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Jurupa Community Services District

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF SAN BERNARDINO**

9 CHINO BASIN MUNICIPAL WATER DISTRICT,

Case No. RCVRS 510510

10 Plaintiff,

**REPLY IN SUPPORT OF MOTION TO
APPROVE AMENDMENTS TO
APPROPRIATIVE POOL POOLING
PLAN AND COURT-APPROVED
MANAGEMENT AGREEMENTS**

11 vs.

12 CITY OF CHINO, et al.,

13 Defendants

14 Date: March 15, 2019
15 Time: 1:30 p.m.
16 Dept.: S-35

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**REPLY IN SUPPORT OF THE MOTION TO APPROVE
AMENDMENTS TO APPROPRIATIVE POOL POOLING PLAN AND CAMA**

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 Jurupa Community Services District, Cucamonga Valley Water District, City of Pomona,
3 Monte Vista Water District, and City of Chino respectfully submit this Reply in response to the
4 Chino Basin Overlying (Agricultural) Pool Committee’s (“**Ag Pool**”) Opposition and in further
5 support of the Motion to Approve Amendments to the Appropriative Pooling Plan and Court-
6 Approved Management Agreements (“**Settling Parties’ Motion**”) filed by Cucamonga Valley
7 Water District, Monte Vista Water District, City of Pomona, City of Chino, City of Ontario, and
8 Jurupa Community Services District (“**Settling Parties**”).

9 **I. DISCUSSION**

10 The Ag Pool’s Opposition to the Settling Parties’ Motion is contradicted by its support
11 for Watermaster’s pending Motion Regarding Amendments to Restated Judgment, Peace
12 Agreement, Peace II Agreement, and Re-Operation Schedule (“**Watermaster’s Motion**”).
13 Watermaster’s Motion asks the Court to approve the same amendments to the Appropriative
14 Pooling Plan and Court-Approved Management Agreements that are the subject of the Settling
15 Parties’ Motion (“**Proposed Amendments**”). As Watermaster’s counsel advised this Court on
16 February 1, 2019, the only difference between the two motions, with respect to the Proposed
17 Amendments, is Watermaster’s request that the Court also reiterate a portion of its April 28,
18 2017 Order (“**2017 Order**”) to provide assurance that the Safe Yield reset process will be
19 pursuant to the process described therein.

20 Watermaster’s request for such relief is unnecessary, as the same relief will result from
21 the Court granting the Settling Parties’ Motion. As provided in the Settlement Agreement, upon
22 the Court’s approval of the Proposed Amendments, the Appellants will dismiss their Appeal and
23 withdraw their Motion to Confirm Stay, at which point there will be no question about the status
24 of the 2017 Order, i.e., it will be unequivocally effective, and the time for any further challenges
25 will have run. Accordingly, granting the Settling Parties’ Motion will result in the same outcome
26 requested in Watermaster’s Motion: approval of the Proposed Amendments and the Court’s 2017
27 Order will be in effect (including pages 15-18 thereof, as requested by Watermaster).

1 Contrary to Ag Pool’s argument in Opposition to the Settling Parties’ Motion, the
2 Proposed Amendments do not prevent or obstruct Watermaster’s implementation of the Chino
3 Basin’s Safe Yield reset in compliance with the 2017 Order. As Watermaster acknowledges in
4 support of its Motion, the Settling Parties’ Proposed Amendments “do not request modifications
5 to the Court’s April 28, 2017 Order,” and instead “comprehensively resolve their dispute and
6 provide for the dismissal of the Appeal.” (Watermaster’s Memorandum of Points and
7 Authorities, dated January 15, 2019, at p. 2:23-27.)

8 The Settlement Agreement entered among the Settling Parties provides: “Promptly after
9 trial court approval of the [Proposed Amendments], the Appellants will dismiss the appeal and
10 withdraw the motion to confirm the stay” of the 2017 Order. (Declaration of Shawnda M. Grady,
11 dated March 7, 2019, Ex. A at p. 2, ¶3.) Watermaster and the Ag Pool are simply asking the
12 Court to reiterate, among other things, the “safe yield reset methodology” (2017 Order, pp. 15-
13 18), which was approved by the Court in its 2017 Order. An order issued by this Court carries
14 the same weight, whether stated once or twice.

15 To the extent the Ag Pool’s Opposition to the Settling Parties’ Motion may be perceived
16 as opposition to the Proposed Amendments, such opposition would be unreasonable in light of
17 the Ag Pool’s support of the Watermaster’s Motion, which seeks approval of the same
18 amendments. The Settling Parties sought the Ag Pool’s approval of the Proposed Amendments
19 because Section 10.14(b) of the Peace Agreement requires “the express written approval of each
20 Party to this Agreement” to any amendments. However, section 10.14(b) further provides that
21 “upon request, no such approval shall be unreasonably withheld.” (Emphasis added).

22 The Ag Pool is not a party to the appeal and not directly affected by the Proposed
23 Amendments, but nonetheless sought to impose additional terms to the Settlement Agreement
24 entered among the Settling Parties. The Settling Parties conferred with the Ag Pool directly and
25 through its counsel in response to Ag Pool’s demands, and explained to the Ag Pool that its
26 requested modifications to the Proposed Amendments were unnecessary. After the Settling
27 Parties declined to incorporate Ag Pool’s requested language in the Settlement Agreement, the
28

1 Ag Pool elected to withhold support for the Proposed Amendments and then filed its Opposition
2 to the Settling Parties' Motion. (See Declaration of Sarah C. Foley, dated January 15, 2019, Ex. I
3 at P33-P34.) The Ag Pool's support for Watermaster's Motion, which seeks approval of the same
4 Proposed Amendments, demonstrates the Ag Pool's Opposition to the Settling Parties' Motion is
5 unjustified, and therefore should be construed as consent to the CAMA Agreement and
6 Amendments.

7 **II. CONCLUSION**

8 The Settling Parties' and Watermaster's Motions ultimately seek the same relief,
9 differing only in the Watermaster's additional request for the Court to reiterate a portion of its
10 2017 Order. As neither the Settling Parties' nor Watermaster's Motions amend the 2017 Order,
11 there will be no question regarding its effectiveness following this Court's approval of the
12 Settling Parties' Motion and dismissal of the Appeal. The undersigned therefore respectfully
13 request that the Court deny the Ag Pool's Opposition to the Settling Parties Motion and grant the
14 Settling Parties' and Watermaster's Motions by issuing the Settling Parties' proposed Order.
15 Approval of both the Settling Parties' and Watermaster's proposed orders is unnecessary and
16 redundant, and likely to lead to confusion in the future.

17
18 Dated: March 7, 2019

ELLISON SCHNIEDER HARRIS & DONLAN LLP

19
20 By: Robert E. Donlan
21 Robert E. Donlan
22 Shawnda M. Grady
23 Attorneys for Defendant and Appellee Jurupa
24 Community Services District
25
26
27
28

1 Dated: March 7, 2019

BEST BEST & KRIEGER LLP

2
3 By: s/

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5 GENE TANAKA
6 STEVE ANDERSON
7 SARAH CHRISTOPHER FOLEY
8 Attorneys for Defendant and Appellant
9 Cucamonga Valley Water District

10 Dated: March 7, 2019

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11 By: s/

12 _____
13 THOMAS S. BUNN III
14 Attorneys for Defendant and Appellant
15 City of Pomona

16 Dated: March 7, 2019

KIDMAN GAGEN LAW LLP

17 By: s/

18 _____
19 ARTHUR G. KIDMAN
20 ANDREW B. GAGEN
21 Attorneys for Defendant and Appellant
22 Monte Vista Water District

23 Dated: March 7, 2019

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24 By: s/

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28 City of Chino

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7 [Other Attorneys on Next Page]

8 **IN THE SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SAN BERNARDINO**

10 CHINO BASIN MUNICIPAL
WATER DISTRICT

11 Plaintiff

12 v.

13 CITY OF CHINO, et al.,

14 Defendants.

CASE NO. RCV 51010

[Assigned for all purposes to the Honorable Stanford
E. Reichert]

Case No. RCVRS 510510

**DECLARATION OF SHAWNDA M. GRADY IN
SUPPORT OF REPLY IN SUPPORT OF
MOTION TO APPROVE AMENDMENTS TO
APPROPRIATIVE POOL POOLING PLAN
AND COURT-APPROVED MANAGEMENT
AGREEMENTS**

[Filed concurrently with Reply]

Date: March 15, 2019

Time: 1:30 p.m.

Dept.: S-35

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26 Attorneys for Defendant and Appellee City of Chino
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EXHIBIT A

Agreement Settling Appeal

This Agreement, dated December 28, 2018, is between Cucamonga Valley Water District (“Cucamonga”), Monte Vista Water District (“Monte Vista”), and the City of Pomona (“Pomona”) (collectively “Appellants”); and Jurupa Community Services District (“Jurupa”), the City of Chino (“Chino”) and the City of Ontario (“Ontario”).

Recitals

- A. The Parties are all parties in the Chino Basin groundwater adjudication pending in San Bernardino Superior Court, and currently identified as *Chino Basin Municipal Water District v. City of Chino, et al.*, Case No. RCV 51010. A Judgment was entered in the adjudication in 1978, which determined water rights and set forth a physical solution for management of the basin and appointed a Watermaster to administer and enforce the provisions of the Judgment. The Court retained jurisdiction to interpret, enforce, or modify the Judgment. Pursuant to its retained jurisdiction, the Court has approved various agreements for management of the basin. Among these agreements are the Peace Agreement, dated June 29, 2000, and the Peace II Agreement, dated October 25, 2007.
- B. In 2015, the Watermaster filed a motion to amend the Judgment to reset the Safe Yield of the basin to 135,000 acre-feet per year, and to approve the 2015 Safe Yield Reset Agreement among some but not all of the parties to the Judgment. Jurupa and Chino opposed the motion and asked the Court to confirm the priority of land use conversion claims.
- C. On April 28, 2017, the Court issued an order granting the motion in part and denying it in part (the “2017 Order”). The Court granted the motion to amend the Judgment, and recalculated the Safe Yield at 135,000 acre-feet per year. However, the Court denied approval of the 2015 Safe Yield Reset Agreement. The Court made related orders concerning priorities of rights to use unproduced Agricultural Pool water and regarding the relationship among desalter replenishment, desalter production, and desalter-induced recharge.
- D. Cucamonga, Monte Vista and Pomona appealed the 2017 Order. Jurupa, Chino, and Ontario are Respondents in the appeal. The appeal is pending before the Court of Appeal, Fifth District, Case No. E068640. The Court of Appeal has stayed the appeal to allow for settlement discussions.
- E. Appellants also filed a motion with the Superior Court to confirm the stay of the 2017 Order pending appeal. The court and Appellants may set a hearing date on this motion during the hearing on the Parties’ Motion to Approve Amendments to the AP Pooling Plan and CAMA (“Motion”), which is currently scheduled for March 15, 2019.
- F. By order issued November 6, 2018, the Court of Appeal temporarily remanded the case “to the superior court for the limited purpose of, and for the limited time necessary for, the consideration of and decision of the parties’ motion to approve the ‘2018 Amendments’ to the ‘Restated Judgment’ and ‘Court Approved Management Agreements,’ to which amendments the parties have agreed as a result of the settlement negotiations ongoing since the filing of the appeal.”

G. The Parties engaged in extensive settlement discussions that culminated in a compromise which, if approved by the trial court, will enable Appellants to dismiss the appeal.

Agreements

1 Appropriative Pool Pooling Plan and CAMA Amendments. The Parties agree to the amendments to the Appropriative Pool Pooling Plan, the Peace Agreement, and the Peace II Agreement, as set forth in Exhibit A (the “Appropriative Pool Pooling Plan and CAMA Amendments”), and to request that Watermaster, through the required pool process, make appropriate conforming amendments to the Watermaster Rules and Regulations. The Parties further agree to present the Appropriative Pool Pooling Plan and CAMA Amendments through a Watermaster process and for trial court approval, and to seek support as follows:

- (i) Signed agreement from all members of the Appropriative Pool;
- (ii) Signed agreement from the Ag and Non-Ag Pools;
- (iii) Review and consent by the Advisory Committee; and
- (iv) Watermaster consent and support of the Appropriative Pool Pooling Plan and CAMA Amendments by means of Resolution of Watermaster Board.

However, if the Parties are unable to get any of the agreements or consent listed above, the Parties will nevertheless file the motion for trial court approval of the Appropriative Pool Pooling Plan and CAMA Amendments, and failure to obtain any of the agreements or consent listed above shall not invalidate any other term or obligation under this Agreement.

2 Conditions to the Agreement. This Agreement is conditioned on the trial court approving the Appropriative Pool Pooling Plan and CAMA Amendments. If approval is denied, this Agreement shall be of no further force or effect, and the Appellants may prosecute the appeal.

3 Dismissal of Appeal and Motion to Stay. Promptly after trial court approval of the Appropriative Pool Pooling Plan and CAMA Amendments, the Appellants will dismiss the appeal and withdraw the motion to confirm the stay.

4 General Terms

4.1 Definitions. Capitalized terms in this Agreement, which are defined in the Judgment, the Peace Agreement, or the Peace II Agreement, have the same definitions in this Agreement.

4.2 Effect on Prior Agreements. This Agreement supersedes the Chino Basin Safe Yield Reset and Accounting Compromise Term Sheet dated January 11, 2018.

4.3 Interpretation. Nothing in this Agreement constitutes an admission of liability by any Party to this Agreement. Nothing in this Agreement is intended, nor shall it be interpreted, to amend paragraph 15 of the Judgment.

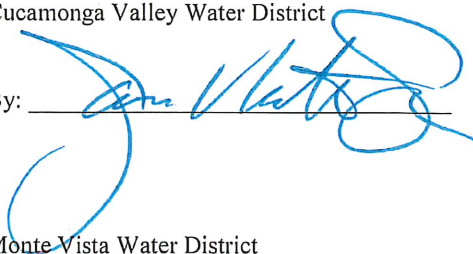
4.4 Non-Severability. Each of the provisions of this Agreement is integrated with and integral to the whole and shall not be severable from the remainder of this Agreement.

- 4.5 Costs.** Each Party shall bear its own cost, expenses, and attorneys' fees arising out of or in connection with the subject matter of this Agreement.
- 4.6 Waiver of Breach.** Any waiver of any breach of this Agreement is not a waiver of any other breach of the same or any other provision of this Agreement, and shall not preclude the enforcement of any provision of this Agreement.
- 4.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together shall constitute a single, enforceable instrument. Facsimile copies or PDF copies sent by email of this Agreement and any signatures thereon shall be considered for all purposes as originals.
- 4.8 Choice of Law.** This Agreement shall be construed and enforced pursuant to the laws of the State of California.
- 4.9 Awareness of Contents/Legal Effect.** The parties have read this Agreement and consulted with their respective counsel regarding the meaning of its terms and conditions. The Parties fully understand the content and effect of this Agreement and approve and accept its terms and conditions, are freely and voluntarily executing this Agreement.
- 4.10 Authority to Enter Agreement.** Each Party represents and warrants that it is authorized to enter this Agreement and that the representative that signs this Agreement on its behalf has been duly authorized to do so.
- 4.11 Notice.** Any notice required under this Agreement shall be provided in writing to counsel of record for each of the parties.
- 4.12 Amendments.** Any amendments to this Agreement must be in writing, signed by a duly authorized representative of each Party to this Agreement, and must expressly state the mutual intent of the Parties to amend this Agreement.

Date:

Cucamonga Valley Water District

By: _____



Date:

Monte Vista Water District

By: _____

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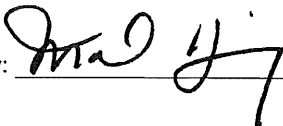
Date:

Cucamonga Valley Water District

By: _____

Date: 1/2/2019

Monte Vista Water District

By:  _____

Date: 1-14-19

City of Pomona

By: *Linda Young*

Date:

Jurupa Community Services District

By: _____

Date:

City of Chino

By: _____

Date:

City of Ontario

By: _____

Date:

City of Pomona


By: _____

Date: January 14, 2019

Jurupa Community Services District

ATTEST:



By: 
Jane F. Anderson
Board President

Julie B. Saba

Secretary to the Board of Directors

Date:

City of Chino

By: _____

Date:

City of Ontario

By: _____

Date:

City of Pomona

By: _____

Date:

Jurupa Community Services District

By: _____

Date: 1/24/2019

City of Chino

By: *Guillermo M. Ulloa*

Date:

City of Ontario

By: _____

Date:

City of Pomona

By: _____

Date:

Jurupa Community Services District

By: _____

Date:

City of Chino

By: _____

Date:

City of Ontario

By:  _____

Exhibit A

Proposed Changes to Appropriative Pool Pooling Plan and CAMA

1. Appropriative Pool Pooling Plan. The introductory sentence to Exhibit H, ¶10 of the Judgment is amended to read as follows:

10. Unallocated Safe Yield Water. To the extent that, in any *year* ~~five years~~, any portion of the share of Safe Yield allocated to the Overlying (Agricultural) Pool is not produced, such water shall be available for reallocation to members of the Appropriative Pool, as follows:

2. Early Transfer

A. Section 1.1(o) of the Peace Agreement is amended to read as follows:

(o) “Early Transfer” means the reallocation of Safe Yield not Produced by the Agricultural Pool to the Appropriative Pool on an annual basis *after the allocations in subdivisions (a)(1) and (a)(2) of* ~~rather than according to the five-year increment described in Paragraph 10 of Exhibit “H” of the Judgment;~~

B. Section 5.3(g) of the Peace Agreement is amended to read as follows:

(g) Watermaster shall approve an “Early Transfer” of water to the Appropriative Pool ~~in an amount not less than 32,800 acre-feet per year that is the expected approximate quantity of water not Produced by the Agricultural Pool~~ *on an annual basis* ~~The quantity of water subject to Early Transfer under this paragraph shall be the greater of (i) 32,800 acre feet of (ii) 32,800 acre feet plus the actual quantity of water not Produced by the Agricultural Pool for that Fiscal Year that is remaining after all the land use conversions are satisfied pursuant to 5.3(hi) below.~~

- (i) The Early Transfer water shall be annually allocated among the members of the Appropriative Pool in accordance with their pro-rata share of the initial Safe Yield.
- (ii) The Transfer shall not limit the Production right of the Agricultural Pool under the Judgment to Produce up to 82,800 acre-feet of water in any year or 414,000 acre-feet in any five years as provided in the Judgment.
- (iii) The combined Production of all parties to the Judgment shall not cause a Replenishment assessment on the members of the Agricultural Pool. The Agricultural Pool shall be responsible for any Replenishment obligation created by the Agricultural Pool Producing more than 414,000 acre-feet in any five-year period.
- (iv) The parties to the Judgment and Watermaster shall Produce water in accordance with the Operating Safe Yield and shall procure sufficient quantities of Replenishment Water to satisfy over-Production requirements, whatever they may be, and avoid Material Physical Injury to any party to the Judgment or the Basin;

(v) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool.

3. **Conversion Claims.** Subparagraph (b)(3)(i) of Exhibit H, ¶ 10 of the Judgment is amended to read as follows:

(i) For the term of the Peace Agreement *and any extension thereof*, in any year in which sufficient unallocated Safe Yield from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall allocate to each appropriator with a conversion claim 2.0 acre-feet of unallocated Safe Yield water for each converted acre for which conversion has been approved and recorded by the Watermaster.

4. **Controlled Overdraft.** Pursuant to section 7.2(e)(ii) of the Peace II Agreement, 175,000 acre-feet of controlled overdraft (Re-Operation water) will be allocated to Desalter replenishment over a 17-year period, beginning in 2013-14 and ending in 2029-30, according to the schedule attached as Exhibit A.

5. **New Yield.** Section 7.1 of the Peace II Agreement, entitled “New Yield Attributable to Desalters,” is deleted. It is replaced by new section 6.2(b)(ii) as set forth in section 6 below.

6. **Desalter Replenishment.** Section 6.2(b) of the Peace II Agreement is amended to read as follows:

(b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation as follows.

(i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit “G” paragraph ~~8(e)~~ 5(c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 6.2(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in section 9.2 below. The Special OBMP Assessment will be assessed pro-rata on each member’s share of Safe Yield, followed by

(ii) The members of the Appropriative Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among Appropriative Pool members as follows:

(1) 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool member; and

(2) 15% of the total (1,500 afy) will be allocated according to each land use conversion agency’s percentage of the total land use conversion claims, based on the actual land use conversion allocations of the year.

The annual desalter replenishment obligation contribution of each Appropriative Pool member will be calculated using the following formula:

*Desalter replenishment obligation contribution = (8,500 * % Appropriator's share of total initial 49,834 afy Operating Safe Yield) + (1,500 * % Appropriator's proportional share of that year's total conversion claims)*

A sample calculation of the desalter replenishment obligation contribution for each Appropriative Pool member is shown on Exhibit __ to this Peace II Agreement, as amended.

(iii) (ii)-A Replenishment Assessment against the Appropriative Pool for any remaining Desalter replenishment obligation after applying both 6(b)(i) and 6(b)(ii), allocated pro-rata to each Appropriative Pool member according to the combined total of the member's share of Operating Safe Yield and the member's Adjusted Physical Production, as defined below. pro-rata based on each Producer's combined total share of Operating Safe Yield and the previous year's actual production. Desalter Production is excluded from this calculation. A sample calculation of the allocation of the remaining desalter obligation is shown in Exhibit __ to this Peace II Agreement. However, if there is a material reduction in the net cost of Desalter product water to the purchasers of product water, Watermaster may re-evaluate whether to continue the exclusion of Desalter Production but only after giving due regard to the contractual commitment of the parties.

(iv) Adjusted Physical Production is the Appropriative Pool member's total combined physical production (i.e., all groundwater pumped or produced by the Appropriative Pool member's groundwater wells in the Chino Basin, including water transferred from the Non-Agricultural Pool under Exhibit G, ¶9 of the Judgment), with the following adjustments:

(1) In the case of assignments among Appropriative Pool members, or between Appropriative Pool members and Non-Agricultural Pool members under Exhibit G, ¶6 of the Judgment, resulting in pumping or production by one party to the Judgment for use by another party to the Judgment, the production for purposes of Adjusted Physical Production shall be assigned to the party making beneficial use of the water, not the actual producer.

(2) Production offset credits pursuant to voluntary agreements under section 5.3(i) of the Peace Agreement are calculated at 50% of the total voluntary agreement credit in the determination of Adjusted Physical Production for an Appropriative Pool member participating in a voluntary agreement for that year. In the determination of Adjusted Physical Production, the voluntary agreement credit is subtracted from physical production. Reduction of the voluntary agreement credit from 100% to 50% is applicable only to the calculation of the Adjusted Physical Production hereunder; but in all other applications, the voluntary agreement credit shall remain unchanged (i.e. remain at 100%).

(3) *Production associated with approved storage and recovery programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical Production, except for in-lieu participation in such programs: in-lieu put quantities shall be added to physical production, and in-lieu take quantities shall be subtracted from physical production.*

(4) *Metered pump-to-waste Production that is determined by Watermaster to be subsequently recharged to the groundwater basin is deducted from physical production; unmetered pump-to-waste production that is determined by Watermaster not to be subsequently recharged to the groundwater basin is added to physical production.*

(5) *The Appropriative Pool may approve, by unanimous vote, the inclusion of other items in the determination of Adjusted Physical Production, with the exception of Non-Agricultural Pool water assigned or transferred under Exhibit G, ¶6 or ¶10 of the Judgment.*

(v) *Any member of the Non-Agricultural Pool that is also a member of the Appropriative Pool may elect to transfer (a) some or all of the annual share of Operating Safe Yield of the transferor in and for the year in which the transfer occurs (except that such transfer shall exclude any dedication to the Watermaster required by section 6.2(b)(1)), and (b) any quantity of water held in storage by the transferor (including without limitation carryover and excess carryover) to any member of the Appropriative Pool, in either case at any price that the transferor and transferee may deem appropriate and for the purpose of satisfying the transferee's desalter replenishment obligation. The transferee's desalter replenishment obligation shall be credited by the number of acre-feet so transferred.*

(vi) ~~(iii)~~ *The quantification of any Party's share of Operating Safe Yield does not include either land use conversions or Early Transfers.*

7. **Allocation of Non-Agricultural Pool OBMP Special Assessment.** The introductory sentence of section 9.2(a) of the Peace II Agreement is amended to read as follows:

a. For a period of ten years from the effective date of the Peace II Measures, any water (or financial equivalent) that may be contributed from the Overlying (Non-Agricultural) Pool in accordance with paragraph ~~8(e)~~-5(c) of Exhibit G to the Judgment (as amended) will be apportioned among the members of the Appropriative Pool in each year as follows:

Attachment: Peace Agreement, Section 7.2 (e)(ii)
 Schedule for Use of Re-Operation Water**, and
 Calculation of Remaining Desalter Replenishment Obligation (DRO)
 Production from 2017-18 through 2029-30 is estimated

Production Year	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Peace I Desalter Production	29,227.997	29,541.300	27,008.810	26,275.588	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000
Peace II Desalter Production	14.555	448.690	1,154.052	1,527.215	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000
Appropriative Pool DRO Contribution	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)
Re-Operation Water**	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)
Non-Agricultural Pool Assessment	0.000	0.000	0.000	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)
Remaining DRO	6,742.552	7,489.990	5,662.862	4,567.803	16,765.000	16,765.000	16,765.000	16,765.000	16,765.000

Production Year	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Peace I Desalter Production	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000
Peace II Desalter Production	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000
Appropriative Pool "DRO Contribution	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)
Re-Operation Water**	(12,500.000)	(12,500.000)	(12,500.000)	(5,000.000)	(5,000.000)	(5,000.000)	(5,000.000)	(5,000.000)
Non-Agricultural Pool Assessment	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)
Remaining DRO	16,765.000	16,765.000	16,765.000	24,265.000	24,265.000	24,265.000	24,265.000	24,265.000

Attachment: Peace II Agreement, Section 6.2(b)(ii)
Allocation of Appropriate Pool Desalter Replenishment Obligation (DRO) Contributions (by agency)

Production Year 2013-14 Desalter Replenishment Obligation (DRO) Contribution: 10,000,000 AF

Appropriate Pool Party	Production Year 2013/14 Common Data (Headings from Approved 2014/2015 Assessment Package)			Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions		
	a	b	c = %b	d = (DRO Contrib*.85)*a	e = (DRO Contrib*.15)*c	f = d + e
	Percent of Operating Safe Yield (Column 2A)	Land Use Conversions (Page 12A)*	Percent of Land Use Conversions	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000%	0.000	0.000	0.000
Chino Hills, City of	3.851%	1,133.906	4.334%	327.335	65.013	392.348
Chino, City of	7.357%	7,623.064	29.138%	625.345	437.074	1,062.419
Cucamonga Valley Water District	6.601%	598.364	2.287%	561.085	34.308	595.393
Fontana Union Water Company	11.657%	0.000	0.000%	990.845	0.000	990.845
Fontana Water Company	0.002%	834.000	3.188%	0.170	47.818	47.988
Fontana, City of	0.000%	0.000	0.000%	0.000	0.000	0.000
Golden State Water Company	0.750%	0.000	0.000%	63.750	0.000	63.750
Jurupa Community Services District	3.759%	13,876.196	53.040%	319.515	795.602	1,115.117
Marygold Mutual Water Company	1.195%	0.000	0.000%	101.575	0.000	101.575
Monte Vista Irrigation Company	1.234%	0.000	0.000%	104.890	0.000	104.890
Monte Vista Water District	8.797%	55.075	0.211%	747.745	3.158	750.903
Niagara Bottling, LLC	0.000%	0.000	0.000%	0.000	0.000	0.000
Nicholson Trust	0.007%	0.000	0.000%	0.595	0.000	0.595
Norco, City of	0.368%	0.000	0.000%	31.280	0.000	31.280
Ontario, City of	20.742%	2,041.095	7.802%	1,763.070	117.028	1,880.098
Pomona, City of	20.454%	0.000	0.000%	1,738.590	0.000	1,738.590
San Antonio Water Company	2.748%	0.000	0.000%	233.580	0.000	233.580
San Bernardino, County of (Shooting Park)	0.000%	0.000	0.000%	0.000	0.000	0.000
Santa Ana River Water Company	2.373%	0.000	0.000%	201.705	0.000	201.705
Upland, City of	5.202%	0.000	0.000%	442.170	0.000	442.170
West End Consolidated Water Co	1.728%	0.000	0.000%	146.880	0.000	146.880
West Valley Water District	1.175%	0.000	0.000%	99.875	0.000	99.875
	100.000%	26,161.700	100.000%	8,500.000	1,500.000	10,000.000

Attachment: Peace II Agreement, Section 6.2 (b)(iii)
Allocation of Appropriative Pool Remaining Desalter Replenishment Obligation (RDRO)

acre-feet

Production Year 2013-14:	29,227.997
CDA Production - Peace I Allocation	14.555
CDA Production - Peace II Allocation	29,242.552
Total Desalter Replenishment Obligation (Total DRO):	(10,000.000)
Desalter Replenishment Obligation Contribution (DROC)	(12,500.000)
Re-Operation Water	6,742.552
RDRO	6,742.552

Appropriative Pool Party	Operating Safe Yield	Production Year 2013/14 Common Data (From Approved 2014/2015 Assessment Package - Appendix A)						Methodology for Calculation of Adjusted Physical Production (APP) APP = [b+(c*50%)+d+e+f]	Methodology for Calculation of "RDRO"
		a	b	c	d	e	f		
Assessment Package Page 2A: Column 2D	Physical Production	Voluntary Agreements (w/Ag)	Assignments (w/Non-Ag)	Storage and Recovery Programs	Other Adjustments			Individual Party RDRO = ((a+APP)/(Total a + Total APP)) * RDRO	
Arrowhead Mtn Spring Water Co	0.000	379.111	0.000	0.000	0.000	0.000	379.111	15.905	
Chino Hills, City of	2,111.422	2,150.925	(286.221)	0.000	0.000	5,359.300	7,367.115	397.669	
Chino, City of	4,033.857	6,725.430	(6,686.440)	(104.278)	0.000	65.288	3,277.932	306.764	
Cucamonga Valley Water District	3,619.454	16,121.550	0.000	0.000	0.000	0.000	16,121.550	828.227	
Fontana Union Water Company	6,391.736	0.000	0.000	0.000	0.000	0.000	0.000	268.163	
Fontana Water Company	1.000	15,377.579	0.000	0.000	0.000	0.000	15,377.579	645.203	
Fontana, City of	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Golden State Water Company	411.476	736.362	0.000	0.000	0.000	0.000	736.362	48.157	
Jurupa Community Services District	2,061.118	18,406.630	0.000	(379.499)	0.000	0.000	18,018.347	842.427	
Marygold Mutual Water Company	655.317	1,314.734	0.000	0.000	0.000	0.000	1,314.734	82.653	
Monte Vista Irrigation Company	676.759	0.000	0.000	0.000	0.000	0.000	0.000	28.393	
Monte Vista Water District	4,823.954	12,521.892	(151.480)	0.000	0.000	(5,371.667)	7,074.485	499.195	
Niagara Bottling, LLC	0.000	1,342.588	0.000	0.000	0.000	0.000	1,342.588	56.328	
Nicholson Trust	4.000	0.000	0.000	0.000	0.000	0.000	0.000	0.168	
Norco, City of	201.545	0.000	0.000	0.000	0.000	0.000	0.000	8.456	
Ontario, City of	11,373.816	21,980.342	(4,428.101)	(1,855.196)	0.000	0.000	17,911.096	1,228.639	
Pomona, City of	11,215.852	12,909.293	0.000	0.000	0.000	0.000	12,909.293	1,012.163	
San Antonio Water Company	1,506.888	1,159.242	0.000	0.000	0.000	0.000	1,159.242	111.857	
San Bernardino, County of (Shooting Park)	0.000	16.390	0.000	0.000	0.000	0.000	16.390	0.688	
Santa Ana River Water Company	1,301.374	0.000	0.000	0.000	0.000	48.515	48.515	56.634	
Upland, City of	2,852.401	2,822.046	0.000	0.000	0.000	0.000	2,822.046	238.070	
West End Consolidated Water Co	947.714	0.000	0.000	0.000	0.000	0.000	0.000	39.761	
West Valley Water District	644.317	0.000	0.000	0.000	0.000	0.000	0.000	27.032	
Total	54,834.000	113,964.114	(11,552.242)	(2,338.973)	0.000	92.652	105,876.384	6,742.552	

CHINO BASIN WATERMASTER

Case No. RCVRS 51010

Chino Basin Municipal Water District v. City of Chino, et al.

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 March 7, 2019 served the following:

1. REPLY IN SUPPORT OF MOTION TO APPROVE AMENDMENTS TO APPROPRIATIVE POOL POOLING PLAN AND COURT-APPROVED MANAGEMENT AGREEMENTS
2. DECLARATION FO SHAWNDA M. GRADY IN SUPPORT OF REPLY IN IN SUPPORT OF MOTION TO APPROVE AMENDMENTS TO APPROPRIATIVE POOL POOLING PLAN AND COURT-APPROVED MANAGEMENT AGREEMENTS

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.

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 March 7, 2019 in Rancho Cucamonga, California.



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