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**FEE EXEMPT**

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

11 CHINO BASIN MUNICIPAL WATER  
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.

CASE NUMBER: RCV 51010

Honorable Stanford E. Reichert

**CITY OF CHINO'S SUPPLEMENT  
TO STATUS REPORT ON  
WATERMASTER'S SAFE YIELD  
REDETERMINATION AND RESET**

Date: August 21, 2015

Time: 1:30 p.m.

Dept.: R6

(FEE- EXEMPT PURSUANT TO GOVERNMENT  
CODE § 6103)

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22 **THE CITY OF CHINO HEREBY SUBMITS THIS SUPPLEMENT TO THE**  
23 **"STATUS REPORT ON WATERMASTER'S SAFE YIELD REDETERMINATION**  
24 **AND RESET" (HEREAFTER "STATUS REPORT") AS FOLLOWS:**

25 **I.**

26 **INTRODUCTION**

27 The Status Report incompletely and inaccurately describes the work of Watermaster  
28 and it fails to disclose the justification and impact of the majority of that work.

1 The Status Report merely states that it seeks to inform the Court of “Watermaster’s  
2 ongoing efforts” to comply with what Watermaster describes as “prior orders” and asks the  
3 Court to “accept the Status Report and approve the proposed timeline for completion.”  
4 However, Watermaster’s work, as outlined in the key principles document, goes far beyond a  
5 redetermination of the Safe Yield of the Basin.

6 Furthermore, the Status Report seeks to justify Watermaster’s work on the basis of  
7 court orders dated July 13, 2000 and July 19, 2001 and two provisions of the Judgment. Yet,  
8 nothing in those orders or the Judgment authorize Watermaster to support a taking of the City  
9 of Chino’s water in storage, reduce the amount of water to which the City of Chino is entitled  
10 as conversion claims under the Judgment, or to rearrange the allocation of water under the  
11 Judgment in order to reduce the Parties obligation for Replenishment Water under the Peace  
12 Agreements in a way that most severely and inequitably impacts the Jurupa Community  
13 Services District and the City of Chino.

14 One clear implication of the Status Report is that the Watermaster and Parties can  
15 convert water that the City of Chino hold in storage and impose material changes to the  
16 allocation of basin water and over the objection of the City of Chino. Another implication is  
17 that the negative financial impact of this work can be accomplished without justification and  
18 without compensation to the City of Chino.

19 The City of Chino has objected to such proposed actions including a reasoned  
20 explanation to the Watermaster Board on May 28, 2015. However, the Watermaster Board  
21 did not respond to the City of Chino’s objection except to direct its staff to proceed with their  
22 plans.

23 For these reasons, the City of Chino elects to supplement the Status Report in order to  
24 fully apprise the Court of the direction of its special master, the nine member Watermaster  
25 Board, and members of the Appropriative Pool and the Overlying Agricultural Pool.

26 At this stage, the City of Chino believes that the Court should not accept or approve  
27 anything in the Watermaster’s Status Report unless and until Watermaster submits all of its  
28 requests with supporting evidence and legal justification and only after the City of Chino

1 has had a meaningful opportunity to respond legally and conduct discovery pertaining to the  
2 Watermaster's justification and evidence.

## 3 II.

### 4 THE CITY OF CHINO'S EXCESS CARRY-OVER WATER CANNOT BE TAKEN

5 Every year, the Watermaster Board approves the number of acre feet of Carry-Over  
6 Water each appropriator holds in storage and the amount of that water each appropriator sold  
7 to others. [Judgment, Exhibit H, Sections 12 and 13; Watermaster Rules 1.1(o) and 8.3(c) and  
8 (e)]. The Watermaster Board notifies the Court, in the annual report, of its approval of all  
9 water held in storage and all water sales.

10 On November 25, 2014, the Watermaster Board confirmed the amount of acre feet of  
11 Carry-Over Water and Supplemental Water held in storage by each appropriator. The matter  
12 was presented to the Watermaster Board as Agenda Item II.A entitled "Chino Basin  
13 Watermaster 2014/15 Assessment Package" that was approved by the Watermaster Board.  
14 The Assessment Package included the following documents relative to this Supplement:

- 15 • Pool 3 Water Production Summary on Page 2A.
- 16 • Pool 3 Local Excess Carry-Over Storage Account Summary on Page 3A.
- 17 • Pool 3 Local Supplemental Storage Account Summary on Page 4A.
- 18 • Pool 3 Water Transaction Summary on Page 6A.
- 19 • Pool 3 Water Transaction Detail on Page 7A and 7B.

20 The "Pool 3 Water Production Summary" shows the percentage of the Operation Safe  
21 Yield (OSY) owned by each appropriator in the first column. The percentage Operating Safe  
22 Yield is a method by which some basin water is allocated among the Appropriators. For  
23 example, the Summary shows that the City of Chino owns 7.357% and that the City of  
24 Pomona owns 20.454% of OSY shares.

25 The Pool 3 Local Excess Carry-Over Storage Account Summary shows the number of  
26 acre feet of Carry-Over Water in storage owned by each appropriator totaling 231,679 acre  
27 feet. The Summary shows that the City of Chino owns 65,508 acre feet of excess Carry-Over  
28 Water in storage, which is the most among Appropriators and represents 28.3 percent of

1 all Excess Carry-Over Water in storage.

2 The Pool 3 Local Supplemental Storage Account Summary shows the number of acre  
3 feet of Supplemental Water in storage owned by each appropriator, which totals 125,052 acre  
4 feet. It shows that the City of Ontario owns 33,390 acre feet of Supplemental Water in  
5 storage, which is the most among Appropriators and represents 26.7 percent of all  
6 Supplemental Water in storage.

7 The Pool 3 Water Transaction Summary shows the transfers of water among  
8 Appropriators and others including Excess Carry-Over Water. It shows that the City of  
9 Ontario sold 5,500 acre feet of Excess Carry-Over Water.

10 The Pool 3 Water Transaction Detail shows which Appropriators transferred water  
11 among Appropriators and the sales price of that water. The City of Ontario transferred 5,500  
12 acre feet of Excess Carry-Over Water to the Fontana Water Company at a price of \$504.05  
13 per acre foot or \$2,772,275. It also shows that a total of 18,934 acre feet of water were  
14 transferred at a value of \$8,169,512.

15 The rights of an appropriator to waters from the Chino Basin are declared in Paragraph  
16 9 of the Judgment. In addition, the right of an appropriator to store and to transfer its water is  
17 established by the Appropriative Pool Pooling Plan, contained in Exhibit H of the Judgment.  
18 Section 12 thereof provides:

19 *"Any appropriator who produces less than his assigned share of Operating Safe Yield*  
20 *may carry such unexercised right forward for exercise in subsequent years."*

21 Section 13 thereof also provides:

22 *"Appropriative rights, and corresponding shares of Operating Safe Yield may be*  
23 *assigned or may be leased or licensed to another appropriator for exercise in a given*  
24 *year."*

25 Because of the declaration of such appropriative rights, no provision of the Judgment  
26 permits the confiscation or taking of an appropriator's water in storage - by Watermaster or by  
27 any Party to the Judgment. Indeed, Watermaster's appointment is limited to *"administer and*  
28 *enforce the provisions of this judgment and any subsequent instructions or orders of the*

1 *Court hereunder.*” Neither its appointment under Judgment nor any court order directs  
2 Watermaster to participate in the confiscation of an appropriator’s waters held in storage.

3       However, the Key Principles document reveals Watermaster’s participation with the  
4 Parties to the Judgment in formulating a “Plan” that will confiscate 36,758 acre feet of water  
5 valued at \$18,526,032 from the City of Chino – over its objection!

6       The Key Principles document leads to the creation of a “Safe Storage Management”  
7 Plan that will prohibit the production of 130,000 acre feet of water currently owned and held  
8 in storage by the Appropriators, although it may allow an appropriator to produce an  
9 undetermined portion of that water in the event of an unspecified emergency and on the  
10 condition that the appropriator replenishes that water within three years of its production. The  
11 City of Chino has objected and continues to object to the taking of its water.

12       Furthermore, the allocation of the 130,000 acre feet of water to be taken from the City  
13 of Chino is doubly inequitable to the City of Chino. First, the water to be taken is limited to  
14 Excess Carry-Over Water of which the City of Chino owns more than any other appropriator.  
15 Under the Plan, no water will be taken from the Appropriators’ Supplemental Water storage  
16 accounts. Second, the water to be taken will be in proportion to the amount of Carry-Over  
17 water held in storage by each appropriator on July 1, 2015 rather than each appropriator’s  
18 percent of Operating Safe Yield. Because the City of Chino owns 28.3% (65,507/231,679) of  
19 all Excess Carry-Over Water in storage, it will lose 36,756 acre feet of its water (28.3% x  
20 130,000) – more than any other appropriator.

21       Under the Judgment, some of the Basin’s water is allocated to the Appropriators based  
22 upon their share of Operating Safe Yield. [Judgment, Paragraphs 9 and 44; Judgment Exhibit  
23 E; Judgment Exhibit H, Section 10; Judgment Exhibit I, Section 3.] As a comparison with the  
24 City of Pomona, the City of Chino owns 7.357% and the City of Pomona owns 20.454% of  
25 Operating Safe Yield shares. [Pool 3 Water Production Summary, page 2A]. If the Plan were  
26 to use the percentages of Operating Safe Yield as an allocation formula, the City of Chino  
27 would lose 9,564 (7.357% x 130,000) and the City of Pomona would lose 26,590 (20.454% x  
28 130,000) of the 130,000 acre feet total. However, the Plan’s allocation formula would

1 cause the City of Chino to lose 36,790 (28.3% x 130,000) and the City of Pomona to lose  
2 15,922 (12.25% x 130,000) of the 130,000 acre feet Plan total. Under the Plan, the City of  
3 Pomona will lose proportionally less than its share of Operating Safe Yield and the City of  
4 Chino will lose proportionally more than its share of Operation Safe Yield.

5 Watermaster's participation in the preparation of the Plan is completely inappropriate,  
6 because Watermaster has left its role of administering the Judgment and leaped into an  
7 advocacy role on behalf of certain Parties to the Judgment and against the City of Chino.

### 8 **III.**

#### 9 **DIVERTING WATER FROM CHINO FOR DESALTER REPLENISHMENT** 10 **WATER VIOLATES JUDGMENT, PEACE AGREEMENTS AND COURT ORDERS**

##### 11 **A. The Judgment Requires Basin Water to be Allocated to the Appropriators**

12 The Court adopted a Physical Solution and ordered the parties to comply with it.  
13 [Judgment, Paragraph 39]. The Physical Solution is described in Paragraphs 39 through 46  
14 and Exhibits F, G, H and I of the Judgment.

15 The Physical Solution sets 140,000 acre feet as the maximum amount of water that can  
16 be produced from the Chino Basin without the replenishment of any of that water. The  
17 Overlying Agricultural Pool is allocated 414,000 acre feet in any five years or 82,800 per  
18 year. The Overlying Non-agricultural Pool is allocated 7,366 acre feet per year. The  
19 Appropriative Pool is allocated 49,834 acre feet per year, which amount may vary based on  
20 the criteria contained in Exhibit I to the Judgment; and the amount actually allocated to the  
21 Appropriative Pool is called the Operating Safe Yield. Furthermore, any subsequent change  
22 in the Safe Yield is debited or credited to the Appropriative Pool. [Judgment, Paragraphs 44].

23 The Appropriators listed in Exhibit E own appropriative rights set forth therein and are  
24 entitled under the Physical Solution to share in the remaining Safe Yield, after satisfaction of  
25 overlying rights, and in the Operating Safe Yield in the annual shares described in Exhibit E.  
26 [Judgement, Paragraph 9]. The Judgment does not provide for the allocation of the Safe  
27 Yield and Operating Safe Yield other than as described in Paragraphs 9 and 44. In short, the  
28 Judgment does not permit basin water to be allocated to the Desalters.

1 In addition, the Pooling Plan described in Exhibit H controls the operation of the  
2 Appropriative Pool. [Judgment, Paragraph 46]. In particular, Section 10 of Exhibit H, which  
3 requires any portion of the Safe Yield allocated to the Overlying Agricultural Pool that is not  
4 produced by members of the Agricultural Pool to be reallocated to members of the  
5 Appropriative Pool according to the following priority:

- 6 • First, to restore the water removed from the Operating Safe Yield to compensate for a  
7 reduction in the Safe Yield due a recalculation of the Safe Yield;
- 8 • Second, to satisfy conversion claims; and
- 9 • Third, to supplement the Operating Safe Yield, apart from reductions in the Safe Yield.

10 Conversion claims, under Exhibit H, are requests by members of the Appropriative  
11 Pool for reallocation of the unproduced agricultural pool water to Appropriators that have  
12 undertaken to provide water permanently to lands that converted from agricultural water use  
13 to appropriative water use. During the term of the Peace Agreement, an appropriator is  
14 allocated two acre feet of water for each acre of land that has converted. [Judgment, Exhibit  
15 H, Section 10]. Not all members of the Appropriative Pool have conversion claims. However,  
16 every appropriator receives a portion of the unproduced agricultural water as Early Transfers  
17 based upon their respective percentage shares in the Operating Safe Yield.

18 The Pooling Plan of the Appropriative Pool does not permit the reallocation of any  
19 portion of the unproduced agricultural water for a purpose other than described in Section 10.  
20 In short, the Pooling Plan of the Appropriative Pool does not permit basin water to be  
21 allocated to the Desalters.

22 The City of Chino relies on these provisions of the Judgment for allocation of basin  
23 water and particularly upon conversion claims due to the ongoing conversion of lands in the  
24 City of Chino from agricultural to appropriative uses. In the 2013-14 Production Year, the  
25 City of Chino was entitled to receive 7,623 acre feet of unproduced agricultural water due to  
26 its conversion claims. The City of Chino also was entitled to receive 2,413 acre feet in early  
27 transfers for a total of 10,036 acre feet of unproduced agricultural water. However, the City  
28 of Chino received 8,368 acre feet, because there was an insufficient amount of

1 unproduced agricultural water to satisfy its conversion claims and early transfers. In that year,  
2 the total of all the Appropriators' conversion claims and early transfers was 58,962 acre feet;  
3 whereas, the amount of unproduced agricultural water available for reallocation was 49,161  
4 acre feet. The shortage of 9,800 acre feet caused the City of Chino to receive less than its full  
5 allocation of water to satisfy its conversion claims and early transfers. [2014-2015 Land Use  
6 Conversion Summary, Pages 11A and 11B].

7 What is significant is the existing shortage of unproduced agricultural water to satisfy  
8 the City of Chino's conversion claims and early transfers will be increased under the SARU  
9 Plan and will result in a lesser allocation of water to the City of Chino to satisfy its conversion  
10 claims and early transfers.

11 **B. The Santa Ana River Underflow (SARU) Plan Seeks Basin Water for the Desalters**

12 The Santa Ana River Underflow (SARU) Plan will reduce further the amount of  
13 unproduced agricultural water available to satisfy the City of Chino's conversion claims and  
14 early transfers. [Page 5, Key Principles Document.] Under the SARU Plan, one half of the  
15 annual desalter water will be taken from the Safe Yield allocated to the Appropriative Pool  
16 and that reduction to the amount of Safe Yield allocated to the Appropriative Pool will be  
17 "backfilled" or "restored" from the unproduced agricultural water. This taking of water from  
18 the Safe Yield allocated to the Appropriative Pool violates the Judgment's water allocation  
19 provisions. [Judgment, Paragraphs 9, 44 and 46; and Exhibit H, Section 10].

20 Regardless of the amount of water to be taken under the SARU Plan in any year during  
21 the next fifteen (15) year period, it is clear that the water so taken will decrease the available  
22 unproduced agricultural water upon which the City of Chino relies under the Judgment's  
23 water allocation provisions. It is well understood that the OBMP and the Peace Agreements  
24 anticipate that the desalters will produce 40,000 acre feet annually, which is the minimum  
25 amount of water that must be produced in order to achieve hydraulic control of the Chino  
26 Basin. [OBMP Implementation, Program Element 3; Peace II Agreement, Section 5.1].  
27 Therefore, it is reasonably clear that the SARU Plan intends to take 20,000 acre feet, annually,  
28 from the Safe Yield allocated to the Appropriative Pool for the Desalters.



1 Because the SARU Plan intends to take the Safe Yield allocated to the Appropriative  
2 Pool by 20,000 acre feet annually, the available unproduced agricultural water also will be  
3 reduced by 20,000 acre feet annually. As a result, the Plan will reduce the unproduced  
4 agricultural water available for reallocation to the Appropriators from the current 49,161 acre  
5 feet amount to 29,161 acre feet. Assuming the conversion claims remain constant, the City of  
6 Chino's current allocation to satisfy its conversion claims will be reduced from 8,368 acre  
7 feet to 4,963 acre feet in future years ( $17\% \times 29,161$ ). Thus, the SARU Plan will cause an  
8 annual loss of 3,405 acre feet of basin water to the City of Chino to satisfy its conversion  
9 claims. The current market value of this loss exceeds \$1,700,000.

10 It also is significant that the conversion claims of the Jurupa Community Services  
11 District and the City of Chino are larger than those of the other five agencies that also make  
12 conversion claims. Jurupa's claim was 13,876 acre feet, Chino's claim was 7,623 acre feet  
13 and the other five agency claims were 4,663 acre feet. The combined total of Jurupa's and  
14 Chino's conversion claims amount to 21,499 acre feet and represent 82% of all of the  
15 conversion claims. Because of these circumstances, the SARU Plan negatively impacts Chino  
16 and Jurupa very much more than the other five Appropriators with conversion claims, while  
17 the SARU Plan imposes no negative impact to the Appropriators that do not make conversion  
18 claims. This is not accidental.

19 **C. The Judgment Does Not Permit Basin Water to be Allocated for the Desalters**

20 At this point, it is very important to stress the obvious - there is no provision in the  
21 Judgment that allocates Safe Yield for the Desalters. It also is apparent that the allocation of  
22 Safe Yield for the Desalters is the essential component of the SARU Plan - the likely purpose  
23 of which is to reduce the Desalter Replenishment obligation of the Parties to the Judgment.

24 However, Paragraph 44 of the Judgment allocates the Safe Yield of 140,000 acre feet  
25 of basin water to the three pools. The allocations of the Safe Yield to the overlying pools are  
26 fixed. The allocation to the Appropriative Pool is reducible only by a decline in the Safe  
27 Yield.

28 ///

1 In addition, the provision in Paragraph 44 that the Operating Safe Yield may be varied  
2 by Watermaster pursuant to Exhibit I applies to the use of the original 200,000 acre feet of  
3 controlled overdraft water. Exhibit I does not permit the Operating Safe Yield to be allocated  
4 for any other purpose. Even if Exhibit I permitted the allocation of Operating Safe Yield for  
5 the Desalters, there has been no compliance with the condition precedent of five (5) years  
6 prior written notice of a change in the amount or use of the Operating Safe Yield.

7 The entire amount of Safe Yield allocable to the Appropriative Pool under Paragraph  
8 44 must be allocated to each Appropriator according to its percent share of the Safe Yield  
9 under Paragraph 9. There is no provision that permits the diversion of an Appropriator's  
10 percent share of Safe Yield for any purpose. Likewise, the unproduced agricultural water  
11 must be allocated to each Appropriator to satisfy its conversion claims and early transfers  
12 under Paragraph 46 and Exhibit 10. There is no provision for the diversion of an  
13 Appropriator's portion of the unproduced agricultural water.

14 Clearly, the SARU Plan is contrary to the Judgment and cannot be approved.

15 To be clear, the City of Chino objects to this diversion or reduction of its water rights  
16 under the Judgment.

17 **D. The Peace Agreements Do Not Permit Basin Water for the Desalters**

18 Water for the Desalters has been an element of the Peace Agreement since it was  
19 adopted fifteen (15) years ago. Section 7.1 states "*The OBMP requires construction and*  
20 *operation of Desalters.*" Section 7.5 requires replenishment water for the Desalters and lists  
21 four exclusive sources of water in order of priority for this purpose. The fourth source is the  
22 purchase of replenishment water by Watermaster and the levying of assessments on the  
23 Parties to the Judgment to pay for the replenishment water. The Peace Agreement does not  
24 include the Safe Yield allocated to the Appropriative Pool or the unproduced agricultural  
25 water as sources available to satisfy the obligation for Replenishment Water for the Desalters  
26 of the Parties to the Judgment.

27 Peace Agreement II follows and amplifies the method of providing replenishment  
28 water for the Desalters established in the Peace Agreement. Peace Agreement II added

1 sources of water for the Desalters and further specified how the assessments would be  
2 imposed on the members of the Appropriative Pool and the Overlying Non-Agricultural Pool.  
3 However, Peace Agreement II did not add the Safe Yield allocated to the Appropriative Pool  
4 or the unproduced agricultural water as sources available to satisfy the Parties' obligation for  
5 Replenishment Water for the Desalters.

6 In fact, Section 6.1 of Peace Agreement II reiterates the Desalter water replenishment  
7 provisions of the Peace Agreement. It reads as follows:

8 *The Parties acknowledge that the hierarchy for providing Replenishment Water*  
9 *for the Desalters is set forth in Article 7, paragraph 7.5 of the Peace Agreement,*  
10 *and that this section controls the sources of water that will be offered to offset*  
11 *Desalter Production.*

12 Likewise, Section 6.2 of Peace Agreement II states:

13 *To facilitate Hydraulic Control through Basin Re-Operation, in accordance with*  
14 *the 2007 Supplement to the OBMP Implementation Plan and the amended*  
15 *Exhibits G and I to the Judgment, additional sources of water will be made*  
16 *available for purposes of Desalter production and thereby some or all of the*  
17 *replenishment obligation. With these available sources, the Replenishment*  
18 *Obligation attributable to Desalter production in any year will be determined by*  
19 *Watermaster as follows:*

20 Then, Section 6.2(a) directs Watermaster to calculate the amount Desalter production  
21 in the preceding year and apply credits against that production from the listed sources.

22 Next, Section 6.2(b) restates the authorization to Watermaster to impose assessments  
23 on members of the Overlying Non-Agricultural Pool and the Appropriative Pool to meet any  
24 remaining Replenishment obligation. Subsection 6.2(b)(i) directs the use of an assessment for  
25 Desalter water replenishment on the Overlying Non-Agricultural Pool. Subsection 6.2(b)(ii)  
26 provides that the Replenishment Assessment on the Appropriative Pool shall be "*pro-rata*  
27 *based on each Producer's combined total share of Operating Safe Yield and the previous*  
28 *year's actual production*" but excludes Desalter production from this calculation.

1        However, the SARU Plan proposes a new agreement that, in effect, would take water  
2 from the Safe Yield allocated to the Appropriative Pool or the unproduced agricultural water,  
3 make that water available for Desalter Replenishment Water, and thereby reduce the current  
4 obligation of the Parties to provide Replenishment Water for the Desalters or to pay for that  
5 Replenishment Water under the Peace Agreements. Such diversion of water under the SARU  
6 Plan would be made largely at the expense of the City of Chino and the Jurupa Community  
7 Services District.

8        Clearly, the SARU Plan and any implementing agreement would be inconsistent with  
9 the Peace Agreement and the Judgment; and any such implementing agreement requires the  
10 consent of all Parties to the Peace Agreement. [Peace Agreement, Paragraph 10.2.]

11        The City of Chino does not consent to any such agreement. The objection of the City  
12 of Chino has been communicated to Watermaster; but its objection has been ignored.

13        **E.     The Court's Orders Prohibit Actions Inconsistent with the Peace Agreements**

14        Judge Gunn approved the Peace Agreements and ordered Watermaster to implement  
15 them and to take no action inconsistent with them. The SARU Plan and Watermaster efforts  
16 to implement it violate these orders. On July 13, 2000, Judge Gunn ordered Watermaster as  
17 follows:

18        *1. Watermaster shall adopt the goals and plans of the Phase I Report and*  
19 *implement them through the Implementation Plan, which is attached as Exhibit B*  
20 *to the Peace Agreement. Watermaster shall proceed in a manner consistent*  
21 *with the Peace Agreement and the OBMP Implementation Plan.*

22        On December 21, 2007, Judge Gunn also ordered Watermaster as follows:

23        *"3. Watermaster's adoption of Resolution 07-05 is approved and Watermaster*  
24 *shall proceed in accordance with the terms of the resolution and the documents*  
25 *attached thereto."*

26        These orders were made at Watermaster's request, because its appointment under  
27 Paragraphs 16 of the Judgment limits Watermaster to "administer and enforce the provisions"  
28 of the Judgment and as directed by order of the Court. For example, on October 25,

1 2007, the Watermaster Board adopted Watermaster Resolution 07-05, which conveyed the  
2 Peace Agreement II and related documents to the Court and requested court orders directing  
3 Watermaster to proceed in accordance with the terms of the Peace Agreement II and related  
4 documents.

5 Cleary, the SARU Plan and any implementing agreement would be inconsistent with  
6 the Peace Agreement and the Judgment.

7 Therefore, the Court's Order prohibits Watermaster from advancing or approving the  
8 SARU Plan and from requesting the Court to approve it.

9 Watermaster well knows the City of Chino's opposition to the SARU Plan for the  
10 reason that the Plan takes water rights from the City of Chino secured to it under the  
11 Judgment and the Peace Agreements. Nevertheless, Watermaster has authorized its staff to  
12 pursue the preparation of an agreement to implement the SARU plan. Thus, Watermaster has  
13 taken a position in favor of many Parties to the Judgment and against, at least, one Party to the  
14 Judgment - the City of Chino.

15 At this juncture, it is particularly necessary to remind the Court, Watermaster and the  
16 Parties of Judge's Gunn's admonition to Watermaster in its December 21, 2007 Order:

17 *The Court accepts Watermaster's analysis of its role: "Watermaster's legal*  
18 *existence emanates from the Judgment. All of Watermaster's enumerated powers*  
19 *originate within and arise from the Judgment. It is not a public entity or private*  
20 *entity that has been formed under some general or special law. Its duty is 'to*  
21 *administer and to enforce the provisions of this Judgment and any subsequent*  
22 *instructions or orders of the Court hereunder.'* As all special masters,  
23 *Watermaster operates as an extension of the Court and to meet the needs of the*  
24 *Court in carrying out its obligations under the Judgment and Article X, Section 2*  
25 *of the California Constitution."* Although it is not stated in Watermaster's  
26 *pleadings, it is important to note that it is not Watermaster's duty to be an*  
27 *advocate for any, or for all, of the parties. Watermaster's position with respect*  
28 *to the parties should be neutral.*

1 IV.

2 **SAFE YIELD RESET IS INCONGRUITY WITH THE JUDGMENT AND**  
3 **RELIES ON PAST HYDROLOGY**

4 The Key Principles document entitled “Safe Yield Rest” utilizes a method to determine  
5 the Safe Yield of the Basin that is incongruous with the provisions of the Judgment pertaining  
6 to the Basin’s Safe Yield and it seeks to utilize that method as a substitute for the Judgment’s  
7 purposes and requirements. [Status Report, Exhibit A, Pages 1 and 2]. The Court should not  
8 allow that method to substitute for the provisions of the Judgment and the Court’s discretion.

9 The concept of Safe Yield is very broad and dynamic. The concept encompasses  
10 several provisions of the Judgment that are excluded from the Safe Yield Rest method. The  
11 consideration of the Basin’s Safe Yield must begin with Paragraph 39 that provides for the  
12 maximization, not the minimization, of the waters of the Chino Basin to meet the needs of the  
13 public – the ultimate users of the waters of the Chino Basin.

14 To this end, Paragraph 40 invests the Court and Watermaster with “maximum  
15 flexibility and adaptability” and freedom to “use existing and future technologies, social,  
16 institutional and economic options, in order to maximize beneficial use of the waters of the  
17 Chino Basin.” Likewise, the definition of Safe Yield in Paragraph 4(x) of the Judgment  
18 constitutes a broad and fluid set of criteria with which to make a reasoned determination of  
19 the Safe Yield of the basin.

20 However, the Safe Yield Reset’s process is mechanistic and limiting. Its exclusive use  
21 independent from the provisions of the Judgment should be rejected.

22 Second, the Safe Yield must be a forward-looking concept in order to have any  
23 relevancy to the determination of the Basin’s Safe Yield. All data, tools and assessments to  
24 determine the Basin’s Safe Yield should have this concept at their core. Instead, the Safe  
25 Yield Rest intends to rely solely on past hydrology as the basis for determining future  
26 precipitation and recharge of water into the basin. This is contrary to the Judgment’s  
27 requirement for “maximum flexibility and adaptability” and freedom to “use existing and  
28 future technologies.”

1 Third, the "Rest Technical Memorandum" is embedded with three biases that are not  
2 supported by the Judgment. The first is that the Safe Yields is limited to the amount of water  
3 that is recharged into the basin annually. The second is that the public cannot use the millions  
4 and millions of acre feet of water in the vast Chino Basin. The third is that no attention need  
5 be given to the other waters of the Chino Basin – those surface waters that are allowed to  
6 escape into Orange County rather than preserved and utilized for the public overlying the  
7 Basin.

8 Finally, the Safe Yield Reset does not identify or measure the impact on the Basin of  
9 any undesirable result - thereby ignoring one essential criterion of the definition of Safe  
10 Yield. In particular, no such undesirable result is offered as a justification for reducing the  
11 Safe Yield of the Basin.

## 12 CONCLUSION

13 The City of Chino respectfully requests the Court to consider rejecting the Watermaster  
14 request to Reset the Safe Yield and appoint a special referee to oversee its determination  
15 similar to how Judge Gunn appointed Anne Schneider and Joseph Scalmanini to oversee the  
16 preparation of the Optimum Basin Management Plan.

17 The City of Chino also respectfully requests the Court to consider directing  
18 Watermaster to cease and desist from advancing the Safe Storage Management Plan and the  
19 SARU Plan on behalf of the Parties interested in those Plans.

20 Finally, the City of Chino respectfully requests the Court to request any Party  
21 interested in the Safe Storage Management Plan or the SARU Plan to submit such a request  
22 with supporting legal justification and/or evidentiary support for those Plans and to provide a  
23 meaningful opportunity to the City of Chino to conduct discovery pertaining to those plans.

24 Dated: August 11, 2015

GUTIERREZ, FIERRO & ERICKSON, APC

25  
26  
27 By:

  
Jimmy L. Gutierrez, Esq.  
Attorney for Defendant City of Chino

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5 Attorneys for Defendant, City of Chino  
6  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN BERNARDINO-CHINO DISTRICT**  
10

11 CHINO BASIN MUNICIPAL WATER  
DISTRICT,

12  
13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.  
17  
18

CASE NUMBER: RCV 51010

Honorable Stanford E. Reichert

**DECLARATION OF DAVID G.  
CROSLEY TO SUPPLEMENT THE  
WATERMASTER STATUS REPORT**

Date: August 21, 2015

Time: 1:30 p.m.

Dept.: R6

(FEE- EXEMPT PURSUANT TO GOVERNMENT  
CODE § 6103)

19  
20 **DECLARATION OF DAVID G. CROSLEY**

21 I, David G. Crosley, declare:

22 1. I am a registered Civil Engineer in the state of California, and the Water &  
23 Environmental Manager for the City of Chino, a position I have held since 1995. I have  
24 personal knowledge of the facts stated in this declaration.

25 2. As the Water & Environmental Manager for the City of Chino, I am the City of  
26 Chino's designated primary representative on the Chino Basin Watermaster Appropriative  
27 Pool and Advisory Committees, and I am familiar with the practices and procedures of the  
28 Watermaster, including the actions of the Appropriative Pool and Advisory Committees.



1           3.     On an annual basis, the Watermaster prepares and approves a report, known as  
2 the Assessment Package, which describes the water production rights available to each  
3 producer of Chino Basin groundwater. The water production rights available to a producer  
4 may be used by that producer to satisfy its current groundwater needs, reserved to satisfy  
5 projected future needs, or made available to other producers via separate transaction(s)  
6 subject to the review and approval of the Watermaster.

7           4.     Assessment Package information describing water production rights is typically  
8 reproduced in the Chino Basin Watermaster Annual Report that is filed with the court.

9           5.     On November 25, 2014, the Chino Basin Watermaster Board of Directors  
10 approved the annual Assessment Package report describing water production rights for  
11 Production Year 13/14, ending June 30, 2014, attached hereto as Exhibit A. The meeting  
12 minutes of the November 25, 2014 Watermaster Board of Directors Meeting indicating the  
13 Board's approval (Business Item No. IIA) of the 2014/2015 Assessment Package are attached  
14 hereto as Exhibit B.

15           6.     The City of Chino currently has stored (i.e. reserved) water production rights  
16 distributed in multiple separate account categories. These categories of rights are (1) Pre-  
17 emptive Replenishment for Desalters, (2) Local Supplemental storage and (3) Local Excess  
18 Carry-Over (aka Non-Supplemental) storage. The Watermaster's annual accounting activities  
19 keep track of the amounts of water in each of these categories and any transactions between  
20 producers that impact the amounts in the various categories. Exhibit A Page 6A titled "Pool  
21 3 Water Transaction Summary" and Pages 7A & 7B titled "2014-2015 Water Transaction  
22 Detail" describe transactions between producers affecting storage balances that occurred in  
23 Production Year 2013/2014.

24           7.     The Pre-emptive Replenishment water was established via a City of Chino  
25 purchase of water from the Metropolitan Water District of Southern California and that water  
26 is stored in the Basin strictly for the purpose of replenishing desalter production. On June 30,  
27 2014, the City of Chino had a total of 1,416.470 acre-feet in the Pre-emptive Replenishment  
28 category described in the "Pool 3 Other Storage and Replenishment Accounts Summary" on

1 Page 5A of Exhibit A.

2 8. Local Supplemental storage consists of water imported to the Chino Basin and  
3 recycled water stored in the Basin. Most of the City of Chino's Supplemental storage is  
4 recycled water that was purchased from the Inland Empire Utilities Agency (IEUA) by the  
5 City of Chino and recharged by the IEUA on behalf of the City of Chino (an IEUA member  
6 agency). On June 30, 2014, the City of Chino had a total of 8,215.560 acre-feet in the Local  
7 Supplemental storage category described in the "Pool 3 Local Supplemental Storage Account  
8 Summary" on Page 4A of Exhibit A.

9 9. Local Excess Carry-Over storage consists of water production rights arising  
10 from the City of Chino's unused share of Operating Safe Yield (i.e. carry-over of unused  
11 rights for future use) and/or re-allocation of the share of the Agricultural Pool's under-utilized  
12 rights to satisfy the City of Chino's claims (including agricultural land use conversions) for  
13 those production rights. On June 30, 2014, the City of Chino had a total of 65,507.715 acre-  
14 feet in the Local Excess Carry-Over storage category described in the "Pool 3 Local Excess  
15 Carry Over Storage Account Summary" on Page 3A of Exhibit A.

16 10. In the most recent Production Year (i.e. 14/15) the City of Chino transferred  
17 (i.e. sold) 6,500 acre-feet of its Excess Carry-Over reserves to the Fontana Water Company  
18 (FWC) at the unit price of \$515.63/acre-foot for a total value of \$3,351,595 that will be paid  
19 to Chino of Chino by the FWC upon conclusion of the Watermaster review and approval  
20 process, currently in-progress. This transaction is described by Watermaster Forms Nos. 3, 4,  
21 and 5, attached hereto as Exhibit C.

22 Executed under penalty of perjury under the laws of the State of California on this 11<sup>th</sup>  
23 day of August, 2015, at Chino, California.

24  
25  
26  
27  
28



DAVID G. CROSLEY

# **EXHIBIT “A”**



**CHINO BASIN WATERMASTER  
APPROVED 2014/2015 ASSESSMENT PACKAGE  
(PRODUCTION YEAR 2013/2014)**

**APPROVED NOVEMBER 25, 2014**

Chino Basin Watermaster

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### **Appendix A: Pool 3 Water Production Detail**

### **Appendix B: Desalter Replenishment Accounting**

### **Appendix C: Allocation for the Purchase of the Exhibit “G” Non-Ag Pool Water**

## Chino Basin Watermaster

**Assessment Package References and Definitions**

REPORT REFERENCE	NAME	DESCRIPTION
1A	AF Production and Exchanges	Total production and exchanges, excluding Desalter production. Copied from [2L].
1B	Appropriative Pool—AF/Admin	Production and Exchanges [1A] <times> per acre-foot Admin fee.
1C	Appropriative Pool—AF/OBMP	Production and Exchanges [1A] <times> per acre-foot OBMP fee.
1D	Ag Pool SY Reallocation—AF Total Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [2E] and [12G].
1E	Ag Pool SY Reallocation—AF/Admin	Party Ag Pool reallocation [1D] <divided by> Total Ag Pool Reallocation [1D Total] <times> total dollar amount needed for Ag Pool Administration.
1F	Ag Pool SY Reallocation—AF/OBMP	Party Ag Pool reallocation [1D] <divided by> Total Ag Pool Reallocation [1D Total] <times> total dollar amount needed for Ag Pool OBMP.
1G	Replenishment Assessments—AF/15%	For Parties participating in the 85/15 Rule: Percentage of total 85/15 participant production <times> required credit amount. Copied from Page 9A.
1H	Replenishment Assessments—AF/85%	For parties participating in the 85/15 Rule: Total volume overproduced [2M] <times> 85% of the replenishment rate.
1I	Replenishment Assessments—AF/100%	For parties not participating in the 85/15 Rule: Total volume overproduced [2N] <times> 100% of the replenishment rate.
1J	85/15 Water Transaction Activity—15% Producer Credits	For parties participating in the 85/15 Rule: Credit amount equals 15% of the cost of the water purchased.
1K	85/15 Water Transaction Activity—15% Pro-rated Debits	For parties participating in the 85/15 Rule: Percentage of total 85/15 participant production <times> required credit amount. Copied from Page 9A.
1L	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 10A.
1M	ASSESSMENTS DUE—Total Production Based	Total fees assessed based on Party production. [1B] + [1C] + [1E] + [1F] + [1G] + [1H] + [1I] + [1J] + [1K] + [1L].
1N	ASSESSMENTS DUE—Pomona Credit	Debit amount to Pomona <times> -1 <times> percent share of Operating Safe Yield [2A].
1O	ASSESSMENTS DUE—Recharge Debt Payment	Total recharge debt payment <times> percent share of Operating Safe Yield [2A].
1P	ASSESSMENTS DUE—Recharge Improvement Project	Total Recharge Improvement Project <times> Percent Share of Operating Safe Yield [2A].
1Q	ASSESSMENTS DUE—Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
1R	ASSESSMENTS DUE—Total Due	Total assessments. [1M] + [1N] + [1O] + [1P] + [1Q].

## Chino Basin Watermaster

**Assessment Package References and Definitions**

REPORT REFERENCE	NAME	DESCRIPTION
2A	Percent of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield.
2B	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
2C	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
2D	Assigned Share of Operating Safe Yield	The Party's yearly volume of Operating Safe Yield.
2E	Net Ag Pool Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [12G]. The calculations that lead to this are made on Page 12A.
2F	Water Transaction Activity	Water transactions. Copied from [6D]. The calculations that lead to this are made on Page 6A.
2G	Stormwater New Yield	Stormwater New Yield $\times$ percent share of Operating Safe Yield [2A].
2H	Other Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
2I	Annual Production Right	Current Year Production Right. $[2B] + [2C] + [2D] + [2E] + [2F] + [2G] + [2H]$ .
2J	Actual Fiscal Year Production	Fiscal year production, including Assignments and Voluntary Agreements, from CBWM's production system (as verified by each Party on their Water Activity Report). Includes a sub note subtracting Desalter production.
2K	Storage and Recovery Program(s)	Total exchanges for the period (July 1- June 30) including MZ1 forbearance and DYY deliveries (as reported to CBWM by IEUA and TVMWD and as verified by each Party on their Water Activity Report).
2L	Total Production and Exchanges	Actual production [2J] $+$ Storage and Recovery exchanges [2K]. Includes a sub note subtracting Desalter production. Also known as Assessable Production.
2M	Net Over-Production—85/15%	For 85/15 Rule participants: Production rights [2I] $-$ total production and exchanges [2L], equaling less than zero.
2N	Net Over-Production—100%	For non-85/15 Rule participants: Production rights [2I] $-$ total production and exchanges [2L], equaling less than zero. Includes a sub note subtracting Desalter production.
2O	Under Production Balances—Total Under-Produced	Production rights [2I] $-$ total production and exchanges [2L], equaling more than zero.
2P	Under Production Balances—Carryover: Next Year Begin Bal	Either total under-produced [2O] or share of Operating Safe Yield [2D], whichever is less.
2Q	Under Production Balances—To Excess Carryover Account	Total under produced [2O] $-$ Carryover to next year [2P], equaling more than zero.

## Chino Basin Watermaster

**Assessment Package References and Definitions**

REPORT REFERENCE	NAME	DESCRIPTION
3A	Excess Carry Over Account (ECO)—Beginning Balance	The beginning balance in each ECO account. This carries forward from the ending balance in the previous period Assessment Package.
3B	Excess Carry Over Account (ECO)—2% Storage Loss	Beginning balance [3A] $\times$ -0.02.
3C	Excess Carry Over Account (ECO)—Transfers To / (From)	Total of water transferred to and from ECO and the Annual Account.
3D	Excess Carry Over Account (ECO)—From Supplemental Storage	Total of water transferred to and from Local Supplemental Storage accounts, as shown on Page 4A.
3E	Excess Carry Over Account (ECO)—From Under-Production	Total of water transferred from the Annual Account due to under production. Copied from [2Q].
3F	Excess Carry Over Account (ECO)—Ending Balance	The current balance in each ECO account. [3A] + [3B] + [3C] + [3D] + [3E].



## Chino Basin Watermaster

**Assessment Package References and Definitions**

REPORT REFERENCE	NAME	DESCRIPTION
4A	Recharged Recycled Account—Beginning Balance	The beginning balance in each Recharged Recycled Account. This number carries forward from the ending balance in the previous period Assessment Package.
4B	Recharged Recycled Account—2% Storage Loss	Beginning balance [4B] $\times$ -0.02.
4C	Recharged Recycled Account—Current Recharged Recycled	Total recharged recycled water credited to each Party for the year, as provided by IEUA.
4D	Recharged Recycled Account—Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 3A.
4E	Recharged Recycled Account—Ending Balance	The current balance in each Recharged Recycled account. [4B] + [4C] + [4D] + [4E].
4F	Quantified (Pre 7/1/2000) Account—Beginning Balance	The beginning balance in each Quantified Supplemental Account. This number carries forward from the ending balance in the previous period Assessment Package.
4G	Quantified (Pre 7/1/2000) Account—2% Storage Loss	Beginning balance [4G] $\times$ -0.02.
4H	Quantified (Pre 7/1/2000) Account—Transfers To / (From)	Total of water transferred to and from the Annual Account.
4I	Quantified (Pre 7/1/2000) Account—Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 3A.
4J	Quantified (Pre 7/1/2000) Account—Ending Balance	The current balance in each Quantified Supplemental account. [4G] + [4H] + [4I] + [4J].
4K	New (Post 7/1/2000) Account—Beginning Balance	The beginning balance in each New Supplemental Account. This number carries forward from the ending balance in the previous period Assessment Package.
4L	New (Post 7/1/2000) Account—2% Storage Loss	Beginning balance [4L] $\times$ -0.02.
4M	New (Post 7/1/2000) Account—Transfers To / (From)	Total of water transferred to and from the Annual Account.
4N	New (Post 7/1/2000) Account—Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 3A.
4O	New (Post 7/1/2000) Account—Ending Balance	The current balance in each New Supplemental Account. [4L] + [4M] + [4N] + [4O].
4P	Combined—Ending Balance	The combined amount in all supplemental storage accounts [4F] + [4K] + [4P].

## Chino Basin Watermaster

**Assessment Package References and Definitions**

REPORT REFERENCE	NAME	DESCRIPTION
5A	Desalter Replenishment—Beginning Balance	The beginning balances in each Desalter Replenishment account. These numbers carry forward from the ending balances in the previous period Assessment Package. "Re-Operation Offset: Pre-Peace II Desalters" had an original beginning balance of 225,000,000 AF and "Re-Operation Offset: Peace II Expansion" had an original beginning balance of 175,000,000 AF.
5B	Desalter Replenishment—Storage Loss	Beginning balance [5A] $\times$ -(loss %). There is no loss assessed on the native Basin water allocated to offset Desalter production as a result of Basin Reoperation as approved in the Peace II Agreement. Per the "Preemptive Replenishment" agreements, no losses are deducted against these accounts.
5C	Desalter Replenishment—Transfers To	Total of water transferred to each Desalter Replenishment account.
5D	Desalter Replenishment—Transfers From	Total of water transferred from each Desalter Replenishment account.
5E	Desalter Replenishment—Ending Balance	The current balance in each Desalter Replenishment account. [5A] + [5B] + [5C] + [5D].
5F	Storage and Recovery—Beginning Balance	The beginning balance in the Storage and Recovery (DYY) Account. This number carries forward from the ending balance in the previous period Assessment Package.
5G	Storage and Recovery—Storage Loss	Beginning balance [5F] $\times$ -(loss %).
5H	Storage and Recovery—Transfers To	Total of water transferred to the Storage and Recovery Account ("puts").
5I	Storage and Recovery—Transfers From	Total of water transferred from the Storage and Recovery Account ("takes").
5J	Storage and Recovery—Ending Balance	The current balance in the Storage and Recovery Account. [5F] + [5G] + [5H] + [5I].

REPORT REFERENCE	NAME	DESCRIPTION
6A	Water Transactions—Assigned Rights	Total of assigned transactions for this period, including annual water transfers/leases between Appropriators and/or from Appropriators to Watermaster for replenishment purposes.
6B	Water Transactions—General Transfer	Total of water transfers between Parties for this period. Transfers in this column include the annual transfer of 10-percent of the Non-Ag OSY to the seven Appropriator Parties, as stated in the Peace II Agreement, and also the Exhibit "G" physical solution transfers from the Non-Ag Pool.
6C	Water Transactions—Transfers (To) / From ECO Account	Total of water transferred between the Annual Account and ECO Account.
6D	Water Transactions—Total Water Transactions	Total water transactions. [6A] + [6B] + [6C]. This column is used to populate [2F].

## Chino Basin Watermaster

**Assessment Package References and Definitions**

REPORT REFERENCE	NAME	DESCRIPTION
12A	% Share of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield. Copied from [2A].
12B	Reallocation of Agricultural Pool Safe Yield—32,800 AF Early Transfer	The Party's percent share of Operating Safe Yield [12A] multiplied by 32,800.
12C	Reallocation of Agricultural Pool Safe Yield—Land Use Conversions	Total land use conversions claimed on Page 11A (as verified by each Party on their Water Activity Report).
12D	Reallocation of Agricultural Pool Safe Yield—Potential for Reallocation (AF)	The Agricultural Pool Reallocation amount potentially available to each Appropriator. [12B] + [12C].
12E	Reallocation of Agricultural Pool Safe Yield—Percent of Ag Pool Reallocation	Each Party's potential for reallocation [12D] from the total of [12D].
12F	Reallocation of Agricultural Pool Safe Yield—Difference: Potential vs. Net	The total over or under Agricultural Pool Reallocation (from Page 11A) <times> each Party's percent of Ag Pool reallocation.
12G	Reallocation of Agricultural Pool Safe Yield—Net Ag Pool Reallocation	Net Agricultural Pool Reallocation to each Party. [12D] + [12F]. This column is used to populate [2E].

REPORT REFERENCE	NAME	DESCRIPTION
13A	AF Production	Actual fiscal year production by each Party. Copied from [14H].
13B	Non-Agricultural Pool—AF/Admin	Production [13A] <times> per acre-foot Admin fee.
13C	Non-Agricultural Pool—AF/OBMP	Production [13A] <times> per acre-foot OBMP fee.
13D	Replenishment Assessments—AF Exceeding Annual Right	Over-production for each Party beyond their annual production right. Copied from [14I].
13E	Replenishment Assessments—Per AF	Amount overproduced [13D] <times> the current replenishment rate.
13F	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 10B.
13G	Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
13H	Total Assessments Due	Total fees assessed based on Party production. [13B] + [13C] + [13E] + [13F] + [13G].

## Chino Basin Watermaster

**Assessment Package References and Definitions**

REPORT REFERENCE	NAME	DESCRIPTION
14A	Percent of Safe Yield	The Party's yearly percentage of Safe Yield.
14B	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
14C	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
14D	Assigned Share of Safe Yield (AF)	The Party's yearly volume of Safe Yield.
14E	Water Transaction Activity	Total of one-time water transfers between Parties for this period. Transfers in this column include the annual transfer of 10-percent of the Non-Ag Safe Yield to the seven Appropriator Parties, as stated in the Peace II Agreement, and also the Exhibit "G" physical solution transfers to the Appropriative Pool.
14F	Other Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
14G	Annual Production Right	Current Year Production Right. $[14B] + [14C] + [14D] + [14E] + [14F]$ .
14H	Actual Fiscal Year Production	Fiscal year production, including Assignments, from CBWM's production system (as verified by each Party on their Water Activity Report). Also known as Assessable Production.
14I	Net Over Production	Over-production, if any, for each Party beyond their annual production right. $[14H] - [14G]$ , equaling more than zero.
14J	Under Production Balances—Total Under-Produced	Production rights $[14G]$ <minus> production $[14H]$ , equaling more than zero.
14K	Under Production Balances—Carryover: Next Year Begin Bal	Either total under-produced $[14J]$ or share of Safe Yield $[14D]$ , whichever is less.
14L	Under Production Balances—To Local Storage Account	Total under-produced $[14J]$ <minus> Carryover to next year $[14K]$ , equaling more than zero.

REPORT REFERENCE	NAME	DESCRIPTION
15A	Local Storage Account—Beginning Balance	The beginning balance in each Local Storage account. This number carries forward from the ending balance in the previous period Assessment Package.
15B	Local Storage Account—2% Storage Loss	Beginning balance $[15A]$ <times> -0.02.
15C	Local Storage Account—Transfers To / (From)	Total of water transferred to and from the Annual Account.
15D	Local Storage Account—Ending Balance	The current balance in each Local Storage Account. $[15A] + [15B] + [15C]$ .

**CHINO BASIN WATERMASTER  
ASSESSMENT CALCULATION  
FISCAL YEAR 2014/15**

**INCLUDES "10% ADMINISTRATIVE AND 15% OBMP/PROJECT OPERATING RESERVES"**

**PRODUCTION BASIS**

2012/13 Production & Exchanges in Acre-Feet (Actuals)  
2013/14 Production & Exchanges in Acre-Feet (Actuals)

**BUDGET**

Administration, Advisory Committee & Watermaster Board<sup>1</sup>  
OBMP & Implementation Projects<sup>1</sup>  
General Admin & OBMP Assessments

**TOTAL BUDGET**

Less Budgeted Interest Income  
Contributions from Outside Agencies

**CASH DEMAND**

**OPERATING RESERVE**

Administrative (10%)  
OBMP (15%)

Less: Cash On Hand Utilized for Assessments<sup>2</sup>

**FUNDS REQUIRED TO BE ASSESSED**

Current Year Assessments  
General Administration/OBMP Assessments (Minimum \$5.00 Per Producer)  
Grand Total

Prior Year Assessments, (Actuals) Information Only  
Grand Total

Variance Between Proposed Assessments and Prior Year Assessments  
Grand Total

Estimated Assessment as of "Approved" Budget May 22, 2014, Information Only  
Grand Total

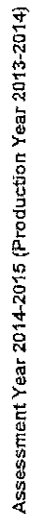
FY	FY	ASSESSMENT	APPROPRIATIVE POOL		AGRICULTURAL POOL		NON-AG POOL	
2013/14 BUDGET	2014/15 BUDGET		General Administration	OBMP	General Administration	OBMP	General Administration	OBMP
		135,628,088	96,433,754	71,102%	34,458,009	25,406%	4,736,325	3,492%
		138,351,406	100,165,551	72,399%	33,638,833	24,314%	4,546,972	3,287%
			General Administration	OBMP	General Administration	OBMP	General Administration	OBMP
\$1,376,106	\$1,832,923	\$1,832,923	\$1,327,025	2,859,571	\$445,658	960,338	\$60,240	129,809
4,283,973	3,949,719	3,949,719						
\$3,662,079	\$5,782,641	5,782,642	1,327,025	2,859,571	445,658	960,338	60,240	129,809
		5,782,642	1,327,025	2,859,571	445,658	960,338	60,240	129,809
(29,700)	(25,800)	(25,800)		(18,679)		(5,273)		(848)
(154,581)	(155,931)	(155,931)		(112,459)		(37,167)		(5,105)
5,477,798	5,601,511	5,601,511	1,327,025	2,728,433	445,658	916,298	60,240	123,856
137,611	183,292	\$183,292	\$132,702	428,936	\$44,566	144,051	\$6,024	19,471
642,896	592,458	592,458						
(780,507)	(775,750)	(775,750)	(178,022)	(383,616)	(29,786)	(128,831)	(8,081)	(17,414)
\$5,477,798	\$5,601,511	\$5,601,511	\$1,281,705	\$2,773,753	\$430,438	\$931,518	\$38,183	\$125,913
		Per Acre-Feet	\$12.80	\$27.69	\$12.80	\$27.69	\$12.80	\$27.69
			\$40.49	\$40.49		\$40.49		\$40.49
		Per Acre-Feet	\$9.76	\$30.63	\$9.76	\$30.63	\$9.76	\$30.63
				\$40.39		\$40.39		\$40.39
		A - B	\$3.04	(\$2.94)	\$3.04	(\$2.94)	\$3.04	(\$2.94)
			\$0.10	\$0.10		\$0.10		\$0.10
			\$13.48	\$28.40	\$13.48	\$28.40	\$13.48	\$28.40
				\$41.88		\$41.88		\$41.88

<sup>1</sup> Total costs are allocated to Pools by actual production percentages. Does not include Recharge Debt Payment, Recharge Improvement Projects or Replenishment Water purchases.

<sup>2</sup> June 30th fund balances (estimated) less funds required for Operating Reserves, Agricultural Pool Reserves, Carryover replenishment obligations, and SS 22 funds.

September 25, 2014

**ASSESSMENT CALCULATION - AMENDED**



### Pool 3 Assessment Fee Summary

For: 1) TROOPED deleted to discontinue payment of the "Fertona Creek" effluent by 12/31/2015. It is now paid by the Appropriate Pool Parties allocations on % O&T. Reference D-1 in Project documents (N) and Recharge Improvement Project easement (I) are each allocated on % O&T, based on the approved budget.

### Assessment Year 2014-2015 (Production Year 2013-2014)

Less Dissalter Authority Production

[illegible]



Assessment Year 2014-2015 (Production Year 2013-2014)

### Pool 3 Local Excess Carry Over Storage Account Summary

	Excess Carry Over Account (ECO)					
	Beginning Balance	2% Storage Loss	Transfers To / (From)	From Supplemental Storage	From Under-Production	Ending Balance
Arrowhead Min Spring Water Co	0.000	0.000	0.000	0.000	0.000	0.000
Chino Hills, City Of	10,366.057	(207.321)	(3,113.982)	0.000	0.000	7,044.754
Chino, City Of	64,189.696	(1,083.793)	0.000	0.000	12,401.812	66,507.715
Cucamonga Valley Water District	46,087.452	(921.749)	(4,000.000)	0.000	762.288	41,927.991
Desalter Authority	0.000	0.000	0.000	0.000	0.000	0.000
Fontana Union Water Company	0.000	0.000	0.000	0.000	0.000	0.000
Fontana Water Company	0.000	0.000	(2,179.252)	2,179.252	0.000	0.000
Fontana, City Of	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	1,246.202	(24.924)	(47.75)	0.000	0.000	1,216.503
Jurupa Community Services District	9,624.165	(192.483)	(2,159.516)	0.000	0.000	7,272.166
Marygold Mutual Water Company	849.904	(16.998)	0.000	0.000	0.000	832.906
Monte Vista Irrigation Company	3,993.782	(79.875)	0.000	0.000	1,045.748	4,959.655
Monte Vista Water District	4,843.000	(96.860)	0.000	0.000	1,892.663	6,639.003
Niagara Bottling, LLC	191.118	(3.822)	(800.000)	412.704	0.000	0.000
Nicholson Trust	1.162	(0.023)	0.000	0.000	0.000	1.139
Norco, City Of	2,813.073	(56.261)	0.000	0.000	302.186	3,058.998
Ontario, City Of	34,525.345	(690.606)	(5,600.000)	0.000	3,131.118	31,466.957
Pomona, City Of	28,082.663	(561.283)	(3,245.800)	0.000	4,119.996	28,375.606
San Antonio Water Company	5,562.409	(111.248)	(1,003.648)	0.000	0.000	4,447.513
San Bernardino, County of (Shooting	3.478	(0.069)	(3.407)	0.000	0.000	0.000
Santa Ana River Water Company	1,124.810	(22.466)	0.000	0.000	752.828	1,856.140
Upland, City Of	11,709.197	(234.183)	(15.000)	0.000	5,222.736	16,682.760
West End Consolidated Water Co	3,852.669	(77.053)	(1,167.000)	0.000	1,420.287	4,028.903
West Valley Water District	6,022.209	(120.444)	(500.000)	0.000	980.656	6,382.421
	225,068.379	(4,501.381)	(23,492.380)	2,691.956	32,012.516	231,679.110

3A

3B

3C

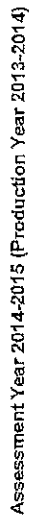
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3F

p3: In October 2014, the following Appropriators transferred water from their ECO Accounts to offset their Production Year 2013/2014 overproduction obligations: City of Chino Hills (3,113.982 AF), Golden State (4.775 AF), JCSD (2,159.516 AF), and County of San Bernardino (3.407 AF).



[illegible]

pa; 1) The first 3,000 AF of City of Montreal's recharged recycled water transfers to the City of Ontario (2,500 AF this fiscal year), and all of the City of Montreal's recharged recycled water transfers to MNWD

2) EPCO's replenishment amounts were noticeably lower than their "Major Suppliers" (Svein accounts). In October 2014, EPCO transferred 2,479,957 AF and Niagara transferred 600,000 AF<sup>21</sup> in effort to meet their Production Vap. 2013-2014 replenishment obligations.

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1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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Assessment Year 2014-2015 (Production Year 2013-2014)

## Pool 3 Other Storage and Replenishment Accounts Summary

### Desalter Replenishment:

	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
Re-Operation Offset: Pre-Peace II Desalters	1,286.700	0.000		(1,286.700)	0.000
Re-Operation Offset: Peace II Expansion	175,000.000	0.000			175,000.000
Non-Ag Dedication	0.000	0.000			0.000
City of Chino Preemptive Replenishment:	1,416.470	0.000			1,416.470
City of Ontario Preemptive Replenishment:	3,322.247	0.000			3,322.247
Jurupa CSD Preemptive Replenishment:	2,360.783	0.000			2,360.783
	<b>5A</b>	<b>5B</b>	<b>5C</b>	<b>5D</b>	<b>5E</b>

### Storage and Recovery:

	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
MWD DYY / CUP	0.000	0.000	0.000	0.000	0.000
	<b>5F</b>	<b>5G</b>	<b>5H</b>	<b>5I</b>	<b>5J</b>

p6: 1) "Re-Operation Offset: Pre-Peace II Desalters" had an original beginning balance of 225,000.000 AF. The account will need adjustment following the current modeling and Safe Yield Recalculation work (i.e. Santa Ana River Underflow New Yield - SARUNY) and will be adjusted in the next Assessment Package. The 29,070 AF correction required by Condition Subsequent 7 is included. (See Appendix B)

2) "Re-Operation Offset: Peace II Expansion" had an original beginning balance of 175,000.000 AF.

3) There is no loss assessed on the native Basin water allocated to offset Desalter production as a result of Basin Reoperation as approved in the Peace II Agreement.

4) Chino, Ontario, and JQSD Preemptive Replenishment Agreement water is shown. Per the Agreements, no losses are deducted against these accounts.



Assessment Year 2014-2015 (Production Year 2013-2014)

## Pool 3 Water Transaction Summary

	Water Transactions			
	Assigned Rights	General Transfer	Transfers (To) / From ECO Account	Total Water Transactions
Arrowhead Mtn Spring Water Co	0.000	70.030	0.000	70.030
Chino Hills, City Of	0.000	0.000	3,113.982	3,113.982
Chino, City Of	0.000	0.000	0.000	0.000
Cucamonga Valley Water District	(500.000)	11,079.692	4,000.000	14,579.692
Desater Authority	0.000	0.000	0.000	0.000
Fontana Union Water Company	0.000	(9,579.692)	0.000	(9,579.692)
Fontana Water Company	10,506.500	1,004.907	2,179.252	14,690.659
Fontana, City Of	0.000	0.000	0.000	0.000
Golden State Water Company	119.000	0.000	4.776	119.776
Jurupa Community Services District	1,200.000	0.000	2,169.516	3,359.516
Marygold Mutual Water Company	0.000	16.000	0.000	16.000
Monte Vista Irrigation Company	0.000	31.516	0.000	31.516
Monte Vista Water District	3.648	(1,612.283)	0.000	(1,615.931)
Niagara Bottling, LLC	0.000	0.000	600.000	600.000
Nicholson Trust	(6.500)	0.000	0.000	(6.500)
Norco, City Of	0.000	0.000	0.000	0.000
Ontario, City Of	(6,500.000)	80.000	6,500.000	80.000
Pomona, City Of	(3,245.800)	219.678	3,245.800	219.678
San Antonio Water Company	(3,299.908)	110.943	1,003.848	(2,185.917)
San Bernardino, County of (Shooting Park)	0.000	0.000	3.407	3.407
Santa Ana River Water Company	(1,200.000)	31.000	0.000	(1,169.000)
Upland, City Of	3,594.060	160.678	15.000	3,769.738
West End Consolidated Water Co	(1,167.000)	0.000	1,167.000	0.000
West Valley Water District	(500.000)	15.000	500.000	15.000
	0.000	5,842.034	23,492.380	29,334.414

6A

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p6: 1) Transfers in Column [6A] include annual water transfers/leases between Appropriators and/or from Appropriators to Watermaster for replenishment purposes.  
 2) There were no transfers from Appropriative Pool Parties to Watermaster toward the replenishment obligation during this production year.  
 3) Transfers in Column [6B] include the annual transfer of 10-percent of the Non-Ag OSY to the seven Appropriator Parties, as stated in the Peace II Agreement, and also the Exhibit "G" physical solution transfers from the Non-Ag Pool. (See Appendix C)



# Chino Basin Watermaster Assessment Breakdown 2014-2015 Water Transaction Detail

Assessment Year 2014-2015 (Production Year 2013-2014)

To:	From:	Date of Submittal	Quantity	\$ / Acre Feet	Total \$	If 85/15 Rule Applies:	
						85%	15%
Cucamonga Valley Water District	Pomona, City Of Storage Account	1/24/2014	3,000.000	504.05	\$1,512,150.00		
	West Valley Water District Storage Account	5/10/2014	500.000	504.05	\$252,025.00		
Fontana Water Company	Cucamonga Valley Water District Storage Account	4/30/2014	4,000.000	504.05	\$2,016,200.00	\$1,713,770.00	\$302,430.00
	Nicholson Trust Annual Account	5/1/2014	6.500	492.00	\$3,198.00	\$2,718.30	\$479.70
	Ontario, City Of Storage Account	5/4/2014	5,500.000	504.05	\$2,772,275.00	\$2,356,433.75	\$415,841.25
	San Antonio Water Company Storage Account	5/5/2014	1,000.000	492.00	\$492,000.00	\$418,200.00	\$73,800.00
	Upland, City Of Storage Account	6/1/2014	15.000	520.00	\$7,800.00	\$6,630.00	\$1,170.00
Golden State Water Company	West End Consolidated Water Co Storage Account	6/1/2014	100.000	49.00	\$4,900.00		
	85/15 Rule does not apply -- method of utilizing West End shares.						
Jurupa Community Services District	Santa Ana River Water Company Annual Account	3/1/2014	1,200.000	480.00	\$576,000.00	\$489,600.00	\$86,400.00
Monte Vista Water District	San Antonio Water Company Storage Account	1/13/2014	3.648	209.00	\$762.43		
	85/15 Rule does not apply -- method of utilizing SAWCO shares.						
Upland, City Of	Pomona, City Of Storage Account	1/22/2014	245.800	0.00	\$0.00		
	San Antonio Water Company Annual Account	1/13/2014	2,296.260	209.00	\$479,918.34		
	85/15 Rule does not apply -- method of utilizing SAWCO shares.						
	West End Consolidated Water Co Storage Account	6/1/2014	1,087.000	49.00	\$52,283.00		
	85/15 Rule does not apply -- method of utilizing West End shares.						
			18,934.208		\$8,169,511.77	\$4,987,352.05	\$880,120.95
					Total Credits		
							\$880,120.95



# Chino Basin Watermaster Assessment Breakdown 2014-2015 Water Transaction Detail

Assessment Year 2014-2015 (Production Year 2013-2014)

## Applied Recurring Transactions:

From:	To:	Quantity	\$ / Acre Feet	
Fontana Union Water Company Annual Account - Transfer (To) / From	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC water transfer rights to CVWD.
Fontana Union Water Company Annual Account - 32,800 AF Early Transfer	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC Ag Pool Reallocation Early Transfer to CVWD.
Fontana Union Water Company Annual Account - Diff - Potential vs. Net	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC Ag Pool Reallocation Difference (Potential vs. Net) to CVWD.
Fontana Union Water Company Annual Account - Stormwater New Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC New Yield to CVWD.
Fontana Union Water Company Annual Account - Assigned Share of Operating Safe Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC Share of Safe Yield to CVWD.



# Chino Basin Watermaster Assessment Breakdown

## 2014-2015 Analysis of the Application of the 85/15 Rule to Water Transfers

Assessment Year 2014-2015 (Production Year 2013-2014)

To	(Over)/Under Production Excluding Water Transfer(s)	From	Date of Submittal	Transfer Quantity	Is Buyer an 85/15 Party?	Is Transfer Being Placed into Annual Account?	Is Purpose of Transfer to Utilize SAWCO or West End Shares?	Amount of Transfer Eligible for 85/15 Rule
Cucamonga Valley Water District	881.742	Pomona, City Of	1/24/2014	3,000.000	Yes	Yes	No	0.000
		West Valley Water District	5/10/2014	500.000	Yes	Yes	No	0.000
Fontana Water Company	(12,685.752)	Cucamonga Valley Water District	4/30/2014	4,000.000	Yes	Yes	No	4,000.000
		Nicholson Trust	5/1/2014	6.500	Yes	Yes	No	6.500
		Ontario, City Of	6/4/2014	5,500.000	Yes	Yes	No	5,500.000
		San Antonio Water Company	5/5/2014	1,000.000	Yes	Yes	No	1,000.000
Golden State Water Company	(119.776)	Upland, City Of	6/11/2014	15.000	Yes	Yes	No	15.000
		West End Consolidated Water Co	6/11/2014	100.000	Yes	Yes	Yes	0.000
		85/15 Rule does not apply -- method of utilizing West End shares.						
Jurupa Community Services District	(3,369.516)	Santa Ana River Water Company	3/11/2014	1,200.000	Yes	Yes	No	1,200.000
Monte Vista Water District	6,713.169	San Antonio Water Company	1/13/2014	3.648	Yes	Yes	Yes	0.000
		85/15 Rule does not apply -- method of utilizing SAWCO shares.						
Upland, City Of	4,466.077	Pomona, City Of	1/22/2014	245.800	Yes	Yes	No	0.000
		San Antonio Water Company	1/13/2014	2,296.250	Yes	Yes	Yes	0.000
		85/15 Rule does not apply -- method of utilizing SAWCO shares.						
		West End Consolidated Water Co	6/11/2014	1,067.000	Yes	Yes	Yes	0.000
		85/15 Rule does not apply -- method of utilizing West End shares.						

p8: The column titled "(Over)/Under Production Excluding Water Transfer(s)" excludes water transfers between Appropriators and to Watermaster (if any), but includes the "10% Non-Ag Haircut"

water to the seven Appropriators.



Assessment Year 2014-2015 (Production Year 2013-2014)

## Watermaster Replenishment Calculation

### Cost of Replenishment Water per acre foot:

Watermaster Replenishment Cost	\$593.00
Projected Spreading - OCWD Connection Fee	\$2.00
Projected Spreading - IEUA Surcharge	\$15.00
Pre-purchased Credit	\$0.00
<b>Total Replenishment Cost per acre foot</b>	<b>\$610.00</b>

Replenishment Obligation:	AF @ \$610.00	15%	85%	Total
Appropriative - 100	1,130.324			\$689,497.64
Appropriative - 15/85	12.983	\$1,187.94	\$6,731.69	\$7,919.63
Non-Agricultural - 100	91.520			\$55,827.20
	<b>1,234.827</b>			<b>\$753,244.47</b>

Company	AF Production and Exchanges	85/15 Producers	Percent of Total 85/15 Producers	15% Replenishment Assessment	15% Water Transaction Debits
Arrowhead Mtn Spring Water Co	379.111				
Chino Hills, City Of	7,224.004	7,224.004	8.578%	\$101.90	\$75,492.88
Chino, City Of	0.000	0.000	0.000%	\$0.00	\$0.00
Cucamonga Valley Water District	16,121.550	16,121.550	19.142%	\$227.40	\$168,474.75
Desalter Authority	29,242.552				
Fontana Union Water Company	0.000	0.000	0.000%	-	\$0.00
Fontana Water Company	15,377.579	15,377.579	18.259%	\$216.91	\$160,700.04
Fontana, City Of	0.000				
Golden State Water Company	736.362	736.362	0.874%	\$10.39	\$7,695.19
Jurupa Community Services District	18,018.347	18,018.347	21.394%	\$254.16	\$188,296.81
Marygold Mutual Water Company	1,314.734				
Monte Vista Irrigation Company	0.000	0.000	0.000%	-	\$0.00
Monte Vista Water District	6,998.745	6,998.745	8.310%	\$98.72	\$73,138.86
Niagara Bottling, LLC	1,342.588				
Nicholson Trust	0.000	0.000	0.000%	-	\$0.00
Norco, City Of	0.000	0.000	0.000%	-	\$0.00
Ontario, City Of	15,697.045	15,697.045	18.638%	\$221.41	\$164,038.55
Pomona, City Of	12,909.293				
San Antonio Water Company	1,159.242	1,159.242	1.376%	\$16.35	\$12,114.41
San Bernardino, County of (Shootin	16.390	16.390	0.019%	\$0.23	\$171.28
Santa Ana River Water Company	48.515	48.515	0.058%	\$0.68	\$507.00
Upland, City Of	2,822.046	2,822.046	3.351%	\$39.81	\$29,491.18
West End Consolidated Water Co	0.000	0.000	0.000%	-	\$0.00
West Valley Water District	0.000	0.000	0.000%	-	\$0.00

\*\* Fee assessment total is 15% of  
Appropriate 15/85 replenishment

<b>129,408.103</b>	<b>84,219.825</b>	<b>**</b>	<b>\$1,187.94</b>	<b>\$880,120.95</b>
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Transfers to  
**1G**

Transfers to  
**1K**

p9: The "Watermaster Replenishment Cost" listed is MWD's 2014 Tier 1 Full Service Untreated Rate. The 2014 rate is used for a consecutive year because it is the most suitable rate.



# Assessment Year 2014-2015 (Production Year 2013-2014)

## Watermaster Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:	AF	Replenishment Rate
Appropriative - 100	976.084	2014 Rate \$610.00
Appropriative - 15/85	14.988	2013 Rate \$608.00
Non-Agricultural - 100	45.049	

1,036.121

### Pool 3 Appropriative

Company	Outstanding Obligation (AF)	Fund Balance (\$)	AF Production and Exchanges	Outstanding Obligation (\$)	85/15 Producers	Percent	15%	85%	100%	Total
Arrowhead Mtn Spring Water Co	410.893	\$251,145.27	378.111	(\$500.54)						(\$500.54)
Chino Hills, City Of	0.000	\$0.00	7,224.004	\$0.00	7,224.004	8.578%	(\$0.23)	\$0.00		(\$0.23)
Chino, City Of	0.000	\$0.00	0.000	\$0.00	0.000	0.000%	\$0.00	\$0.00		\$0.00
Cucamonga Valley Water District	0.000	\$0.00	16,121.550	\$0.00	16,121.550	19.142%	(\$0.52)	\$0.00		(\$0.52)
Desalter Authority	0.000	\$0.00	29,242.552	\$0.00						\$0.00
Fontana Union Water Company	0.000	\$0.00	0.000	\$0.00	0.000	0.000%	\$0.00	\$0.00		\$0.00
Fontana Water Company	0.000	\$0.00	15,377.579	\$0.00	15,377.579	18.259%	(\$0.50)	\$0.00		(\$0.50)
Fontana, City Of	0.000	\$0.00	0.000	\$0.00						\$0.00
Golden State Water Company	0.000	\$0.00	736.362	\$0.00	736.362	0.874%	(\$0.02)	\$0.00		(\$0.02)
Jurupa Community Services District	0.000	\$0.00	18,018.347	\$0.00	18,018.347	21.394%	(\$0.58)	\$0.00		(\$0.58)
Marygold Mutual Water Company	0.000	\$0.00	1,314.734	\$0.00						\$0.00
Monte Vista Irrigation Company	0.000	\$0.00	0.000	\$0.00	0.000	0.000%	\$0.00	\$0.00		\$0.00
Monte Vista Water District	0.000	\$0.00	6,998.745	\$0.00	6,998.745	8.310%	(\$0.23)	\$0.00		(\$0.23)
Niagara Bottling, LLC	565.191	\$345,454.57	1,342.568	(\$688.06)						(\$688.06)
Nicholson Trust	0.000	\$0.00	0.000	\$0.00	0.000	0.000%	\$0.00	\$0.00		\$0.00
Norco, City Of	0.000	\$0.00	0.000	\$0.00	0.000	0.000%	\$0.00	\$0.00		\$0.00
Ontario, City Of	0.000	\$0.00	15,687.045	\$0.00	15,687.045	18.638%	(\$0.51)	\$0.00		(\$0.51)
Pomona, City Of	0.000	\$0.00	12,909.293	\$0.00						\$0.00
San Antonio Water Company	0.000	\$0.00	1,159.242	\$0.00	1,159.242	1.376%	(\$0.04)	\$0.00		(\$0.04)
San Bernardino, County of (Shooting Par	14.988	\$9,160.83	16.390	(\$18.15)	16.390	0.019%	\$0.00	(\$15.43)		(\$15.43)
Santa Ana River Water Company	0.000	\$0.00	48.575	\$0.00	48.575	0.058%	\$0.00	\$0.00		\$0.00
Upland, City Of	0.000	\$0.00	2,822.046	\$0.00	2,822.046	3.351%	(\$0.09)	\$0.00		(\$0.09)
West End Consolidated Water Co	0.000	\$0.00	0.000	\$0.00	0.000	0.000%	\$0.00	\$0.00		\$0.00
West Valley Water District	0.000	\$0.00	0.000	\$0.00	0.000	0.000%	\$0.00	\$0.00		\$0.00
<b>Pool 3 Appropriative Total</b>	<b>991.072</b>	<b>\$605,750.67</b>	<b>129,408.103</b>	<b>(\$1,206.75)</b>	<b>84,219.825</b>	<b>**</b>	<b>(\$2.72)</b>	<b>(\$15.43)</b>	<b>(\$1,188.60)</b>	<b>(\$1,206.74)</b>

p10: There are 1097.132 AF and 734.489 AF of Outstanding Obligations from the previous two FYs, and the financial Outstanding Obligations are reconciled on these two pages.





# Assessment Year 2014-2015 (Production Year 2013-2014)

## Watermaster Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:		AF	Replenishment Rate	
Appropriative - 100		975,084	2014 Rate	\$610.00
Appropriative - 15/85		14,988	2013 Rate	\$608.00
Non-Agricultural - 100		45,049		
		1,036,121		

### Pool 2 Non-Agricultural

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)
Ameron International Corp.	0.000	\$0.00	\$0.00
Aqua Capital Management LP	0.000	\$0.00	\$0.00
California Speedway Corp. (Auto Club Sp	0.000	\$0.00	\$0.00
California Steel Industries, Inc. (CSI)	0.000	\$0.00	\$0.00
Cainat Co., a Division of Vulcan Material	0.000	\$0.00	\$0.00
CCG Ontario, LLC	0.000	\$0.00	\$0.00
General Electric Co. (GE)	0.000	\$0.00	\$0.00
Hammer Park Associates (Swan Lake M	0.000	\$0.00	\$0.00
Kaiser Ventures, Inc.	0.000	\$0.00	\$0.00
KCO, LLC / The Koll Company	0.000	\$0.00	\$0.00
Loving Savior Of The Hills Lutheran Chur	0.000	\$0.00	\$0.00
NRG California South LP	0.000	\$0.00	\$0.00
Ontario, City of (Non-Ag)	0.000	\$0.00	\$0.00
Praxair, Inc.	0.000	\$0.00	\$0.00
Riboli Family / San Antonio Winery	11.347	\$6,935.18	(\$13.51)
San Bernardino County of Chino Airport	0.000	\$0.00	\$0.00
Southern California Edison Co. (SCE)	0.000	\$0.00	\$0.00
Southern Service Co. (Angelica)	33.702	\$20,599.50	(\$41.28)
Space Center Mira Loma, Inc.	0.000	\$0.00	\$0.00
Sunkist Growers, Inc.	0.000	\$0.00	\$0.00
TAMCO			
West Venture Development Co.	0.000	\$0.00	\$0.00
<b>Pool 2 Non-Agricultural Total</b>	<b>45.049</b>	<b>\$27,534.68</b>	<b>(\$54.79)</b>

p10: There are 1087.132 AF and 734.489 AF of Outstanding Obligations from the previous two FYs, and the financial Outstanding Obligations are reconciled on these two pages.

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# AGRICULTURAL POOL SUMMARY IN ACRE FEET

	Acres Converted @ 2017/2018			Acres Converted @ 2018/2019			Total Land Use Conversions Acres-Feet
	Prior Converted	Acres	Acres Feet	Total Prior to Peace Agmt Converted AF	Acres	Acres Feet	
Chino Hills, City Of	0.000	670.266	871.346	871.346	131.280	262.560	1,133.906
Chino, City Of	196.235	1,454.750	1,891.175	2,087.410	2,767.827	5,535.654	7,623.064
Cucamonga Valley Water District	0.000	460.280	598.384	598.384	0.000	0.000	598.384
Fontana Water Company	0.000	0.000	0.000	0.000	417.000	834.000	834.000
Junipa Community Services District	0.000	2,756.920	3,583.996	3,583.996	5,146.100	10,292.200	13,876.196
Monte Vista Water District	0.000	28.150	36.595	36.595	9.240	18.480	55.075
Ontario, City Of	209.400	527.044	685.157	894.557	573.269	1,146.538	2,041.095
	405.635	5,907.440	7,555.572	9,073.268	9,044.716	18,089.432	26,161.700

Page 11A



Assessment Year 2014-2015 (Production Year 2013-2014)

## Pool 3 Agricultural Pool Reallocation Summary

	% Share of Operating Safe Yield	32,800 AF Early Transfer	Land Use Conver- sions	Reallocation of Agricultural Pool Safe Yield Potential for Reallocation (AF)	Percent of Ag Pool Reallocation	Difference: Potential vs. Net	Net Ag Pool Reallocation
Arrowhead Min Spring Water Co	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Chino Hills, City Of	3.851%	1,263.128	1,133.906	2,397.034	4.065%	(398.434)	1,998.600
Chino, City Of	7.357%	2,413.096	7,623.064	10,036.160	17.021%	(1,988.205)	8,387.955
Cucamonga Valley Water District	6.601%	2,165.128	598.364	2,763.492	4.687%	(459.346)	2,304.146
Desalter Authority	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Fontana Union Water Company	11.867%	3,823.496	0.000	3,823.496	6.485%	(635.540)	3,187.956
Fontana Water Company	0.002%	0.656	834.000	834.656	1.416%	(138.736)	695.920
Fontana, City Of	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Golden State Water Company	0.750%	246.000	0.000	246.000	0.417%	(40.890)	205.110
Jurupa Community Services District	3.759%	1,232.952	13,876.195	15,109.148	25.625%	(2,511.435)	12,597.713
Marygold Mutual Water Company	1.195%	391.960	0.000	391.960	0.665%	(65.151)	326.809
Monte Vista Irrigation Company	1.234%	404.752	0.000	404.762	0.688%	(87.278)	337.474
Monte Vista Water District	8.797%	2,886.416	55.075	2,940.491	4.987%	(488.767)	2,451.724
Niagara Bottling, LLC	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Nicholson Trust	0.007%	2.295	0.000	2.286	0.004%	(0.382)	1.914
Norco, City Of	0.368%	120.704	0.000	120.704	0.205%	(20.063)	100.641
Ontario, City Of	20.742%	6,803.376	2,041.095	8,844.471	15.000%	(1,470.123)	7,374.348
Pomona, City Of	20.454%	6,708.912	0.000	6,708.912	11.378%	(1,115.152)	5,593.760
San Antonio Water Company	2.748%	901.344	0.000	901.344	1.529%	(149.821)	751.523
San Bernardino, County of (Shooting)	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Santa Ana River Water Company	2.973%	778.344	0.000	778.344	1.320%	(129.376)	648.968
Upland, City Of	5.202%	1,706.256	0.000	1,706.256	2.894%	(283.613)	1,422.643
West End Consolidated Water Co	1.728%	568.784	0.000	568.784	0.981%	(94.211)	472.573
West Valley Water District	1.175%	385.400	0.000	385.400	0.654%	(64.061)	321.339
	100.000%	32,800.000	26,161.700	58,961.700	100.000%	(9,800.584)	49,161.116
	<b>12A</b>	<b>12B</b>	<b>12C</b>	<b>12D</b>	<b>12E</b>	<b>12F</b>	<b>12G</b>



# Assessment Year 2014-2015 (Production Year 2013-2014)

## Pool 2 Assessment Fee Summary

	Non-Agricultural Pool				Replenishment Assessments			
	AF Production	AF Admin	AF/OBMP	Exceeding Annual Right	Per AF	CURO Adjustment	Other Adjustments	Total Assessments Due
Ameron International Corp	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
Aqua Capital Management LP	0.000	0.00	0.00	57.154	34,863.94	0.00	0.00	34,863.94
California Speedway Corp (Auto Club Speedway)	435.795	5,573.18	12,067.36	0.000	0.00	0.00	0.00	17,645.34
California Steel Industries, Inc. (CSI)	1,417.448	18,143.33	39,249.14	0.000	0.00	0.00	0.00	57,392.47
Calmar Co., a Division of Vulcan Materials Co.	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
COG Ontario, LLC	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
General Electric Co. (GE)	0.004	0.05	0.10	0.000	2.44	0.00	0.00	2.60
Hamner Park Associates (Swan Lake MHP)	286.791	3,658.12	7,913.55	0.000	0.00	0.00	0.00	11,571.68
Kaiser Ventures, Inc.	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
KCO, LLC / The Koll Company	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
Loving-Savior Of The Hills Lutheran Church	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
NRG California South LP	289.980	3,711.74	8,029.55	0.000	0.00	0.00	0.00	11,741.29
Ontario, City of (Non-Ag)	1,555.196	23,748.51	51,370.38	0.000	0.00	0.00	0.00	75,115.89
Praxair, Inc.	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
Ribbit Family / San Antonio Winery	10.403	133.76	288.06	0.000	5,545.83	(73.51)	0.00	6,755.54
San Bernardino, County of (Chino Airport)	104.278	1,334.76	2,887.46	0.000	0.00	0.00	0.00	4,222.22
Southern California Edison Co. (SCE)	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
Southern Service Co. (Angelica)	38.519	467.44	1,011.21	19.609	11,981.49	(41.28)	0.00	13,398.86
Space Center Mira Loma, Inc.	63.708	1,198.46	2,594.77	0.000	0.00	0.00	0.00	3,794.24
Sunkist Growers, Inc.	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
TAMCO	17.850	228.48	594.27	0.000	2,853.50	0.00	0.00	3,675.25
West Venture Development Co.	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
	4,546.972	58,201.24	125,905.65	91.520	55,827.20	(64.79)	0.00	239,879.30
	13A	13B	13C	13D	13E	13F	13G	13H

p13: 1) TAMCO intervened into the Non-Ag Pool, effective July 1, 2013. Concurrently, Ameron International permanently transferred 15,000 AF of Safe Yield to TAMCO.



# Assessment Year 2014-2015 (Production Year 2013-2014)

## Pool 2 Water Production Summary

	Percent of Safe Yield	Carryover Beginning Balance	Prior Year Adjustments	Assigned Share of Safe Yield (AF)	Water Transaction Activity	Other Adjustments	Annual Production Right	Actual Fiscal Year Production	Net Over Production	Under Production Summary		
										Total Under-Produced	Carryover: Next Year Begin Bal	To Local Storage Account
Ameron International (COP)	1.12%	97,853	0.000	82,659	(8,286)	0.000	172,430	0.000	0.000	172,430	82,658	89,572
Aqua Capital Management LP	8.612%	632,981	0.000	632,981	(1,323,117)	0.000	(57,154)	0.000	57,154	0.000	0.000	0.000
California Speedway Corp. (AIG)	13.605%	0.000	0.000	1,000,000	(100,000)	0.000	1,900,000	435,785	0.000	1,464,205	1,000,000	464,204
California Steel Industries, Inc. (C)	27.974%	1,584,457	0.000	1,615,137	(161,513)	0.000	3,018,081	1,417,448	0.000	1,600,633	1,600,633	0.000
Calmat Co., a Division of Vulcan	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
CCG Ontario, LLC	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
General Electric Co. (GE)	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Hamner Park Associates (Swan L)	6.316%	464,240	0.000	464,240	(46,424)	0.000	882,056	285,791	0.000	596,265	464,240	132,024
Kaiser Ventures, Inc.	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
KCO, LLC / The Koll Company	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Loving Savior of The Hills Lutheran	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NRG California South LP	12.986%	954,540	0.000	954,540	(95,454)	0.000	1,813,626	289,980	0.000	1,523,646	954,540	569,106
Ontario, City of (Non-Ag)	37.569%	2,327,807	0.000	2,327,807	(232,781)	0.000	4,422,833	1,655,186	0.000	2,767,646	2,327,807	239,829
Praxair, Inc.	0.014%	1,000	0.000	1,000	(0.100)	0.000	1,900	0.000	0.000	1,900	1,000	0.899
Riboll Family / San Antonio Whine	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
San Bernardino, County of (Chino)	1.821%	30,496	0.000	133,870	(13,387)	0.000	150,979	104,278	0.000	45,701	46,701	0.000
Southern California Edison Co. (S)	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Southern Service Co. (Argelica)	0.255%	0.000	0.000	18,789	(1,879)	0.000	16,910	36,519	19,609	0.000	0.000	0.000
Space Center Miraflores, Inc.	1.417%	0.000	0.000	104,121	(10,412)	0.000	93,711	53,708	0.000	0.000	0.000	0.000
Sunkist Growers, Inc.	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TAMCO	0.204%	0.000	0.000	15,000	(1,500)	0.000	13,500	17,450	4,950	0.000	0.000	0.000
West Venture Development Co.	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	100.00%	7,073,352	0.000	7,350,343	(1,994,353)	0.000	12,428,872	4,546,972	91,520	7,973,419	6,477,782	1,495,634

p14: 1) TAMCO Intervened into the Non-Ag Pool, effective July 1, 2013. Concurrently, Ameron International permanently transferred 15,000 AF of Safe Yield to TAMCO.  
 2) Transfers in Column [14E] include the annual transfer of 10 percent of the Non-Ag Safe Yield to the seven Appropriator Parties, as stated in the Peace II Agreement, and also the Exhibit "G" physical solution transfers to the Appropriative Pool. (See Appendix C)  
 3) Column [14H], "Actual Fiscal Year Production," includes Assignments between Appropriators and Non-Ag Pool Parties.



# Assessment Year 2014-2015 (Production Year 2013-2014)

## Pool 2 Local Storage Account Summary

	Beginning Balance	2% Storage Loss	Transfers To / (From)	Ending Balance
Amerson International Corp.	2,287,817	(5,766)	189,572	371,653
Aqua Capital Management LP	2,905,286	(58,105)	(2,847,181)	0.000
California Speedway Corp. (Auto Club Speedway)	2,249,803	(44,932)	(635,786)	1,669,821
California Steel Industries, Inc. (CSI)	3,873,398	(77,467)	0.000	3,795,931
Calmar Co. (a Division of Vulcan Materials Co.)	5,280	(0.105)	0.000	5,175
CCG Ontario, LLC	0.000	0.000	0.000	0.000
General Electric Co. (GE)	0.000	0.000	0.000	0.000
Hamner Park Associates (Swan Lake MHP)	951,790	(19,035)	132,024	1,064,779
Kaiser Ventures, Inc.	0.000	0.000	0.000	0.000
KGO, LLC / The Koll Company	0.000	0.000	0.000	0.000
Loving Savior Of The Hills Lutheran Church	0.000	0.000	0.000	0.000
NRG California South LP	2,576,527	(51,530)	569,106	3,094,103
Ontario City of (Non-Ag)	2,663,781	(61,253)	239,829	2,751,747
Praxair, Inc.	60,459	(1,209)	0.899	60,149
Ribbin Family / San Antonio Winery	0.000	0.000	0.000	0.000
San Bernardino, County of (Chino Airport)	0.000	0.000	0.000	0.000
Southern California Edison Co. (SCE)	0.000	0.000	0.000	0.000
Southern Service Co. (Angelica)	0.000	0.000	0.000	0.000
Space Center Miraflores, Inc.	0.000	0.000	0.000	0.000
Sunkist Growers, Inc.	0.000	0.000	0.000	0.000
TAMCO	0.000	0.000	0.000	0.000
West Venture Development Co.	0.000	0.000	0.000	0.000
	15,473,347	(309,462)	(2,351,547)	12,812,338
	<b>15A</b>	<b>15B</b>	<b>15C</b>	<b>15D</b>

p15: 1) TAMCO Intervened into the Non-Ag Pool, effective July 1, 2013. Concurrently, Amerson International permanently transferred 15,000 AF of Safe Yield to TAMCO.  
 2) Column [15C] includes the Exhibit "G" physical solution transfers to the Appropriative Pool. (See Appendix C)



# Assessment Year 2014-2015 (Production Year 2013-2014)

## Appendix A: Pool 3 Water Production Detail

	Physical Production	Voluntary Agreements (w/ Ag)	Assignments (w/ Non-Ag)	Other Adjustments	Actual FY Production (Assmnt Pkg Column 2J)
Arrowhead Min Spring Water Co	379,111	0.000	0.000	0.000	379,111
Chino Hills, City Of	2,150.925	(286.221)	0.000	5,359.300	7,224.004
Chino, City Of	6,725.430	(6,686.440)	(104.278)	65.288	0.000
Cucamonga Valley Water District	16,121.550	0.000	0.000	0.000	16,121.550
Desalter Authority	29,282.283	0.000	0.000	(39,731)	29,242.552
Fontana Union Water Company	0.000	0.000	0.000	0.000	0.000
Fontana Water Company	15,377.579	0.000	0.000	0.000	15,377.579
Fontana, City Of	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	736.362	0.000	0.000	0.000	736.362
Jurupa Community Services District	18,406.630	0.000	(379.499)	(8,784)	18,018.347
Marygold Mutual Water Company	1,314.734	0.000	0.000	0.000	1,314.734
Metropolitan Water District	0.000	0.000	0.000	0.000	0.000
Monte Vista Irrigation Company	0.000	0.000	0.000	0.000	0.000
Monte Vista Water District	12,521.892	(151.480)	0.000	(5,371.667)	6,998.745
Niagara Bottling, LLC	1,342.588	0.000	0.000	0.000	1,342.588
Nicholson Trust	0.000	0.000	0.000	0.000	0.000
Norco, City Of	0.000	0.000	0.000	0.000	0.000
Ontario, City Of	21,980.342	(4,428.101)	(1,855.196)	0.000	15,697.045
Pomona, City Of	12,809.293	0.000	0.000	0.000	12,809.293
San Antonio Water Company	1,159.242	0.000	0.000	0.000	1,159.242
San Bernardino County of (Shooling)	16.390	0.000	0.000	0.000	16.390
Santa Ana River Water Company	0.000	0.000	0.000	48.515	48.515
Upland, City Of	2,822.046	0.000	0.000	0.000	2,822.046
West End Consolidated Water Co	0.000	0.000	0.000	0.000	0.000
West Valley Water District	0.000	0.000	0.000	0.000	0.000
	143,246.397	(11,552.242)	(2,338.973)	52.921	129,408.103
Less Desalter Authority Production					29,242.552
Total Less Desalter Authority Production					100,165.551

**Note:** Other Adjustments include water provided to another Appropriator, pump-to-waste that has been captured in a recharge basin, and ASR injections. The volume noted for City of Chino is an adjustment made to keep the City's Actual Production from being a negative number.



**Assessment Package Appendix B**  
**Desalter Replenishment Accounting, Shortfall Deducted from the Pre-Peace II Desalters Re-Operation Account<sup>1</sup>**  
**Per Peace II Agreement, Section 6.2 (PIA, 6.2)**  
**(Acre-Feet)**

Production Year	Desalter Production			Desalter Replenishment					Residual Replenishment Obligation <sup>5, 6</sup>
	Pre-Peace II Desalter Production	Peace II Desalter Expansion <sup>2</sup>	Total	Desalter Account (aka Kaiser) PIA, 6.2(a)(i)	Paragraph 31 Settlement Deductions <sup>3</sup> PIA, 6.2(a)(ii)	Safe Yield Contribution by Factors PIA, 6.2(a)(iv)	Allocation to Pre-Peace II Desalters <sup>4</sup>	Balance	Non-Ag OSMIP Assessment (10% Haircut) <sup>7</sup> PIA, 6.2(b)(i)
2001	7,948	0	7,948	3,995	0	0	0	0	0
2002	9,458	0	9,458	4,728	0	0	0	0	0
2003	10,439	0	10,439	5,219	0	0	0	0	0
2004	10,605	0	10,605	5,303	0	0	0	0	0
2005	9,954	0	9,954	4,927	0	0	0	0	0
2006	16,476	0	16,476	11,579	4,273	0	0	400,000	0
2007	28,358	0	28,358	608	0	0	0	378,525	0
2008	29,972	0	29,972	0	0	0	0	0	0
2009	32,922	0	32,922	0	0	0	0	361,559	0
2010	28,517	0	28,517	0	0	0	0	289,564	0
2011	28,318	0	28,318	0	0	0	0	281,047	0
2012	28,379	0	28,379	0	0	0	0	231,729	0
2013	27,062	0	27,062	0	0	0	0	263,350	0
2014	29,223	0	29,223	0	0	0	0	176,288	0
2015	30,000	0	30,000	0	0	0	0	175,000	0
2016	30,000	7,500	37,500	0	0	0	0	167,500	0
2017	30,000	10,000	40,000	0	0	0	0	157,500	735
2018	30,000	10,000	40,000	0	0	0	0	147,500	735
2019	30,000	10,000	40,000	0	0	0	0	137,500	735
2020	30,000	10,000	40,000	0	0	0	0	127,500	735
2021	30,000	10,000	40,000	0	0	0	0	117,500	735
2022	30,000	10,000	40,000	0	0	0	0	107,500	735
2023	30,000	10,000	40,000	0	0	0	0	97,500	735
2024	30,000	10,000	40,000	0	0	0	0	87,500	735
2025	30,000	10,000	40,000	0	0	0	0	77,500	735
2026	30,000	10,000	40,000	0	0	0	0	67,500	735
2027	30,000	10,000	40,000	0	0	0	0	57,500	735
2028	30,000	10,000	40,000	0	0	0	0	47,500	735
2029	30,000	10,000	40,000	0	0	0	0	37,500	735
2030	30,000	10,000	40,000	0	0	0	0	27,500	735
Totals	773,573	147,500	921,073	38,383	4,273	0	0	27,500	10,280

1. Table format and content WEL Response to Condition Subsequent Number 7, November 2008.

2. Peace II Desalter Expansion expected to increase total desalter production to October 2015.

3. 3,950,877 acre-feet + 316,177 acre-feet added as Non-Ag dedicated stored water per Paragraph 31 Settlement Agreements. Per Agreements, the water is deemed to have been dedicated as of June 30, 2007.

4. The Santa Ana River Underflow New Yield (SARUNY) projection in the table is shown as zero for each year. In the near future, through the modeling work and Safe Yield Recalculation process, Watermaster will determine the SARUNY created by Desalters and Re-Operation, and will produce a new schedule.

5. Six years of Desalter tracking (Production Year 2000/2001 through Production Year 2005/2006) incorrectly assumed that a significant portion of Desalter production was being offset by SAR Underflow New Yield. Condition Subsequent 7 included an adjustment of 28,070 AF against Desalter replenishment in Production Year 2008/2009.

6. The Peace I Agreement terminates in 2030. Per this schedule, the Peace II Desalter expansion has not yet fully utilized its available 175,000 acre-feet.

7. For the first 10 years following the Peace II Agreement (2008/2007 through 2015/2016), the Non-Ag "10% Haircut" water is apportioned among the specific seven members of the Appropriative Pool, per PIA 9.2(a). In the eleventh year and in each year thereafter, it is dedicated to Watermaster to further offset desalter replenishment. However, to the extent there is no remaining desalter replenishment obligation in any year after applying the offsets set forth in 6.2(e), it will be distributed pro rata among the members of the Appropriative Pool based upon each Producer's combined total share of OSY and the previous year's actual production.

8. Per the Peace II Agreement, Section 6.2(b)(8), the residual replenishment assessment is against the Appropriative Pool, pro-rata based on each Producer's combined total share of OSY and the previous year's actual production.

9. The production year 2013/14 desalter replenishment obligation could be as high as 27,840 AF. Due to the ongoing Safe Yield Recalculation process and related SARUNY matter, the desalter replenishment obligation is not being assessed at this time. When the Safe Yield Recalculation and SARUNY matters are resolved, the desalter replenishment obligation will be recalculated, if necessary, and assessed, if necessary.



**Assessment Package Appendix C**  
**Allocation for the Purchase of the Exhibit "G" Non-Ag Pool Water**  
**2014**

Non-Ag Pool Party	Amount Sold (AF)
Aqua Capital Management	4,107.000
Auto Club Speedway	1,000.000
Total	5,107.000

Appropriative Pool Party	Amount Purchased (AF)
Arrowhead Mtn Spring Water Co	70.030
Chino Hills, City Of	-
Chino, City Of	-
Cucamonga Valley Water District	1,036.093
Desalter Authority	-
Fontana Union Water Company	463.907
Fontana Water Company	1,994.907
Fontana, City Of	-
Golden State Water Company	-
Jurupa Community Services District	-
Marygold Mutual Water Company	-
Monte Vista Irrigation Company	31.515
Monte Vista Water District	1,399.605
Niagara Bottling, LLC	-
Nicholson Trust	-
Norco, City Of	-
Ontario, City Of	-
Pomona, City Of	-
San Antonio Water Company	110.943
San Bernardino, County of (Shooting Park)	-
Santa Ana River Water Company	-
Upland, City Of	-
West End Consolidated Water Company	-
West Valley Water District	-
Total	5,107.000

# **EXHIBIT “B”**

**MINUTES**  
**CHINO BASIN WATERMASTER**  
**WATERMASTER BOARD MEETING**

November 25, 2014

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on November 25, 2014.

**WATERMASTER BOARD MEMBERS PRESENT**

Robert "Bob" Craig, Chair  
Steve Elie, Vice-Chair  
J. Arnold Rodriguez  
Bob Kuhn  
Bob Bowcock  
Geoffrey Vanden Heuvel  
Paul Hofer  
Manny Martinez, for Mark Kinsey  
Don Galleano

Jurupa Community Services District  
Inland Empire Utilities Agency  
Santa Ana River Water Company  
Three Valleys Municipal Water District  
Calmat Company  
Agricultural Pool – Dairy  
Agricultural Pool – Crops  
Monte Vista Water District  
Western Municipal Water District

**WATERMASTER BOARD MEMBER ABSENT**

Mark Kinsey

Monte Vista Water District

**WATERMASTER STAFF PRESENT**

Peter Kavounas  
Danielle Maurizio  
Joseph Joswiak  
Anna Truong

General Manager  
Assistant General Manager  
Chief Financial Officer  
Recording Secretary

**WATERMASTER CONSULTANTS PRESENT**

Scott Slater  
Mark Wildermuth

Brownstein Hyatt Farber Schreck, LLP  
Wildermuth Environmental, Inc.

**OTHERS PRESENT WHO SIGNED IN**

Todd Corbin  
Ron Craig  
Eunice Ulloa  
Justin Scott-Coe  
Van Jew  
Curtis Paxton  
Sheri Rojo  
Larry Dimock  
Darron Poulsen  
Raul Garibay  
Bob Feenstra  
Brian Geye  
Craig Miller  
Tracy Egoscue  
Art Kidman  
Richard Rees  
Scott Burton  
Dave Crosley  
Jimmy Gutierrez  
Ken Jeske

Jurupa Community Services District  
City of Chino Hills  
Chino Basin Water Conservation District  
Monte Vista Water District  
Monte Vista Irrigation Company  
Chino Basin Desalter Authority  
Fontana Water Company  
State of California – CIM  
City of Pomona  
City of Pomona  
Agricultural Pool – Dairy  
Auto Club Speedway  
Western Municipal Water District  
Egoscue Law Group  
Kidman Law, LLP  
AMEC  
City of Ontario  
City of Chino  
Law Offices of Jimmy Gutierrez  
California Steel Industries (CSI)

Marty Zvirbulis  
David DeJesus  
Ben Lewis  
Chris Brown  
Jeff Pierson

Cucamonga Valley Water District  
Three Valleys Municipal Water District  
Golden State Water Company  
Charles Z. Fedak & Company  
Agricultural Pool – Crops

**CALL TO ORDER**

Chair Craig called the Watermaster Board meeting to order at 11:02 a.m.

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

None

**AGENDA - ADDITIONS/REORDER**

None

**I. CONSENT CALENDAR**

**A. MINUTES**

1. Minutes of the Watermaster Board meeting held October 23, 2014

**B. FINANCIAL REPORTS**

1. Cash Disbursements for the month of September 2014
2. Watermaster VISA Check Detail for the month of September 2014
3. Combining Schedule for the Period July 1, 2014 through September 30, 2014
4. Treasurer's Report of Financial Affairs for the Period September 1, 2014 through September 30, 2014
5. Budget vs. Actual Report for the Period July 1, 2014 through September 30, 2014

**C. ANNUAL FINDING OF SUBSTANTIAL COMPLIANCE WITH THE RECHARGE MASTER PLAN**

Adopt the finding in the Wildermuth Report that Watermaster is in substantial compliance with the Recharge Master Plan.

**D. BUDGET TRANSFER FORM T-14-10-01**

Approve Budget Transfer Form T-14-10-01 for FY 2014/15 as presented and authorize the Watermaster General Manager to amend the Task Order(s) between IEUA and CBWM as required.

(0:00:47)

*Motion by Mr. Steve Elie, second by Mr. Bob Kuhn, and carried unanimously*

***Moved to approve Consent Calendar as presented***

**II. BUSINESS ITEMS**

**A. CHINO BASIN WATERMASTER 2014/2015 ASSESSMENT PACKAGE**

Approve the Fiscal Year 2014-2015 Assessment Package as presented, including no credit for Stormwater New Yield and postponing the assessment of desalter replenishment.

(0:01:35) Mr. Kavounas gave a report.

(0:02:29)

*Motion by Mr. J. Arnold Rodriguez, second by Mr. Bob Bowcock, and carried unanimously*

***Moved to approve Business Item II.A. as presented***

**B. LEVYING REPLENISHMENT AND ADMINISTRATIVE ASSESSMENTS**

Approve Resolution 2014-05 as presented.

(0:02:49) Mr. Kavounas gave a report.

(0:03:16)

*Motion by Mr. Steve Elle, second by Mr. Bob Kuhn, and carried unanimously*

***Moved to approve Business Item II.B. as presented***

**C. WATERMASTER ANNUAL AUDIT PRESENTATION BY CHARLES Z. FEDAK & COMPANY**

Receive and file (1) The Chino Basin Watermaster Annual Financial Report For the Fiscal Years Ended June 30, 2014 and 2013 dated November 20, 2014; and (2) the Chino Basin Watermaster Management Report for June 30, 2014 dated November 20, 2014.

(0:03:35) Mr. Kavounas gave an introduction and passed the item to Watermaster's auditor, Mr. Chris Brown of Charles Z. Fedak & Company.

(0:04:00) Mr. Brown gave a presentation. A discussion ensued.

(0:13:02)

*Motion by Mr. Bob Kuhn, second by Mr. Geoffrey Vanden Heuvel, and carried unanimously*

***Moved to approve Business Item II.C. as presented***

**D. SAFE YIELD RECALCULATION AND RESET – WATERMASTER MOTION**

Consider the Advisory Committee recommendation to initiate a mediation process instead of filing the motion; and/or consider the advice and counsel of the Pools and Advisory Committees and take action on the draft motion.

(0:13:24) Mr. Kavounas gave a report. A discussion ensued.

(0:35:30) Motion presented by Steve Elle.

(0:38:17) Second by Bob Kuhn with comments.

(0:48:40) Approved by unanimous vote.

*Motion by Steve Elle, second by Bob Kuhn, and by unanimous vote*

***Moved to adopt the Advisory Committee's recommendation with clarifications as shown herein: moved to approve that no motion or status report shall be filed with the Court yet; Watermaster Parties shall immediately start a facilitated process to identify and resolve all issues related to the successful completion of the Safe Yield reset by April 1, 2015 for Pools, Advisory and Board action in May 2015. The Safe Yield shall be filed with the Court no later than May 29, 2015. The Parties shall start a mediation selection process and select a mediator by 5pm December 11, 2014 through the Advisory Committee; there will be a Watermaster Board meeting on December 12, 2014 to either ratify the Advisory Committee selection or, in case the Advisory Committee is unable to agree on a mediator, to select a mediator for this process. In the event the Parties cannot reach an agreement on the Safe Yield reset, Watermaster shall implement the reset consistent with the agreements and that process would start in April 2015 and go through Pools, Advisory and Board for discussion in April so it can go to the Board for action in May 2015.***

**III. REPORTS/UPDATES**

**A. LEGAL COUNSEL REPORT**

1. Motion for Approval of Physical Solution Transfer Rate Substitution
2. City of Ontario Request
3. West Venture
4. Basin Boundary – SGMA

(0:52:53) Mr. Slater gave a report. A discussion ensued.

**B. CFO REPORT**

1. Assessment Invoicing

(1:10:47) Mr. Joswiak gave a report.

**C. ENGINEER REPORT**

1. None

**D. GM REPORT**

1. RMPU Amendment
2. Vulcan Materials Company – Recharge Application
3. December Meeting Schedule and Holiday Office Closure

(1:11:37) Mr. Kavounas gave a report. A discussion ensued.

**IV. INFORMATION**

1. Cash Disbursements for October 2014

**V. BOARD MEMBER COMMENTS**

(1:30:13) Chair Craig stated that it has been an honor to serve on the Board over the past year and wished everyone a happy holidays.

**VI. OTHER BUSINESS**

None

**VII. CONFIDENTIAL SESSION - POSSIBLE ACTION**

Chair Craig called for a closed session at 12:33 p.m. to discuss the following:

1. Alvarez CalPERS Appeal

Closed session concluded at 12:43 p.m. with no reportable action.

**VIII. FUTURE MEETINGS AT WATERMASTER**

11/25/14 Tue 11:00 a.m. Watermaster Board

~~11/27/14 Thu 11:00 a.m. Watermaster Board (Rescheduled to 11/25/14)~~

**DECEMBER 2014:**

~~12/04/14 Thu 10:00 a.m. Safe Yield Recalculation and Related Matters (Cancelled)~~

~~12/11/14 Thu 9:00 a.m. Appropriative Pool (Cancelled)~~

~~12/11/14 Thu 11:00 a.m. Non-Agricultural Pool (Cancelled)~~

~~12/11/14 Thu 1:30 p.m. Agricultural Pool (Cancelled)~~

~~12/18/14 Thu 8:00 a.m. Joint IEUA/CBWM Recharge Improvement Projects (Cancelled)~~

~~12/18/14 Thu 9:00 a.m. Advisory Committee (Cancelled)~~

~~12/18/14 Thu 10:00 a.m.\* Safe Yield Recalculation and Related Matters (Cancelled)~~

~~12/25/14 Thu 11:00 a.m. Watermaster Board (Cancelled)~~

**ADJOURNMENT**

Chair Craig adjourned the Watermaster Board meeting at 12:43 p.m.

Secretary: \_\_\_\_\_

Approved: January 22, 2015

# **EXHIBIT “C”**



NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **June 16, 2015**

Date of this notice: **July 2, 2015**

Please take notice that the following Application has been received by Watermaster:

- Notice of Sale or Transfer – The purchase of 6,500,000 acre-feet of water from the City of Chino by Fontana Water Company. This purchase is made from the City of Chino's Excess Carryover Account.

This *Application* will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool: July 9, 2015

Non-Agricultural Pool: July 9, 2015

Agricultural Pool: July 9, 2015

This *Application* will be scheduled for consideration by the Advisory Committee *no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days* after the last pool committee reviews it.

After consideration by the Advisory Committee, the *Application* will be considered by the Board.

Unless the *Application* is amended, parties to the Judgment may file *Contests* to the *Application* with Watermaster *within seven calendar days* of when the last pool committee considers it. Any *Contest* must be in writing and state the basis of the *Contest*.

Watermaster address:

Chino Basin Watermaster  
9641 San Bernardino Road  
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888  
Fax: (909) 484-3890

# **CHINO BASIN WATERMASTER**

## **NOTICE OF TRANSFER OF WATER**

Notification Dated: July 2, 2015

A party to the Judgment has submitted a proposed transfer of water for Watermaster approval. Unless contrary evidence is presented to Watermaster that overcomes the rebuttable presumption provided in Section 5.3(b)(iii) of the Peace Agreement, Watermaster must find that there is "no material physical injury" and approve the transfer. Watermaster staff is not aware of any evidence to suggest that this transfer would cause material physical injury and hereby provides this notice to advise interested persons that this transfer will come before the Watermaster Board on or after 30 days from the date of this notice. The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process (comes before Watermaster).

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## CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
Tel: (909) 484-3888 Fax: (909) 484-3890 www.cbwm.org

PETER KAVOUNAS, P.E.  
General Manager

**DATE:** July 2, 2015  
**TO:** Watermaster Interested Parties  
**SUBJECT:** Summary and Analysis of Application for Water Transaction

### Summary –

There does not appear to be a potential material physical injury to a party or to the basin from the proposed transaction as presented.

### Issue –

- Notice of Sale or Transfer – The purchase of 6,500,000 acre-feet of water from the City of Chino by Fontana Water Company. This purchase is made from the City of Chino's Excess Carryover Account.

### Recommendation –

1. Continue monitoring as planned in the Optimum Basin Management Program.
2. Use all new or revised information when analyzing the hydrologic balance and report to Watermaster if a potential for material physical injury is discovered, and
3. Approve the transaction as presented.

### Fiscal Impact –

- ☐ None
- ☒ May reduce assessments under the 85/15 rule
- ☐ Reduce desalter replenishment costs

### Background

The Court approved the Peace Agreement, the Implementation Plan and the goals and objectives identified in the OBMP Phase I Report on July 13, 2000, and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge or transfer water, as well as for applications for credits or reimbursements and storage and recovery programs.

Where there is no material physical injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a party to the Judgment, there is a rebuttable presumption that most of the transactions do not result in Material Physical Injury to a party to the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The following application for water transaction is attached with the notice of application.

- Notice of Sale or Transfer -- The purchase of 8,500,000 acre-feet of water from the City of Chino by Fontana Water Company. This purchase is made from the City of Chino's Excess Carryover Account.

Notice of the water transaction identified above was mailed on July 2, 2015 along with the materials submitted by the requestors.

#### **DISCUSSION**

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analyses conducted by Wildermuth Environmental pursuant to the Peace Agreement and the Rules & Regulations. There is no indication additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, continued measurement of water levels and the installation of extensometers are planned. Based on no real change in the available data, we cannot conclude that the proposed water transaction will cause material physical injury to a party or to the Basin.

Consolidated Forms 3, 4 & 5

**CONSOLIDATED WATER TRANSFER FORMS:**  
**FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE**  
**FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE**  
**FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD**

FISCAL YEAR 2014 - 2015

DATE REQUESTED: June 16, 2015

AMOUNT REQUESTED: 6,500.00 Acre-Feet

<b>TRANSFER FROM (SELLER / TRANSFEROR):</b>			<b>TRANSFER TO (BUYER / TRANSFEREE):</b>		
City of Chino			Fontana Water Company		
Name of Party			Name of Party		
P.O. Box 667			15966 Arrow Route		
Street Address			Street Address		
Chino	CA.	91708	Fontana	CA.	92335
City	State	Zip Code	City	State	Zip Code
(909) 334-3250			(909) 822-2201		
Telephone			Telephone		
(909) 823-5046			(909) 823-5046		
Facsimile			Facsimile		

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year?

Yes ☐ No ☒

**PURPOSE OF TRANSFER:**

- ☐ Pump when other sources of supply are curtailed  
☒ Pump to meet current or future demand over and above production right  
☐ Pump as necessary to stabilize future assessment amounts  
☐ Other, explain \_\_\_\_\_

**WATER IS TO BE TRANSFERRED FROM:**

- ☐ Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)  
☒ Storage EXCESS CARRY OVER  
☐ Annual Production Right / Operating Safe Yield first, then any additional from Storage  
☒ Other, explain Excess Carry-Over

**WATER IS TO BE TRANSFERRED TO:**

- ☒ Annual Production Right / Operating Safe Yield (common)  
☐ Storage (rare)  
☐ Other, explain \_\_\_\_\_

Consolidated Forms 3, 4 & 5 cont.

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.") Yes ☒ No ☐  
Is the Buyer an 85/15 Party? Yes ☒ No ☐  
Is the purpose of the transfer to meet a current demand over and above production right? Yes ☒ No ☐  
Is the water being placed into the Buyer's Annual Account? Yes ☒ No ☐

**IF WATER IS TO BE TRANSFERRED FROM STORAGE:**

Varies

2014 - 2015

Projected Rate of Recapture

Projected Duration of Recapture

**METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):**

Pumping

**PLACE OF USE OF WATER TO BE RECAPTURED:**

Chino Basin Management Zone 3

**LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):**

N/A

**WATER QUALITY AND WATER LEVELS**

Are the Parties aware of any water quality issues that exist in the area? Yes ☒ No ☐

If yes, please explain:

Of the wells routinely pumped, current perchlorate levels range from non detect to 10.0 ppb and current nitrate levels range from 8.9 to 39.0 ppm (as of March 2015)

What are the existing water levels in the areas that are likely to be affected?

Static Water Levels ranging from 316 bgs to 657 bgs (as of March 2015)

**MATERIAL PHYSICAL INJURY**

Are any of the recapture wells located within Management Zone 1? Yes ☐ No ☒

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes ☐ No ☒

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

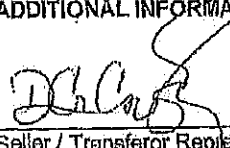
N/A

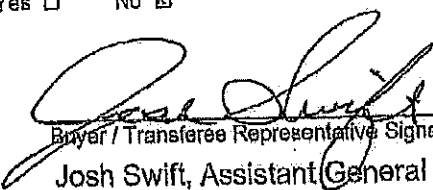
**SAID TRANSFER SHALL BE CONDITIONED UPON:**

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

**ADDITIONAL INFORMATION ATTACHED**

Yes ☐ No ☒

  
\_\_\_\_\_  
Seller / Transferor Representative Signature  
Dave Crosley, Water and Environmental Manager  
\_\_\_\_\_  
Seller / Transferor Representative Name (Printed)

  
\_\_\_\_\_  
Buyer / Transferee Representative Signature  
Josh Swift, Assistant General Manager  
\_\_\_\_\_  
Buyer / Transferee Representative Name (Printed)

**TO BE COMPLETED BY WATERMASTER STAFF:**

DATE OF WATERMASTER NOTICE: \_\_\_\_\_

DATE OF APPROVAL FROM APPROPRIATIVE POOL: \_\_\_\_\_

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: \_\_\_\_\_

DATE OF APPROVAL FROM AGRICULTURAL POOL: \_\_\_\_\_

HEARING DATE, IF ANY: \_\_\_\_\_

DATE OF ADVISORY COMMITTEE APPROVAL: \_\_\_\_\_

DATE OF BOARD APPROVAL: \_\_\_\_\_



WATER TRANSFER INFORMATION NEEDED  
FOR THE WATER ACTIVITY REPORTS AND  
THE ASSESSMENT PACKAGE

FISCAL YEAR 20<sub>14</sub> - 20<sub>15</sub>

DATE REQUESTED: June 16, 2015

AMOUNT REQUESTED: 6,500.00 Acre-Feet

SALES PRICE: \$ 515.63 / Acre-Foot  
(Needed for Assessment Package)

IF 85/15 RULE APPLIES, 15% GOES TO:

Seller ☐ Buyer ☒ N/A ☐

TRANSFER FROM (SELLER / TRANSFEROR):

City of Chino

Name of Party

TRANSFER TO (BUYER / TRANSFEREE):

Fontana Water Company

Name of Party

I declare under penalty of perjury that the date, quantity, \$/AF, and party to receive the 15% credit in the Assessment Package entered above is accurate, and if asked to do so, my city/agency/company would provide copies of documentation to validate the transaction.

[Signature]  
Seller / Transferor Representative Signature

Dave Crosley, Water and Environmental Manager

Seller / Transferor Representative Name (Printed)

[Signature]  
Buyer / Transferee Representative Signature

Josh Swift, Assistant General Manager

Buyer / Transferee Representative Name (Printed)

THIS PAGE IS TO BE KEPT CONFIDENTIAL UNTIL  
THE FISCAL YEAR IS OVER AND THE  
WATER ACTIVITY REPORTS ARE CREATED.

**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, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On August 11, 2015 I served the following:

- **CITY OF CHINO'S SUPPLEMENT TO STATUS REPORT ON WATERMASTER'S SAFE YIELD REDETERMINATION AND RESET**
- **DECLARATION OF DAVID G. CROSLY TO SUPPLEMENT THE WATERMASTER STATUS REPORT**

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

**See attached service list: Mailing List 1**

/ / BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ / BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

/ X / BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 11, 2015 in Rancho Cucamonga, California.

  
By: Janine Wilson  
Chino Basin Watermaster

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AUTO CLUB SPEEDWAY  
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FONTANA, CA 92335

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405 N. INDIAN HILL BLVD  
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IEUA  
3674 WHIRLAWAY LANE  
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MIRA LOMA, CA 91752

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COUNCIL MEMBER, CITY OF ONTARIO  
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ONTARIO, CA 91764

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SANTA ANA RIVER WATER COMPANY  
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LONG BEACH, CA 90801-1440

GLEN DURRINGTON  
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CHINO, CA 91710

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2720 SPRINGFIELD ST,  
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