage under all then-existing Local Storage Agreements, other than amounts classified as Supplemental Water under the procedure set forth in section 8.1 above, for all parties to the Judgment does not exceed the cumulative total of 50,000 acre-feet; (2) the party to the Judgment making the request provides their own Recharge facilities for the purpose of placing the Supplemental Water into Local Storage; (3) the agreement will not result in any Material Physical Injury to any party to the Judgment or the Basin. Watermaster may approve a proposed agreement with conditions that mitigate any threatened or potential Material Physical Injury. [Peace Agreement § 5.2(b)(iv).]

- (e) There shall be a rebuttable presumption that the Local Storage Agreement for Supplemental Water does not result in Material Physical Injury to a party to the Judgment or the Basin. [Peace Agreement § 5.2(b)(v).]
- (f) In the event more than one party to the Judgment submits a request for an agreement to store Supplemental Water pursuant to a Local Storage Agreement, Watermaster shall give priority to the first party to file a bona fide written request which shall include the name of the party to the Judgment, the source, quantity and quality of the Supplemental Water, an identification of the party to the Judgment's access to or ownership of the Recharge facilities, the duration of the Local Storage and any other information Watermaster shall reasonably request. Watermaster shall not grant any person the right to store more than the then-existing amount of available Local Storage. The amount of Local Storage available for the storage of Supplemental Water shall be determined by subtracting the previously approved and allocated quantity of storage capacity for Supplemental Water from the cumulative maximum of 50,000 acre-feet. [Peace Agreement § 5.2(b)(vii).] This means Watermaster shall not approve requests for the storage of Supplemental Water in excess of the cumulative total of 50,000 acre-feet limitation. Priorities among the parties to the Judgment shall be on the basis that the completed Applications filed first in time under the provisions of Article X shall have a priority in right up to the amount of the quantity approved by Watermaster.
- (g) Any Producer that does not have a Local Storage Agreement extended by the terms of section 8.1 above, may file an Application with Watermaster for a Local Storage Agreement to place Excess Carry Over Water in a Local Storage account. The Excess Carry-Over Water may be held in Local Storage without regard to the 50,000 acre-feet cumulative limitation on Supplemental Water until October 1, 2005. Thereafter, or at such later date that Watermaster may, in its discretion, establish, Producers shall obtain a Local Storage Agreement with Watermaster to store Excess Carry-Water in a Local Storage Account.
- (h) After October 1, 2005, Watermaster shall have discretion to place reasonable limits on the further accrual of Excess Carry-Over Water and Supplemental Water in Local Storage. However, Watermaster shall not limit the accrual of Excess Carry-Over Water for Fontana Union Mutual Water Company and Cucamonga County Water District when accruing Excess Carry-Over Water in Local Storage pursuant to the *Settlement Agreement Among Fontana Union Water Company, Kaiser Steel Resources Inc., San Gabriel Valley Water Company and Cucamonga County Water*

Districts dated February 7, 1992, to a quantity less than 25,000 acre-feet for the term of the Peace Agreement. [Peace Agreement § 5.2(b)(x).]

- (i) Watermaster shall evaluate the need for limits on water held in Local Storage to determine whether the accrual of additional Local Storage by the parties to the Judgment should be conditioned, curtailed or prohibited if it is necessary to provide priority for the use of storage capacity for those Storage and Recovery Programs that provide broad mutual benefits to the parties to the Judgment as provided in this paragraph and section 5.2(c) of the Peace Agreement. [Peace Agreement § 5.2(b)(xi).]
- (j) Watermaster shall set the annual rate of loss from Local Storage for parties to the Judgment at zero until October 1, 2005. Thereafter the rate of loss from Local Storage for parties to the Judgment will be 2% until recalculated based upon the best available scientific information. Watermaster may, at its sole discretion, set the rate of loss from storage for parties who are not parties to the Judgment. Losses shall be deducted annually from the storage accounts. [Peace Agreement § 5.2(b)(xii).]
- (k) Watermaster shall allow water held in storage to be Transferred pursuant to the provisions of section 5.3 of the Peace Agreement as provided in Article X. Storage capacity is not Transferable. [Peace Agreement § 5.2(b)(xiii).]
- (l) Monetary payment shall not be accepted as a form of mitigation for Material Physical Injury where the injury is not confined to a specific party or parties. Where the Material Physical Injury is confined to a specific party or parties, monetary payment may be accepted as a form of mitigation, if acceptable to the affected party or parties.
- (m) Applicants for Local Storage of Supplemental Water agreements shall submit such Application prior to initiation of the placement of the Supplemental Water into storage except as provided in sections 8.1 and 8.2 above.
- (n) Any Supplemental Water stored or recharged in the Basin, except pursuant to a Local Storage Agreement for Supplemental Water with Watermaster, shall be deemed abandoned and not classified as Stored Water. [Judgment ¶ 14.]

8.3 Groundwater Storage and Recovery Program; Special Considerations. The parties, through Watermaster, may initiate a regional Storage and Recovery (sometimes called “conjunctive

use”) Program, for the mutual benefit of the Appropriators and the Non-Agricultural Pool in the Chino Basin according to the following provisions:

- (a) Watermaster will ensure that no person shall store water in, and recover water from the Basin, other than pursuant to a Local Storage Agreement, without a Storage and Recovery agreement with Watermaster [Peace Agreement § 5.2(c)(i).];
- (b) A proposed Applicant for a Storage and Recovery Program must submit the information set forth in Article X to Watermaster prior to Watermaster’s consideration of an Application for a Storage and Recovery agreement;
- (c) As a precondition of any project, program or contract regarding the use of Basin storage capacity pursuant to a Storage and Recovery Program, Watermaster shall first request proposals from qualified persons [Peace Agreement § 5.2(c)(iii).];
- (d) Watermaster shall be guided by the following criteria in evaluating any request to store and recover water from the Basin by a party to the Judgment or any person under a Storage and Recovery Program.
 - (i) The initial target for the cumulative quantity of water held in storage is 500,000 acre-feet in addition to the existing storage accounts. The 500,000 acre-feet target may be comprised of any combination of participants and is in excess of up to an additional 50,000 acre-feet of Supplemental Water and Excess Carry-Over Rights that may be stored under Local Storage Agreements.
 - (ii) Watermaster shall prioritize its efforts to regulate and condition the storage and recovery of water developed in a Storage and Recovery Program for the mutual benefit of the parties to the Judgment and give first priority to Storage and Recovery Programs that provide broad mutual benefits.
[Peace Agreement § 5.2(c)(iv).];
- (e) The members of the Appropriative Pool and the Non-Agricultural Pool shall be exclusively entitled to the compensation paid for a Storage and Recovery Program irrespective of whether it be in the form of money, revenues, credits, proceeds, programs, facilities, or other contributions (collectively “compensation”) with the benefits of such compensation to be spread as broadly as possible as directed by the Non-Agricultural and the Appropriative Pools [Peace Agreement § 5.2(c)(v).];

- (f) The compensation received from the use of available storage capacity under a Storage and Recovery Program, may be used to offset the Watermaster's cost of operation, to reduce any assessments on the parties to the Judgment within the Appropriative and Non-Agricultural Pools, and to defray the costs of capital projects as may be requested by the members of the Non-Agricultural Pools and the Appropriative Pool [Peace Agreement § 5.2(c)(vi).];
- (g) Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by storage and recovery of water, whether Local Storage and recovery or pursuant to a Storage and Recovery Program, shall be reasonably and fully mitigated as a condition of approval [Peace Agreement §§ 5.2(a)(iii) and 5.2(c)(viii) (labeled "(xiii)").];
- (h) Watermaster reserves discretion to negotiate appropriate terms and conditions or to deny any request to enter into a Storage and Recovery Program Agreement. With respect to persons who are not parties to the Judgment, Watermaster reserves complete discretion to ensure that maximum compensation, as defined in section (e) above, is received. Watermaster shall base any decision to approve or disapprove any proposed Storage and Recovery Program Agreement upon the record as provided in Article X. However, it may not approve a proposed Storage and Recovery Program Agreement unless it has first imposed conditions to reasonably and fully mitigate any threatened or potential Material Physical Injury [Peace Agreement § 5.2(c)(ix).];
- (i) Any party to the Judgment may seek review of the Watermaster's decision regarding a Storage and Recovery Program Agreement as provided in Article X;
- (j) Nothing herein shall be construed as prohibiting the export of Supplemental Water stored under a Storage and Recovery Program and pursuant to a Storage and Recovery Agreement. This means that these Rules and Regulations should not be construed as placing any limitation on the export of Supplemental Water other than as may be provided in the Judgment, except as may be necessary as a condition to prevent Material Physical Injury; and
- (k) The Parties shall indemnify and defend the State of California and the members of the Agricultural Pool against any lawsuit or administrative proceedings, without limitation, arising from Watermaster's adoption, approval, management, or implementation of a Storage and Recovery Program.

8.4 Recapture.

- (a) All Recapture of water held in a storage account under a Groundwater Storage Agreement shall be subject to the requirement that the Recovery of the water not result in Material Physical Injury to a party to the Judgment or the Basin.
- (b) Recapture of water held in a Local Storage Account that pre-exists the adoption of these Rules and Regulations and that was extended by Watermaster in accordance with Article V of the Peace Agreement and these Rules and Regulations until July 1, 2005, shall be in accordance with the provisions of the plan for Recapture previously approved by Watermaster. Any amendments to an approved Recapture plan shall require additional Watermaster's approval under the provisions of Article X.
- (c) A person with an approved plan for Recapture shall have the right to process amendments to the previously approved plan in accordance with the provisions of Article X.

**ARTICLE IX
TRANSFERS**

- 9.0 Scope. Any Transfer shall be made only in accordance with the Judgment, the Peace Agreement section 5.3, the OBMP and this Article ~~X~~.
- 9.1 In General. Watermaster will ensure that any party to the Judgment may Transfer water in a manner that is consistent with the Judgment, the Peace Agreement, the OBMP and the law. Watermaster shall approve a Transfer if it is consistent with the terms of the Peace Agreement, and will not cause any Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the Transfer of water shall be fully and reasonably mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and reasonably mitigated, the request for Transfer must be denied. Upon receipt of written request by Watermaster, a party to the Judgment shall exercise Best Efforts to provide Watermaster with a preliminary projection of any anticipated Transfer of Production within the Year.

- 9.2 Application to Transfer. A party to the Judgment may make Application to Watermaster to Transfer water as provided in the Judgment under the procedures set forth in Article X.
- (a) Watermaster shall provide reasonable advance written notice to all the parties to the Judgment of a proposed Transfer, prior to approving the Transfer as provided in Article X.
 - (b) Watermaster shall approve the Transfer of water as provided in the Judgment so long as the individual Transfer does not result in any Material Physical Injury to any party to the Judgment or the Basin. Watermaster may approve a proposed Transfer with conditions that fully and reasonably mitigate any threatened or potential Material Physical Injury.
 - (c) There shall be a rebuttable presumption that the Transfer and the Production by the transferee does not result in Material Physical Injury to a party to the Judgment or the Basin.
 - (d) Watermaster shall base any decision to approve or disapprove any proposed Transfer upon the record after considering potential impacts associated with the individual Transfer alone and without regard to impacts attributable to any other Transfers. [Peace Agreement § 5.3(b)(v).]
 - (e) Transfers which occur between the same parties in the same year shall be considered as a single Transfer for the purpose of determining Material Physical Injury.
- 9.3 Integrated Watermaster Review. In reviewing Transfers under these Rules and Regulations, Watermaster shall exercise reasonable discretion. Watermaster shall review each proposed Transfer based upon the record before it and considering the potential impacts of the proposed Transfer alone. However, Watermaster shall also consider the cumulative impacts of Transfers generally when carrying out its responsibilities to implement the OBMP and Recharge and monitoring programs authorized by these Rules and Regulations or the Judgment.
- (a) Watermaster will evaluate the cumulative physical impact of Transfers on the Basin, if any, by July 1, 2003, and a minimum of once every two years thereafter.
 - (b) Watermaster will take the results of its evaluation into account when carrying out its obligations under section 7.1 of these Rules and Regulations.

9.4 Transfer of Non-Agricultural Pool Production Rights. Watermaster shall approve the Transfer or lease of the quantified Production rights of Non-Agricultural Producers within the Non-Agricultural Pool subject to the provisions of section 9.2(b) above. The right to Transfer within the pool includes the right to lease water to other members of the Non-Agricultural Pool. In addition, the parties to the Judgment with rights within the Non-Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter or for a Storage and Recovery Program.

9.5 Early Transfer.

- (a) Pursuant to the Peace Agreement, Watermaster approved an Early Transfer of water to the Appropriative Pool in an amount not less than 32,800 acre-feet per year. The quantity of water subject to Early Transfer under this section shall be the greater of (i) 32,800 acre-feet or (ii) 32,800 acre-feet plus the actual quantity of water not Produced by the Agricultural Pool for that Fiscal Year that is remaining after all the land-use conversions are satisfied pursuant to section 5.3(h) of the Peace Agreement.
- (i) The Transfer shall not limit the Production right of the Agricultural Pool under the Judgment to Produce up to 82,800 acre-feet of water in any year or 414,000 acre-feet in any five years as provided in the Judgment. [Peace Agreement § 5.3(g)(ii).]
- (ii) The combined Production of all parties to the Judgment shall not cause a Replenishment assessment on the members of the Agricultural Pool. The Agricultural Pool shall be responsible for any Replenishment obligation created by the Agricultural Pool Producing more than 414,000 acre-feet in any five-year period. [Peace Agreement § 5.3(g)(iii).]
- (iii) The Appropriative Pool shall procure sufficient quantities of Replenishment Water to satisfy Replenishment Obligations pursuant to § 6.3(c) of these Rules and Regulations.
- (iv) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool. [Peace Agreement § 5.3(g)(v).]
- (b) The amount of water converted from agricultural use to urban use prior to execution of the Peace Agreement was 2.6 acre-feet per acre, with 1.3 acre-feet per acre being allocated collectively to all members of the Appropriative Pool with a share of Initial Operating Safe Yield and 1.3 acre-feet per acre being allocated to that Appropriator providing service for that urban use. The rate of 2.6 acre-feet per acre shall be changed to a total of 2.0 acre-feet per acre, all of which shall be allocated upon the conversion of the land use to that party to the Judgment which is a member of the Appropriative Pool, on the Effective Date of the Peace Agreement, and whose Sphere of Influence or authorized service area contains the land (“purveyor”). Upon

such conversion of water use the purveyor will pledge that the amount of water needed for such urban land use, when such urban land use is established, up to 2.0 acre-feet of water per acre of land per year will be made available for service for such converted land by purveyor under its then existing standard laws, regulations, rules and policies, or for service arranged by such purveyor, subject only to prohibition of such service by a federal, state agency or court with jurisdiction to enforce such prohibition. The owner of such converted land shall have the right to enforce such pledge by specific performance or writ of mandate under the terms of the Peace Agreement. No monetary damages shall be awarded.

- 9.6 Voluntary Agreement. The members of the Agricultural Pool, including the State of California, shall have the right to engage in a voluntary agreement with an Appropriator which has a service area contiguous to or inclusive of the agricultural land, to provide water allocated from the Agricultural Pool to the overlying land for agricultural use on behalf of the member of the Agricultural Pool unless otherwise prohibited by general law. The Appropriator providing service shall be entitled to a pumping credit to offset Production to the extent it is serving the overlying land up to the amount of the historical maximum annual quantity of water previously used on the property so long as the water provided to the overlying land is for agricultural use, or use by the State of California.
- 9.7 Assignment of Overlying Rights. In addition to the Voluntary Agreement under section 9.6 above, should an Appropriator take an assignment of rights from a Non-Agricultural Pool member, the agreement shall provide that the Appropriator may undertake to provide water service to such overlying land, but only to the extent necessary to provide water service to said overlying lands. Watermaster shall make available to members of the Non-Agricultural Pool and/or Appropriative Pool, a standard form which shall be completed and filed with Watermaster. Any assignment, lease and/or license shall be ineffective unless provided on the standard form approved by Watermaster and filed with Watermaster. [Based on Judgment Exhibit "H" ¶ 13; Exhibit "G" ¶ 6.]

ARTICLE X APPLICATIONS, CONTESTS AND COMPLAINTS

- 10.0 Purpose. This Article sets forth the Watermaster rules and procedures for processing requests by a person for: (i) Watermaster approval of Recharge and Transfer; (ii) Qualifying Storage and Recapture; (iii) amendments to previously approved Applications;

(iv) reimbursement or a credit for costs incurred by a party to the Judgment in furtherance of the OBMP; and (v) a Complaint for redress arising from an alleged Material Physical Injury to a party to the Judgment or the Basin. However, the procedures described in this Article X shall not be construed to apply to Watermaster actions, decisions, or rules other than as expressly set forth herein. All proceedings hereunder shall be conducted in an expeditious manner.

10.1 Notice and Opportunity to be Heard. Watermaster shall provide reasonable notice and opportunity to be heard to any person requesting Watermaster review or approval of any matter arising under this Article.

10.2 Judicial Review.

(a) The Complaint procedures set forth in this Article X are not intended to constitute an exclusive remedy or constitute a requirement that a party to the Judgment exhaust this discretionary remedy. However, a party to the Judgment may elect to avail itself of the procedures set forth herein by filing a Complaint and requesting relief from any actual or threatened Material Physical Injury to any person or to the Basin where the alleged injury arises from the Recharge, Transfer or Qualifying Storage or Recapture of water by any person other than Watermaster.

(b) Once a party to the Judgment elects to pursue redress under the provisions of this Article, it shall exhaust this process until conclusion unless there is a sudden, unexpected event or emergency that causes a need for immediate judicial review or in the event that the Watermaster has failed to take action on a longstanding request. Thus, other than in the event of an emergency or where Watermaster has engaged in undue delay, a party to the Judgment may not seek judicial review of a Watermaster action on a pending Application or Complaint until the Watermaster Board has taken final action under the provisions of this Article. However, the procedures described in this Article X shall not preclude any party from seeking judicial review of any action, decision or rule of Watermaster in accordance with paragraph 31 of the Judgment.

10.3 Applications for Watermaster Approval: In General. Any party to the Judgment requesting approval by Watermaster for the Recharge, Transfer, Qualifying Storage or Recapture of water in the Basin, or reimbursements or credits against OBMP Assessments, or any person requesting approval of an agreement to participate in a Storage and Recovery Program, may make Application to Watermaster as provided in these Rules and Regulations.

- (a) Requests for Watermaster approval shall be processed by Application to the Watermaster.
- (b) All Applications shall be submitted to Watermaster in compliance with the requirements set forth in this Article. Approved forms for use by persons requesting Watermaster approval pursuant to this section are attached hereto as Appendix 1. Watermaster shall have no obligation to process incomplete Applications.
- (c) No person shall obtain a right to engage in the activities subject to an Application to Watermaster under these Rules and Regulations or the Judgment unless and until the proposed action is approved by Watermaster as provided herein.
- (d) Upon approval by Watermaster, the person shall have the right to proceed in accordance with the terms and conditions of the Watermaster approval. The rights of a party shall be construed consistent with the Judgment and subject to the terms and conditions set forth in Watermaster's approval.

10.4 Recharge Applications. Any party to the Judgment may make a request for Watermaster approval to engage in Recharge by submitting an Application to Watermaster that includes the following information.

- (a) The identity of the person proposing to engage in Recharge;
- (b) The quantity of water to be Recharged;
- (c) The quality of water to be Recharged;
- (d) The duration of the Recharge;
- (e) The method of the Recharge; and
- (f) The facilities to be used in the Recharge, and their location.

10.5 Transfer Applications. Any party to the Judgment may request Watermaster's approval for a Transfer by submitting an Application to Watermaster. A party to the Judgment that Produces water may in the same Fiscal Year request approval of a Transfer to offset all or a portion of its Replenishment Obligation, subject to the Watermaster's authority to

approve or reject the Application under the provisions of this Article. An Application for Transfer shall include the following information:

- (a) The identity of the transferee and transferor;
- (b) The maximum quantity of water to be Transferred;
- (c) The duration of the Recovery of the quantity of water Transferred;
- (d) The location of the Production facilities from which the water will be Transferred, if known;
- (e) The location of the Production facilities from which the Transferred water will be Recaptured and Produced, if known; and
- (f) The rate of extraction at which the Transferred water will be Recaptured and Produced.

10.6 Qualifying Storage Agreements. A party to the Judgment may request Watermaster's approval of a Local Storage Agreement to store Supplemental Water, or, after July 1, 2005, a party to the Judgment may request Watermaster's approval of the accumulation of Excess Carry-Over Water in the event the party's aggregate Carry-Over Water exceeds its share of assigned Operating Safe Yield or Safe Yield. Prior to July 1, 2005, a party to the Judgment shall be deemed to have Watermaster approval to store all Excess Carry-Over Water. In addition, so long as there is then less than 50,000 acre-feet of Supplemental Water that was placed in Local Storage after July 1, 2000, a party to the Judgment's request to store Supplemental Water under a Local Storage Agreement shall be approved by Watermaster. The Applicant may include a plan for Recapture within the request for approval of the Qualifying Storage or subsequently identify the proposed plan for Recapture under an independent Application for Recapture or combine the request for subsequent approval in an Application for Transfer.

- (a) Any party to the Judgment may file an Application to store Supplemental Water pursuant to a Local Storage Agreement. The Application shall include the following information:
 - (i) The identity of the person(s) that will Recharge, Store and Recover the water;

- (ii) The quantity of Supplemental Water to be Stored and Recovered;
 - (iii) The proposed schedule and method for the Recharge of water for Storage, if any;
 - (iv) The proposed schedule for Recovery, if any;
 - (v) The location of the Recharge facilities through which the Stored water will be Recharged, if any;
 - (vi) The location of the Production facilities through which the Stored water will be Recovered, if known; and
 - (vii) The water levels and water quality of groundwater in the areas likely to be affected by the storage and Recovery.
- (b) Each Producer shall have the right to store its un-Produced Carry-Over Water in the Basin. Excess Carry-Over Water placed into Local Storage after July 1, 2005 shall require a Local Storage Agreement with Watermaster. A Producer may file an Application prior to July 1, 2005 for a Local Storage Agreement for Excess Carry-Over Water that will be placed into Local Storage after July 1, 2005. Such an Application shall include the following information:
- (i) The identity of the person(s) that will store and Recover the Carry-Over Water;
 - (ii) The quantity of Carry-Over Water to be stored and Recovered;
 - (iii) The proposed schedule for the Recovery, to the extent known;
 - (iv) The location of the Production facilities through which the stored Carry-Over Water will be Recovered, to the extent known; and
 - (v) The water levels and water quality of Groundwater in the areas likely to be affected by the Production of the stored Carry-Over Water.

10.7 Storage and Recovery Program. Any person may request Watermaster's approval of an Agreement to participate in a Storage and Recovery Program by submitting an Application to Watermaster that, at a minimum, includes the following information:

- (a) The identity of the person(s) that will Recharge, store and Recover the water as well as its ultimate place of use;
- (b) The quantity of water to be Stored and Recovered;
- (c) The proposed schedule for the Recharge of water for storage, if any;
- (d) The proposed schedule and method for Recovery;
- (e) The location of the Recharge facilities through which the Stored Water will be Recharged,;
- (f) The location of the Production facilities through which the Stored Water will be Recovered;
- (g) The water levels and water quality of the Groundwater in the areas likely to be affected by the Storage and Recovery, if known; and
- (h) Any other information that Watermaster requires to be included.

10.8 Recapture. Any person may file an Application for approval of its Recovery of water held in storage. Recapture of water may be approved by Watermaster as a component of and coincident with a request for approval of Qualifying Storage or a Transfer. However, an Applicant for Qualifying Storage may request, and Watermaster may approve, a Groundwater Storage Agreement where the plan for Recovery is not yet known. An Application for Recapture shall include the following information:

- (a) The identity of the person(s) that Recharged and stored the water;
- (b) The identity of the person(s) that will Recover the water as well as its ultimate place of use;
- (c) The quantity of water to be Recovered;

- (d) The proposed schedule for Recovery;
- (e) The location of the Production facilities through which the Stored Water will be Recovered;
- (f) The existing water levels and water quality of the Groundwater in the areas likely to be affected by the Recovery; and
- (g) Any other information that Watermaster requires to be included.

10.9 Credits Against OBMP Assessments and Reimbursements. Any Producer, including the State of California, may make Application to Watermaster to obtain a credit against OBMP Assessments or for reimbursements by filing an Application that includes the following information:

- (a) The identity of the party to the Judgment;
- (b) The specific purposes of the OBMP satisfied by the proposed project;
- (c) The time the project is proposed to be implemented and a schedule for completion;
- (d) The projected cumulative project costs; and
- (e) The specific capital or operations and maintenance expenses incurred in the implementation of any project or program, including the cost of relocating Groundwater Production facilities.

10.10 Watermaster Summary and Notification of a Pending Application. Upon Watermaster's receipt of an Application for Recharge, Transfer, Storage, Recapture or for a credit or reimbursement, Watermaster shall prepare a written summary and an analysis (which will include an analysis of the potential for Material Physical Injury) of the Application and provide parties to the Judgment with a copy of the written summary and advance notice of the date of Watermaster's scheduled consideration and possible action on any pending Applications. The notice shall be accompanied by the Watermaster summary and analysis and it shall reasonably describe the contents of the Application and the action requested by the Applicant. Watermaster shall provide the following minimum notice to the parties to the Judgment:

- (a) Applications for Recharge: 30 (thirty) days.
 - (b) Applications for Transfer: 30 (thirty) days.
 - (c) Applications for Storage and Recovery: 90 (ninety) days.
 - (d) Local Storage Agreement or Recapture: 30 (thirty) days.
- 10.11 All Applications Considered by Pool Committees. All Applications shall be considered by the Pool Committees. Following its completion of the summary and analysis and the issuance of the required notice as provided in section 10.10, Watermaster Staff shall place the Application on the first available Pool Committee Agenda for each of the respective Pool Committees for consideration, discussion, recommendations or proposed conditions. The Application shall not be considered by the Advisory Committee until at least 21 days after the last of the three Pool Committee meetings to consider the matter.
- 10.12 Watermaster Investigations of Applications. Watermaster may, in its discretion, cause an investigation of the Groundwater or the portion of the Basin affected by a pending Application. Any party to the proceeding may be requested to confer and cooperate with the Watermaster, its Staff or consultants to carry out such investigations.
- 10.13 Contesting an Application. Following consideration of an Application by each Pool Committee, a Contest to the Application may be filed by any party to the Judgment. Contests to Applications filed by parties to the Judgment or other persons requesting Watermaster's approval pursuant to this Article shall be submitted in writing a minimum of fourteen days prior to the date scheduled for Advisory Committee consideration and possible action. The Contest shall describe the basis for the Contest and the underlying facts and circumstances. Watermaster shall provide notice of the Contest to the parties to the Judgment.
- 10.14 Contents of a Contest.
- (a) Each Contest shall include the name and address of the Contestant and show that the Contestant has read either the application or the related notice.
 - (b) If the Contest is based upon the allegation that the proposed action may result in Material Physical Injury to a party to the Judgment or the Basin, there shall be an allegation of the specific injury to the Contestant or to the Basin which may result

from the proposed action and an identification of any then available evidence to support the allegation. If the Contest identifies documentary evidence other than Watermaster records or files, the Contestant shall serve copies of the documentary evidence on Watermaster and the Applicant seven (7) days prior to the hearing. *If relevant* to the Contest, the Contestant shall provide Watermaster with the location of the Contestant's extraction and place of use. The location shall be described with sufficient accuracy so that the position thereof relative to the proposed action may be determined. *If relevant* to the Contest, the Contestant shall describe the Contestant's purpose of use.

- (c) If a Contest is based upon other grounds it shall summarize the grounds of the Contest.
- (d) The Contest shall set forth any conditions or amendments to the proposed action which, if agreed upon, would result in withdrawal of the Contest.
- (e) If Watermaster finds the Contest fails to comply with this provision, it may reject the Contest and deny the request for hearing if the Contestant fails to correct the defect and file a proper Contest within five (5) business days of the Watermaster's rejection. In any instance where a rebuttable presumption is applicable, the Watermaster shall include a statement in the rejection of the Contest that the Contestant has failed to reference any potential substantial evidence to overcome the presumption of no Material Physical Injury.

10.15 Extensions of Time and Continuance for Good Cause. An Applicant or Contestant may request an extension of time to file a Contest and Answer or for a continuance of a scheduled hearing and the request may be granted by Watermaster staff where good cause exists.

10.16 Applicant May Answer the Contest. An Applicant or project proponent may elect to file a written Answer to any Contest.

- (a) Contents. An Answer shall be responsive to the allegations contained in the Contest.
- (b) Time for Filing. Answers shall be filed at least seven (7) days prior to the scheduled hearing. If the Applicant intends to rely on documentary evidence other than Watermaster records or files, the Applicant shall serve copies of the documentary

evidence upon Watermaster and the Contestant a minimum of three (3) days prior to the hearing.

10.17 Uncontested Applications by Parties to the Judgment.

- (a) The Advisory Committee and Watermaster Board shall consider and may approve any uncontested Application. No hearing shall be required for an uncontested Application by a party to the Judgment unless there is good cause to hold a hearing. Where good cause appears, the Advisory Committee and the Watermaster Board may deny, condition, or continue an *uncontested* Application. However, Watermaster shall not deny an Application until it has referred the matter to a hearing officer. In the case of a proposed denial or conditional approval, and upon the request of the Applicant, Watermaster shall schedule an appropriate and timely hearing in general conformity with this Article X.
- (b) An uncontested Application shall be considered at the first regularly scheduled meeting of the Advisory Committee following the expiration of the Contest period.
- (c) The Advisory Committee shall consider the Application, the Staff Summary and Analysis and staff report and any rebuttable presumption that may be applicable and make any determinations under the Judgment in accordance with the provisions of section 10.25 herein.
- (d) Following consideration by the Advisory Committee, the matter shall be transmitted to the Watermaster Board for consideration. The Watermaster Board shall also consider the Application, the staff summary and Analysis and staff report and any rebuttable presumption that may be applicable, as well as the Advisory Committee action consistent with the Judgment. The Board's determination shall be made in accordance with the provisions of section 10.25 herein.
- (e) In each case where Watermaster (Advisory Committee or Watermaster Board) denies or conditions an uncontested Application made by a party to the Judgment, it must support its determination by substantial evidence and act in a manner that is consistent with the Judgment and the Peace Agreement.

10.18 Contested Applications. In each case where a Contest is filed, the matter shall be set for hearing by Watermaster staff in coordination with the hearing officer and the parties to the proceeding.

- 10.19 Applications by Persons not Parties to the Judgment. In its sole discretion, Watermaster may review, consider, process and decide upon Applications made by persons not parties to the Judgment. However, Watermaster may not approve or conditionally approve such an Application without first holding a hearing in accordance with this Article X.
- 10.20 Complaints in General. Any party to the Judgment may file a Complaint with Watermaster alleging that the conduct of another person is causing or will cause Material Physical Injury in violation of these Rules and Regulations, the Judgment and the Peace Agreement.
- (a) The Complaint shall identify the name of the Complainant, the specific action or conduct that is causing or will or may cause Material Physical Injury, and any recommended mitigation measures or conditions that might avoid or reduce the alleged Material Physical Injury.
 - (b) Upon receipt of the Complaint by Watermaster, it shall prepare a summary of the allegations and serve the summary along with a notice of the Complaint to the parties to the Judgment within 30 (thirty) days from filing.
 - (c) Any party to the Judgment may file an Answer to the Complaint within 14 (fourteen) days of the date of the notice of Complaint or other time as may be prescribed in the Watermaster notice of the Complaint.
 - (d) Watermaster shall schedule a hearing on the Complaint within 30 (thirty) days of the notice of the Complaint.
 - (e) A party to the Judgment's failure to appear or Contest a hearing on the approval of an Application of any matter before Watermaster shall not be a bar to the party's right to file a Complaint as provided herein. However, a party shall not be permitted to file a Complaint if it knew or should have known of a particular harm that that party would suffer and had a reasonable opportunity to object at the time of the original approval process but did not file such a Contest.
 - (f) Any party to the Judgment may request an extension of time to file an Answer or to continue the hearing, which may be granted for good cause by Watermaster.
 - (g) Any party to a Complaint proceeding that intends to rely upon documentary evidence at the hearing, other than Watermaster documents or files, shall serve

copies of the evidence upon Watermaster and the other parties to the proceeding a minimum of seven (7) days in advance of the hearing.

(h) Watermaster may, in its discretion, cause an investigation of the injury alleged to exist by the pending Complaint. Any party to the proceeding may be requested to confer and cooperate with the Watermaster, its staff or consultants to carry out such investigations.

10.21 All Complaints Considered by Pool Committees. All Complaints shall be considered by the Pool Committees. Following consideration by the respective Pool Committees, if the Complaint is not dismissed any person(s) directly impacted by the Complaint may file an Answer in accordance with the provisions of section 10.16 and the Complaint shall be set for hearing.

10.22 Designation of Hearing Officer for Applications, Contests and Complaints. The Watermaster Board shall develop and maintain a panel of five individuals that have technical expertise and some familiarity with the Basin. The hearing officer shall be selected by the mutual agreement of each side. If mutual agreement cannot be reached, each side to any hearing on an Application or Complaint shall rank their preferred hearing officer from 1 to 5. The panel member receiving the highest total score shall be selected by the Watermaster Board as the Hearing Officer, unless he or she is unable to serve in which case the panel member receiving the next highest rank shall be selected. Ties shall be broken by vote of the Watermaster Board. Watermaster may add or remove new members to the five member panel from time to time or as circumstances may warrant. There shall be only two sides in any hearing and intervenors shall be assigned to a side.

10.23 Duty of the Hearing Officer. The hearing officer shall conduct the hearings in accordance with the provisions of this Article. It shall be the responsibility of the hearing officer to compile the record, develop proposed findings and recommendations supported by substantial evidence in the record within thirty days of the hearing and transmit the record to the Advisory Committee and thereafter the Watermaster Board for further action. The hearing officer shall have and shall exercise the power to regulate all proceedings in any matter before it, and to take and do all acts and measures necessary or proper for the efficient performance of its duties.

10.24 Procedure at Hearings on Applications, Contests and Complaints

- (a) Parties Recognized at Hearing. Only the Applicant(s), Contestant(s), Watermaster staff and other party or parties to the Judgment which the hearing officer, in its discretion, allows to intervene as Applicant or Contestant, may be allowed to appear at the hearing.
- (b) Appearances. Persons appearing on their own behalf shall identify themselves at the beginning of the hearing. When a person is represented by an agent or attorney, such agent or attorney shall likewise enter an appearance before the hearing officer and thereafter will be recognized as fully controlling the case on behalf of that party to the proceeding.
- (c) Conduct of Hearings. Hearings shall be open to the public. The hearing officer has and shall exercise the power to regulate all proceedings in any manner before it, and to do all acts and take all measures necessary or proper for the efficient performance of its duties. The hearing officer may rule on the admissibility of evidence and may exercise such further and incidental authority as necessary for the conduct of the proceedings.
- (d) Evidence. The hearing need not be conducted according to technical rules of evidence and witnesses. Any relevant, non-repetitive evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient by itself to support a finding unless it would be admissible over objection in civil actions.
- (e) Rebuttable Presumption. A rebuttable presumption under these Rules and Regulations means that the presumption shall be sufficient to approve an Application, unless a party to the Judgment opposing the Application produces substantial evidence to rebut the presumption. Once the party to the Judgment opposing the Application produces substantial evidence in support of their contention that an action may cause Material Physical Injury to a party to the Judgment or the Basin, the presumption shall be deemed rebutted.

- (f) Official Notice. Before or after submission of a matter for decision, official notice may be taken by the Hearing Officer of such facts as may be judicially noticed by the courts of this State.
- (g) Evidence by Reference. Public records of Watermaster which are relevant to the subject of the hearing and books, reports or other papers and pleadings which have been prepared by Watermaster and submitted previously to the Court, may in the discretion of the hearing officer, be received into evidence as exhibits without the need of supplying copies to Watermaster or other parties to the proceeding.
- (h) Examination of Witnesses. Each party to the proceeding shall have the right to call and examine witnesses and introduce exhibits. Watermaster staff and consultants may participate in the hearing as appropriate, using their technical knowledge and experience for the primary purpose of developing a full, fair and accurate record, including the questioning of any witness or the agents for any party to the proceeding
- (i) Order of Procedure. There shall be an opening statement by Watermaster staff, summarizing the subject matter and purpose of the hearing and the procedures to be followed. The designated hearing officer will then ask all persons wishing to participate in the hearing to identify themselves. Staff shall present any written reports, or summary of any findings resulting from an investigation of the Application or the Complaint. The Applicant or the Complainant shall then proceed in the case in chief, followed by the Contestant(s) or the Respondents. The Applicant and the Complainant will then be afforded an opportunity to present any responsive evidence. The hearing officer may allow further response as the interests of justice may require. Questions from the hearing officer or Watermaster staff shall be appropriate at any time.
- (j) Opening Statements and Closing Briefs. Prior to presenting their case, any party to the proceeding may file a written opening statement, or may make an oral opening statement, the length of which may be prescribed by the hearing officer. At the close of the hearing, if the hearing officer deems it advisable, time will be allowed for the filing of written briefs.
- (k) Record. The record of the hearing shall consist of all documents submitted for consideration as well as all testimony presented. Tape recordings of all testimony

shall be made. Any party, at that party's sole expense, may have a court reporter present at the hearing.

- (l) Completion of Record. The Hearing Officer may request assistance from Watermaster staff and general counsel in completing the record, proposed findings and recommendations. The Hearing Officer shall transmit his or her proposed findings to the Advisory Committee within thirty days of the close of the hearing. The proposed findings of the hearing officer shall be based upon substantial evidence in the record.

10.25 Watermaster Determinations.

- (a) Watermaster shall consider and may approve, deny, or condition any contested Application. Prior to rendering a determination on a contested Application or a Complaint, both the Advisory Committee or the Board may also each remand the matter for further findings by the hearing officer a maximum of one time each. The hearing officer shall conduct any additional hearings and complete its review and rehearing and transmit its subsequent report to the Advisory Committee within thirty days from the date of notice from Watermaster of the need for additional findings.
- (b) A contested Application or a Complaint shall be considered at the first regularly scheduled meeting of the Advisory Committee following the transmittal of the record, proposed findings of fact and recommendations by the hearing officer and no later than 30 days from the date of the hearing. The Advisory Committee shall consider the Application, the staff summary and analysis and staff report, any rebuttable presumption, the Contest, Answer, the record, proposed findings of fact and any recommendations of the hearing officer. The Advisory Committee may amend, modify, accept or reject the report of the hearing officer, or it may direct the hearing officer to conduct a re-hearing to receive additional evidence, direct the filing of additional briefs or request oral argument.
 - (i) The findings and decision adopted by the Advisory Committee shall be supported by citations to substantial evidence in the record.
 - (ii) If the Advisory Committee fails to base its decision on substantial evidence in the record or fails to consider the proposed findings of fact developed by the Hearing Officer, subject to the right of the Advisory Committee to

remand for further findings, any Advisory Committee mandate shall not be binding on the Watermaster Board. This provision shall not be considered in construing the power of the Watermaster Board or the Advisory Committee that may exist under the Judgment.

- (c) Following consideration by the Advisory Committee, the matter shall be transmitted to the Board for consideration within the next thirty (30) days. The Board shall also consider the Application, the staff summary, analysis and staff report, any rebuttable presumption that may be applicable, the Contest, the Answer, the record, the proposed findings of fact and recommendations of the hearing officer, as well as the Advisory Committee action consistent with the Judgment. The Watermaster Board may amend, modify, accept or reject the report of the hearing officer, or it may direct the hearing officer to conduct a re-hearing to receive additional evidence, direct the filing of additional briefs or request oral argument. If the Board directs the hearing officer to conduct a re-hearing, then the proposed findings of fact and any recommendations shall be transmitted to the Advisory Committee for re-consideration prior to transmittal to the Board.
- (d) Watermaster Action. In acting upon a Complaint, or by approving, denying or conditioning in whole or in part any Application under this Article, Watermaster's determination (Advisory Committee and the Watermaster Board) shall be based upon substantial evidence in the record developed by the hearing officer and then before Watermaster. In making such determinations, Watermaster (Advisory Committee and the Watermaster Board) shall act in a manner consistent with the Judgment, the Peace Agreement and these Rules and Regulations. It shall support its determinations by written findings. It shall consider all relevant evidence presented to Watermaster (Advisory Committee and the Watermaster Board) and give due consideration to the policies and purposes set forth in the Judgment as well as Article X, section 2 of the Peace Agreement and the OBMP Implementation Plan.
- (e) No Restriction on Rights to Judicial Review Following Determination by Watermaster. Nothing herein shall be construed as imposing any limitation on any party's rights to seek judicial review of a Watermaster decision under this Article pursuant to paragraph 31 of the Judgment once Watermaster has rendered a decision on the respective Application or, in the case of a Complaint, to seek judicial review of a Watermaster decision where a party to the Judgment has elected to pursue Watermaster review of an action under this Article.

- (f) Emergency Review. In the event of a sudden, unforeseen and unexpected emergency impacting the health, safety and welfare of a party to the Judgment or the Basin, the party to the Judgment may seek immediate judicial review in accordance with the provisions of the Judgment and the Local Rules.
- (g) Undue Delay. Absent a Watermaster determination that extraordinary circumstances exist, Watermaster shall render its final decision on any Application filed under this Article within 180 days from the date the Application is deemed complete by Watermaster Staff. In the event Watermaster fails to offer a satisfactory response to repeated requests by a party to the Judgment to approve, deny or condition an Application or to rule on a Complaint, a party to the Judgment may request judicial review of the matter prior to the final Watermaster action.
- (h) Effective Date of Watermaster Action.
 - (i) For purposes of judicial review, any action determination or rule of Watermaster shall be the date on which the decision is filed.
 - (ii) For the purposes of determining the date on which an approved Application pursuant to Article X shall be considered effective, the approval shall relate back to date the completed Application is filed.

10.26 Application, Contests, Complaints Fees and Expenses.

- (a) Each party to the proceeding shall bear its own costs and expenses associated with the proceeding.
- (b) Watermaster's summary and analysis and participation in any hearing under this Article X shall be considered a general Watermaster administrative expense.
- (c) Upon request by the Agricultural Pool, Non-Agricultural Pool, or Appropriative Pool, the parties shall renegotiate this section 10.26. This renegotiation shall consider, but shall not be limited to, the adoption of a Court-approved resolution to address potential costs, fees and procedures incurred by parties to the Judgment and Watermaster in resolving frivolous and repetitiously unsuccessful similar contests.

- (d) Nothing herein shall be construed as precluding the right or claim by any party to the Judgment to request a reviewing Court under paragraph 31 of the Judgment to award litigation fees and costs to the extent such fees and costs may be available under general law.

Exhibit “B”



MEMORANDUM

Date: *March 2, 2001*

From: *Larry Gallery*

To: *ICADS Project Participants*

Subject: *Updated Alternative 10 Project Costs and Financial Analysis*

The purpose of this memorandum is to present and update the description of ICADS Alternative 10, including the water deliveries, facilities, costs, and financial analysis. This memorandum was developed based upon input from Project Participants in response to the February 26, 2001 memorandum sent to Project Participants presenting preliminary development of costs and requesting input. In addition, additional data has been received from Salomon Smith Barney in regards to the financial implications of various alternative implementation strategies to achieve the goals of Alternative 10.

The facilities proposed for Alternative 10 are shown on Exhibit 1, and the flow rates and points of delivery requested by the Purchasing Group are illustrated on Exhibit 2 attached. This alternative was developed as a variation of the "Baseline Alternative 7" at the Purchasing Group's request, to include three major additional facilities:

- the City of Chino Parallel Pipeline,
- the Chino/Ontario Potable Water Pipeline, and
- the Chino/Ontario Pump Station.

These facilities would allow the ultimate project water deliveries requested by the Purchasing Group. The project water deliveries are summarized in the following table. Note that the flow deliveries by facility and by end-user shown in the table have been allocated differently than the actual delivery allocations illustrated on Exhibit 2, in order to accommodate the existing contracted flows from Chino I existing, while still representing the **total** requested deliveries to each end-user.

Desalter Flow Allocations by Facility and End-User

	Chino I (from existing facilities) ^[1] afy	Chino I (from expansion facilities) afy	Chino II afy	Arlington ^[2] afy	Total afy
JCSD	3,200		3,300	1,600	8,100 (7.2 MGD)
Ontario			5,000		5,000 (4.5 MGD)
SARWC		500	700		1,200 (1.1 MGD)
Chino Hills	2,000	2,200			4,200 (3.7 MGD)
Chino	3,000	2,000			5,000 (4.5 MGD)
Norco	1,000			4,400	5,400 (4.8 MGD)
HGCWD				400	400 (0.4 MGD)
Total, afy (MGD)	9,200 (8.2 MGD)	4,700 (4.2 MGD)	9,000 (8 MGD)	6,400 (5.7 MGD)	29,300 (26 MGD)

Notes: [1] The proposed water sales are listed differently from deliveries requested by the Purchasing Group, in order to accommodate existing contracts for Chino I existing facilities for the financial analysis. However, actual deliveries will be as shown on Exhibit 2 and described below:
Chino I existing: JCSD 1500; Ontario 1500; SARWC 200; Chino Hills 2000; Chino 3000; Norco 1000
Chino I expansion: SARWC 500; Chino Hills 2200; Chino 2000
Chino II: JCSD 5000; Ontario 3500; SARWC 500
Arlington: JCSD 1600; Norco 4400; HGCWD 400

[2] Currently, all production from Arlington is delivered to Orange County Water District.

Project costs for Alternative 10 were originally developed under the assumption that the three additional Chino/Ontario facilities mentioned above would be constructed as part of the Chino I expansion project. Subsequent discussions with Salomon Smith Barney raised concerns that the additional capital associated with these facilities would prevent the successful debt service restructuring for the Chino I desalter. As a result, alternative implementation schedules were developed to allocate costs to either the Arlington or Chino II projects, with the Chino/Ontario facilities construction along the timeline either of the Arlington or Chino II projects. These alternatives included the potential requirements for purchasers to temporarily accept 2,000 afy – 3,500 afy of water, which would eventually be delivered to Chino/Ontario by way of the additional Chino/Ontario facilities, for approximately 8 months.

The alternative implementation schedules were presented to the Project Participants in the February 26, 2001 memorandum, requesting input as to their feasibility. Additional discussion with end-users demonstrated that temporary acceptance of the interim water delivery could be achieved if necessary, although it was not preferred, and minor additional facilities could be necessary.

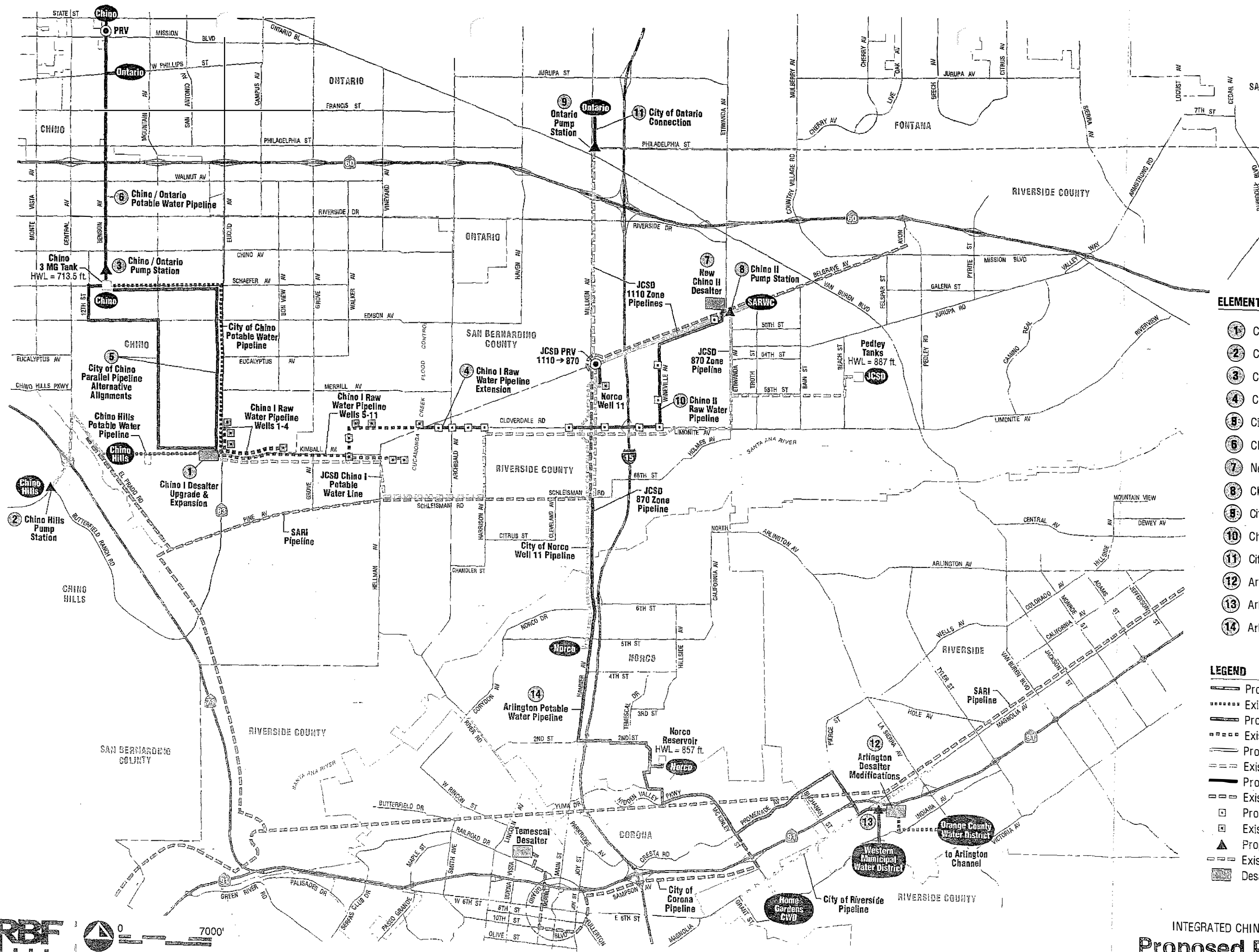
An additional run of the financial model was performed, assuming that the Chino/Ontario facilities would be completed at the same time as the Chino I Desalter Expansion, with costs allocated to the Arlington project to still accommodate the Chino I debt restructuring. This would eliminate the need for interim deliveries. The proposed schedule of completion dates is as follows:

- Chino I Desalter Expansion *and* Chino/Ontario Facilities: 06/18/02
- Arlington Desalter Upgrade: 04/18/03
- Chino II Desalter: 12/31/03

The estimated capital and operations and maintenance costs for Alternative 10 (Chino/Ontario facilities costs allocated to Arlington) are included in Tables 10-1 and 10-2. A current draft of the financial model output for Alternative 10 (Chino/Ontario facilities costs allocated to Arlington, construction of Chino/Ontario facilities complete in 06/2002), as well as revised model outputs for Alternative 7 and Alternative 1 (Benchmark) have been completed by Salomon Smith Barney, and will be e-mailed to the Project Participants on Monday, March 5. Representatives from Salomon Smith Barney will be present at the Manager's Meeting on Tuesday, March 6 to address questions regarding the financial analysis.

Please review the attached information for discussion at the meeting on March 6. Please call Cindy Miller at 949-855-3616 or me at 949-855-3615 if you have any questions or comments. Thank you.

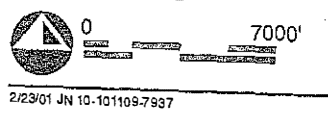
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ELEMENTS OF PROJECTS

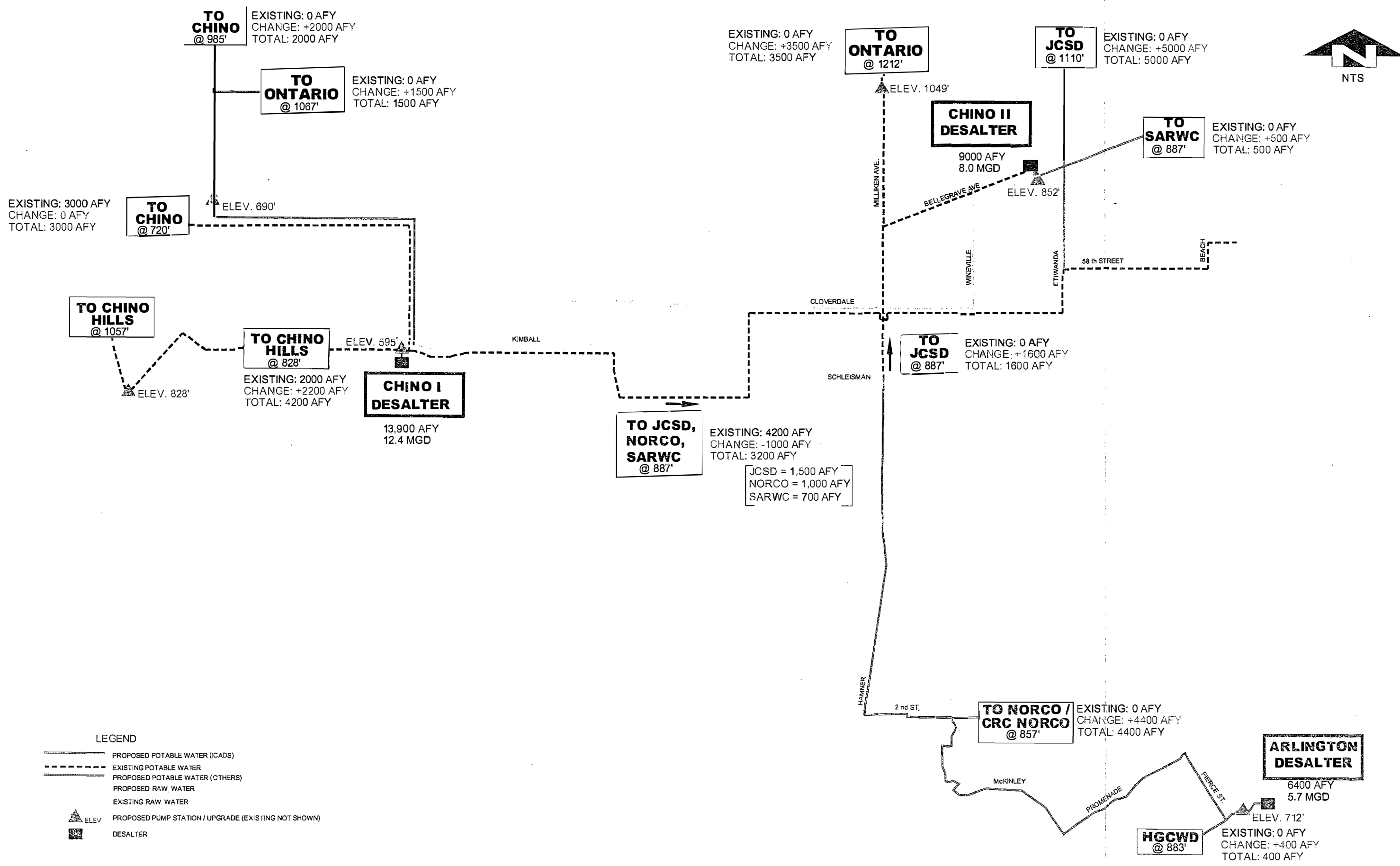
- 1 Chino I Desalter Upgrade & Expansion
- 2 Chino Hills Pump Station
- 3 Chino / Ontario Pump Station
- 4 Chino I Raw Water Pipeline Extension
- 5 City of Chino Parallel Pipeline
- 6 Chino / Ontario Potable Water Pipeline
- 7 New Chino II Desalter
- 8 Chino II Pump Station
- 9 City of Ontario Pump Station
- 10 Chino II Raw Supply Line
- 11 City of Ontario Connection
- 12 Arlington Desalter Modifications
- 13 Arlington Pump Station Modifications
- 14 Arlington Potable Water Pipeline

LEGEND	DESCRIPTION	OWNER
	Proposed Potable Water Pipeline	(SAWPA)
	Existing Potable Water Pipeline	(SAWPA)
	Proposed Raw Water Pipeline	(SAWPA)
	Existing Raw Water Pipeline	(SAWPA)
	Proposed Potable Water Pipeline	(Other)
	Existing Potable Water Pipeline	(Other)
	Proposed Emergency Supply	(SAWPA)
	Existing Emergency Supply	(Other)
	Proposed Well	
	Existing Well	
	Proposed Pump Station / Modifications	
	Existing SARI Pipeline	
	Desalter	



INTEGRATED CHINO / ARLINGTON DESALINATION SYSTEM
**Proposed Projects Facilities
 for Baseline Project 10**

2/23/01 JN 10-101109-7937



TO CHINO
@ 985'

EXISTING: 0 AFY
CHANGE: +2000 AFY
TOTAL: 2000 AFY

TO ONTARIO
@ 1067'

EXISTING: 0 AFY
CHANGE: +1500 AFY
TOTAL: 1500 AFY

TO ONTARIO
@ 1212'

EXISTING: 0 AFY
CHANGE: +3500 AFY
TOTAL: 3500 AFY

TO JCSD
@ 1110'

EXISTING: 0 AFY
CHANGE: +5000 AFY
TOTAL: 5000 AFY

TO SARWC
@ 887'

EXISTING: 0 AFY
CHANGE: +500 AFY
TOTAL: 500 AFY

TO CHINO
@ 720'

EXISTING: 3000 AFY
CHANGE: 0 AFY
TOTAL: 3000 AFY

TO CHINO HILLS
@ 1057'

TO CHINO HILLS
@ 828'

EXISTING: 2000 AFY
CHANGE: +2200 AFY
TOTAL: 4200 AFY

CHINO I DESALTER
13,900 AFY
12.4 MGD

TO JCSD, NORCO, SARWC
@ 887'

EXISTING: 4200 AFY
CHANGE: -1000 AFY
TOTAL: 3200 AFY

JCSD = 1,500 AFY
NORCO = 1,000 AFY
SARWC = 700 AFY

TO JCSD
@ 887'

EXISTING: 0 AFY
CHANGE: +1600 AFY
TOTAL: 1600 AFY

TO NORCO / CRC NORCO
@ 857'

EXISTING: 0 AFY
CHANGE: +4400 AFY
TOTAL: 4400 AFY

ARLINGTON DESALTER
6400 AFY
5.7 MGD

HGCWD
@ 883'

EXISTING: 0 AFY
CHANGE: +400 AFY
TOTAL: 400 AFY

LEGEND

- PROPOSED POTABLE WATER (ICADS)
- EXISTING POTABLE WATER
- PROPOSED POTABLE WATER (OTHERS)
- PROPOSED RAW WATER
- EXISTING RAW WATER
- ELEV
- PROPOSED PUMP STATION / UPGRADE (EXISTING NOT SHOWN)
- DESALTER

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SANTA ANA WATERSHED PROJECT AUTHORITY EXHIBIT
PROPOSED PROJECTS ALTERNATE 10
PRODUCT WATER DELIVERY FACILITIES **2**

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TABLE 10-1
SANTA ANA WATERSHED PROJECT AUTHORITY
INTEGRATED CHINO/ARLINGTON DESALINATION SYSTEM (ICADS)
"BASELINE" PROJECT 10 CAPITAL COST SUMMARY: Assumes Chino/Ontario Facilities Allocated to Arlington

I.D. No.	Facility Description	Construction Cost	Land cost	SARI/OCSD Connection Fee	Reimbursement
I	CHINO I DESALTER FACILITIES (incl. 4.2 MGD Expansion)				
1	VOC Treatment				
2	VOC Treatment	400,000			
3	Subtotal VOC Treatment:	400,000	0	0	0
4	Treatment Plant Expansion Modifications (to 12.9 MGD total)				
5	Ion Exchange (3.7 MGD)	2,960,000			
6	Pump Station Upgrade	280,000			
7	Subtotal Treatment Plant Modifications:	3,240,000	0	0	0
8	Pump Station				
9	City of Chino Hills Pump Station	620,000	40,000		
10	Subtotal Pump Station:	620,000	40,000	0	0
11	Pipelines				
12	Chino I Raw Water Pipeline Extension	660,750			
13	Brine Disposal Line (0.076 MGD)			610,000	
14	Subtotal Pipelines:	660,750	0	610,000	0
15	Supply Wells for Treatment Plant Expansion				
16	Well Construction (4 wells)	1,344,000	240,000		
17	Well Equipment (4 wells)	1,360,000			
18	Subtotal Supply Wells for Treatment Plant Expansion:	2,704,000	240,000	0	0
19	SUBTOTAL CHINO I DESALTER FACILITIES:	7,624,750	280,000	610,000	0
II	CHINO II DESALTER FACILITIES (8 MGD)				
1	Treatment Plant (to 8.4)				
2	RO & Ion exchange (8.4 MGD)	11,420,000	1,045,000		
3	Subtotal Treatment Plant:	11,420,000	1,045,000	0	0
4	Clearwell				
5	Welded Steel Tank (2 MG)	800,000			
6	Subtotal Clearwell:	800,000	0	0	0
7	Pump Stations				
8	Jurupa Pump Station	1,550,000			
9	Ontario Pump Station	585,000	40,000		
10	Subtotal Pump Stations:	2,135,000	40,000	0	0
11	Pipelines				
12	Chino II Raw Water Pipeline	2,680,000			
13	City of Ontario Connection	288,600			
14	Brine Disposal Line (1.50 MGD)	120,000		12,030,000	
15	Subtotal Pipelines:	3,088,600	0	12,030,000	0
16	Wells				
17	Well Construction (7 wells)	2,352,000	420,000		
18	Well Equipment (7 wells)	2,380,000			
19	Subtotal Wells:	4,732,000	420,000	0	0
20	SUBTOTAL CHINO II DESALTER FACILITIES:	22,175,600	1,505,000	12,030,000	0
III	ARLINGTON DESALTER FACILITIES				
1	Treatment Plant Modifications				
2	Facility				
3	Disinfection System	200,000			
4	Pump Station	625,000			
5	Clearwell (450,000 gallons)	600,000			
6	Subtotal Treatment Plant Modifications:	1,425,000	0	0	0
7	Other Facilities				
8	Arlington Potable Water Pipeline (to JCSD)	7,124,000			
9	Brine Disposal Line				
10	Chino/Ontario Pump Station	835,000			
11	City of Chino Parallel Pipeline	2,208,000			
12	Chino/Ontario Potable Water Pipeline	1,920,000			
13	Subtotal Pipelines:	12,087,000	0	0	0
14	Arlington Reimbursement				808,000
15	SUBTOTAL ARLINGTON DESALTER FACILITIES:	13,512,000	0	0	808,000
16					
17	TOTAL ESTIMATED CONSTRUCTION COST:	43,312,350	1,785,000	12,640,000	808,000
18	Engineering/Admin./Legal @ 20%	8,662,470	NA	NA	NA
19	Contingency @ 15%	7,796,223	NA	NA	NA
20	Subtotal:	59,771,043	1,785,000	12,640,000	808,000
TOTAL ESTIMATED SYSTEM CAPITAL COST		\$75,004,043			

TABLE 10-2

SANTA ANA WATERSHED PROJECT AUTHORITY
 INTEGRATED CHINO/ARLINGTON DESALINATION SYSTEM (ICADS)

"BASELINE" PROJECT 10 O&M SUMMARY: Assumes Chino/Ontario Facilities Allocated to Arlington

D. No.	Facility Description	Fixed	Variable	Energy	SARI Fixed	SARI Variable	Total
I	CHINO I DESALTER FACILITIES (incl. 4.2 MGD Expansion)						
1	VOC Treatment						
2	VOC Treatment	70,000					
3	Subtotal VOC Treatment:	70,000	0	0	0	0	70,000
4	Treatment Plant Expansion Modifications						
5	Ion Exchange	21,000	314,000	6,500			341,500
6	Pump Station Upgrade	10,000		185,000			195,000
7	Subtotal Treatment Plant Modifications:	31,000	314,000	191,500	0	0	536,500
8	Pump Station						
9	City of Chino Hills Pump Station	10,000		130,000			140,000
10	Subtotal Pump Station:	10,000	0	130,000	0	0	140,000
11	Pipelines						
12	Chino I Raw Water Pipeline Extension	7,000					7,000
13	Brine Disposal Line (0.076 MGD)				4,000	18,000	22,000
14	Subtotal Pipelines:	7,000	0	0	4,000	18,000	29,000
15	Supply Wells						
16	Well Construction (4 wells)						
17	Well Equipment (4 wells)	40,000		200,000			240,000
18	Subtotal Supply Wells:	40,000	0	200,000	0	0	240,000
19	SUBTOTAL CHINO I DESALTER FACILITIES:	158,000	314,000	521,500	4,000	18,000	1,015,500
II	CHINO II DESALTER FACILITIES						
1	Treatment Plant						
2	RO & Ion exchange	130,000	680,000	295,000			1,105,000
3	Subtotal Treatment Plant:	130,000	680,000	295,000	0	0	1,105,000
4	Clearwell						
5	Welded Steel Tank (2 MG)	10,000					10,000
6	Subtotal Clearwell:	10,000	0	0	0	0	10,000
7	Pump Stations						
8	Jurupa Pump Station	10,000		375,000			385,000
9	Ontario Pump Station	10,000		100,000			110,000
10	Subtotal Pump Stations:	20,000	0	475,000	0	0	495,000
11	Pipelines						
12	Chino II Raw Water Pipeline	25,000					25,000
13	City of Ontario Connection	2,600					2,600
14	Brine Disposal Line	2,000			52,000	371,000	425,000
15	Subtotal Pipelines:	29,600	0	0	52,000	371,000	452,600
16	Wells						
17	Well Construction (7 wells)						
18	Well Equipment (7 wells)	70,000		350,000			420,000
19	Subtotal Wells:	70,000	0	350,000	0	0	420,000
20	SUBTOTAL CHINO II DESALTER FACILITIES:	259,600	680,000	1,120,000	52,000	371,000	2,482,600
III	ARLINGTON DESALTER FACILITIES						
1	Treatment Plant Modifications						
2	Facility	120,000	480,000	440,000			1,040,000
3	Disinfection System	25,000		15,000			40,000
4	Pump Station	10,000		400,000			410,000
5	Clearwell (450,000 gallons)	10,000					10,000
6	Subtotal Treatment Plant Modifications:	165,000	480,000	855,000	0	0	1,500,000
7	Other Facilities						
8	Arlington Potable Water Pipeline	60,000					60,000
9	Brine Disposal Line				50,000	300,000	350,000
10	Chino/Ontario Pump Station	10,000		175,000			185,000
11	City of Chino Parallel Pipeline	23,000					23,000
12	Chino/Ontario Potable Water Pipeline	20,000					20,000
13	Subtotal Pipelines:	113,000	0	175,000	50,000	300,000	638,000
14	SUBTOTAL ARLINGTON DESALTER FACILITIES:	278,000	480,000	1,030,000	50,000	300,000	2,138,000
TOTAL SYSTEM OPERATIONS AND MAINTENANCE		\$695,600	\$1,474,000	\$2,671,500	\$106,000	\$689,000	\$5,636,100

CHINO BASIN WATERMASTER

Case No. RCV 51010

Chino Basin Municipal Water District v. The City of Chino

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 March 23, 2001, I served the document identified below

- 1) **MOTION TO APPROVE CHINO BASIN WATERMASTER RULES AND REGULATIONS; APPROVE POST-ORDER MEMORANDUM; APPROVE INTERVENTION; RECEIVE AND FILE 23rd ANNUAL REPORT for Hearing on April 19, 2001 at 2:00 p.m. Department R8.**

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 23, 2001.


Michelle Lauffer

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