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FEE EXEMPT

5 Attorney for APPROPRIATIVE POOL
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
10

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO et al,

16 Defendants,
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20
21

Case No. RCVRS 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

**DECLARATION OF JOHN BOSLER IN
SUPPORT OF OPPOSITION TO
AGRICULTURAL POOL'S MOTION
FOR ATTORNEY'S FEES**

Date: October 8, 2021

Time: 1:30 p.m.

Dept. S-35

22 I, John Bosler, declare as follows:

23 1. I am the General Manager of the Cucamonga Valley Water District (CVWD),
24 which is an Appropriative Pool Committee (AP) member agency. I have served as CVWD's
25 AP representative/alternate representative since January 1, 2013. I also represent CVWD as
26 a member of the Chino Basin Watermaster Advisory Committee. I am the Chair of the AP
27 and have served the AP in that capacity since January 1, 2020. My duties as AP Chair
28 include interactions with AP members, Watermaster staff and Ag Pool leadership.

1 As AP Chair I am involved on a daily basis in representing the AP and have extensive
2 knowledge of financial matters and issues affecting the AP and Agricultural Pool (Ag
3 Pool), including the Ag Pool expenses that were addressed by the May 28, 2021
4 Order On Motion Of Appropriative Pool Member Agencies re: Agricultural
5 Pool Legal Expenses And Other Expenses. I have personal knowledge of the
6 following and would testify if called upon to do so.

7 2. The Ag Pool has relied on the AP to pay all Ag Pool expenses that include: i) legal
8 and technical, ii) member compensation, iii) meeting special compensation, iv) special projects,
9 v) miscellaneous and vi) assessments for the Ag Pool's share of all Watermaster activities
10 and programs. Additionally, the Ag Pool's Motion for Attorney's Fees is seeking
11 reimbursement from the AP for restoration of the Ag Pool's reserve fund.

12 3. The Ag Pool's legal expenses have risen from \$81,518 for Fiscal Year 2012-13 to
13 \$529,009 for Fiscal Year 2019-20. For Fiscal Year 2020-21 the Ag Pool budgeted \$500,000 in
14 addition to \$1.8 million of non-legal expenses paid by the AP, the majority of which was
15 paid by the AP without objection. The Ag Pool has never submitted any
16 supporting invoices to the AP for its attorney's fees, even after the May 28, 2021
17 Order. A chart showing the growth in Ag Pool's legal expenses is attached as Exhibit "A".

18 4. In my role as AP Chair, I and other AP representatives met with the Ag Pool
19 leadership on May 10, 2021, June 8, 2021, June 16, 2021, July 23, 2021 and September
20 15, 2021 for approximately two hours at each meeting to engage in good faith
21 discussions regarding potential terms and conditions of a comprehensive settlement
22 agreement to resolve the Ag Pool expenses dispute. Despite these good faith efforts,
23 AP and Ag Pool representatives have to date not been able to agree on terms and
24 conditions for a settlement agreement.

25 5. The Appropriative Pool and Ag Pool are parties to
26 the June 8, 2017 Ag Pool Contest Tolling Agreement extended by the parties several times
27 and signed each time by AP Chairs. After the Ag Pool filed its first Contest in May 2017
28 challenging AP members' applications for sale or transfer of water, the AP represented AP

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1 members in all communications with the Ag Pool involving the Ag Pool's Contest proceeding,
2 inclusive of the AP entering into the Tolling Agreement between the Ag Pool and AP. The last
3 extension of the Tolling Agreement is attached as Exhibit "B".

4 6. The September 9, 2021 Ag Pool Meeting agenda included a business item for possible
5 action directing Watermaster to immediately withhold the early transfer of water to the AP. The
6 agenda for this meeting is attached as Exhibit "C".

7
8
9 September 24, 2021



John Bosler, Chair
Appropriative Pool Committee

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Exhibit "A"

AG POOL BUDGET FY 2010-2021, SHOWING GROWTH IN LEGAL EXPENSES

	Fiscal Year Ending											
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Acct 8467 - Ag Pool Legal & Technical Services - Actual	\$105,899	\$126,986	\$211,000	\$81,518	\$102,440	\$205,210	\$267,435	\$296,353	\$304,758	\$328,233	\$529,009	\$500,000*
Acct 8411 - Ag Pool Member Compensation*							\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700
Acct 8470 - Ag Pool Mtg Attendance - Special Compensation*							\$22,200	\$22,200	\$22,200	\$22,200	\$22,200	\$22,200
Acct 8471 - Ag Pool Special Projects*			Unavailable				\$65,000	\$0	\$85,000	\$85,000	\$85,000	\$85,000
Acct 8485 - Ag Pool - Misc. Expense - Ag Fund*							\$400	\$400	\$400	\$400	\$400	\$400
Ag Pool Assessments**	\$1,646,092	\$1,573,906	\$1,540,320	\$1,738,339	\$1,391,703	\$1,361,956	\$1,641,104	\$1,469,943	\$1,924,269	\$2,065,305	\$1,633,893	\$1,790,988
Total	\$1,751,991	\$1,700,892	\$1,751,320	\$1,819,857	\$1,494,143	\$1,567,166	\$1,998,839	\$1,791,596	\$2,339,327	\$2,503,838	\$2,273,202	\$2,401,288
* Amended Budget												
** Assessment Package (FYE matching with Assessment Year Ending)												

Ag Pool Annual Legal Expenses

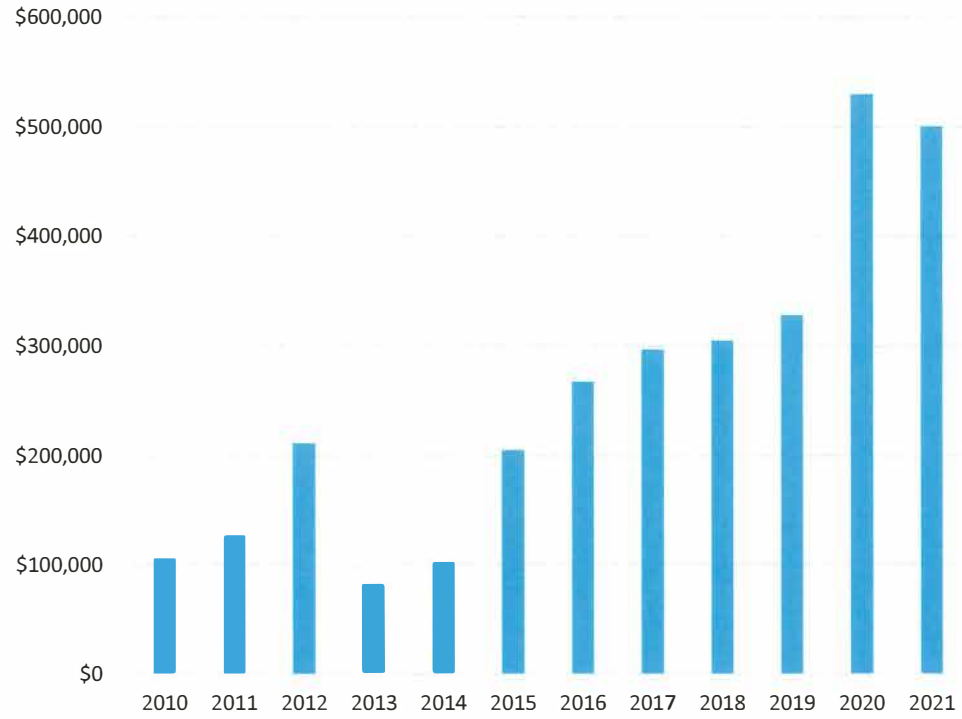


Exhibit “B”

TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is entered into by and between the Overlying (Agricultural) Pool Committee (“Agricultural Pool”) and the Appropriative Pool Committee (“Appropriative Pool”).¹ The entities entering into this Agreement are each an individual “Party” and collectively the “Parties” to this Agreement.

WHEREAS, the Chino Groundwater Basin (“Chino Basin”) has been adjudicated and is managed pursuant to the Chino Basin Judgment (“Judgment”) and Court Approved Management Agreements; and

WHEREAS, the Agricultural Pool consists of the State of California and all overlying producers; and

WHEREAS, the Appropriative Pool consists of owners of appropriative rights in the Chino Basin; and

WHEREAS, on February 3, 2017, the Chino Basin Watermaster (“Watermaster”) noticed an Appropriative Pool Application for Excess Carryover Water Local Storage Agreements (the “February Application”); and

WHEREAS, on May 4, 2017, Watermaster noticed Applications for Sale or Transfer of Water (the “May Applications”); and

WHEREAS, on May 3, 2017, the Agricultural Pool filed a Contest to the February Application; and

WHEREAS, on May 17, 2017, the Agricultural Pool filed a Contest to the May Applications; and

WHEREAS, the Parties entered into a tolling agreement to consolidate and toll the Agricultural Pool’s Contests and to begin an open and transparent storage management planning process (First Tolling Agreement); and

¹ Members of the Appropriative Pool have authorized execution of this Agreement on their behalf acting collectively through the Appropriative Pool pursuant to Committee voting procedures set forth in the Appropriative Pool Committee Pooling Plan (Judgment, Exhibit H). Such authorization does not assign, confer or abrogate the rights or exercise of rights of individual members of the Appropriative Pool.

WHEREAS, on June 8, 2018, Watermaster noticed Applications for Water Transactions (the "June Applications"); and

WHEREAS, the First Tolling Agreement expired on July 1, 2018; and

WHEREAS, beginning in July 2017, an open and transparent storage management planning process was initiated to identify and improve existing storage management practices; and

WHEREAS, on July 12, 2018, the Agricultural Pool filed a Contest to the June Applications; and

WHEREAS, the Parties entered into a second tolling agreement (Second Tolling Agreement) to extend the terms of the First Tolling Agreement; and

WHEREAS, the Second Tolling Agreement expired on January 31, 2019; and

WHEREAS, the Parties entered into a third tolling agreement (Third Tolling Agreement) to extend the terms of the Second Tolling Agreement; and

WHEREAS, the Third Tolling Agreement expires on July 31, 2019; and

WHEREAS, the Parties agree to work together for the benefit of the entire Chino Basin.

NOW, THEREFORE, the Parties agree that it is in the Parties' mutual interest to enter into this Agreement.

1. The "Effective Date" of this Agreement shall be the last date it is executed by a Party.
2. The term of this Agreement shall run from the Effective Date to December 31, 2019, unless otherwise terminated or extended by written agreement by the Parties pursuant to paragraph 13, below.
3. The Appropriative Pool shall hold in reserve 130,000 acre-feet ("A1") of stored that will not be produced for the term of the Agreement, except if in the event that the member of the Appropriative Pool has made a finding pursuant to Water Code section 350 that the ordinary demands and requirements of its customers cannot be satisfied by its other supplies such that, without access to this water, it would have insufficient supplies for human consumption, sanitation, and fire protection. Any challenge to such a determination under Water Code section

350 is not subject to this tolling agreement.

4. For the term of this Agreement, the Agricultural Pool and its members agree to toll the July 12, 2018 Contest, which includes the Agricultural Pool's May 3, 2017 and May 17, 2017 contests, and not to oppose any Appropriative Pool member's applications for storage agreements or transfers of stored water.

5. The Appropriative Pool waives completion of the Contest hearing and related actions within 180 days as otherwise required by Watermaster Regulations section 10.25(g) during the Term of this Agreement. The Parties and Parties members' rights and remedies arising under the Contest are fully reserved and tolled without prejudice during the Term.

6. The Parties agree to continue the open and transparent storage management planning process initiated under the First Tolling Agreement, including additional technical review and study of the effects of the entirety of water held and likely to accumulate in storage accounts.

7. The Appropriative Pool acknowledges that funding has been budgeted for work necessary for the storage management planning process.

8. The Parties shall not introduce amendments to the Rules and Regulations section on Storage (Article VIII Storage) during the term of this Agreement.

9. The signatories to this Agreement are duly authorized to execute and bind on behalf of the Parties.

10. The laws and courts of the State of California shall govern and control the interpretation and enforcement of this Agreement.

11. This Agreement contains all the terms and conditions agreed upon by the Parties relating to the matters covered herein and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and/or communications between the Parties to this Agreement, whether oral or written, respecting the matters covered herein.

12. If any provision of this Agreement is held to be illegal or invalid by any court of competent jurisdiction, then such provision shall be severed and deleted, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.

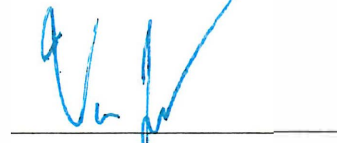
13. No agreement to modify, amend, extend, supersede, terminate or discharge this Agreement, or any portion thereof, is valid or enforceable unless it is in writing and signed by all Parties to this Agreement.

OVERLYING (AGRICULTURAL) POOL
COMMITTEE


Robert Feenstra, Chair

6-13-19
Date

APPROPRIATIVE POOL COMMITTEE


Van Jew, Chair

6/13/19
Date

Exhibit "C"

**CHINO BASIN WATERMASTER
AGRICULTURAL POOL COMMITTEE MEETING**

1:30 p.m. September 9, 2021

Mr. Bob Feenstra, Chair

Mr. Jeff Pierson, Vice-Chair

Meeting Available by Remote Access Only*

Click on this [link](#) to access by PC/Smart Device

OR

Conference Call: (253) 215-8782

Meeting ID: 895 3386 7801

Passcode: 647708

AGENDA

CALL TO ORDER

ROLL CALL

AGENDA - ADDITIONS/REORDER

I. CONSENT CALENDAR

Note: All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by one motion in the form listed below. There will be no separate discussion on these items prior to voting unless any members, staff, or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

A. MINUTES

Approve as presented:

1. Minutes of the Agricultural Pool Committee Meeting held July 8, 2021 (*Page 25*)
2. Minutes of the Agricultural Pool Committee Special Meeting held August 12, 2021 (*Page 31*)

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of June 2021 (*Page 34*)
2. Watermaster VISA Check Detail for the month of June 2021 (*Page 48*)
3. Combining Schedule for the Period July 1, 2020 through June 30, 2021 (*Page 51*)
4. Treasurer's Report of Financial Affairs for the Period June 1, 2021 through June 30, 2021 (*Page 54*)
5. Budget vs. Actual Report for the Period July 1, 2020 through June 30, 2021 (*Page 58*)
6. Cash Disbursements for the month of July 2021 (*Page 91*)
7. Watermaster VISA Check Detail for the month of July 2021 (*Page 105*)
8. Combining Schedule for the Period July 1, 2021 through July 31, 2021 (*Page 108*)
9. Treasurer's Report of Financial Affairs for the Period July 1, 2021 through July 31, 2021 (*Page 111*)
10. Budget vs. Actual Report for the Period July 1, 2021 through July 31, 2021 (*Page 115*)
11. Cash Disbursements for August 2021 (Information Only) (*Page 136*)

C. APPLICATION: WATER TRANSACTION (*Page 149*)

Provide advice and assistance to the Advisory Committee on the proposed transaction:

The purchase of 140 acre-feet of water from City of Upland by Golden State Water Company. This purchase is made from City of Upland's Annual Production Right.

D. APPLICATION: WATER TRANSACTION (Page 157)

Provide advice and assistance to the Advisory Committee on the proposed transaction:
The purchase of 66.4 acre-feet of water from West End Consolidated Water Company by Golden State Water Company. This purchase is made from West End Consolidated Water Company's Annual Production Right. Golden State Water Company is utilizing this transaction to produce its West End Consolidated Water Company shares.

E. APPLICATION: WATER TRANSACTION (Page 165)

Provide advice and assistance to the Advisory Committee on the proposed transaction:
The purchase of 708.3 acre-feet of water from West End Consolidated Water Company by City of Upland. This purchase is made from West End Consolidated Water Company's Excess Carry Over Storage Account. City of Upland is utilizing this transaction to produce its West End Consolidated Water Company shares.

F. OBMP SEMI-ANNUAL STATUS REPORT 2021-1 (Page 173)

Recommend to the Advisory Committee to recommend to the Watermaster Board to adopt the Semi-Annual OBMP Status Report 2021-1, along with filing a copy with the Court, subject to any necessary non-substantive changes.

II. BUSINESS ITEMS

A. WELLHEAD TAX ASSESSMENTS (Page 194)

There is no recommendation by Watermaster staff.

B. CONSIDER DIRECTING WATERMASTER TO IMMEDIATELY WITHHOLD EARLY TRANSFER OF WATER TO APPROPRIATIVE POOL (POSSIBLE ACTION)

C. DISCUSSION OF LAND USE CONVERSIONS

D. OLD BUSINESS

III. REPORTS/UPDATES

A. LEGAL COUNSEL

1. San Bernardino County Superior Court Emergency Order
2. October 8, 2021 Hearing
3. Rules & Regulations Update
4. Evergreen Storage Agreements
5. Kaiser Permanente Lawsuit

B. ENGINEER

1. Model Update and Required Demonstrations Report
2. Schedule: Safe Yield Court Order Implementation
3. Schedule: Ground-Level Monitoring Committee

C. CHIEF FINANCIAL OFFICER

None

D. GENERAL MANAGER

1. Water Activity Reports
2. Storage Management Q&A
3. Other

IV. POOL DISCUSSION

1. Chairman's Update
2. Pool Member Comments

V. OTHER BUSINESS

VI. CONFIDENTIAL SESSION - POSSIBLE ACTION

A Confidential Session may be held during the Pool Committee meeting for the purpose of discussion and possible action.

1. October 8, 2021 Hearing
2. Status of Settlement Discussion with AP

VII. FUTURE MEETINGS AT WATERMASTER*

09/09/21	Thu	9:00 a.m.	Appropriative Pool Committee
09/09/21	Thu	11:00 a.m.	Non-Agricultural Pool Committee
09/09/21	Thu	1:30 p.m.	Agricultural Pool Committee
09/16/21	Thu	9:00 a.m.	Advisory Committee
09/23/21	Thu	11:00 a.m.	Watermaster Board
09/30/21	Thu	9:00 a.m.	Ground-Level Monitoring Committee

* Watermaster meetings are being held remotely at this time. We are continuing to assess pandemic conditions and will hold in-person meetings when practical. Remote access to open portions of the meetings will be provided with each meeting notice. Confidential session numbers will be provided directly to Agricultural Pool Committee Members/Alternates separately.

ADJOURNMENT

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 September 27, 2021 I served the following:

1. DECLARATION OF JOHN BOSLER IN SUPPORT OF OPPOSITION TO AGRICULTURAL POOL'S MOTION FOR ATTORNEY'S FEES

/ 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 September 27, 2021 in Rancho Cucamonga, California.



By: Janine Wilson
Chino Basin Watermaster

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CBWM BOARD MEMBER
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