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6 Attorneys for Non-Agricultural (Overlying) Pool
Committee
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO
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11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, ET AL.,

16 Defendants.
17

Case No. RCVRS 51010

Judgment Entered On January 27, 1978, as
Amended

**REPLY DECLARATIONS OF
ROBERT W. BOWCOCK, KEVIN D.
SAGE AND ALLEN W. HUBSCH**

Filed Concurrently With Reply
Memorandum of Non-Agricultural
(Overlying) Pool Committee

Date: May 14, 2010
Time: 10:30 a.m.
Dept.: Dept. C-1
Chino, California

Assigned for All Purposes to the
Honorable STANFORD E. REICHERT
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DECLARATION OF
ROBERT W. BOWCOCK

1 **DECLARATION OF ROBERT W. BOWCOCK**

2 I, Robert W. Bowcock, declare as follows:

3 **Introduction**

4 1. Except for those matters stated herein upon information and belief, I know the
5 following of my own personal knowledge and would so testify if called upon to do so. With
6 respect to those matters stated herein upon information belief, I am informed and believe them to
7 be true.

8 **Reply Memorandum**

9 2. The Pool Committee of the Non-Ag Pool is composed of all members of Non-Ag
10 Pool. The Agricultural Pool has over 100 members. According to the most recent annual report
11 of Watermaster, the Pool Committee of the Agricultural Pool is composed of 7 representatives of
12 the members of the Agricultural Pool.

13 3. No member of the Non-Ag Pool, other than Vulcan, has ever authorized me to act
14 as its agent for giving or receiving notice.

15 4. Currently, each member of the Non-Ag Pool is an entity. As such, each entity
16 which is a member of the Non-Ag Pool has appointed an individual as its representative to serve
17 on the Non-Ag Pool Committee. During the period that I have represented Vulcan, each member
18 of the Pool has appointed separate individuals to represent them on the Non-Ag Pool Committee.

19 5. The members of the Appropriative Pool are water companies. The members of the
20 Appropriative Pool appoint individuals whose sole or principal job is water supply to serve as
21 their representatives on the Pool Committee of the Appropriative Pool. Based upon experience
22 and observations, the representatives of the Appropriative Pool generally follow Watermaster
23 matters closely, participate actively, communicate frequently with one another about Watermaster
24 matters, and attend all or substantially all meetings of Watermaster.

25 6. I am informed and believe that the members of the Non-Ag Pool are generally
26 operating industrial or commercial companies. The members include a company that owns and
27 operates an automobile racetrack, a company that owns and operates a mobile home park and a
28 company that manufactures steel. I am informed and believe that the representative of the

1 racetrack is the director of track administration. I am informed and believe that the representative
2 of the mobile home park is the general manager of the mobile home park. I am informed and
3 believe that the representative of the steel manufacturer is an environmental engineer.

4 7. For several years prior to the occurrence of this dispute, the members of the Non-
5 Ag Pool Committee infrequently attended scheduled meetings.

6 8. I have reviewed the minutes of the Non-Ag Pool, as posted on Watermaster's
7 website. According to those minutes, during calendar year 2008 and 2009, Watermaster staff
8 scheduled 24 meetings of the Non-Ag Pool. According to the minutes, at 11 of those meetings,
9 representatives of 2 members of the Non-Ag Pool attended. According to the minutes, at the
10 remaining meetings, a representative of 1 member attended. According to the minutes, I attended
11 1 meeting of the Non-Ag Pool during calendar years 2008 and 2009.

12 9. Only 10 of the 19 members of the Non-Ag Pool had pre-June 30, 2007 water in
13 storage. According to the minutes of the Non-Ag Pool posted on the Watermaster's website, of
14 the 10, one had last attended a meeting of the Non-Ag Pool in January 2004, and eight had not
15 attended a meeting of the Non-Ag Pool since before 2004. Vulcan Materials Company, who Mr.
16 Bowcock and Mr. Sage represented, was not one of the 10.

17 10. Notices from Watermaster to members of the Non-Ag Pool are generally given by
18 Watermaster staff directly to the Parties. Watermaster has a full-time staff of approximately 10
19 people. The role and function of Watermaster staff is, among other things, to perform
20 administrative tasks on behalf of the Pool Committees.

21 11. Attached hereto as Exhibit A is a true and complete copy of minutes of the
22 meeting of the Watermaster Board on January 22, 2009, as printed from the Watermaster website.
23 I was present at this meeting.

24 12. Attached hereto as Exhibit B is a true and complete copy of a letter I received from
25 Watermaster CEO Ken Manning on or about January 15, 2010.

26 13. Attached hereto as Exhibit C is a true and complete copy of a letter which I am
27 informed and believe that Watermaster CEO Ken Manning delivered to 10 of the 19 members of
28 the Non-Ag Pool by overnight mail on or about January 17, 2010.

1 14. Attached hereto as Exhibit D is a true and complete copy of a report prepared by
2 Watermaster staff which was included in the agenda package for the meeting of the Appropriative
3 Pool on October 1, 2009, as printed from the Watermaster website.

4 15. I have reviewed Section 58 of the Judgment. To my knowledge, Watermaster has
5 never prepared a form of waiver pursuant to Section 58 of the Judgment or circulated such a form
6 to any member of the Non-Ag Pool. To my knowledge, no member of the Non-Ag Pool has
7 signed such a waiver, or filed such a waiver with Watermaster.

8 16. I estimate that I received hundreds of e-mails during the period between December
9 21, 2007 and December 21, 2009, in what might be considered "generic" form, giving notice of
10 posting of agendas, agenda packages and minutes on the FTP internet site, and more notices about
11 updates and revisions thereto, for the Board, the Advisory Committee, the Appropriative Pool, the
12 Agricultural Pool, the Non-Agricultural Pool and various ad hoc committees.

13 17. Attached hereto as Exhibit E is a true and complete copy of an e-mail I received on
14 September 17, 2009. The e-mail references an agenda package for the September 22 meeting of
15 the Watermaster Board. I have reviewed the referenced agenda package, which is an electronic
16 file on the Watermaster FTP site. The file is in pdf format, is 18.38MB in size, and 126 pages
17 long. Included within the file are six pages of unapproved minutes of the August 27 meeting of
18 the Watermaster Board.

19 18. As part of the Peace II Measures, the members of the Non-Ag Pool agreed to
20 transfer to Watermaster 10% of all their water held in storage on June 30, 2007, and agreed
21 perpetually to transfer to Watermaster 10% of all water held in storage after June 30, 2007, in
22 both cases for purpose of providing desalter replenishment.

23 **Statement Re Role Of Watermaster And Watermaster Counsel**

24 19. Of the 9 members of the Watermaster Board, 3 are municipal water districts. One
25 of those 3 municipal water districts is also a member of the Appropriative Pool.

26 20. With respect to those matters on which the Watermaster Board typically votes, the
27 interests of the 3 municipal water districts which are members of the Watermaster Board are
28 substantially the same as those of the members of the Appropriative Pool that are members of the

1 Board. With respect to such matters, the Board members who represent the municipal water
2 districts vote in the same manner as the Board members who represent the Appropriative Pool.

3 21. During the period that I have been Chair of the Non-Ag Pool, I have understood
4 that the Brownstein law firm was counsel for all of Watermaster.

5 22. During the negotiation of the Peace II Agreement, the Brownstein law firm
6 advised me about its legal meaning and effect. I am informed and believe that the Peace II
7 Agreement was drafted by the Brownstein law firm. No attorneys other than attorneys from the
8 Brownstein law firm advised me in connection with the Peace II Agreement.

9 23. Based upon my personal knowledge and information and belief, from 2003 until
10 early 2010 (when the Non-Ag Pool retained the law firm of Hogan & Hartson as its counsel), a
11 Brownstein lawyer attended all or substantially all public meetings of the Non-Ag Pool, sat in a
12 chair next to or near the Chair or Vice Chair at those public meetings, and answered legal
13 questions from the me and others. When legal documents relating to Watermaster required my
14 signature, a Brownstein lawyer presented them for signature to me. During the period from 2003
15 to early 2010, I considered the Brownstein law firm to be the source for legal advice on matters
16 affecting the Non-Ag Pool. During that period, I do not recall the Brownstein law firm stating
17 otherwise, or recommending that the Non-Ag Pool retain separate counsel.

18 24. On or about January 18, 2010, Michael Fife stated to me that the Brownstein law
19 firm represents "only the Watermaster Board".

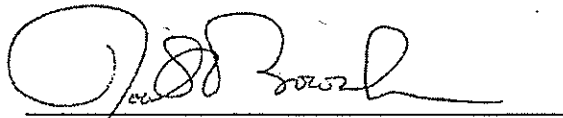
20 **Response to Statement By City of Ontario**

21 25. In late January or early February 2010, after this dispute arose, Mr. Jeske informed
22 me that he had advised the City of Ontario not to accept Watermaster's January 17, 2009 tender
23 of payment under the Peace II Option Agreement. At the time Mr. Jeske so informed me, we
24 were not in a confidential session of any Watermaster meeting.

25 26. During the period that I have represented Vulcan on the Non-Ag Pool Committee,
26 Mr. Jeske has not been the City of Ontario's representative on the Non-Ag Pool Committee.
27 During 2009, Mr. Mohammed El Amany was the City of Ontario's representative on the Non-
28 Agricultural Pool Committee.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Claremont, California on May 10, 2010.



Robert W. Bowcock

DECLARATION OF
KEVIN D. SAGE

DECLARATION OF KEVIN D. SAGE

I, Kevin D. Sage, declare as follows:

1. I am an employee of Integrated Resource Management, LLC. Except for those matters stated herein upon information and belief, I know the following of my own personal knowledge and would so testify if called upon to do so. With respect to those matters stated herein upon information belief, I am informed and believe them to be true.

2. Since approximately 2003, I have served as the alternate to Robert W. Bowcock as the designated representative of Vulcan Materials Company in matters relating to the Non-Agricultural (Overlying) Pool of the Chino Basin Watermaster (the "Non-Ag Pool").

3. Since 2007, I have served as Vice Chair of the Non-Ag Pool, and as the alternate to Mr. Bowcock on the Advisory Committee and the Watermaster Board.

4. No member of the Non-Ag Pool, other than Vulcan, has ever authorized me to act as its agent for giving or receiving notice.

5. I have reviewed the most recent Annual Report of Watermaster. According to the Annual Report, the City of Ontario has the following rights:

Appropriative Right	16,337.40 acre feet
Non-Agricultural Right	2,332.54 acre feet

6. I have reviewed the roster of the members of the Appropriative Pool for 2009. According to the roster, Kenneth Jeske was the Chair of Appropriative Pool for 2009. During 2009, Mr. Jeske was the City of Ontario's representative on the Appropriative Pool Committee.

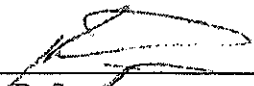
7. I attended each of the meetings of the Appropriative Pool during the period August through December 2009. I have also reviewed the minutes of meetings of the Appropriative Pool for the period August through December 2009. According to the minutes, Kenneth Jeske was present at each of those meetings, and chaired the meetings.

8. During that period, confidential sessions of the Appropriative Pool were routinely held at or after completion of meetings of the Appropriative Pool. The stated purpose of the confidential session was always, to my recollection, discussion of the Peace II Option Agreement. As Chair, Mr. Jeske routinely moved or called for such confidential sessions himself.

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9. Prior to the start of all of these confidential sessions, Mr. Jeske, as Chair of the Appropriative Pool, asked that me and any other members of the Non-Ag Pool then present to leave the meeting room, and I did leave. Prior to the start of these confidential sessions, Mr. Jeske routinely asked Watermaster staff and counsel to remain in the meeting room, and they did stay. I am informed and believe that Watermaster staff were under instructions from the Appropriative Pool and Watermaster counsel not to disclose to any member of the Non-Ag Pool, any information discussed in any such confidential session.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Claremont, California on May 10, 2010.



Kevin D. Sage

DECLARATION OF
ALLEN W. HUBSCH

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DECLARATION OF ALLEN W. HUBSCH

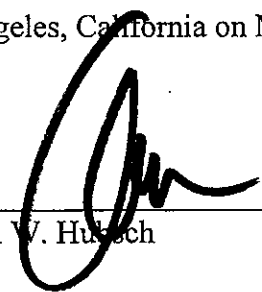
I, Allen W. Hubsch, declare as follows:

1. I know the following of my own personal knowledge and would so testify if called upon to do so.

2. In January 2010, I asked, on behalf of the Non-Ag Pool, that the Watermaster provide evidence whether any members of the Non-Ag Pool had consented to delivery of the written Notice of Intent to Purchase by electronic means. On February 4, 2010, during a meeting with Watermaster staff and Watermaster counsel Michael Fife, Watermaster staff provided me with the page attached hereto as Exhibit F. It is my recollection that Watermaster staff informed me that this paper had been placed on a table or posted at one or more Watermaster Board meetings. It is my recollection that, during the meeting, Mr. Fife stated that, in his opinion, this paper evidenced consent of the members of the Non-Ag Pool to electronic delivery of the written Notice of Intent to Purchase.

3. Attached as Exhibit G is a true and complete copy of the biography of Scott Slater, printed from the website of the law firm of Brownstein Hyatt Farber Schreck LLP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Los Angeles, California on May 10, 2010.



Allen W. Hubsch

EXHIBIT A

Minutes
CHINO BASIN WATERMASTER
ANNUAL WATERMASTER BOARD MEETING

January 22, 2009

The Annual Watermaster Board Meeting was held at the offices of the Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, CA, on January 22, 2009 at 11:00 a.m.

WATERMASTER BOARD MEMBERS PRESENT

Ken Willis, Chair	City of Upland
Bob Kuhn	Three Valleys Municipal Water District
Charles Field	Western Municipal Water District
Jim Curatalo	Cucamonga Valley Water District
Michael Whitehead	Fontana Water Company
Michael Camacho	Inland Empire Utilities Agency
Bob Bowcock	Vulcan Materials Company
Paul Hofer	Agricultural Pool
Geoffrey Vanden Heuvel	Agricultural Pool

Watermaster Staff Present

Ken Manning	CEO
Sheri Rojo	CFO/Asst. General Manager
Ben Pak	Senior Project Engineer
Danielle Maurizio	Senior Engineer
Sherri Lynne Molino	Recording Secretary

Watermaster Consultants Present

Scott Slater	Brownstein, Hyatt, Farber & Schreck
Michael Fife	Brownstein, Hyatt, Farber & Schreck
Mark Wildermuth	Wildermuth Environmental, Inc.

Others Present

Jennifer Novak	State of California Dept. of Justice, CIM
Bob Feenstra	Ag Pool – Dairy
Jeff Pierson	Ag Pool – Crops
Rick Hansen	Three Valleys Municipal Water District
David DeJesus	Three Valleys Municipal Water District
Robert DeLoach	Cucamonga Valley Water District
Mark Kinsey	Monte Vista Water District
Ken Jeske	City of Ontario
Robert Tock	Jurupa Community Services District
Ron Craig	City of Chino Hills
Dave Crosley	City of Chino
Charles Moorrees	San Antonio Water Company
Raul Garibay	City of Pomona
Marty Zvirbulis	Cucamonga Valley Water District
Mohamad El Amamy	City of Ontario
Terry Catlin	Inland Empire Utilities Agency
Sandra Rose	Monte Vista Water District
Rich Atwater	Inland Empire Utilities Agency
Martha Davis	Inland Empire Utilities Agency
Steven Lee	Reid & Hellyer
Eunice Ulloa	Chino Basin Water Conservation District

The annual Watermaster Board Meeting was called to order by acting Chair Willis at 11:00 a.m.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

No public comments were made.

AGENDA - ADDITIONS/REORDER

No additions or reorders were made to the agenda.

INTRODUCTIONS - CALENDAR YEAR 2009 WATERMASTER BOARD MEMBERS

Bob Bowcock	Non-Agricultural Pool
Michael Camacho	Inland Empire Utilities Agency
James Curatalo	Cucamonga Valley Water District
Charles Field	Western Municipal Water District
Paul Hofer	Agricultural Pool (Crops)
Bob Kuhn	Three Valleys Municipal Water District
Geoffrey Vanden Heuvel	Agricultural Pool (Dairy)
Michael Whitehead	Fontana Water Company
Ken Willis	City of Upland

RECOGNITION OF OUTGOING WATERMASTER BOARD MEMBERS

1. Mr. Jim Bowman
Mr. Bowman thanked staff, legal counsel, and Board members for an outstanding job on the Peace II efforts.

I. CALENDAR YEAR 2008 OFFICERS – Action

A. ELECTION OF OFFICERS

1. Nominations will be heard for Watermaster Board Chair
2. Nominations will be heard for Watermaster Board Vice-Chair
3. Nominations will be heard for Watermaster Board Secretary/Treasurer

Election Results:

Mr. Ken Willis, Board Chair
Mr. Bob Kuhn, Board Vice-Chair
Mr. Jim Curatalo, Board Secretary/Treasurer

II. CONSENT CALENDAR

A. MINUTES

1. Minutes of the Watermaster Board Meeting held December 18, 2008

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of December 2008
2. Watermaster Visa Check Detail
3. Combining Schedule for the Period July 1, 2008 through November 30, 2008
4. Treasurer's Report of Financial Affairs for the Period October 1, 2008 through November 30, 2008
5. Budget vs. Actual July 2008 through November 2008

- C. **LOCAL AGENCY INVESTMENT FUND**
Resolution 09-02 – Resolution Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF)
- D. **LEVYING REPLENISHMENT & ADMINISTRATIVE ASSESSMENTS**
Resolution 09-03 – Resolution of the Chino Basin Watermaster Levying Replenishment and Administrative Assessments for Fiscal Year 2008-2009
- E. **NOTICE OF INTENT**
Annual Filing of Notice of Intent Regarding the Determination of Operating Safe Yield
- F. **INDEPENDENT FINANCIAL AUDIT**
Mayer Hoffman McCann P.C. Independent Watermaster Financial Audit

*Motion by Field, second by Curatalo, and by unanimous vote
Moved to approve Consent Calendar A through F, as presented*

II. **BUSINESS ITEM**

A. **BUDGET TRANSFER**

Mr. Manning offered background on this item which has been on a previous agenda. Mr. Manning stated this item comes to you with an 80% no vote from the Advisory Committee meeting this morning; the Agricultural Pool representatives voted yes. This recommendation of a no vote from the Advisory Committee means the Board has no position to vote on this item. Chair Willis stated that as noticed in the Watermaster by-laws even if this committee voted unanimously the item would not stand. Chair Willis stated with this being brought forward as it is, this item will be removed. Mr. Bowcock stated he did talk about the item at length at the Advisory Committee meeting this morning and in listening to the Appropriators, there were some very good points brought up. Mr. Bowcock noted he personally witnessed no less than three attempts to reach out to the Agricultural Pool to make this issue go away. Mr. Bowcock commented on how unfortunate this situation is to have caused such a rift between the Pools, because there are solutions out there. Mr. Bowcock urged the participants in all Pools to work through this sad affair quickly. Chair Willis asked Mr. Bowcock and Mr. Vanden Heuvel to be on a committee to try and resolve this situation and to have a meeting take place here at the Watermaster office with the parties involved to come up with a solution. Both Mr. Bowcock and Mr. Vanden Heuvel stated they would work on getting this resolved.

IV. **REPORTS/UPDATES**

A. **WATERMASTER GENERAL LEGAL COUNSEL REPORT**

1. **February 2, 2009 Hearing**

Counsel Slater stated there is a February 2nd and potentially a February 3rd hearing scheduled for Watermaster to respond to certain inquiries that the Judge had at the November, 2008, hearing. As the Board is aware legal counsel has been in the process of contacting the parties and fulfilling our commitment to prepare an outline with regard to testimony that each of our witnesses would provide at the hearing. Legal counsel and staff are trying to reduce the potential for conflict and create security to all the parties about what is going to be covered at the hearing. An outline was published as to what was intended to be shown to the Judge regarding our case. This outline also contained a list of prospective witnesses to display an open and transparent witness preparation process. This preparation has been very helpful in reducing the extent of conflict that may occur at this hearing. It will be important to have an efficient and streamlined hearing process in front of the court. There is a proposed revised pleading which summarizes that which has been noted here today on the back table. The witnesses are being offered by Watermaster and are Watermaster witnesses and designed to provide a representative sample by the people who are most knowledgeable about given subjects.

2. Hanson Aggregates Litigation

Counsel Fife stated a tentative settlement has taken place with Hanson Aggregates' and the final documents are still in the works. Calls have been placed to the Hanson Aggregates attorney to no avail and yesterday was told their legal counsel that has been working on this case no longer is working for the law firm. This has set things back slightly; however, the conceptual settlement that is in place is still good.

3. Sale/Auction of Overlying Non-Agricultural Water

Counsel Slater stated this item has not been to the Board previously in its present form and it is not before the Board for any specific action. However, this committee does need to be made aware of a process that is underway, and the intention is to implement an agreement. The context is that during the Peace II process Watermaster executed an agreement and that agreement was approved by the court which was a Purchase and Sale Agreement. That agreement allows Watermaster to purchase water which is presently held in storage and then to use that water in connection for one of two purposes; 1) Watermaster can exercise the option and buy water and use it for a Storage & Recovery Agreement or, 2) Watermaster can use it in connection with Desalter replenishment. The agreement has a two year shelf life; and that agreement would expire at the end of 2009. If Watermaster fails to exercise its option rights to purchase the water in this calendar year, that water would then default back and be made available to the Appropriators under another provision in the Peace II Agreement. There is great interest in trying to harvest the usage of this resource to generate funds that would be made available to the Watermaster and Watermaster families to deploy towards offsetting costs or to provide a broad benefit. After much investigation, the Price Floor Auction appeared to be the best way to move forward with this endeavor. Counsel Slater explained in detail what a price floor auction is and how it works. The process cannot be complete without the Board's approval of the concept and a Storage Agreement which will then in turn go to the court for approval. This must take place prior to going to auction. Counsel Slater stated this will come back to this Board in the form of an agreement, with a proposal for a Storage & Recovery agreement, an analysis of potential for material physical harm, and a proposal made to as to how the broad benefit requirement that is established into the Peace II agreement is satisfied. A lengthy discussion with regard to this matter ensued. Counsel Slater stated Watermaster does not have the expertise to run the actual auction and will need technical assistance. More will follow on this aspect. A discussion regarding the water which is being discussed and the actual bidding process ensued. Mr. Manning stated this item will come back as Counsel Slater noted.

B. ENGINEERING UPDATES

1. Progress Report on Recharge Master Plan

Mr. Wildermuth gave the presentation on the progress on the Recharge Master Plan. It was noted the start of this plan began in October, 2008, at the Strategic Planning Conference. The detailed scoping and scheduling are complete and the consultant team which includes Wildermuth Environmental, Black & Veatch, and Wagner Engineers. The technical work was started and the production optimization task was added in January, 2009. Mr. Wildermuth stated there will be eleven workshops to cover the key points and stakeholder input is necessary. Mr. Wildermuth expanded on the Content Management Website which went live in January, 2009. A discussion regarding Mr. Wildermuth's presentation ensued. Mr. Manning stated Watermaster, in the development of the Content Management Website process, made the commitment this would be an open and transparent process with the continuous scheduling of workshops. Mr. Manning noted by the end of next week the Content Management Website will be linked onto the Watermaster Website and will be titled "Recharge Master Planning."

2. Background and Conceptual Scoping of the Pumping Optimization Investigation

No comment was made regarding this item.

3. Oral Progress Report on other Wildermuth Environmental Activities
No comment was made regarding this item.

C. CEO/STAFF REPORT

1. Legislative Update

Mr. Manning stated there is a detailed legislative report provided by Inland Empire Utilities Agency starting on page 151 of the meeting packet. There is a new administration in Washington DC and it is not known how that will affect us. The economic stimulus package will be a great topic of discussion in Washington over the next several months. There will be some funds put towards infrastructure and hopefully a portion of those funds will be channeled into the Chino Basin. Mr. Manning stated thus far there is no change in the state's \$42 billion dollars debt crisis and there appears to be no legislative remedy. There is still a great deal of discussion in Sacramento regarding a Water Bond.

2. Recharge Update

Mr. Manning stated a copy of the recent recharge activity is on the back table. Staff did record the single largest day of storm water capture in the Chino Basin history which was slightly over 1,500 acre-feet in one day. Since that one large storm in December there have not been many more significant storms; however, there are storms predicted to hit possibly today through the weekend. The drought issue is still critical in southern California in terms of rainwater.

V. INFORMATION

1. Newspaper Articles

No comment was made regarding this item.

VI. BOARD MEMBER COMMENTS

No comment was made regarding this item.

VII. OTHER BUSINESS

No comment was made regarding this item.

VIII. FUTURE MEETINGS

January 22, 2009	8:00 a.m.	IEUA Dry Year Yield Meeting @ CBWM
January 22, 2009	9:00 a.m.	Annual Advisory Committee Meeting
January 22, 2009	11:00 a.m.	Annual Watermaster Board Meeting
January 27, 2009	9:00 a.m.	GRCC Meeting
February 2 & 3, 2009		CBWM Hearing – San Bernardino Court
February 12, 2009	10:00 a.m.	Joint Appropriative & Non-Agricultural Pool Meeting
February 17, 2009	9:00 a.m.	Agricultural Pool Meeting @ IEUA
February 26, 2009	8:00 a.m.	IEUA Dry Year Yield Meeting @ CBWM
February 26, 2009	9:00 a.m.	Advisory Committee Meeting
February 26, 2009	11:00 a.m.	Watermaster Board Meeting

The Annual Watermaster Board meeting was dismissed by Chair Willis at 12:05 p.m.

Secretary: _____

Minutes Approved: February 26, 2009

EXHIBIT B



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

KENNETH R. MANNING
Chief Executive Officer

January 14, 2010

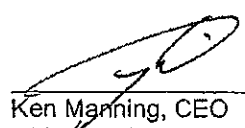
Dear Non-Agricultural Pool Member:

As you may recall, Watermaster entered into discussions and negotiations with parties in the Basin, and these conversations resulted in our Peace II settlement agreement. Part of that document allows for the sale of water in storage from the Non-Agricultural Pool to the Appropriators. In accordance with this provision, the Appropriators have exercised their option to purchase the stored water. The attached payment represents one quarter of the full payment. You will receive the subsequent three payments annually, beginning in January, 2011. ✓

The negotiations to resolve the outstanding issues in the Peace II document took over four years of collaborative effort. As part of that settlement agreement, Non-Agricultural members are allowed to sell water remaining in their storage accounts on an annual basis to Watermaster before December 31 (or whenever Watermaster makes a call to purchase additional stored water). The amount Watermaster will pay is tied to the Metropolitan Water District's published replenishment water price; Watermaster pays 92 percent of this MWD rate. Attached to this letter is a reconciliation of your storage account, which represents your balance as of June 30, 2009 less the initial sale of water as prescribed in the Peace II documents.

Please call if you have any questions regarding this or any other matter.

Sincerely yours,



Ken Manning, CEO
Chino Basin Watermaster

Robert Bowcock, Chairman
Non-Agricultural Pool

Non-Agricultural Pool Storage Account Balance
Following sale of water pursuant to Peace II Agreement

	Local Storage Balance as of 6/30/09	Less 2% Losses	Subtotal Storage	Less Amount Allocated/Sold	Remaining Storage Balance
Ameron, Inc.	2,053.411	(41.068)	2,012.343	(1,960.539)	51.804
Aqua Capital Management	10,076.934	(201.539)	9,875.395	(9,057.725)	817.670
Auto Club Speedway	2,002.622	(40.052)	1,962.570	(1,410.054)	552.516
California Steel Industries, Inc.	3,036.569	(60.731)	2,975.838	(3,161.774)	(185.936)
Ontario, City of	14,517.533	(290.351)	14,227.182	(13,633.504)	593.678
Praxair, Inc.	4,793.031	(95.861)	4,697.170	(4,463.259)	233.911
RRI Etiwanda, Inc.	6,128.256	(122.565)	6,005.691	(6,016.559)	(10.868)
San Bernardino Cty (Airport)	176.728	(3.535)	173.193	(184.014)	(10.821)
So. Cal Edison Company	252.867	(5.057)	247.810	(212.568)	35.242
Swan Lake Mobile Home Park	3,256.676	(65.134)	3,191.542	(2,630.551)	560.991

13858

Security features. Details on back.

CHINO BASIN WATERMASTER
9641 SAN BERNARDINO RD.
RANCHO CUCAMONGA, CA 91730
909-484-3888

BANK OF AMERICA
GOVERNMENT BANKING-SOUTHERN CA
555 S. FLOWER ST., 8TH FL.
LOS ANGELES CA
16-66-1220

PAY TO THE ORDER OF AQUA CAPITAL MANAGEMENT LP

1/14/2010

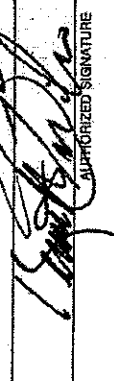
\$ **459,138.34

Four Hundred Fifty-Nine Thousand One Hundred Thirty-Eight and 34/100***** DOLLARS

AQUA CAPITAL MANAGEMENT LP
444 REGENCY PARKWAY DRIVE
SUITE 300
OMAHA, NE 68114

TWO SIGNATURES REQUIRED OVER \$1000.00

MEMO 1049


AUTHORIZED SIGNATURE

⑆0⑆3⑆5⑆8⑆ ⑆⑆22000666⑆ ⑆⑆3⑆⑆⑆⑆⑆0008⑆⑆

CHINO BASIN WATERMASTER

AQUA CAPITAL MANAGEMENT LP

Date 1/14/2010
Type Bill
Reference

1/14/2010

Original Amt. 459,138.34

Balance Due 459,138.34

Discount

Payment 459,138.34

Check Amount

459,138.34

13858

Bank of America Gen'l 1049

459,138.34

EXHIBIT C



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

KENNETH R. MANNING
Chief Executive Officer

January 14, 2010


Dear Non-Agricultural Pool Member:

As you may recall, Watermaster entered into discussions and negotiations with parties in the Basin, and these conversations resulted in our Peace II settlement agreement. Part of that document allows for the sale of water in storage from the Non-Agricultural Pool to the Appropriators. In accordance with this provision, the Appropriators have exercised their option to purchase the stored water. The attached payment represents one quarter of the full payment. You will receive the subsequent three payments annually, beginning in January, 2011.

The negotiations to resolve the outstanding issues in the Peace II document took over four years of collaborative effort. As part of that settlement agreement, Non-Agricultural members are allowed to sell water remaining in their storage accounts on an annual basis to Watermaster before December 31 (or whenever Watermaster makes a call to purchase additional stored water). The amount Watermaster will pay is tied to the Metropolitan Water District's published replenishment water price; Watermaster pays 92 percent of this MWD rate. Attached to this letter is a reconciliation of your storage account, which represents your balance as of June 30, 2009 less the initial sale of water as prescribed in the Peace II documents.

Please call if you have any questions regarding this or any other matter.

Sincerely yours,



Ken Manning, CEO
Chino Basin Watermaster

Non-Agricultural Pool Storage Account Balance
Following sale of water pursuant to Peace II Agreement

	Local Storage Balance as of 6/30/09	Less 2% Losses	Subtotal Storage	Less Amount Allocated/Sold	Remaining Storage Balance
Ameron, Inc.	2,053.411	(41.068)	2,012.343	(1,960.539)	51.804
Aqua Capital Management	10,076.934	(201.539)	9,875.395	(9,057.725)	817.670
Auto Club Speedway	2,002.622	(40.052)	1,962.570	(1,410.054)	552.516
California Steel Industries, Inc.	3,036.569	(60.731)	2,975.838	(3,161.774)	(185.936)
Ontario, City of	14,517.533	(290.351)	14,227.182	(13,633.504)	593.678
Praxair, Inc.	4,793.031	(95.861)	4,697.170	(4,463.259)	233.911
RRI Etiwanda, Inc.	6,128.256	(122.565)	6,005.691	(6,016.559)	(10.868)
San Bernardino Cty (Airport)	176.728	(3.535)	173.193	(184.014)	(10.821)
So. Cal Edison Company	252.867	(5.057)	247.810	(212.568)	35.242
Swan Lake Mobile Home Park	3,256.676	(65.134)	3,191.542	(2,630.551)	560.991

EXHIBIT D



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730.
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

KENNETH R. MANNING
Chief Executive Officer

STAFF REPORT

DATE: October 1, 2009
TO: Appropriative Pool
SUBJECT: Auction Water Disposition

SUMMARY

Issue – Consider request from Fontana Water Company re disposition of 2,600 AF of water purchased through the Purchase and Sale Agreement

Recommendation – Staff recommends dedicating the water to desalter replenishment

Financial Impact – unknown at this time

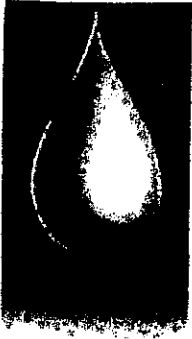
The *Purchase and Sale Agreement for the Purchase of Water by Watermaster from Overlying (Non-Agricultural) Pool* identifies the "Storage Transfer Quantity" as that amount held in storage by the members of the Non-Agricultural Pool as of June 30, 2007 less a ten percent dedication for the purpose of Desalter Replenishment. (Purchase and Sale Agreement Section B.) Watermaster planning for the auction of the Storage Transfer Quantity has assumed an amount of 36,000 AF. The actual amount is 38,600 AF, leaving a remainder of 2,600 AF.

Initial discussion at the Appropriative Pool indicated to Watermaster that the remainder of 2,600 AF should be dedicated to Desalter Replenishment. Following this discussion Fontana Water Company sent a letter dated August 28, 2009 requesting that the Appropriative Pool consider using the 2,600 AF for the purpose of reducing the Cumulative Unmet Replenishment Obligation (CURO). Watermaster has placed the item on the Appropriative Pool agenda pursuant to this request.

According to the Purchase and Sale Agreement, there are essentially three options for disposition of this water. The first two are the use and distribution pursuant to Section F of the Purchase and Sale Agreement. According to Section F, the purchased water may be used in a manner consistent with Section 5.3(e) of the Peace Agreement. Section 5.3(e) allows the water to be used either for Desalter Replenishment or in connection with a Storage and Recovery Program.

The third option falls under the Early Termination provision of Section H of the Purchase and Sale Agreement. Under this provision if the Notice of Intent to Purchase is not issued by December 21, 2009, then the water is distributed to members of the Appropriative Pool according to the amended Paragraph 9 of the Appropriative Pool pooling plan (Exhibit G to the Judgment). Under Exhibit G, paragraph 9, the members of the Non-Agricultural Pool may, in their discretion, make water available to Watermaster to be distributed pro-rata to members of the Appropriative Pool. It is an open question whether the Early Termination provisions of Section H can be applied to only a portion of the Storage Transfer Quantity, but regardless, utilization of this process does not appear to accomplish the goals of Fontana Water Company as stated in the August 28, 2009 letter. First, it would be up to the individual discretion of the members of the Non-Agricultural Pool whether or not to make this water available, and even if they did, the water would be distributed pro rata to the members of the Appropriative Pool. Each individual Appropriator would receive a relatively small portion of the water and whether that individual would choose to use the water in some manner to reduce the CURO is not known.

Watermaster therefore recommends that the 2,600 be used according to Section F of the Purchase and Sale Agreement for either Desalter Replenishment or for use in a Storage and Recovery Program. Since the previous Appropriative Pool discussions have indicated that as between these two options the preference of the Pool was to use it for Desalter Replenishment, Watermaster recommends this as the final disposition.



FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

8440 NUEVO AVENUE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

August 28, 2009

Mr. Ken Manning
Chief Executive Officer
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, California 91730

Subject: Chino Basin Replenishment

Dear Mr. Manning:

I am writing to express serious concern about how an additional 2,600 acre-feet of non-ag overlying pool water can be put to the highest and best beneficial use.

As you know, the Chino Basin is a primary source of groundwater for 15 water producers. Unfortunately, California has been confronted with drought conditions for over three years and potentially facing another year of lower than average precipitation. The Basin's cumulative unmet replenishment obligation ("CURO") is a key topic at the Strategic Planning Conference in September, but even so, sound Basin management policy and practices require Watermaster and water producers to focus on reducing the CURO now.

Over the last year, the Chino Basin Watermaster Board and Pools have discussed an auction of non-ag overlying rights in storage with the resulting revenue being devoted to Basin recharge projects that provide a broad mutual benefit to all appropriators and is essential for the future of the basin. However, at the last Appropriative Pool meeting there was discussion about an additional 2,600 acre-feet of non-ag overlying rights that could be purchased for the auction, or utilized for desalter replenishment, or for a separate storage and recovery agreement. At the August 13, 2009 meeting, the Appropriative Pool

Mr. Ken Manning
Chino Basin Watermaster
Page 2
September 1, 2009

recommended that this water should be used for desalter replenishment. Upon further review of the auction and the additional water that has become available, Fontana Water Company urges the Appropriative Pool and Watermaster to allocate this additional water to reduce the Basin's CURO.

The requirements of the auction provide 10 percent or 4,000 acre-feet of the total non-ag pool water to desalter replenishment. For that reason, there is no need to allocate the additional 2,600 acre-feet to desalter replenishment. On the other hand, there is a compelling need for Watermaster to take action to reduce the CURO. That could readily be accomplished by either Watermaster purchasing it to offset part of the CURO or add it to the auction and expressly earmark it for that purpose. Accordingly, I respectfully urge Watermaster and the Appropriators to allocate this additional 2,600 acre-feet as recommended above to assure that the water is devoted to its highest and best and most urgently needed beneficial use. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to be 'RKY', enclosed within a large, stylized oval shape.

Robert K. Young
Assistant General Manager

RKY:yn

cc: Ken Jeske, Chairman-Appropriative Pool

EXHIBIT E

From: Sherri Lynne Molino [mailto:SMolino@CBWM.ORG]
Sent: Thursday, September 17, 2009 2:01 PM
To: undisclosed-recipients
Subject: September Advisory & Board Agendas & Package Now Ready

The Advisory Committee agenda and package for **Thursday, September 24, 2009 at 9:00 a.m.** and the Watermaster Board agenda and package for **Thursday, September 24, 2009 at 11:00 a.m.** are now available on our ftp site (address below) for review and/or download. Please mark your calendars for these important meetings and please pay special attention to the Future Meeting list below. As a reminder lunch will be serviced directly after the Board meeting.

www.cbwm.org/ftp

FUTURE MEETINGS

September 22, 2009	10:00 a.m.	Water Quality Meeting @ CBWM
September 24, 2009	8:00 a.m.	IEUA Dry Year Yield Meeting @ CBWM
September 24, 2009	9:00 a.m.	Advisory Committee Meeting @ CBWM
September 24, 2009	11:00 a.m.	Watermaster Board Meeting @ CBWM
September 28, 2009	11:00 a.m.	Golf Tournament @ Oak Quarry
September 28, 2009	5:00 p.m.	Strategic Planning Kick-Off Reception @ Oak Quarry
September 29, 2009	7:30 a.m.	Strategic Planning Conference @ Etiwanda Gardens

NEW CHINO BASIN WATERMASTER MEETING SCHEDULE TAKES EFFECT IN OCTOBER:

October 1, 2009	1:00 p.m.	Appropriative & Non-Agricultural Pool Meeting @ CBWM
October 8, 2009	9:00 a.m.	Agricultural Pool Meeting @ IEUA
October 15, 2009	8:00 a.m.	IEUA Dry Year Yield Meeting @ CBWM
October 15, 2009	9:00 a.m.	Advisory Committee Meeting @ CBWM
October 22, 2009	11:00 a.m.	Watermaster Board Meeting @ CBWM
October 22, 2009	1:00 p.m.	Recharge Master Plan Workshop @ CBWM

Thank you,



Sherri Lynne Molino

Be kinder than necessary, for everyone you meet is fighting
some kind of battle

Executive Assistant

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, Ca 91730

Tel: (909) 484-3888 ext 228

Fax: (909) 484-3890

smolino@cbwm.org

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EXHIBIT F

URGENT MESSAGE

Starting January 1, 2008 we will no longer be mailing our packages out and you will need to provide us with your email address. All agendas/packages can be downloaded and printed off our ftp site www.cbwm.org/ftp if you do not have an email address you will be able to pick a package up at the Chino Basin Watermaster office.

Thank you for your understanding,

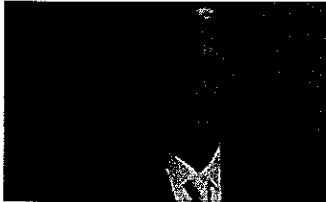
Chino Basin Watermaster

EXHIBIT G

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Scott S. Slater
Shareholder
sslater@bhfs.com
v-card
Los Angeles
T 310.500.4600 F 310.500.4602
Santa Barbara
T 805.882.1420 F 805.965.4333

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Scott S. Slater

Based in the firm's Los Angeles office, Mr. Slater is a Shareholder in Brownstein Hyatt Farber Schreck and a member of the Water & Public Lands Group. An experienced litigator, Mr. Slater's legal practice now emphasizes negotiation and strategic planning for clients seeking to secure new water supplies and assisting them in meeting their objectives for reliability and sustainability. Mr. Slater serves as special water counsel to investor-owned utilities, private equity groups, private corporations, special districts, cities and large landowners.

Mr. Slater has more than 24 years experience representing clients in complex water matters, predominantly in the Western United States. He has conducted transactional counseling, negotiated and drafted proposed legislation, and represented clients in groundwater litigation and stream adjudication. He has also handled water resource and water quality cases before the California State Water Resources Control Board, the Public Utilities Commission and state and federal courts.

Among his more significant recent water transactions, in 2007 Mr. Slater acted as facilitator, negotiator and draftsman of a complex set of court approved agreements that will effectuate a novel groundwater management strategy in the Southern California Inland Empire. The agreements will allow for the harvesting of 400,000 acre-feet of groundwater and 10 mgd of expanded desalting capacity to dramatically curtail outflow to the Santa Ana River. In 2005 Mr. Slater completed negotiations for an agreement for the joint use of the Upper American River Project (UARP) for the benefit of El Dorado County, an area of origin community at the headwaters of the American River. Through the Quantification Settlement Agreement, in 2003 he capped nearly a decade of effort by negotiating agreements for transfer of 277,000 acre-feet per year for the San Diego County Water Authority, the largest water transfer in United States history.

Mr. Slater has been active in numerous water adjudication and litigation matters and he has a working knowledge of every adjudicated groundwater basin in California, including the Chino Basin, the San Fernando Basin, the Six Basins, the Seaside Basin, the Santa Paula Basin, the Central and West Coast Basins, the Mojave Basin, the Goleta Basin, and the Sacramento Basin.

An accomplished author and public speaker, Mr. Slater is frequently called upon to present at national water and environmental conferences. He is the author of a two-volume treatise titled California Water Law and Policy. He has served as an adjunct professor at the University of Pepperdine School of Law (1996-2002), a visiting lecturer at the University of Western Australia and at various universities in the People's Republic of China. In addition, Mr. Slater has been appointed to water management boards and

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Groundwater Management: Exploring the Options >>

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Representative Matters

Chino Basin Municipal Water District v. City of Chino

Resolution of Water Rights Complaint and ESA Compliance on behalf of Regional Wholesale Water Supplier/Dam Operator

South Sutter County Service Area/USA

Cooperation Agreement (2005)

Supplemental Water Right Acquisition Quantification Settlement Agreement/QSA

Water Transfer from Imperial Irrigation District/QSA

Education

J.D., 1984, with distinction, University of the Pacific, McGeorge School of Law, Order of the Coif

B.A., 1980, with distinction, University of Redlands

Admitted

California

U.S. Court of Appeals, Ninth Circuit

Distinctions

Best Lawyers in America, 2010

California SuperLawyer

Who's Who in Professional Services

Memberships

Board Member (2000-present) and Chair (2003), American Ground Water Trust

Board Member, Chair Legislative Committee, California Groundwater Resources Association, 1999-2003

Chair, Natural Resources Subsection of the Real Property Law Section, State Bar of California, 2001-2004

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called upon repeatedly to serve as an expert witness in water law and the professional standard of care for water lawyers.

Mr. Slater was most recently named as general counsel of Cadiz Inc. While maintaining his shareholder position at Brownstein, he will be Cadiz's lead liaison with customer agencies and oversee the company's environmental and resource management efforts.

Selected Transactions

Peace II Agreements (2007). As general counsel to the Chino Basin Watermaster, facilitated, negotiated and drafted agreements among parties to the Judgment to implement the Optimum Basin Management Program. Represented the parties and Watermaster before the Court in securing approval of the a basin management strategy to secure hydraulic control through a coordinated groundwater extraction plan and desalting.

Cooperation Agreement (2005). Negotiated an agreement for the joint use of the Upper American River Project ("UARP") for the benefit of El Dorado County, an area of origin community at the headwaters of the American River. The agreement provided access to the UARP and the right to divert and store up to 40,000 acre feet of water annually.

Quantification Settlement Agreement (2003). Negotiated a series of complex agreements between State and Federal agencies for the settlement of disputes and the lining of the All-American Canal and the transfer of 277,700 acre-feet of water to San Diego County for the next 110 years.

Chino Basin Desalter Authority (2001). Facilitator and mediator in the formation of the Chino Basin Desalter Authority and \$350 million water supply contracts.

Peace Agreement - Chino Basin (2000). Facilitator and mediator as general counsel for the Chino Basin Watermaster for execution of a 400 million dollar Optimum Basin Management Program and Peace Agreement for the Chino Basin.

Agreement for the Sale of Santa Clarita Water Company (1999). Lead negotiator in 63 million dollar sale of an investor-owned utility to the Castaic Lake Water Agency.

Agreement for Treatment of Wastewater at Hyperion (1999). Negotiated thirty-year wastewater agreement for the City of Beverly Hills, City of Burbank and Universal Studios with the City of Los Angeles for use of the largest wastewater facility in the Western United States.

Agreement for the Exchange of Colorado River Water (1998). Lead negotiator of a \$1 billion 30-year water exchange agreement for the San Diego County Water Authority.

Agreement for the Seventy-Five Year Lease of Conserved Water by the San Diego County Water Authority From the Imperial Irrigation District (1998). Negotiated a several billion dollar, seventy-five year lease of 200,000 acre-feet of Colorado River water for the San Diego County Water Authority.

Agreement for the Purchase and Sale of the Oxnard Conduit (1996). Negotiated \$8.2 million lease and sale of unused capacity in the Oxnard Conduit to the Calleguas Municipal Water District.

Acquisition of Santa Paula Water Works for the City of Santa Paula (1995). Counsel of record for the City of Santa Paula in the \$18 million acquisition of Santa Paula Water Works, the utility retail water purveyor to residents within the City of Santa Paula and the surrounding unincorporated area.

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Water Supply Agreement for the Delivery of Water Through the Hueneme Pipeline (1995). Lead negotiator for the City of Oxnard in acquiring a forty-year water supply from the United Water Conservation District in Ventura County.

Adjudication/Water Litigation

Chino Basin Municipal Water District v. City of Chino, et al. (2000-). Continuing representation of Watermaster under a 1978 Judgment adjudicating all rights to groundwater and storage for a basin of approximately 6 million acre feet of usable storage.

SDCWA/IID Petition for Transfer (2002), Order WRO 2002-0013 (October 28, 2002). Revised Pursuant to Order WRO 2002-0016. Amended Joint Petition for Approval of a Long-Term Transfer of Conserved Water from IID to SDCWA, and to Change the Point of Diversion, Place of Use, and Purpose of Use under Permit 7643 (Application 7482).

The Hartwell Corporation et al., v. Superior Court of Ventura County (2002) 27 Cal.4th 256, Representation on Respondent and Prevailing Party.

In re Petition for Extension of Time for Salinas Reservoir (2000) WR 2013. Lead counsel and successful petitioner to approve Expansion of Salinas Reservoir for City of San Luis Obispo.

City of Barstow v. Mojave Water Agency (2000) 23 Cal.4th 1224. Amicus curie on behalf of California Water Association before the California Supreme Court.

Metropolitan Water District of Southern California v. All Persons Interested in the Matter (1998) (San Francisco Superior Court) Defended against validation action brought by the Metropolitan Water District concerning its water wheeling rates. Lead counsel for the defendant and prevailing party, the San Diego County Water Authority.

Southern California Water Company v. City of La Verne (1997). Lead counsel for Southern California Water Company in the adjudication of the Six Basins Area of Los Angeles and San Bernardino Counties. Stipulated judgment.

United Water Conservation District v. City of San Buenaventura (1996) (Ventura County Superior Court) Santa Paula Basin, Ventura County. Lead counsel for intervenors the Santa Paula Basin Pumpers Association, which was comprised of 98% of the total groundwater use within the Basin. Stipulated judgment.

Los Osos Valley Associates v. City of San Luis Obispo (1994) 30 Cal.App.4th 1670 [36 Cal.Rptr.2d 758] on appeal for the City of San Luis Obispo. Lead counsel on appeal from an adverse trial court judgment on behalf of City of San Luis Obispo.

Santa Clarita Water Company v. Castaic Lake Water Agency (1994) (Los Angeles Superior Court) Los Angeles County. Lead counsel for plaintiff Santa Clarita Water Company in action to enforce contractual rights to water. Case settled for \$500,000.

Santa Clarita Water Company v. Newhall Land & Farming, et al. (1991) (Los Angeles Superior Court) Santa Clara River Basin, Los Angeles County. Lead counsel for plaintiff and prevailing party Santa Clarita Water Company invalidating an agreement purporting to restrict the utilities right to extract groundwater.

Kern Island Association v. City of Bakersfield (1991) 40 P.U.C. 2d 65, Kern County. Lead counsel for defendant and prevailing party in action brought to restrict the distribution of water under a purchase agreement.

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WR 88-14 (SWRCB) San Simeon Creek, San Luis Obispo County (1989). Lead counsel for plaintiff and prevailing party San Simeon Creek Ranch in action to enforce priority of riparian rights and enjoin well interference.

Wright v. Goleta Water District (1985) 174 Cal.App.3d 70 [219 Cal.Rptr. 743] on appeal, retrial and subsequent appeal. Counsel of record on appeal, retrial and subsequent appeal in action to assert overlying owner priority to groundwater in the North Central Sub-basin of the Goleta Groundwater Basin.

Appointment and Expert Witnesses

Board of Directors, Ojai Basin Groundwater Management Agency, appointed to Board of Directors for a special act agency with responsibility for managing groundwater in Ojai, California, 1994-1996.

Expert Witness on water, water rights and attorney "standard of care" in administrative and civil proceedings.

- Mojave Water Adjudication Attorney's Fees, 57 CPUC 2d580 (1994)
- 851 Approval of American States Six Basins Adjudication, CPUC, 1999 Cal.PUC Lexis 647 (1999)
- Approval of Aerojet Settlement, 2005 WL 1798330 Cal.PUC 2nd (2005)
- 851 Approval of Folsom Lease, CPUC, 2004 Cal.PUC Lexis 95 (2004)

Publications & Presentations

"Water Banking: A Strategy to Achieve Sustainable Water for Southern California," panelist, Managing for Self Sufficiency: Water Resources Issues in Southern California Conference, Ontario, CA, February, 8, 2010.

"Central and West Basins, New Amendments for Storage," speaker, 8th Annual California Water Law Conference, November 5-6, 2009, Palm Springs, California

"State Water Resource Administration in the Free Trade Agreement Era: As Strong As Ever," *The Wayne Law Review*, January 2008

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