

FEE EXEMPT

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13 **CHINO BASIN WATERMASTER**

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF SAN BERNARDINO

16 CHINO BASIN MUNICIPAL WATER  
17 DISTRICT,

18 Plaintiff,

19 v.

20 CITY OF CHINO, ET AL.,

21 Defendants.

**Case No. RCV RS 51010**

[Assigned for All Purposes to the  
Honorable Stanford E. Reichert, Dept. S35]

**CHINO BASIN WATERMASTER NOTICE  
OF MOTION AND MOTION REGARDING  
IMPLEMENTATION OF THE LOCAL  
STORAGE LIMITATION SOLUTION**

Date: June 25, 2021  
Time: 1:30 p.m.  
Dept: S35

[Filed concurrently herewith: Declaration of  
Bradley J. Herrema; [Proposed] Order]

BROWNSTEIN HYATT FARBER SCHRECK, LLP  
1021 Anacapa Street, 2nd Floor  
Santa Barbara, CA 93101-2711

1           **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2           PLEASE TAKE NOTICE THAT, on June 25, 2021 at 1:30 p.m. in Department S35 of the  
3 above-entitled court located at 247 West Third Street, San Bernardino, California 92415-0210,  
4 the Chino Basin Watermaster (“Watermaster”) will move this Court under its continuing  
5 jurisdiction to: (i) establish the terms and conditions applicable to the storage of water in the  
6 Basin not previously addressed by the Peace Agreement and the Peace II Agreement (together the  
7 “Peace Agreements” in excess of 500,000 AF and (ii) more specifically to order that Watermaster  
8 implement the Local Storage Limitation Solution (“LSLS”) by managing all quantities of water  
9 held in storage in amounts from 500,001 AF up to a maximum of 700,000 AF until June 30,  
10 2030, and thereafter a maximum of 620,000 AF until June 30, 2035, consistent with all provisions  
11 of the Peace Agreements applicable to the Local Storage of water within the Basin, without  
12 limitation.

13           Watermaster will also ask that the Court order Watermaster to (1) conform the  
14 Watermaster Rules and Regulations consistent with the implementation of the LSLS, subject to  
15 Court approval, and (2) to implement the Optimum Basin Management Program (“OBMP”) in  
16 conformance with the LSLS implementation, the IEUA Addendum dated March 17, 2021, and  
17 the Court’s orders dated April 28, 2017, March 15, 2019, and July 31, 2020 establishing the Safe  
18 Yield Reset process.

19           These requests are made with the understanding that all of the Parties’ rights and  
20 remedies, whatever they may be, are expressly reserved, preserved and protected and made  
21 applicable to the quantities of stored water greater than 500,001 AF, and that the Court will  
22 reserve jurisdiction to consider future proposals of Watermaster or the Parties with respect to  
23 local storage management.

24           This motion is made pursuant to Watermaster’s obligations to optimally manage the  
25 Chino Groundwater Basin (“Basin”), in accordance with Restated Judgment Paragraph 41, to  
26 establish uniform rules and processes in furtherance of Restated Judgment Paragraphs 11, 12 and  
27 14, and pursuant to the Court’s continuing jurisdiction under Restated Judgment Paragraph 15 to  
28 review and act upon a recommendation by Watermaster.

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This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Bradley J. Herrema, concurrently filed herewith, all documents on file herein, and such oral and documentary evidence as may be presented at the time of the hearing on this matter.

Consistent with this Court’s April 20, 2021 order, Watermaster has served Notice of this Motion on the Parties to this action on May 27, 2021 (Declaration of Bradley J. Herrema at ¶ 14), 29 days prior to the June 25, 2021 hearing date, and will file this Motion with the Court by May 28, 2021.

Dated: May 27, 2021

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: 

SCOTT S. SLATER  
BRADLEY J. HERREMA  
KIMBERLY E. LEEFATT  
Attorneys for  
CHINO BASIN WATERMASTER

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Consistent with its role in the management of the storage space within the Chino Basin, the Chino Basin Watermaster (“Watermaster”) hereby requests that this Court order Watermaster to implement the Local Storage Limitation Solution (“LSLS”) for the purpose of establishing clear rules under which the storage capacity of Basin may be used to store quantities of water in excess of 500,000 AF. The Peace Agreements and the OBMP Implementation Plan previously established rules and procedures for stored water up to a maximum of 500,000 AF. However, while the Peace Agreements and the OBMP Implementation Plan do not preclude storage of quantities in excess of 500,000 AF, there are no express directives for how the additional storage capacity should be made available, prioritized, and conditioned. Moreover, there was no technical analysis as to whether the additional storage could be accommodated without significant adverse impacts.

Watermaster and the parties to the Judgment have now vastly exceeded initial expectations for storing water in the Basin, which today comprises roughly 588,000 AF. The amount between 500,000-588,000 was authorized temporarily in June of 2017 until June 30, 2021 under Addendum No. 1 to the PEIR for the purpose of reducing the risk of harm while enabling further storage management measures to be properly evaluated. However, no new terms and conditions have been agreed upon by the parties to the Peace Agreements as of the date of this filing or previously recommended by Watermaster. Consequently, Watermaster requests the Court issue the Proposed Order attached hereto for the purpose of providing clear direction to Watermaster for the management of all quantities of water held in storage in amounts from 500,001 AF up to a maximum of 700,000 AF until June 30, 2030, and thereafter a maximum of 620,000 AF until June 30, 2035 on the same terms and conditions applicable to the Local Storage of water under the Peace Agreement, without limitation. This recommendation is intended to supplement rather than modify and amend the Peace Agreements and the OBMP Implementation Plan and thus, the consent of all signatories to the Peace Agreements is not required.

Watermaster further requests that the Court order Watermaster to conform the

1 Watermaster’s Rules and Regulations consistent with such implementation of the LSLs, subject  
2 to Court approval, and that Watermaster implement the Optimum Basin Management Program  
3 (“OBMP”) in conformance with LSLs implementation, the Inland Empire Utilities Authority’s  
4 (“IEUA”) Addendum No. 2 to the Optimum Basin Management Program (“Addendum No. 2”)   
5 dated March 17, 2021, and the Court’s orders dated April 28, 2017, March 15, 2019, and July 31,  
6 2020 establishing a Safe Yield Reset process.

7 Importantly, IEUA completed environmental review of the LSLs and adopted Addendum  
8 No. 2 on March 17, 2021 to the PEIR to the OBMP, which concluded there were no significant  
9 unavoidable adverse impacts attributable to the LSLs. No objections were lodged against IEUA’s  
10 adoption of Addendum No. 2. While the signatories to the Peace Agreement have not yet  
11 unanimously consented to any specific set of amendments to the Peace Agreements that would  
12 implement the LSLs neither they nor Watermaster are precluded from proposing modifications in  
13 the future under the Proposed Order.

14 Accordingly, on March 27, 2021 the Watermaster Board adopted Resolution No. 2021-03,  
15 directing a motion to this Court for an order to implement the LSLs in accordance therewith.  
16 Watermaster is not aware that any Party objects to the implementation of the LSLs in the manner  
17 described. (Declaration of Bradley J. Herrema (“Herrema Decl.”) at ¶ 13.)

18 **II. BACKGROUND**

19 **A. Regulation of Basin Storage**

20 Pursuant to the Restated Judgment, Watermaster administers and oversees the  
21 implementation of the Restated Judgment. (Restated Judgment, ¶ 16.) The Restated Judgment  
22 grants Watermaster discretionary powers, with the advice of the Pool Committees and the  
23 Advisory Committee, to prepare an OBMP to maximize the beneficial use of the resources of the  
24 Chino Basin. (Restated Judgment, ¶ 41.) The goals and objectives of the OBMP were initially  
25 developed and reduced to writing by the Parties in 1999. In 2000, the Parties executed the Peace  
26 Agreement, a contract among the Parties that enabled the development of the OBMP  
27 Implementation Plan. The document establishes a roadmap, complete with the time frames for  
28 Watermaster to implement tasks and projects in accordance with the Peace Agreement.

1 Storage of any water in the aquifer storage capacity of the Chino Basin is subject to the  
2 control of Watermaster under the continuing jurisdiction of the Court. (Restated Judgment ¶¶ 11,  
3 12, 14, 15; Exh. G, at ¶ 7, Exh. H, at ¶ 12.) In June of 2000, with the agreement of the Parties and  
4 under the direction of the Court’s February 19, 1998 order, the Peace Agreement OBMP  
5 Implementation Plan established a plan for the administration of aquifer storage capacity and for  
6 the management, storage, recovery, and transfer of stored water, reserving discretion as provided  
7 therein. (See Peace Agreement § 5.2.) For the past 20 years, Watermaster has administered  
8 storage in Chino Basin according to the storage management plan described in Program Element  
9 8 of the OBMP Implementation Plan, as directed by the Peace Agreement and as ordered by the  
10 Court.

11 The present OBMP storage management plan consists of the administration of  
12 groundwater production, replenishment, recharge, and storage within the defined Safe Storage  
13 Capacity. As defined in the OBMP Implementation Plan, the Safe Storage Capacity (“SSC”) is  
14 the difference between safe storage and the operational storage requirement (“OSR”). (OBMP  
15 Implementation Plan at p. 38.) The allocation and use of storage space in excess of the SSC  
16 would preemptively require mitigation; that is, mitigation must be defined, and resources  
17 committed to mitigation prior to its allocation and use. (*Id.*) For the purposes of defining the SSC,  
18 the OSR was considered to be the storage or volume in the aquifer capacity of the Chino Basin  
19 that is necessary to maintain the Safe Yield.

20 At the time the OBMP Implementation Plan was drafted, the OSR was estimated in the  
21 development of the OBMP to be about 5.3 million acre-feet (“AF”). This storage value was set as  
22 the estimated storage in the Chino Basin in 1997. The OBMP Implementation Plan defined “Safe  
23 Storage” as an estimate of the maximum amount of storage space in the basin that can be used  
24 and not cause significant water-quality and/or high-groundwater related problems. (OBMP  
25 Implementation Plan at p. 38.) At the time of the OBMP Implementation Plan, Safe Storage  
26 within the Chino Basin was estimated to be about 5.8 million AF. Consequently, the SSC was  
27 defined at 500,000 AF.

28 Environmental impact analysis was undertaken for the entire OBMP Implementation Plan,



1 inclusive of the storage management plan within Program Element 8 under the Final  
2 Programmatic Environmental Impact Report (“PEIR”) certified by IEUA in 2000. By its own  
3 resolution and by order of the Court, Watermaster agreed that any future actions under the OBMP  
4 Implementation Plan would be subject to “CEQA documentation.” (See Peace Agreement,  
5 Attachment “A”, at § 5.) IEUA was designated to be the Lead Agency for the OBMP  
6 Implementation Plan (Peace Agreement § 2.4) as well as by Court Order.

7 Subsequently, IEUA completed further action pertinent to the management of the SSC by  
8 making a “consistency finding” in connection with Watermaster’s approval of the Dry-Year Yield  
9 Agreement with the Metropolitan Water District in 2002.

10 As the Court is aware, in implementing the OBMP the Parties successfully stored more  
11 water in the Chino Basin than was originally contemplated in 2000 when the OBMP was initially  
12 adopted. Again, in 2017 the IEUA Board of Directors prepared Addendum No. 1 to the PEIR  
13 finding that the SSC could be temporarily increased from 500,000 AF to 600,000 AF through  
14 June 30, 2021 without causing Material Physical Injury or the need for advance mitigation of  
15 adverse impacts as otherwise required by the OBMP Implementation Plan. (See Addendum No. 1  
16 to the Optimum Basin Management Program Project at p. 2; Peace Agreement, § 5.2(c)(iii);  
17 OBMP Implementation Plan at p. 43 (Program Element 8 (c)(vii) - (viii)); Pub. Res. Code §  
18 21166; Cal. Code. Regs. tit. 14 § 15162.)

19 **B. The Storage Framework Investigation, 2020 Storage Management Plan, and**  
20 **the Local Storage Limitation Solution**

21 In anticipation of approaching the defined SSC limit, Watermaster initiated a series of  
22 stakeholder discussions beginning in December 2016 with the intention of developing an orderly  
23 process to increase the aquifer capacity available for stored water without the parties incurring an  
24 advance mitigation responsibility. Watermaster’s Engineer, with active stakeholder involvement  
25 and participation over several workshops, developed a framework for the evaluation of the  
26 potential impacts of the storage of water in Chino Basin. The results of this effort have been  
27 documented in a report titled Chino Basin Storage Framework Investigation (“SFI”), finalized in  
28 January 2019. Following the development of the SFI, Watermaster’s Engineer, with input from

1 stakeholders, developed a list of technical issues related to storage management to be considered  
2 in development of a 2020 Storage Management Plan (“2020 SMP”). The identified issues were  
3 compiled in a report titled 2020 SMP White Paper.

4 Building on the SFI and projections of water supply and demand provided by the parties  
5 in 2018, Watermaster held a series of four stakeholder workshops to develop the 2020 SMP, and  
6 address the issues identified in the White Paper. In May 2020, the Watermaster Board approved  
7 the 2020 Storage Management Final Report Sections 2.1-2.6 as the Storage Management Plan<sup>1</sup>,  
8 providing direction as an incremental step towards the preparation of the required documentation  
9 for storage management in a manner that is consistent with Watermaster’s responsibilities under  
10 the Judgment. (Third Supplement to Chino Basin Watermaster Status Report Regarding Update to  
11 the Optimum Basin Management Program, at p. 3.)

12 The Watermaster Board additionally directed staff and counsel to support the parties’  
13 efforts to develop an update to the OBMP Implementation Plan and Peace Agreement  
14 Amendment for Program Elements 8 and 9 (Storage and Storage & Recovery Programs) in a  
15 manner consistent with Watermaster’s responsibilities to manage storage under the Judgment;  
16 with the objective to complete the update effort by July 30, 2020 and report progress to the Board  
17 monthly. (*Id.*) The Watermaster Board directed staff to concurrently complete a plan, with advice  
18 and assistance of the Pool and Advisory Committees, to address the risk of potential quantities of  
19 stored water exceeding the cumulative amount authorized by the Peace Agreement and accounts  
20 for orderly use and distribution of excess quantities in a manner comporting with the directives of  
21 the Judgment. (*Id.*)

22 During its August 2020 meeting, as part of a discussion of the CEQA review of the 2020  
23 OBMP, some members of the Advisory Committee expressed interest in exploring a less robust  
24

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25 <sup>1</sup> The subjects described in 2020 SMP Section 2.1 - 2.6 would require formal documentation to  
26 become operative. This means, that unless otherwise ordered by the Court, amendments to the  
27 Peace Agreement and to the OBMP Implementation Plan would require consideration and  
28 approval by the Parties to the Peace Agreement, the Advisory Committee’s approval of uniform  
rules, and further order of the Court pursuant to its continuing jurisdiction. Additionally,  
Watermaster is required to have received proof of CEQA documentation for actions that  
constitute a “project” under CEQA. (Peace Agreement § 2.1)

1 storage strategy focused principally on storage and recovery for use within the Basin. They  
2 requested that the LSLS (characterized by Watermaster Counsel as “Skinny Storage”) be  
3 considered first before the entire 2020 OBMP and asked for Watermaster to present options for  
4 the same. (Fourth Supplement to Chino Basin Watermaster Status Report Regarding Update to  
5 the Optimum Basin Management Program, at 5.) On September 1, 2020, Watermaster hosted a  
6 workshop to present Watermaster’s preliminary analysis about the feasibility of a LSLS. (*Id.*)

7 At their September 2020 regular meetings, all three Pool Committees unanimously  
8 recommended that Watermaster should proceed with the LSLS first. (*Id.*) At its September  
9 meeting, the Advisory Committee unanimously recommended that the Watermaster Board amend  
10 the contracts with its consultants to perform the necessary work to implement a LSLS first. The  
11 Advisory Committee also unanimously approved a budget amendment to perform the necessary  
12 work to implement a LSLS. (*Id.*) At its September 24, 2020 meeting, the Watermaster Board  
13 approved necessary contract amendments to expand its consultants’ scopes of work to implement  
14 the LSLS first, and adopted the associated budget amendment. (*Id.* at pp. 5-6.)

15 On February 18, 2021, a public briefing open to all stakeholders was presented during the  
16 Advisory Committee meeting regarding the technical analyses supporting the LSLS and a report  
17 of the anticipated environmental impacts. (Fifth Supplement to Chino Basin Watermaster Status  
18 Report Regarding Update to the Optimum Basin Management Program, at p. 3.) Based on the  
19 storing parties’ own water use projections, the LSLS anticipates a need for 700,000 AF of Local  
20 Storage until 2030 and 620,000 AF of Local Storage until 2035. (*Id.*) The LSLS is not expected  
21 to result in adverse impacts to the Basin and would not require mitigation measures beyond those  
22 identified in the 2000 OBMP. (*Id.*) Accordingly, an addendum was recommended as the  
23 appropriate mechanism for fulfilling obligations under CEQA. Addendum No. 2 was considered by  
24 the IEUA Board of Directors during its March 17, 2021 regular meeting, where it was  
25 unanimously approved with direction from the Board to file a Notice of Determination. (*Id.*)

26 In this manner, the CEQA requirements of Peace Agreement paragraphs 2.1-2.4 have been  
27 satisfied for the utilization of up to 700,000 AF of Local Storage until 2030. This is sufficient to  
28 cover all groundwater currently held in storage along with room for an additional 100,000 AF of

1 storage to allow the Parties to rely upon existing facilities to the maximum extent. As the Parties  
2 withdraw groundwater from storage over time, the coverage would be gradually reduced to  
3 620,000 AF until 2035.

4 While Addendum No. 2 was under consideration, the Parties turned their attention to  
5 preparing proposed instructions as to how water in storage in excess of 500,000 AF would be  
6 managed. (Fifth Supplemental Report, at p. 4.) New management directives could come through:  
7 (i) a unanimously supported proposal of the parties to the 2012 Restated Judgment coupled with a  
8 recommendation by Watermaster; (ii) a request to amend the Peace Agreement over the objection  
9 of one or more parties, with Watermaster potentially supporting, or opposing the proposal; or (iii)  
10 an independent Watermaster proposal, supported and/or opposed by respective parties.

11 In pursuit of unanimity, parties to the Peace Agreement proposed offers and counter-  
12 proposals for consideration and they are engaged in active discussions regarding potential  
13 amendments to the Peace Agreement inclusive of instructions that would guide the future  
14 management of storage in amounts in excess of 500,000 AF. (*Id.*) As of this filing, they were  
15 unable to reach a unanimously supported proposal. (Herrema Declaration, at ¶ 4.)

16 **III. THE COURT MAY ORDER THE IMPLEMENTATION OF THE LSLs**

17 **A. Implementation of the LSLs Will Not Harm the Basin**

18 The State of California is in the midst of a severe drought. State Water Project deliveries  
19 have been reduced from 10% to 5% of the contractual entitlements.<sup>2</sup> The Central Valley Project is  
20 unlikely to deliver even that much.<sup>3</sup> Accordingly, continued access to stored water may be  
21 important to the stakeholders in the months and years ahead as the region faces continuing dry  
22 periods. IEUA's completion of environmental review of the LSLs and the adoption of Addendum  
23 No. 2 on March 17, 2021 to the OBMP PEIR concluded there were no significant unavoidable  
24 adverse impacts attributable to the adoption and implementation of the LSLs. The Addendum  
25 concluded that

26 \_\_\_\_\_  
27 <sup>2</sup> DWR Adjusts State Water Project Allocation Following Dry Winter (Mar. 23, 2021)  
<https://water.ca.gov/News/News-Releases/2021/March-21/SWP-Allocation-Update-March-23>  
(last accessed May 24, 2021).

28 <sup>3</sup> United States Bureau of Reclamation March 21, 2021 <https://on.doi.gov/3yARPQI>

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There are no new significant impacts resulting from the modified project and there would not be a substantial increase in the severity of previously identified environmental impacts in the 2000 OBMP PEIR. (Addendum No. 2 at p. 36.)

Because there were no significant impacts identified that were attributable to the modified project, Addendum No. 2 concluded no new CEQA findings were required. (Addendum No. 2 at p. 37.). Finally, the Addendum No. 2 to the PEIR included the required changes or additions necessary to make the adopted environmental document sufficient to satisfy CEQA. (Addendum No. 2 at p. 37.) Consequently, the Court can be confident that the incremental storage measures countenanced by the LSLS will not cause Material Physical Injury. Further the Addendum No. 2 will support further agreements regarding storage within the construct of the LSLS that may be recommended by Watermaster or arrived at among the parties to the Judgment as contemplated by the paragraph 5 of the Proposed Order attached hereto.

**B. Court-Ordered Implementation of the LSLS Does Not Affect the Rights of the Parties to the Peace Agreement**

The Peace Agreements do not address how quantities of stored water in excess of 500,000 acre-feet are to be managed. While the Peace Agreement provisions pertinent to the management and administration of stored water in quantities up to 500,000 AF could be logically applied to amounts in excess of 500,000 AF, there is no requirement that the Parties agree to do so and they have not so expressly recommended this approach by unanimous consent. At the same time, the Peace Agreement does not preclude or preempt the Court’s continuing jurisdiction or Watermaster’s authority to act to address new subject matter not subject to earlier agreements. (Peace Agreement, at § 10.14.) Therefore, the proposed implementation of the LSLS as described herein and in the attached Proposed Order would enable the Parties to continue to negotiate further amendments and Watermaster to entertain new proposals without the pressure of the looming deadline and does not compel them to agree. Thus, the Court can confidently order the implementation of the LSLS as described in the Proposed Order with all rights and remedies of the Parties are preserved. (*Id.* at § 11.1.) The Court’s reserved jurisdiction to consider future proposals of Watermaster or the Parties with regard to storage management would also remain in

1 place.

2 **C. There Have Been No Objections to the Implementation of the LSLs**

3 To provide a failsafe measure to protect and preserve existing and presently projected  
4 additional quantities of water characterized as “local storage” before the rapidly approaching June  
5 30, 2021 deadline, Watermaster staff and counsel prepared Resolution No. 2021-03 for the  
6 Board’s consideration during its May 27, 2021 meeting. (Herrema Decl. at ¶ 6.) Resolution No.  
7 2021-03 provides a basis to protect and preserve stored water in the event the discussions on  
8 potential Peace Agreement amendments were not concluded in a manner reasonably likely to  
9 secure unanimous consent of the Peace Agreement signatories by June 30, 2021. (*Id.* at ¶¶ 6-7.)

10 The potential Resolution No. 2021-03 was discussed during the May 13, 2021 Pool  
11 Committee meetings. (Herrema Decl. at ¶ 8.) The Appropriative Pool Committee took no action  
12 on the proposed resolution. (*Id.* at ¶ 9.) The Overlying (Non- Agricultural) Pool Committee did  
13 not take a position on the proposed resolution and offered advice for Watermaster to proceed with  
14 consideration of “evergreen” local storage agreements to gain administrative efficiency. (*Id.* at ¶  
15 10.) The Overlying (Agricultural) Pool Committee offered no advice on the proposed Board  
16 Resolution; one of the Committee members made the suggestion that Watermaster’s Engineer  
17 should audit all water held in stored water accounts to verify that the water is actually there. (*Id.*  
18 at ¶ 11.)

19 A draft of Resolution No. 2021-03 and a draft copy of the proposed order attached hereto  
20 were shared with the members of the Advisory Committee in advance of its May 20, 2021  
21 meeting. (*Id.* at ¶ 12.) The Advisory Committee considered the Draft Resolution and offered no  
22 advice to the Watermaster Board. (*Id.*)

23 The Watermaster Board considered Resolution No. 2021-03 at its May 27, 2021 regular  
24 meeting. Following public comment raising questions on the quantities of water in storage and  
25 regulation of extractions of stored water in the future, the Board directed staff to prepare  
26 responsive report on these items to the Board at a future meeting. Thereafter, the Watermaster  
27 Board unanimously adopted Resolution No. 2021-03 and directed counsel to file this Motion with  
28 the Court. (*Id.* at ¶ 13.)

1 **IV. CONCLUSION**

2 For all of the reasons discussed above, Watermaster respectfully requests that this Court  
3 find that:

- 4 1. The public interest is benefitted by the beneficial use of the Basin's storage  
5 capacity as described by the LSLS;
- 6 2. No amendments to the Peace Agreements and the OBMP Implementation Plan  
7 were required to store quantities of water in excess of 500,000 AF as provided in  
8 the LSLS;
- 9 3. Addendum No. 2 was adopted by the IEUA and found that there were no  
10 unmitigable significant adverse impacts attributable to the LSLS;
- 11 4. The terms and conditions applicable to Local Storage of water in the Basin as set  
12 forth in the Peace Agreement and the OBMP Implementation Plan provide a  
13 consistent and logical framework for managing quantities of stored water up to the  
14 maximums set forth in the LSLS; and
- 15 5. Although amendments to the Watermaster Rules and Regulations are not generally  
16 subject to Court approval, the parties' collective subject matter interest in storage  
17 warrants an exception requiring Court approval of proposed changes in this  
18 instance.

19 and on these bases order that:

- 20 1. Watermaster manage all quantities of water held in storage in amounts from  
21 500,001 AF up to a maximum of 700,000 AF until June 30, 2030 and thereafter a  
22 maximum of 620,000 until June 30, 2035, consistent with all provisions of the  
23 Peace Agreement and the Peace II Agreement applicable to the Local Storage of  
24 water within the Basin, without limitation, subject to further order of this Court;
- 25 2. Watermaster conform the Watermaster Rules and Regulations consistent with such  
26 implementation of the LSLS, subject to Court approval;
- 27 3. Watermaster implement the OBMP in conformance with such implementation of  
28 the LSLS, the Addendum No. 2 dated March 17, 2021 and the Court's orders dated

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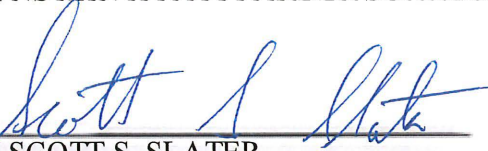
April 28, 2017, March 15, 2019, and July 31, 2020 establishing a Safe Yield Reset process;

4. All of the Parties' rights and remedies, whatever they may be, are expressly reserved, preserved and protected and made applicable to the quantities of stored water greater than 500,001 AF; and
5. The Court reserves jurisdiction to consider future proposals of Watermaster or the Parties with regard to storage management.

Dated: May 27, 2021

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By:



SCOTT S. SLATER  
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CHINO BASIN WATERMASTER



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 May 27, 2021 I served the following:

1. CHINO BASIN WATERMASTER NOTICE OF MOTION AND MOTION REGARDING IMPLEMENTATION OF THE LOCAL STORAGE LIMITATION SOLUTION

/ 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

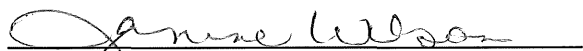
/ \_\_\_ / BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ \_\_\_ / 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 May 27, 2021 in Rancho Cucamonga, California.



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Chino Basin Watermaster

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