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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiffs,

v.

CITY OF CHINO; et al.,

Defendants.

) CASE NO.: RCVRS 51010

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

) **INLAND EMPIRE UTILITIES**
) **AGENCY'S OPPOSITION TO CITY**
) **OF ONTARIO'S APPLICATION TO**
) **EXTEND TIME TO CHALLENGE**
) **2021/22 WATERMASTER**
) **ASSESSMENT PACKAGE;**
) **DECLARATION OF ELIZABETH**
) **HURST IN SUPPORT THEREOF**

) DATE: April 8, 2022

) TIME: 1:30 p.m.

) DEPT: S35

COMES NOW, the INLAND EMPIRE UTILITIES AGENCY ("IEUA"), which submits
the following Memorandum of Points and Authorities and Declaration of Elizabeth Hurst in
opposition to the City of Ontario's Application to Extend Time to Challenge Watermaster's
Approval of the Fiscal Year 2021/22 Assessment Package.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 On February 17, 2022, the City of Ontario (“Ontario”) filed an Application for an order
4 extending Ontario’s time to challenge Watermaster’s approval of the Fiscal Year 2021/2022
5 Assessment Package from 90 days to 180 days pursuant to Paragraph 31(c) of the Chino Basin
6 Judgment (“Judgment”). Ontario’s Application seeks to challenge the exemption from
7 assessment of 23,000 acre-feet of groundwater voluntarily produced from Metropolitan Water
8 District’s storage account established under the 2003 Groundwater Program Storage Funding
9 Agreement, commonly referred to as the Dry Year Yield program (“DYYP”).

10 Ontario’s moving papers, specifically Exhibits A and B to the Declaration of Christopher
11 Quach filed in support of the Application, make clear that the actual target of Ontario’s challenge
12 is a February 2019 letter agreement between IEUA, Metropolitan Water District (“MWD”),
13 Three Valleys Municipal Water District (“TVMWD”), and Watermaster (“2019 Letter
14 Agreement”) which allowed participants to voluntarily withdraw water stored in the Chino Basin
15 pursuant to the DYYP. To date, no other Chino Basin party has raised any objection to the 2019
16 Letter Agreement since its inception. As a signatory to the 2019 Letter Agreement which
17 provides substantial benefit to the region, IEUA opposes Ontario’s challenge.

18 Ontario’s Application should be denied as untimely, as Ontario was fully apprised in
19 2018 that voluntary withdrawals pursuant to the DYYP, and subsequent 2019 Letter Agreement,
20 would be exempt from Watermaster assessment as a storage and recovery project. Further,
21 Ontario was a full participant in the planning and evaluation process for the voluntary
22 withdrawal language that became the 2019 Letter Agreement, had full understanding of the
23 Agreement language, and raised no objection when the 2019 Letter Agreement went into effect.
24 As such, Ontario is now estopped from challenging the validity of the 2019 Letter Agreement
25 and IEUA respectfully requests Ontario’s Application to Extend Time be denied.

1 **II. BACKGROUND**

2 **A. DRY YEAR YIELD PROGRAM**

3 In 2003, IEUA, Metropolitan Water District (“MWD”), Three Valleys Municipal Water
4 District (“TVMWD”), and Watermaster entered into an agreement for a groundwater storage and
5 recovery program within the Chino Basin (“DYYP”). (See Declaration of Elizabeth Hurst filed
6 concurrently herewith [“Hurst Decl.”], ¶ 2). Under the DYYP, MWD agreed to provide an
7 investment of over \$27,000,000 to Chino Basin parties for groundwater treatment and well
8 facilities in exchange for the right of MWD to store water within the Basin. (Hurst Decl., ¶ 3).
9 The DYYP created a storage account in the Chino Basin of up to 100,000 acre-feet, which could
10 be extracted at up to 33,000 acre-feet in a year at MWD’s request. (Hurst Decl., ¶ 4). The DYYP
11 account is effectively “owned” by MWD, as MWD had exclusive right to make a call for
12 production of water stored therein. (*Ibid.*).

13 Under the DYYP, years are divided up into “put” years and “call” years. (Hurst Decl., ¶
14 5). During a “put” year, at MWD’s request, up to 25,000 acre-feet of water may be placed into
15 the DYYP account. (*Ibid.*). During a “call” year, at MWD’s request, up to 33,000 acre-feet of
16 water may be extracted, so long as the amount extracted does not exceed the amount of water
17 stored in the DYYP account. (*Ibid.*). The water extracted during a “call” year is used by Chino
18 Basin parties with credits to offset pumping, operations, and maintenance costs, making the costs
19 of this stored water equivalent to a direct MWD Tier 1 purchase. (*Ibid.*).

20 The original DYYP Agreement has been altered several times since its inception,
21 including a 2015 Amendment which increased the baseline purchase from MWD and delivery to
22 the region to 40,000 acre-feet per year. (Hurst Decl., ¶ 6). Of particular relevance to this action,
23 is the above referenced 2019 Letter Agreement entered into by MWD, IEUA, TVMWD, and
24 Watermaster which allowed parties to voluntarily extract water from the DYYP account outside
25 of a “call” year. (Hurst Decl., ¶ 13).

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1 **B. 2019 LETTER AGREEMENT**

2 In 2017, after several years of drought conditions, MWD had excess State Water Project
3 supply and requested a “put” into the DYYP storage account. (Hurst Decl., ¶ 7). Over the next
4 year (June 2017 – June 2018), approximately 41,380 acre-feet of water was recharged into the
5 DYYP account. (Hurst Decl., ¶ 8). This large increase in stored water in the DYYP account
6 resulted in the DYYP Operating Committee exploring the potential for allowing voluntary
7 withdrawal from the MWD DYYP account. (*Ibid.*). The proposed voluntary withdrawals would
8 be priced at the MWD Tier 1 with the same credits applied as if the withdrawal were occurring
9 during a MWD “call”. (*Ibid.*). This would allow the local parties to make full and efficient use of
10 the water stored in the DYYP account on a voluntary basis, without MWD issuing a call. (*Ibid.*).

11 During this time, all parties, including IEUA and Ontario, engaged in discussions to
12 clarify how a system of voluntary withdrawals could occur. (Hurst Decl., ¶ 9). These discussions
13 took place over a year at various levels and with all parties actively participating therein. (*Ibid.*).
14 In a June 26, 2018 email to representatives of all Chino Basin parties participating in the
15 development of the 2019 Letter Agreement, Ontario specifically requested clarification from
16 IEUA on several aspects of the proposed voluntary withdrawal system. (Hurst Decl., ¶ 10,
17 Exhibit “A”). One of the issues Ontario requested clarification on was whether the voluntary
18 withdrawals under the proposed system would be subject to Watermaster assessments as typical
19 production or whether the proposed system would be categorized as part of the storage and
20 recovery program. (*Ibid.*). Ontario also opined in its June 26, 2018 email that if the proposed
21 voluntary withdrawal system would materially affect the DYYP, the proper mechanism to
22 incorporate the system would be a formal amendment to the DYYP documents. (*Ibid.*).

23 IEUA responded to Ontario’s questions with a June 27, 2018 email to all parties involved
24 in the development of the system allowing for voluntary withdrawals from the DYYP account.
25 (Hurst Decl., ¶ 11, Exhibit “B”). IEUA’s response stated that as part of the DYYP, the proposed
26 voluntary withdrawals from the MWD account would not be subject to typical Watermaster
27 assessments as DYYP water is categorized as a storage and recovery program. (*Ibid.*). IEUA’s
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1 response also provided that the proposed voluntary withdrawal system is completely voluntary,
2 and as such, would not materially affect the DYYP. (*Ibid.*).

3 After further discussion with IEUA staff, Ontario sent a July 30, 2018 email to IEUA
4 attesting to feeling more comfortable with the proposed language that would be finalized in the
5 2019 Letter Agreement. (Hurst Decl., ¶ 12, Exhibit “C”). IEUA responded to Ontario shortly
6 thereafter, clearly indicating intent to finalize the 2019 Letter Agreement, stating in pertinent
7 part, “Thank you for Ontario’s support. We will move forward with the letter.” (*Ibid.*). No
8 further objections were received from Ontario, or any other party, and the 2019 Letter
9 Agreement allowing for voluntary withdrawals from the DYYP account was executed in
10 February of 2019 by MWD, IEUA, TVMWD, and Watermaster and was forwarded on to all
11 parties. (Hurst Decl., ¶ 13, Exhibit “D”).

12 Pursuant to the terms of 2019 Letter Agreement, all parties, including Ontario, were
13 offered the opportunity to voluntarily withdraw from the DYYP account in production years
14 2019/20 and 2020/21. (Hurst Decl., ¶ 14). In its sole and independent discretion, the City Ontario
15 declined to participate in voluntary withdrawal from the DYYP account in both years. (*Ibid.*).

16 In production year 2020/21, two entities, Cucamonga Valley Water District and Fontana
17 Water Company, elected to participate in the voluntary withdrawal system as set forth in the
18 2019 Letter Agreement, resulting in 23,000 acre-feet of water being produced from the DYYP
19 account. (Hurst Decl., ¶ 15). This production was exempt from assessment by Watermaster in its
20 most recent assessment package as a storage and recovery program, in accord with the
21 established understanding of the 2019 Letter Agreement, as made clear to Ontario in 2018.
22 (*Ibid.*). Ontario now seeks time to challenge Watermaster’s exemption of voluntary DYYP
23 withdrawals from assessment three years after the execution of the 2019 Letter Agreement,
24 tacitly approved by Ontario, and nearly four years after Ontario was informed that voluntary
25 DYYP withdrawals under the 2019 Letter Agreement would not be subject to assessment.

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1 **III. LEGAL ARGUMENT**

2 Ontario should be estopped from challenging the 2021-22 Watermaster Assessment
3 Package and the 2019 Letter Agreement under the DYYP under principles of equity. Equitable
4 estoppel applies when the following elements are satisfied: (1) the party to be estopped must be
5 apprised of the facts; (2) the party to be estopped must intend his or her conduct shall be acted
6 upon, or must so act that the party asserting the estoppel had a right to believe it was so intended;
7 (3) the other party must be ignorant of the true state of facts; and (4) the other party must rely
8 upon the conduct to his or her injury. *Cotta v. City and County of San Francisco* (2007) 157
9 Cal.App.4th 1550, 1567.

10 Here, Ontario participated in the planning and development of the 2019 Letter
11 Agreement. During the planning process, in 2018, Ontario asked whether voluntary withdrawals
12 under the proposed 2019 Letter Agreement would be assessed by Watermaster or exempt as
13 falling under the purview of a storage and recovery project. Ontario was informed, in 2018, that
14 voluntary production under the 2019 Letter Agreement would be exempt from assessment as a
15 storage and recovery program. After raising no objection about this understood classification and
16 exemption for over three years, Ontario now seeks added time to challenge Watermaster's
17 exemption of voluntary production under the 2019 Letter Agreement and DYYP.

18 IEUA reasonably interpreted Ontario's email dated July 30, 2018 as support for the 2019
19 Letter Agreement, and confirmed Ontario's support in a responsive email. Rather than objecting
20 to the proposed terms of the 2019 Letter Agreement, or even responding that Ontario's prior
21 discussions with IEUA should not be inferred as support for the 2019 Letter Agreement, Ontario
22 did not object until over three years later. No concern with the terms and/or understanding of the
23 2019 Letter Agreement was communicated to IEUA during this time.

24 Pursuant to the Judgment, and Ontario's moving papers, any challenge to an action by
25 Watermaster must be filed within 90 days of the action. Clearly, an agreement executed by
26 Watermaster in 2019 falls well outside of the 90-day window for challenge. Ontario's purported
27 challenge to the legality of the 2019 Letter Agreement via Watermaster's 2021-22 Assessment
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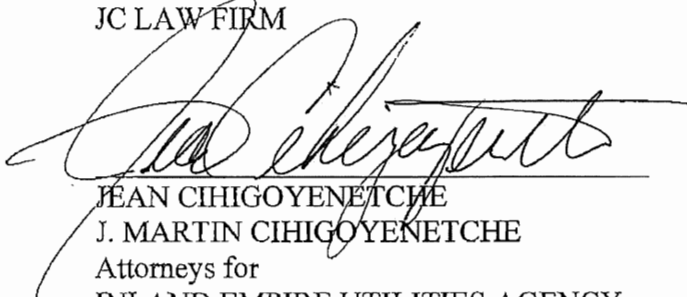
1 Package is an attempt to unilaterally reset a limitation period long since lapsed. As Ontario was
2 an active participant in developing the 2019 Letter Agreement language, and tacitly supported
3 the Agreement by raising no objection until years after the Agreement's implementation, the City
4 should be estopped from challenging Watermaster's exemptions as stated in the 2021-22
5 Assessment Package.

6 **IV. CONCLUSION**

7 Based upon the foregoing arguments and authorities, and the declaration submitted
8 herewith, IEUA respectfully requests the Court deny Ontario's Application to Extend Time to
9 Challenge Watermaster's 2021-22 Assessment Package.

10 Dated: March 24, 2022

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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. INLAND EMPIRE UTILITIES AGENCY'S OPPOSITION TO CITY OF ONTARIO'S APPLICATION TO EXTEND TIME TO CHALLENGE 2021/22 WATERMASTER ASSESSMENT PACKAGE; DECLARATON OF ELIZABETH HURST IN SUPPORT THEREOF

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.

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 24, 2022 in Rancho Cucamonga, California.



By: Janine Wilson
Chino Basin Watermaster

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