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JCLAW FIRM
5871 Pine Avenue, Suite 200
Chino, CA 91709
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JEAN CHIGOYENETCHE (State Bar No. 105227)
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*Exempt from Filing fee
Pursuant to Gov. Code § 6103*

Attorneys for INLAND EMPIRE UTILITIES AGENCY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO, RANCHO CUCAMONGA DISTRICT

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

vs.

CITY OF CHINO; et al.,

Defendants.

CASE NO.: RCVRS 51010

*Assigned for All Purposes to Honorable Stanford E.
Reichert*

**DECLARATION OF ELIZABETH HURST IN
SUPPORT OF INLAND EMPIRE UTILITIES
AGENCY'S OPPOSITION TO CITY OF
ONTARIO'S APPLICATION TO EXTEND TIME
TO CHALLENGE WATERMASTER
ASSESSMENT PACKAGE**

DATE: April 8, 2022
TIME: 1:30 p.m.
DEPT: S35

// // //
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// // //

1 DECLARATION OF ELIZABETH HURST

2 I, ELIZABETH HURST, declare as follows:

3 1. I am employed as the Chino Basin Program Manager for the Inland Empire Utilities
4 Agency ("IEUA"). Prior to being named Chino Basin Program Manager, I served as a Senior
5 Environmental Resource Planner at IEUA. I have been employed as a member of the IEUA planning
6 group since 2007. I have personal knowledge of the facts stated in this declaration, except where stated
7 on information and belief, and if called as a witness, I could and would competently testify to them under
8 oath.

9 2. In my role as IEUA's Chino Basin Program Manager, and my prior role as Senior
10 Environmental Resource Planner, I am personally familiar with the 2003 Groundwater Program Storage
11 Funding Agreement between IEUA, Watermaster, Metropolitan Water District ("MWD"), and Three
12 Valleys Municipal Water District ("TVMWD"), more commonly referred to as the Dry Year Yield
13 Program ("DYYP"). I have personal knowledge of the administration of the DYYP and am an active
14 participant therein, on behalf of IEUA.

15 3. Under the DYYP, MWD agreed to provide an investment of over \$27,000,000 to Chino
16 Basin parties for groundwater treatment and well facilities in exchange for the right of MWD to store
17 water within the Basin.

18 4. The DYYP created a storage account in the Chino Basin of up to 100,000 acre-feet, which
19 could be extracted at up to 33,000 acre-feet in a year at MWD's request. The DYYP storage account is
20 effectively "owned" by MWD, as under the original DYYP terms, MWD had exclusive rights to make a
21 call for water stored therein.

22 5. Under the DYYP, years are divided up into "put" years and "call" years. During a "put"
23 year, at MWD's request, up to 25,000 acre-feet of water may be placed into the DYY account. During a
24 "call" year, at MWD's request, up to 33,000 acre-feet of water may be extracted, so long as the amount
25 extracted does not exceed the amount of water stored in the DYY account. The water extracted during a
26 "call" year is used by Chino Basin parties with credits to offset pumping, operations, and maintenance
27 costs, making the costs of this stored water equivalent to a direct MWD Tier 1 purchase.

28 // // //

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1 6. The original DYYP Agreement has been altered since its inception, including a 2015
2 Amendment which increased the baseline purchase from MWD and delivery to the region to 40,000 acre-
3 feet per year.

4 7. In 2017, after several years of drought conditions, MWD had excess State Water Project
5 supply and requested additional water be stored in the DYYP storage account.

6 8. Over the period of June 2017 to June 2018, approximately 41,380 acre-feet of water was
7 recharged into the DYYP storage account. This large increase in stored water in the DYYP account
8 resulted in the DYYP Operating Committee exploring the potential for allowing voluntary withdrawal
9 from the DYYP account. Voluntary withdrawal, if approved, would enable local parties, including the
10 City of Ontario, to make full and efficient use of the water stored in the DYYP account on a voluntary
11 basis, without MWD issuing a call. Voluntary withdrawal from the DYYP account at this time would
12 also function to prevent water being stranded in the Chino Basin, which would result in a substantial cost
13 increase to the local parties.

14 9. During this period, all parties, including IEUA and the City of Ontario, actively engaged
15 in discussions to develop the methodology of the proposed system of voluntary withdrawals from the
16 DYYP account. As the proposed system was deemed not to materially affect the rights of the DYYP
17 parties and local agencies, a letter agreement executed by the DYYP signatories (IEUA, MWD,
18 TVMWD, and Watermaster) incorporating the voluntary withdrawal system was the preferred method of
19 implementing the system.

20 10. On June 26, 2018, as part of the open group discussion on how to best implement the
21 proposed system of voluntary withdrawals from the DYYP account, I, and all other participating Chino
22 Basin entities, received an email from an employee representative of the City of Ontario requesting
23 clarification from IEUA on several aspects of the proposed voluntary withdrawal system. In this email,
24 the City of Ontario asked whether voluntary withdrawals from the DYYP account under the proposed
25 system would be subject to Watermaster assessments as typical production from the Chino Basin, or
26 whether the proposed voluntary withdrawals would be exempt from Watermaster assessment as part of
27 the storage and recovery program. In this email, the City of Ontario also opined that if the voluntary
28 withdrawal system as proposed would materially affect the DYYP program, the proper implementation

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1 mechanism would be a formal amendment to the DYYP program documents. A true and correct copy of
2 the email I received from the City of Ontario on June 26, 2018 is attached hereto as Exhibit "A" and
3 incorporated herein by reference.

4 11. On June 27, 2018, after staff discussion in which I personally participated, IEUA
5 responded to the City of Ontario's questions with an email directed to all Chino Basin entities
6 participating in the group discussions. In this email, IEUA provided that as part of the DYYP, the
7 proposed voluntary withdrawals from the MWD account would not be subject to typical Watermaster
8 assessments as DYYP water is categorized as a storage and recovery program. IEUA's responsive email
9 also provided that the proposed voluntary withdrawal system is completely voluntary, and as such, would
10 not materially affect any party's rights under the DYYP. A true and correct copy of the IEUA email
11 response of June 27, 2018 is attached hereto as Exhibit "B" and incorporated herein by reference.

12 12. Between the dates of June 26, 2018 and July 30, 2018 I held discussions with the City of
13 Ontario's employee representative participating in the development of the voluntary withdrawal system.
14 As a result of these discussions, the City of Ontario's representative sent me an email on July 30, 2018,
15 which stated that the proposed letter agreement language was now much more clear to the City. I
16 interpreted the City of Ontario's email as a statement in support of the proposed letter agreement
17 language and responded with an email confirming the City's support of this proposed letter agreement. A
18 true and correct copy of my July 30, 2018 email exchange with the City of Ontario is attached hereto as
19 Exhibit "C" and incorporated herein by reference.

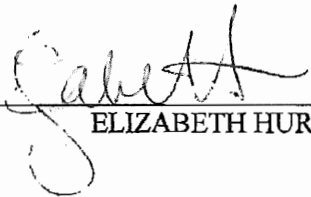
20 13. No objections to the proposed voluntary withdrawal system language from the City of
21 Ontario, nor any other party, were received by IEUA after July 30, 2018. A letter agreement
22 incorporating the proposed voluntary withdrawal system language was executed by IEUA, MWD,
23 TVMWD, and Watermaster in February of 2019. The 2019 Letter Agreement, as executed was provided
24 to all Chino Basin parties, including the City of Ontario, upon its execution. Until now, no party has ever
25 objected to the terms of the 2019 Letter Agreement. A true and correct copy of the 2019 Letter
26 Agreement is attached hereto as Exhibit "D" and incorporated herein by reference.

27 14. Pursuant to the terms of 2019 Letter Agreement, all DYYP parties, including the City of
28 Ontario, were offered the opportunity to voluntarily withdraw from the DYYP account in production

1 years 2019/20 and 2020/21. The City of Ontario declined to participate in the offered voluntary
2 withdrawal program in each of these years. Based on information and belief, the City of Ontario declined
3 the option to participate in this program in its sole discretion.

4 15. In production year 2020/21, two entities, Cucamonga Valley Water District and Fontana
5 Water Company, elected to participate in the voluntary withdrawal system as set forth in the 2019 Letter
6 Agreement, resulting in 23,000 acre-feet of water being produced from the DYYP account. This
7 production was exempt from assessment by Watermaster in its most recent assessment package as a
8 storage and recovery program, in accord with the established understanding of the 2019 Letter
9 Agreement, and as explained to the City of Ontario in 2018.

10 I declare under penalty of perjury that the foregoing is true and correct, and that this declaration
11 was executed on March 24, 2022, at Chino, California.

12
13 By: 
14 ELIZABETH HURST
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EXHIBIT A

From: Katie Gienger [mailto:KGienger@ontarioca.gov]

Sent: Tuesday, June 26, 2018 4:07 PM

To: Elizabeth Hurst <ehurst@ieua.org>; 'Dave Crosley' <dcrosley@cityofchino.org>; Coker, Amanda <acoker@cityofchino.org>; 'Mark Wiley' <mwiley@chinohills.org>; Craig, Ron <RONC@mbakerintl.com>; 'John Bosler' <JohnB@cvwdwater.com>; edd@cvwdwater.com; 'mkinsey@mvwd.org' <mkinsey@mvwd.org>; 'Van Jew' <vjew@mvwd.org>; 'Rosemary Hoerning' <rhoerning@ci.upland.ca.us>; Kevin Watson (kwatson@ci.upland.ca.us) <kwatson@ci.upland.ca.us>; 'Edgar Tellez Foster' <etellezfoster@cbwm.org>

Cc: Sylvie Lee <slee@ieua.org>

Subject: Re: Chino Basin DYY CUP Flexibility Agreement

Hello All,

After speaking with some of the other parties, additional questions have come up. In particular, how would this voluntary take affect imported water baselines (assuming that parties who elect to participate would then take less imported water, thus lowering their imported baseline, which affects their ability to perform in a call year)?

Also, how would the voluntary take affect groundwater pumping baselines, and how would the pumping be characterized at Watermaster? If a party elects to participate, the pumping would be above and beyond its current pumping baseline. Would this increase the baseline for the future, or be excluded from these calculations? Would pumping be subject to Watermaster assessments as typical production, or would it be categorized as part of the Storage & Recovery program?

Finally, as we've stated before, any modifications to the DYY program should be implemented through an amendment if they materially affect the program. This proposed change, with the number of variables at play, has the potential if not the assurance to materially affect the program. The illustrations provided at the last meeting were very helpful. However, these clarifications and details need to be memorialized in an amendment/agreement.

Sincerely,

Katie Gienger

From: Elizabeth Hurst <ehurst@ieua.org>

Sent: Tuesday, June 26, 2018 2:45 PM

To: 'Dave Crosley'; Coker, Amanda; 'Mark Wiley'; Craig, Ron; 'John Bosler'; edd@cvwdwater.com; 'mkinsey@mvwd.org'; 'Van Jew'; Katie Gienger; 'Rosemary Hoerning'; Kevin Watson (kwatson@ci.upland.ca.us); 'Edgar Tellez Foster'

Cc: Sylvie Lee

Subject: Chino Basin DYY CUP Flexibility Agreement

Dear All,

We have been discussing since early April about the revisions to the current MWD DYY program, to increase flexibility for the parties in the Chino Basin by allowing the region to choose when to buy-out the DYY account without waiting for an MWD "call year". This voluntary take would also qualify for O&M credit. For your reference, attached are the proposed letter agreement indicating the participation and credit for this voluntary option. Also attached are the scenarios presented at the May Water Manager's meeting, illustrating how % performance would be allocated during call years and would not result in an increased performance requirement beyond the existing DYY agreement (as outlined in Amendment #8).

During the meeting, the decisions provided by the agency are as follows:

Yes: Chino, CVWD, Chino Hills, Monte Vista Water District

No answer: Ontario and Upland

To ensure that the Chino Basin parties receive the benefit, we need to execute the letter agreement ASAP – or things can change. As a reminder, this request was made by the parties last Fall, and we finally negotiated the terms early this Spring. We would like to make sure we have consensus from all parties before we move forward with the letter agreement.

Please let us know your position by Monday July 9th at noon.

Thank you,

Liz

Elizabeth Hurst

Water Resources Planner



"Water Smart - Thinking in Terms of Tomorrow"

6075 Kimball Ave / Chino, California 91708

Tel: 909-993-1634 / Fax:

E-Mail: ehurst@ieua.org Website: www.ieua.org

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EXHIBIT B

From: Sylvie Lee [<mailto:slee@jeua.org>]

Sent: Wednesday, June 27, 2018 3:09 PM

To: 'Katie Gienger'; Scott Burton; 'Dave Crosley'; Coker, Amanda; 'Mark Wiley'; Craig, Ron; 'John Bosler'; edd@cvwdwater.com; 'mkinsey@mwwd.org'; 'Van Jew'; 'Rosemary Hoering'; Kevin Watson (kwatson@ci.upland.ca.us); Tom O'Neil; Poulsen, Darron; Garibay, Raul

Cc: Elizabeth Hurst; pkavounas@cbwm.org; Edgar Tellez Foster; Ben Peralta; Justin Nakano; Chris Berch

Subject: RE: Chino Basin DYY CUP Flexibility Agreement

Dear Katie:

Thank you for the discussion. We hope that the following information provides the clarity.

1. Imported water baselines during call year for DYY performance will not be affected by the proposed changes with the voluntary take. The MWD DYY call amount for any year would be limited by the amount of water remaining in the DYY account, and each agency's production is limited to the amount in Exhibit H of Amendment 8 (see screenshot below). And, as illustrated in the examples we went through in May, the less water in the account, the lower the % share that each agency would have to perform. So, this provides a benefit to the participating agencies.
2. Based on conversations with CBWM, the DYY water is a storage and recovery program, and is not subject to assessments. Date for groundwater baseline and the additional performance pumping for DYY is maintained by CBWM. Please refer to previous assessment packages when the DYY performance was required for the above two statements.
3. The proposed staff modifications to provide O&M credit for voluntary pumping does not materially affect the program or its requirements. As it states, it is voluntary, and if an agency does not want to participate and withdraw water from the DYY account prior to a call year, they do not have to; however, during a call year parties will still need to perform per the contract as outlined in Amendment 8, until the account has been drawn down. This proposed language adds flexibility and ensures that the DYY credits are available for early extraction to add flexibility to the program. It was preferred by most of the DYY parties since it provides them the opportunity to perform when it is in their best interest, as opposed to when required by MWD. This modification, per legal counsels, falls under the jurisdiction of staff and does not need to go through the formal amendment process.

Darron, Raul and Ben: Apologize that we left you out of the conversation in the last email. Since we missed you also at the May Water Manager's meeting, please call Liz if would like additional information. Attached are the current proposed versions of the letter agreement from MWD which provides the flexibility to do voluntary takes and receive O&M credit.

As a reminder, we would like to finalize the letter agreement by July 9th.

Thank you.

DESCRIPTION OF PROGRAM FACILITIES & OPERATING PARTIES

Ion Exchange Nitrate Removal Facility	Capacity (in AFY)	Funding Allocation	Project Name & Location
City of Fresno	2,000	\$1,700,000.00	Anion Exchange Nitrate Removal Facility Upgrade and Expansion Project Located @ F rd & 35th Street
Monterey County Water District	1,544	\$1,428,200.00	Well 33 Located @ Palo Verde & Bolton
City of Chico	1,158	\$1,072,843.00	
City of Ukiah	3,000	\$2,778,084.00	Plant No. 12 Ion Exchange Facility Located @ North & Mountain
City of Chico Hills	1,448	\$1,328,038.00	Various Wells (Well #20) Located @ Chico Hills, Play & Hillside
City of Ontario	1,544	\$1,428,200.00	Well 22/Well 41 Located @ Cucamonga & 4th
Orange Community Services District	2,000	\$1,814,000.00	Roger D. Thompson Ion Exchange Water Treatment Plant Located @ Edwards & 80th Street
IEUA Mine Line		\$804,800.22	
Total Treatment Facilities Capacity:	12,098	\$12,042,343.22	
Well Facilities	Capacity (in AFY)	Funding Allocation	Project Name & Location
Monterey County Water District	2,418	\$1,472,981.00	Well 31, Located @ Monte Vista & Hudson
Cucamonga County Water District	1,134	\$8,392,411.00	Wells # 36 - 42 2 Additional Wells 44 & 45 were Added in place of the Ion Exchange Well 43 submitted for replacement of 44 & 45, Located @ 84th Ave. & 1-15, Cleveland & 1st, (25th & 30th) San Bernardino Road, (Turn Crozier)
City of Ontario	8,532	\$6,245,016.00	Wells # 45, 40 & 47 Located @ Campus E E Rd 8th St & Cucamonga Ave
Total Well Capacity:	12,084	\$14,743,002.00	
Total Extraction Capacity (Treatment + Well Capacity)	24,182	\$26,785,345.22	Note: \$1,243,074.78 used for environmental costs to bring 100% project cost to 327.5 million

Sylvie Lee P.E.
 Manager of Planning & Environmental Resources



"Water Smart - Thinking in Terms of Tomorrow"
 6076 Kimball Ave / Chino, California 91708
 Tel: 909-993-1646 / Fax:
 Email: slee@ieua.org Website: www.ieua.org

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EXHIBIT C

From: Elizabeth Hurst
Sent: Monday, July 30, 2018 4:14 PM
To: P. E. Katie Gienger (kgienger@ontarioca.gov) <kgienger@ontarioca.gov>
Subject: FW: DYY letter revisions to clarify credits.

Katie,
Great! Thank you for Ontario's support. We will move forward with the letter.
Best
Liz

From: Katie Gienger <KGienger@ontarioca.gov>
Sent: Monday, July 30, 2018 3:43 PM
To: Elizabeth Hurst <ehurst@ieua.org>
Subject: RE: DYY letter revisions to clarify credits.

Liz,

Thank you for sitting down with me to discuss! The version attached to your email seems more clear based on my understanding of the changes from our conversations.

Katie Gienger, P.E.
Water Resources Manager
Ontario Municipal Utilities Company

Sent from my phone.

On Jul 26, 2018 4:55 PM, Elizabeth Hurst <ehurst@ieua.org> wrote:
Katie,

Thank you for meeting to discuss the DYY revisions this afternoon. Per our conversation, Option 1 has been edited to the following:

- Credits will be applied if a Party chooses voluntarily to purchase stored water by increasing groundwater pumping, based upon the following:
 - The first and any instance in which an individual party's pumping is above its groundwater baseline as described in Exhibit G, the party will submit a certification for extraction from the account. Metropolitan will invoice IEUA and Three Valleys for the additional pumping at the prevailing untreated water rate at that time and will pay the O&M, power, and treatment credits as outlined in the Section VI.E of the Agreement. IEUA, Three Valleys, and the Watermaster will debit the purchased amounts from Metropolitan's CUP account.
 - In the event that stored water is purchased over a 5-year period as outlined in Section XIII.C.2 of the agreement the O&M, power, and treatment credits would also apply as defined in Section VI.6 of the Agreement

The full letter is attached. Please let me know if you have any additional tweaks, and if Ontario can now support the letter.

Thank you,
Liz

Elizabeth Hurst
Water Resources Planner



"Water Smart - Thinking in Terms of Tomorrow"
6075 Kimball Ave / Chino, California 91708
Tel: 909-993-1634 / Fax:
EMail: ehurst@ieua.org Website: www.ieua.org

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From: Elizabeth Hurst
Sent: Thursday, July 26, 2018 9:59 AM
To: P. E. Katie Gienger (kgienger@ontarioca.gov) <kgienger@ontarioca.gov>
Subject: DYY letter revisions to clarify credits.

Hi Katie,
Here are some thoughts about how to clarify the credits etc after our discussion on Monday and my follow up conversations with MWD. Look forward to discussing with you after the TAC meeting this afternoon!
Liz

Option 1:

- If a Party chooses to voluntarily to purchase stored water by increasing groundwater pumping, credits will be applied based upon the following:
 - ~~The first and any instance in which an individual party's pumping is above its groundwater baseline as described in Exhibit G, the party will submit a certification for extraction from the account. Metropolitan will invoice IEUA and Three Valleys for the additional pumping at the prevailing untreated water rate at that time and will pay the O&M, power, and treatment credits as outlined in the Section VI.6 of the Agreement. IEUA, Three Valleys, and the Watermaster will debit the purchased amounts from Metropolitan's CUP account.~~
 - O&M, power, and treatment credits as outlined in Section VI.6 of the Agreement would also apply in the event that stored water is in the account upon termination of the agreement, the parties will purchase the water over a 5-year period, as outlined in XIII.C.2 of the agreement.

Option 2:

- ~~If a Party chooses to voluntarily to purchase stored water by increasing groundwater pumping, credits will be applied based upon the following:~~
 - ~~The first and any instance in which an individual party's pumping is above its groundwater baseline as described in Exhibit G, the party will submit a certification for extraction from the account. Metropolitan will invoice IEUA and Three Valleys for the additional pumping at the prevailing untreated water rate at that time and will pay the O&M, power, and treatment credits as outlined in the Section VI.6 of the Agreement. IEUA, Three Valleys, and the Watermaster will debit the purchased amounts from Metropolitan's CUP account. In the event that stored water is in the account upon termination of the agreement, the parties will purchase the water over a 5-year period, as outlined in XIII.C.2 of the agreement.~~

EXHIBIT D



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Office of the General Manager

February 5, 2019

Mr. Kirby Brill
Interim General Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Mr. Matthew Litchfield
General Manager
Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, CA 91711

Mr. Peter Kavounas
General Manager
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Dear Messrs. Brill, Litchfield, and Kavounas:

Chino Basin Groundwater Storage Actions and Voluntary Purchase Methodology

This letter documents agreement among Metropolitan, Inland Empire Utilities Agency (IEUA), Three Valleys Municipal Water District (Three Valleys), and the Chino Basin Watermaster (Watermaster) for storage of water above the initial 25,000 acre-feet cap in the Chino Basin Conjunctive Use Program (CUP). Normally, CUP water is stored in advance by Metropolitan for use during dry years and emergencies to reduce deliveries at the service connection. By letter dated June 23, 2017, Metropolitan called for up to 25,000 acre-feet to be stored in its CUP account through June 30, 2018. The parties stored about 39,000 acre-ft. Metropolitan appreciates the effort that the parties have shown to maximize storage during this period. This letter documents adjustments to the method of determining extraction from the account, in recognition of these efforts to store additional water.

Messrs. Brill, Litchfield, and Kavounas:

Page 2

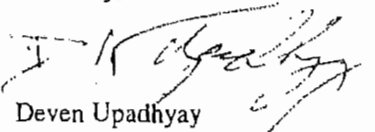
February 5, 2019

By agreement of the parties, any water stored after June 1, 2017, would be purchased from the account by IEUA and Three Valleys when the parties pump over the groundwater baseline as defined in Exhibit G. A copy of Exhibit G is enclosed in this letter. This pumping could be the result of a response to a call for pumping made by Metropolitan or it could be through normal operational decisions made by the individual parties in a given year. Except during a call, the increase in pumping would be voluntary and performance would be measured by the parties that elect to increase their pumping. Call provisions would remain unchanged. The parties will receive O&M, power, and treatment credits and be billed for the water when the parties pump over the groundwater baseline as defined in Exhibit G. Voluntary purchases will be accomplished as follows:

- IEUA and Three Valleys will submit certifications for CUP storage as normal. These certified amounts will be added to the storage account.
- Credits will be applied if a Party chooses voluntarily to purchase stored water by increasing groundwater pumping. The first and any instance in which an individual party's pumping is above its groundwater baseline as described in Exhibit G, the party will submit a certification for extraction from the account. Metropolitan will invoice IEUA and Three Valleys for the additional pumping at the prevailing untreated water rate at that time and will pay the O&M, power, and treatment credits as outlined in the Section VI.E of the Agreement. IEUA, Three Valleys, and the Watermaster will debit the purchased amounts from Metropolitan's CUP account.

If you concur with these provisions, please execute this letter signifying your concurrence and return to Metropolitan.

Sincerely,


Deven Upadhyay
Assistant General Manager/COO

MH:vh

Enclosure

Messrs. Brill, Litchfield, and Kavounas:

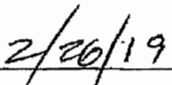
Page 3

February 5, 2019

CONCUR:



Kirby Brill
Interim General Manager



Date

Matthew Litchfield
General Manager

Date

Peter Kavounas
General Manager

Date

Messrs. Brill, Litchfield, and Kavounas:


Page 3

February 5, 2019

CONCUR:

Kirby Brill
Interim General Manager

Date



Matthew Litchfield
General Manager

Date 2/25/19

Peter Kavounas
General Manager

Date

Messrs. Brill, Litchfield, and Kavounas:

Page 3

February 5, 2019

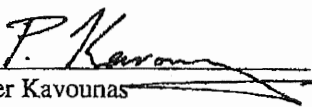
CONCUR:

Kirby Brill
Interim General Manager

Date

Matthew Litchfield
General Manager

Date



Peter Kavounas
General Manager

2/19/19
Date

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 24, 2022 I served the following:

1. DECLARATON OF ELIZABETH HURST IN SUPPORT OF INLAND EMPIRE UTILITES AGENCY'S OPPOSITION TO CITY OF ONTARIO'S APPLICATION TO EXTEND TIME TO CHALLENGE WATERMASTER ASSESSMENT PACKAGE

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: Master Email Distribution List

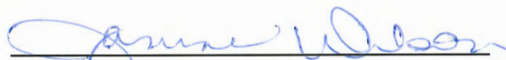
BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

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Executed on March 24, 2022 in Rancho Cucamonga, California.



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