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EXEMPT FROM FILING FEES
PURSUANT TO GOV. CODE, § 6103

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN BERNARDINO

12 CHINO BASIN MUNICIPAL WATER
DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.

CASE NO. RCVRS 51010

ASSIGNED FOR ALL PURPOSES TO
HONORABLE STANFORD E. REICHERT

APPENDIX OF EVIDENCE IN SUPPORT
OF CITY OF ONTARIO'S COMBINED
REPLY BRIEF

VOL IV: EXHIBITS 23 – 43

RE: APPLICATION FOR AN ORDER TO
EXTEND TIME UNDER JUDGMENT,
PARAGRAPH 31(C) TO CHALLENGE
WATERMASTER ACTION/DECISION
ON NOVEMBER 18, 2021 TO APPROVE
THE FY 2021/2022 ASSESSMENT
PACKAGE. IF SUCH REQUEST IS
DENIED, THIS FILING IS THE
CHALLENGE

Hearing:

Date: June 17, 2022

Time: 1:30 p.m.

Dept.: S35

1 City of Ontario (“Ontario”) submits this appendix of evidence referenced in its Combined
 2 Reply to the Oppositions of Watermaster, Fontana Water Company and Cucamonga Valley Water
 3 District, and Inland Empire Utilities Agency to the Application for an Order to Extend Time Under
 4 Judgment, Paragraph 31(c) to Challenge Watermaster Action/Decision on November 18, 2021 to
 5 Approve the FY 2021/2022 Assessment Package and Request for Judicial Notice, filed
 6 concurrently herewith.

EX. NO.	DESCRIPTION	VOL.
1.	Chino Basin Watermaster Restated Judgment, No. 51010	1
2.	Chino Basin Watermaster Rules and Regulations, updated 2019	1
3.	Report and Recommendation of Special Referee to Court Regarding: (1) Motion for Order That Audit Commissioned By Watermaster is Not a Watermaster Expense, and (2) Motion to Appoint a Nine-Member Watermaster Panel, dated December 12, 1997	1
4.	Court’s Ruling and Order, entered June 18, 2010	1
5.	Opinion of Fourth Appellate District Court of Appeal in Case No. E051653, dated April 10, 2012	1
6.	Order Post Appeal, entered June 29, 2012	1
7.	Watermaster’s Reply to Oppositions to Motion Regarding 2015 Safe Yield Reset Agreement, Amendment of Restated Judgment, Paragraph 6, filed February 1, 2016	2
8.	Watermaster’s Further Response to Order for Additional Briefing, filed April 11, 2016	2
9.	Orders for Watermaster's Motion Regarding 2015 Safe Yield Reset Agreement, Amendment of Restatement Judgment, Paragraph 6, entered on April 28, 2017	2
10.	Order on the Motion to Approve Amendments to Appropriative Pool Pooling Plan, entered March 15, 2019	2
11.	Groundwater Storage Program Funding Agreement, Agreement No. 49960, dated March 1, 2003	2
12.	Order Concerning Groundwater Storage Program Funding Agreement – Agreement No. 49960, entered June 5, 2003	2

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EX. NO.	DESCRIPTION	VOL.
13.	Local Agency Agreement by and between Inland Empire Utilities Agency (“IEUA”) and Cucamonga County Water District, dated March 11, 2003	3
14.	Local Agency Agreement by and between IEUA and the City of Ontario, dated April 15, 2003	3
15.	Local Agency Agreement by and between IEUA and the City of Ontario and Jurupa Community Services District, dated January 12, 2004	3
16.	Chino Basin Watermaster Staff Report re MWD/IEUA/TVMWD Groundwater Storage Account, dated March 11, 2004	3
17.	Watermaster’s Motion for Approval of Storage and Recovery Program Agreement (with Exhibit A only), filed May 12, 2004	3
18.	Order Approving Storage and Recovery Program Storage Agreement re Implementation of Dry Year Yield Storage Project, entered June 24, 2004	3
19.	Amendment No. 8 to Groundwater Storage Program Funding Agreement No. 49960, dated January 23, 2015	3
20.	Agenda for the Chino Basin Watermaster Appropriative Pool Meeting held October 9, 2014	3
21.	Chino Basin Watermaster Staff Report regarding Amendment No. 8 to MWD Dry Year Yield Agreement, dated October 9, 2014	3
22.	Agenda for the Chino Basin Watermaster Advisory Committee Meeting held on October 16, 2014	3
23.	Chino Basin Watermaster Staff Report regarding Amendment No. 8 to MWD Dry Year Yield Agreement, dated October 16, 2014	4
24.	Agenda for the Chino Basin Watermaster Board Meeting held October 23, 2014	4
25.	Chino Basin Watermaster Staff Report regarding Amendment No. 8 to MWD Dry Year Yield Agreement, dated October 23, 2014	4
26.	City of Chino <i>Ex Parte</i> Application for an Order to Extend Time Under Judgment, Paragraph 31(c) to Challenge Watermaster Action/Decision on August 25, 2020 to Issue Invoices to Pay AG Pool Legal Expenses to Appropriators Including the City of Chino, filed on or around October 15, 2020.	4
27.	Chino Basin Watermaster <i>Ex Parte</i> Application to Continue October 23, 2020 Hearing on Motion of Appropriative Pool Member Agencies Re: Agricultural Pool Legal Expenses, filed on or around October 20, 2020.	4

EX. NO.	DESCRIPTION	VOL.
28.	Order granting the Chino Basin Watermaster <i>Ex Parte</i> Application to Continue October 23, 2020 Hearing on Motion of Appropriative Pool Member Agencies Re: Agricultural Pool Legal Expenses, signed on October 28, 2020.	4
29.	Chino Basin Watermaster Reply to Appropriative Pool Member Agencies' Opposition to Chino Basin Watermaster Ex Parte Application to Continue Hearing on Motion Re Agricultural Pool Legal Expenses, filed October 21, 2020.	4
30.	Peace Agreement Chino Basin, dated June 29, 2000.	4
31.	First Amendment to Peace Agreement, dated September 2, 2004.	4
32.	Second Amendment to Peace Agreement, dated October 25, 2007.	4
33.	Peace II Agreement: Party Support For Watermaster's OBMP Implementation Plan – Settlement and Release of Claims Regarding Future Desalters, dated October 25, 2007.	4
34.	Agenda for the Watermaster's Appropriative Pool Meeting held September 13, 2018.	4
35.	Agenda for the Watermaster's Advisory Committee Meeting held September 20, 2018.	4
36.	Agenda for the Watermaster's Board Meeting held September 27, 2018.	4
37.	Minutes of the Watermaster's Appropriative Pool Meeting held September 13, 2018.	4
38.	Minutes of the Watermaster's Advisory Committee Meeting held September 20, 2018.	4
39.	Minutes of the Watermaster's Board Meeting held September 27, 2018.	4
40.	Minutes of the Watermaster Appropriative Pool – Special Meeting, held November 27, 2018.	4
41.	Letter Agreement entitled "Chino Basin Groundwater Storage Actions and Voluntary Purchase Methodology" by and between MWD, IEUA, TVMWD, and Watermaster, dated February 5, 2019.	4
42.	Chino Basin Watermaster Staff Report regarding Dry Year Yield Program – Information Only, dated January 27, 2022.	4

EX. NO.	DESCRIPTION	VOL.
43.	Presentation given by the Watermaster staff regarding the Dry Year Yield Program at the January 27, 2022 Board meeting.	4
44.	Chino Basin Watermaster 2003/2004 Assessment Package (Production Year 2002/2003), approved November 27, 2003.	5
45.	Chino Basin Watermaster 2004/2005 Assessment Package (Production Year 2003/2004), approved November 18, 2004.	5
46.	Chino Basin Watermaster 2005/2006 Assessment Package (Production Year 2004/2005), approved November 8, 2005.	5
47.	Chino Basin Watermaster 2006/2007 Assessment Package (Production Year 2005/2006), approved February 22, 2007.	5
48.	Chino Basin Watermaster 2007/2008 Assessment Package (Production Year 2006/2007), approved December 20, 2007.	6
49.	Chino Basin Watermaster 2008/2009 Assessment Package (Production Year 2007/2008), approved November 20, 2008.	6
50.	Chino Basin Watermaster 2009/2010 Assessment Package (Production Year 2008/2009), approved October 22, 2009.	6
51.	Chino Basin Watermaster 2010/2011 Assessment Package (Production Year 2009/2010), approved October 28, 2010.	6
52.	Chino Basin Watermaster 2011/2012 Assessment Package (Production Year 2010/2011), approved January 26, 2012.	6
53.	Chino Basin Watermaster 2012/2013 Assessment Package (Production Year 2011/2012), approved November 15, 2012.	6
54.	Chino Basin Watermaster 2017/2018 Assessment Package (Production Year 2016/2017), approved November 16, 2017.	6
55.	Chino Basin Watermaster 2017/2018 Revised Assessment Package (Production Year 2016/2017), approved September 26, 2019.	7
56.	Chino Basin Watermaster 2018/2019 Assessment Package (Production Year 2017/2018), approved November 15, 2018.	7
57.	Chino Basin Watermaster 2018/2019 Revised Assessment Package (Production Year 2017/2018), approved September 26, 2019.	7
58.	Chino Basin Watermaster 2019/2020 Assessment Package (Production Year 2018/2019), approved November 21, 2019.	7

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EX. NO.	DESCRIPTION	VOL.
59.	Chino Basin Watermaster 2020/2021 Assessment Package (Production Year 2019/2020), approved November 19, 2020.	7
60.	Chino Basin Watermaster 2021/2022 Assessment Package (Production Year 2020/2021), approved November 18, 2021.	7
61.	Chino Basin Watermaster Staff Report regarding the Fiscal Year 2021/22 Assessment Package, dated November 18, 2021.	7

Dated: May 26, 2022

STOEL RIVES LLP


By: 
ELIZABETH P. EWENS
MICHAEL B. BROWN
JANELLE S.H. KRATTIGER
Attorneys for Defendant
City of Ontario

EXHIBIT 23

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

C. AMENDMENT TO MWD DRY YEAR YIELD AGREEMENT



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: October 16, 2014
TO: Advisory Committee Members
SUBJECT: Amendment No. 8 to MWD Dry Year Yield Agreement

SUMMARY

Issue: Consideration of proposed Amendment No. 8 to the MWD Dry Year Yield Agreement

Recommendation: Recommend Board approval of Amendment No. 8 to the MWD Dry Year Yield Agreement

Financial Impact: There is no financial impact to Chino Basin Watermaster as a result of the proposed amendment.

Future Consideration

Advisory Committee: October 16, 2014 Approval

Watermaster Board: October 23, 2014 Approval [Advisory Committee Approval Required]; authorize General Manager to execute [Normal Course of Business]

ACTIONS:

October 9, 2014 – Appropriative Pool – Unanimously recommended Advisory Committee approval of Amendment No. 8 to MWD Dry Year Yield Agreement

October 9, 2014 – Non-Agricultural Pool – Unanimously recommended Advisory Committee approval of Amendment No. 8 to MWD Dry Year Yield Agreement and to direct the Pool representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes which they deem appropriate

October 9, 2014 – Agricultural Pool – Unanimously recommended Advisory Committee approval of Amendment No. 8 to MWD Dry Year Yield Agreement

October 16, 2014 – Advisory Committee –

October 23, 2014 – Watermaster Board –

BACKGROUND

The MWD Dry Year Yield Agreement (Agreement) is a groundwater storage program funding agreement wherein MWD agreed to provide funding for groundwater extraction and treatment facilities in Chino Basin in exchange for the right to store water in the Basin. The Agreement provides for storage by MWD of up to 25,000 acre-feet per year in the Chino Basin, provided that the total amount does not exceed 100,000 acre-feet maximum, unless approved by Chino Basin Watermaster. Water can be extracted at MWD's call at the rate of up to 33,000 acre-feet per year.

According to the Agreement, Watermaster has the obligation to maintain records of water storage and extraction, and report on the extraction capacity of the parties. For its efforts Watermaster receives an administrative fee from MWD, which is adjusted annually. In FY 2014/15 the fee is \$155,606.67.

Prior amendments to the Agreement pertain to the completion timing of facilities and changes in sources of funds (the Agreement and prior Amendments are included as Attachment 1.)

Signatories to the Agreement are: Metropolitan Water District of Southern California, Inland Empire Utilities Agency (IEUA), Three Valleys Municipal Water District, and Chino Basin Watermaster. Watermaster originally approved the Agreement in 2003 (Attachment 2.)

The Operating Parties under the Agreement are all parties to the Chino Basin Judgment: City of Chino, City of Chino Hills, City of Ontario, City of Pomona, City of Upland, Cucamonga Valley Water District, Monte Vista Water District, and Jurupa Community Services District. These parties have entered into Local Agency Agreements with IEUA for the implementation of the Agreement.

DISCUSSION

The proposed Amendment No. 8 (Attachment 3) makes adjustments to the provisions within the Agreement, revises Exhibit F (Accounting Methodology), and deletes and replaces the provisions of Exhibit G (Performance Criteria) to the Agreement. The Operating Parties have reviewed the proposed Amendment No. 8 and have approved amendments to the Local Agency Agreements with IEUA. At this time the proposed Amendment No. 8 has been approved by all signatories except Watermaster.

Amendment No. 8 does not affect Watermaster's obligations and does not affect the payment of the annual administrative fee by MWD to Watermaster.

ATTACHMENTS

1. MWD Dry Year Yield Agreement and subsequent Amendments 1 – 7 (due to its size the document has been placed on Watermaster's FTP site in Meeting Packets and Agendas)
2. October 23, 2003 Watermaster Staff Report Recommending Approval of the DYY Agreement
3. Amendment No. 8 to MWD Dry Year Yield Agreement

ATTACHMENT 1

MWD Dry Year Yield Agreement and subsequent Amendments 1 – 7

NOTE: Due to its size the document has been placed on Watermaster's FTP site in Meeting Packets and Agendas.

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Minutes
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING
October 23, 2003

The Watermaster Board Meeting was held at the offices of Inland Empire Utilities Agency, 6075 Kimball Avenue, Chino, CA 91710 on October 23, 2003 at 1:00 p.m.

WATERMASTER BOARD MEMBERS PRESENT

Dennis Yates, Chair	City of Chino
Terry Catlin, Vice-Chair	Inland Empire Utilities Agency
Dan Rodriguez, Secretary	Appropriative Pool, City of Pomona
Vic Barrion	Non-Agricultural Pool, Reliant Energy, Etiwanda LLC
Paul Hofer	Agricultural Pool, Crops
Bob Kuhn	Three Valleys Municipal Water District
Geoffrey Vanden Heuvel	Agricultural Pool, Dairy
Michael Whitehead	Appropriative Pool, Nicholson Trust
Donald Schroeder	Western Municipal Water District

Appropriative Pool Members Present

Mark Kinsey	Monte Vista Water District
Ken Jeske	City of Ontario
Henry Pepper	City of Pomona
Dave Crosley	City of Chino
Raul Garibay	City of Pomona

Watermaster Staff Present

John Rossi	Chief Executive Officer
Sheri Rojo	Finance Manager
Danielle Maurizio	Senior Engineer
Sherri Lynne Molino	Recording Secretary

Watermaster Consultants Present

Andy Malone	Wildermuth Environmental, Inc.
Joe LeClaire	Wildermuth Environmental, Inc.
Scott Salter	Hatch & Parent

Others Present

Diane Sanchez	State Department of Water Resources
R. Pete Hall	State of California Institute for Men
Garry Cohoe	City of Chino Hills

The Board meeting was called to order by Chair Yates at 1:06 p.m., followed by the flag salute.

PUBLIC COMMENTS

None

PRESENTATION FOR MARY STAULA'S RETIREMENT

Chair Yates, read a commendation and then presented Ms. Staula with a plaque. Chair Yates commended Mary on her outstanding years of dedication and service, and expressed how she would be

greatly missed. Ms. Staula thanked everyone for the beautiful plaque and commented on how ironic it was that when she was originally hired it was for Inland Empire Utilities Agency and now she has come full circle and is commemorating her retirement at Inland Empire Utilities Agency. Ms. Staula expressed appreciation for the friendships she had built and for all the amazing years she had spent working with so many wonderful people. She thanked everyone and wished the Watermaster Board and present attendees best regards for the future.

AGENDA - ADDITIONS/REORDER

Pulled Item E for Board Member discussion.

I. CONSENT CALENDAR

A. MINUTES

1. Advisory Committee
Meeting of the Advisory Committee meeting held August 28, 2003
Meeting of the Advisory Committee meeting held September 25, 2003
2. Watermaster Board
Meeting of the Watermaster Board meeting held September 25, 2003

B. FINANCIAL REPORT

1. Cash Disbursements for the month of September 2003
2. Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2003 through July 31, 2003
Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2003 through August 31, 2003
3. Treasurer's Report of Financial Affairs for July 1, 2003 through July 31, 2003
Treasurer's Report of Financial Affairs for August 1, 2003 through August 31, 2003
4. Profit & Loss Budget vs. Actual July 2003
Profit & Loss Budget vs. Actual August 2003

C. CONSIDER SOUTHERN CALIFORNIA WATER COMMITTEE MEMBERSHIP

Staff recommends that the Advisory Committee and Board authorize staff to enroll the Chino Basin Watermaster as a member of the Southern California Water Committee.

D. DRY YEAR YIELD OPERATING PLAN FOR FISCAL 2003/2004

The pools unanimously recommend approval of the FY 2003/04 Conjunctive Use Operation Plan.

Motion by Vanden Heuvel, second by Catlin, and by unanimous vote

Moved to approve Consent Calendar, items A through D as presented

E. CONSIDER APPROVAL OF MWD/IEUA GROUNDWATER STORAGE ACCOUNT

The pools unanimously recommend approval of the MWD/IEUA Groundwater Storage Account for the Dry Year Yield Program.

Motion by Schroeder, second by Kuhn, and by unanimous vote

Moved to approve Consent Calendar, as amended with revision of verbiage for item E to approve the MWD/IEUA groundwater storage account conditional upon the annual approval by the Chino Basin Watermaster of the annual Dry Year Yield Operating Plan.

II. BUSINESS ITEMS - POSSIBLE ACTION

A. REQUEST FROM CITY OF CHINO (FORM 7) FOR CREDIT AGAINST OBMP ASSESSMENTS

Mr. Rossi discussed this item and informed those in attendance that following the pool meetings on October 9, 2003, staff received direction from the pools to begin an analysis of the City of Chino's request for further consideration for assessment credit by Watermaster. Discussion ensued regarding Form 7 and the question of whether or not agencies can file for reimbursement or credit reducing annual assessments. A comment was made with regard to the City of Pomona's assessment for credit and noted this credit was actually negotiated during the formulation of the Peace Agreement. Consideration whether the City of Pomona had set some sort of precedence will be investigated and brought back to the Committee and Board members. Once a final decision is made on criteria and financial outcome that Form 7 will be a great incentive for projects and Watermaster needs to encourage these types of endeavors. Development of objective criteria needs to be completed in order to proceed. With those notations, it was commented that Mark Wildermuth of Wildermuth Environmental will be requested to develop formal criteria for policy development on this issue and Chino Basin Watermaster will analyze potential budget impacts. Lastly, Watermaster needs to evaluate funding worthy projects on on going bases. A request was made that both written as well as verbal communications be documented and on hand when brought back to the Board for further consideration on how to proceed.

III. REPORTS/UPDATES**A. WATERMASTER GENERAL LEGAL COUNSEL REPORT**

1. Counsel Slater distributed the draft for Notice of Motion to Continue October 30, 2003 workshop re MZ1 interim subsidence plan. Counsel Slater commented that Mr. Scalmanini although very pleased with the progress of the MZ1 committee recommended the workshop be rescheduled sequentially to allow further data to be formulated.
2. Counsel Slater reported on the extension filed for the Chino Land & Water lawsuit. He noted the extension was granted until October 24, 2003. Counsel Slater commented when the draft was complete counsel would forward the draft to the Chino Basin Watermaster for distribution. No hearing date has been presently set for this case and as a result, Watermaster has postponed filing an Amicus Brief, although will proceed once the case is settled.

B. CEO REPORT/UPDATES

1. Update regarding MZ1 Technical Committee Meeting of Wednesday September 24, 2003
Mr. Malone made a presentation on the findings and progress of analysis for the MZ1 Interim Monitoring Program. He described the collection of groundwater levels, INSAR mapping, and Aquifer System Monitoring. Mr. Malone commented on the Aquifer System Monitoring and how it is providing aquifer data as it relates to pumping within the basin. Mr. Malone acknowledged with recent gathered data Wildermuth Environmental will be able to complete a long term plan for MZ1. Mr. Malone invited all interested parties to attend the next MZ1 Technical Committee Meeting on November 19, 2003 at 9:00 a.m. at Chino Basin Watermaster offices.
2. Update regarding Water Quality Committee Meeting of Wednesday September 24, 2003
Mr. Rossi mentioned that the next Water Quality meeting would be held on November 12, 2003 at 2:00 p.m. at the Chino Basin Watermaster offices. Dr. LeClaire of Wildermuth Environmental stated the Water Quality Committee meets for the purpose of reviewing water quality issues. Dr. LeClaire gave a PowerPoint presentation that focused on the following, a) Locate the leading edge of the total dissolved solids / total organic carbon/volatile organic chemicals created by the Kaiser Steel, b) Identify the potential sources of perchlorate throughout the basin, c) Identify the source(s) of VOC anomaly located south of the Ontario Airport and north of the Chino-1 Desalter well field and,

d) Identify source(s) of the Chino Airport VOC plume. It was noted the Regional Water Quality Control (Regional Board) has identified a Potential Responsible Party (PRP) and a groundwater investigation to better characterize the plume prior to mitigation that is already underway. Watermaster is tracking the progress of this investigation. Dr. LeClaire stressed that the goal of these water quality investigations is to compile enough evidence for the Regional Board to issue Investigation Orders to the PRP's. This will facilitate the regulatory process, while shifting the majority of the investigation/cleanup cost burden to the PRPs.

Mr. Rossi referred to letter dated September 26, 2003, to the Metropolitan Water District of Southern California and their current surplus of funds and their process of determining how to best use the funds for Perchlorate contamination issues.

Mr. Rossi commented on the Environmental Data Resource Management Company and received comment requesting more concise information on what the company is looking for as far as resources and staff to continue background research to locate PRP's and start producing orders.

3. Discuss holiday meeting schedules

Mr. Rossi noted the Advisory Committee and Watermaster Board meetings will be held one week early on November 20, 2003 instead of November 27, 2003. He commented the Pool meetings are scheduled for November 13, 2003 and that the November meetings will be held at the Chino Basin Watermaster offices as planned.

C. ASSOCIATION OF GROUNDWATER AGENCIES

1. Minutes for the meeting held September 15, 2003

Mr. Rossi noted the minutes of the Association of Ground Water Agencies (AGWA) were attached for review.

2. Agenda to be held October 20, 2003

Attached – No comment made.

D. OTHER AGENCY REPORTS

None

E. INFORMATION

1. MWD Rialto Pipeline "Planned Shutdown" for January 12-16, 2004

Mr. Rossi commented on the current schedule and referred to this shutdown as planned maintenance.

2. Water Desalination Task Force

Mr. Rossi briefly commented on the May – September 2003 California Water Desalination Task Force findings and Recommendations. Discussion ensued on desalters and their relevance to water demands and the recent field investigations on reevaluating the current desalter's production.

IV. BOARD MEMBER COMMENTS

Dialogue on Perchlorate standards ensued and it was stated the need to better inform legislative personnel on Perchlorate issues. The idea of a workshop on Perchlorate was addressed in order to have a tool to inform people of this important matter. Exploration on a workshop will continue and will be brought back to the Committees for consideration. Chair Yates informed the Board that he would be attending the Southern California Water Meeting in Washington DC regarding contamination issues and would bring back information on discussed topics.

V. OTHER BUSINESS

No comment.

VI. FUTURE MEETINGS AND EVENTS

November 12, 2003	9:00 a.m.	MZ1 Technical Committee Meeting
November 13, 2003	1:00 p.m.	Appropriative & Non-Agricultural Pool Meeting
	3:00 p.m.	Agricultural Pool Meeting
November 19, 2003	2:00 p.m.	Water Quality Committee Meeting
November 20, 2003	10:00 a.m.	Advisory Committee Meeting
	1:00 p.m.	Watermaster Board Meeting

Note: All meetings will be held at the Watermaster offices, 9641 San Bernardino Road, Rancho Cucamonga, California (909) 484-3888

Chair Yates adjourned the meeting at 2:15 p.m.

Secretary

Minutes Approved: November 20, 2003

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CHINO BASIN WATERMASTER

8632 Archibald Avenue, Suite 109, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

JOHN V. ROSSI
Chief Executive Officer

STAFF REPORT

DATE: October 23, 2003
TO: Committee Members
Watermaster Board Members
SUBJECT: Dry Year Yield Operating Plan For Fiscal 2003/2004

SUMMARY

Issue - Approve Initial Operating Plan for Chino Basin MWD Conjunctive Use Program

Recommendation - The pools unanimously recommend that the Advisory Committee and Watermaster Board approve the Initial Operating Plan for Chino Basin MWD Conjunctive Use Program

Fiscal Impact - Approval of Operating plan has no impact on the Watermaster budget.

BACKGROUND

As part of the new MWD Groundwater Storage Program, Dry Year Yield Project, the Watermaster approves the Annual Operating Plan. The plan is to outline proposed deliveries for fiscal 2003/2004. The attached draft operating plan details deliveries by connection for the MZ1 6,500 acre-foot program, the in-lieu deliveries for the Dry Year Yield Program, and estimated deliveries for the replenishment obligation for last year.

MWD has an abundance of State Project water and is encouraging deliveries into the winter, at which time determinations will be made for springtime deliveries. The approval of the operating plan will allow for in-lieu deliveries into MWD's storage account. The Advisory Committee and the Watermaster Board will be considering final approval of the related storage account at this month's meetings. Staff would like to have the operating plan approval considered concurrently in order that those agencies wishing to begin in-lieu deliveries will be able to proceed.

The initial plan is subject to change as water is available and agency needs change. As of the writing of this staff report, agencies are still finalizing their initial estimates of desired deliveries. A final draft plan will be handed out at the meetings.

A preliminary breakdown of the proposed in-lieu allocation by agency for the Dry Year Yield Program is as follows:

Pomona	1,316 AF
Monte Vista Water District	2,608 AF
Chino	1,500 AF

Upland	1,975 AF
Chino Hills	1,500 AF
Cucamonga Co Water District	6,330 AF
Ontario	5,314 AF
Jurupa CSD	1,316 AF
Fontana WC	1,140 AF

Agencies are not obligated to take these deliveries, but amounts are estimated based on the percentage of shift performance obligations as previously determined by the participating agencies. Final deliveries are expected to differ. Jurupa CSD and the Fontana Water Company deliveries are contingent upon finalization of retail agreements with IEUA.

The pools took unanimous action to recommend that the Advisory Committee and Board consider approval of the FY 2003/04 Conjunctive Use Operating Plan.

**AMENDMENT NO. 8
TO
GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960**

BY AND AMONG

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

INLAND EMPIRE UTILITIES AGENCY

AND

THREE VALLEYS MUNICIPAL WATER DISTRICT

AND

CHINO BASIN WATERMASTER

DATED AS OF _____, 2014

**AMENDMENT NO. 8 TO GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960**

THIS AMENDMENT NO. 8 TO GROUNDWATER STORAGE PROGRAM FUNDING AGREEMENT NO. 49960 (this "Amendment No. 8"), dated as of _____, 2014, is entered into by and among **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA** ("Metropolitan"), a public entity of the State of California, **INLAND EMPIRE UTILITIES AGENCY**, a municipal water district of the State of California ("IEUA"), **THREE VALLEYS MUNICIPAL WATER DISTRICT**, a municipal water district of the State of California ("TVMWD") and **CHINO BASIN WATERMASTER**, an entity established by the Superior Court of the State of California to administer and enforce the Chino Groundwater Basin Judgment ("**Watermaster**"). Hereafter, Metropolitan, IEUA, TVMWD and Watermaster may be referred to collectively as "Parties."

RECITALS

A. In June 2003, the Parties entered into an agreement titled, "Agreement No. 49960 Groundwater Program Storage Funding Agreement" ("**Agreement**") pursuant to which Metropolitan has stored water in the Chino Basin.

B. By April 2008, over 88,000 acre-feet were stored in the Metropolitan Storage Account pursuant to the terms of the Agreement. Metropolitan subsequently made three calls for production of stored water from 2008 through 2011. Based upon the storage and extraction experience of the Parties, the Parties now wish to make adjustments to the Agreement to improve and clarify measurement of storage and extraction from the Metropolitan Storage Account, to clarify how performance of calls will be evaluated, and to revise administrative milestones and make miscellaneous updates.

C. This Amendment No. 8 makes adjustments to the provisions within the Agreement, revises Exhibit F, and deletes and replaces the provisions of Exhibit G to the Agreement.

D. The Operating Committee's current version of Exhibit H (Description of Program Facilities and Operating Parties) is also attached to this Amendment No. 8.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties hereby agree as follows:

AMENDMENT

1. Section IV.A.2.a. is revised to read as follows:

a. Storage. Water can be stored in the following ways: (1) spreading, (2) injection, (3) in-lieu deliveries (pursuant to the administration procedures described in Exhibit G) and transfer from existing Metropolitan storage accounts consistent with the Chino Basin Judgment.

Metropolitan can store water in the Chino Basin at a rate of 25,000 AF per year, unless a greater amount is approved by the Watermaster.

2. Section VI.A.2. is revised to read as follows:

The Operating Committee shall meet:

- a. As reasonably often as necessary to implement operations and take other needed action pursuant to this Agreement. Such tasks will include preparation of Operating Committee's certification to Watermaster regarding monthly storage achieved utilizing methodology specified in Exhibits F (Accounting Methodology) and G (Performance Criteria);
- b. Within thirty days after the execution of this Agreement; and thereafter in years that Metropolitan requests to store or extract water within sixty days of Metropolitan's request develop Program Annual Operating Plan for the subsequent year; and
- c. By June 30 of each year review prior fiscal year performance for storage and/or extraction in conformance with the Annual Operating Plan and Exhibit G, Performance Criteria; review need for adjustments to Electrical Costs and Operation and Maintenance Costs for prior fiscal year; and for assessment of per-acre-foot Electrical Costs and Operation and Maintenance Costs to be paid by Metropolitan.

3. Sections VI.A.4.a. and d. are revised to read as follows:

- a. Properly account for the amounts of all water stored and extracted and submit a report of these amounts achieved for the Metropolitan Storage Account to Watermaster and Metropolitan on a monthly basis but not more than two months in arrears. Any adjustments to the monthly submittals shall be submitted to the Watermaster and to Metropolitan in a timely manner for consideration in the preparation of the Watermaster's annual assessment package. Within one year following the end of the fiscal year, an annual reconciliation shall be performed of storage and extraction.
- d. Prepare and deliver to the Parties, on or before June 30 of each year, a written annual report outlining the Operating Committee's actions during the prior fiscal year (the "**Operating Committee Annual Report.**")

4. Section VI.C.1.e. is revised as follows:

- e. Watermaster shall obtain from Operating Committee on a monthly basis its report of the amount of storage achieved using the methodology specified in Section VII(B) and Exhibits F and G of this Agreement.

5. Section VII.A.4. is revised to read as follows:

4. The quantity of any Program Water delivered to the Metropolitan Storage Account in any given month shall be determined in accordance with the accounting methodology set forth in Exhibits F and G.

6. Section XIII.B. is revised to read as follows:

1. Should IEUA or TVMWD, each acting through agreement with its respective Operating Parties, fail to fully perform in accordance with Exhibit G in response to a call from Metropolitan that has been approved by the Watermaster, and upon a determination by the Operating Committee that full performance could and should have occurred, then Metropolitan shall invoice to IEUA or to TVMWD, as appropriate, water delivered equal to the quantity in acre-feet of non-performance at two times the Tier 2 full service water rate (or its equivalent, as determined by Metropolitan in its reasonable discretion) currently then in effect (“**Nonperformance Penalty**”). The parties and the Operating Parties have expressly agreed on the conditions that qualify for a waiver of non-performance penalties under section 2, below, as set forth in Exhibit G.

2. Should the Operating Committee in its review of incomplete performance, as specified in paragraph B (1) above, determine that unanticipated operational or water quality considerations precluded full performance, the Operating Committee shall not recommend to Metropolitan that the Nonperformance Penalty be assessed. In such case, IEUA or TVMWD, whichever is the responsible Member Agency, shall work with the nonperforming Operating Party to promptly set out a mutually agreeable course of action and schedule to correct the deficiency and present such to the Operating Committee for its concurrence. Future nonperformance outside of the agreed-upon schedule (provided that the Operating Committee has concurred with such schedule) would be subject to the Nonperformance Penalty.

7. Section XV.H. is revised to read as follows:

H. Notice

Formal written notices, demands, correspondence and communications between the Parties authorized by this Agreement shall be sufficiently given if personally served or dispatched by registered or certified mail, first-class, postage prepaid, return receipt requested, to the Parties as follows:

To IEUA:
Inland Empire Utilities Agency
General Manager
6075 Kimball Avenue
Chino, CA 91708

To TVMWD:
Three Valleys Municipal Water District
General Manager
1021 E. Miramar Avenue
Claremont, CA 91711

To Watermaster:
Chino Basin Watermaster
General Manager
9641 San Bernardino Road,
Rancho Cucamonga, CA 91730

To Metropolitan:
The Metropolitan Water District
of Southern California
General Manager
700 No. Alameda Street
Los Angeles, California 90012

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either Party may, from time to time, reasonably designate by mail as provided in this Section. Notice shall be deemed given when received by mail or when personally served.

8. Exhibit F is revised as attached at the end of this Amendment No. 8.
9. Exhibit G is deleted and replaced. Replacement Exhibit G is attached at the end of this Amendment No. 8.
10. The Operating Committee's current version of Exhibit H (Description of Program Facilities and Operating Parties) is also attached to this Amendment No. 8 for reference only. No changes are made to this Exhibit with this Amendment No. 8.
11. Except as, and to the extent specifically and expressly modified by this Amendment No. 8, the Agreement is, and shall continue to be, in full force and effect. This Amendment does not constitute a waiver of any provisions, terms or conditions of the Agreement or of any failure to comply with such provisions, terms or conditions.
12. This Amendment No. 8 may be executed in multiple counterparts, all of which together shall constitute a single, integrated amendment to the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 8 to be executed as of the date first set forth above.

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

By: _____
Jeffrey Kightlinger
General Manager

Date: _____

**APPROVED AS TO FORM:
Marcia Scully, General Counsel**

By: _____
Catherine M. Stiles
Senior Deputy General Counsel

Date: 7/23/14

INLAND EMPIRE UTILITIES AGENCY

By: _____
Joseph Grindstaff
General Manager

Date: _____

APPROVED AS TO FORM:

By: _____
General Counsel

Date: _____

**THREE VALLEYS MUNICIPAL WATER
DISTRICT**

By: _____
Richard W. Hansen
General Manager/Chief Engineer

Date: _____

APPROVED AS TO FORM:

By: _____
Steve Kennedy
District Counsel

Date: _____

CHINO BASIN WATERMASTER

By: _____
Peter Kavounas
General Manager

Date: _____

APPROVED AS TO FORM:

By: _____
General Counsel

Date: _____

ACCOUNTING METHODOLOGY

Annual Operating Plan

Commencing upon the Effective Date of this Agreement and thereafter prior to the beginning of each fiscal year, the Operating Committee will develop an Annual Operating Plan to forecast IEUA's and TVMWD's operations for the coming year in terms of groundwater production and imported water delivery absent the Program, as well as intended storage through in-lieu deliveries, injection and direct spreading, and extraction. Deliveries to the Metropolitan Storage Account through in-lieu deliveries, injection, or direct spreading will be determined using methodologies detailed in this Exhibit F.

The Annual Operating Plan must reflect IEUA's and TVMWD's monthly operations in terms of groundwater production and imported water deliveries absent the Program. If water is to be stored through direct injection or spreading or in-lieu deliveries, the Annual Operating Plan must indicate the months when the deliveries to the Chino Basin are expected to occur. If water is to be extracted, the operating schedule must reflect the amount of imported water that will be delivered from the Metropolitan Storage Account each month.

Upon call by Metropolitan for storage or extraction, the Operating Committee shall prepare a revision to the Annual Operating Plan for submission to Metropolitan, IEUA, TVMWD, and Watermaster, which would indicate the revised monthly storage or extraction amounts for the Metropolitan Storage Account. Metropolitan shall invoice for extracted Stored Water Delivery on a monthly basis at the firm water rate minus pumping and Operations and Maintenance Costs, according to the revised Annual Operating Plan. Any adjustments to the quantities billed shall be made during the year-end reconciliation.

Calculation of Storage and Extraction

IEUA and TVMWD shall account for all water stored and extracted in the Chino Basin by their respective subagencies and each submit its certification of these total amounts and the subset of these amounts achieved for the Metropolitan Storage Account. IEUA and TVMWD shall each submit this certification to Metropolitan and the Watermaster on a monthly basis. At the end of each fiscal year, IEUA and TVMWD shall perform an annual assessment of total storage and extraction and the subset achieved for the Metropolitan Storage Account. Any adjustments to the monthly submittals shall be provided by IEUA to Metropolitan and to the Watermaster in a timely manner for consideration in the preparation of the Watermaster's annual report.

All accounting for the Metropolitan Storage Account shall conform to the following unless otherwise agreed by Metropolitan, IEUA, TVMWD, and Watermaster:

a. Initial storage balance upon execution of this Agreement shall be consistent with Exhibit E “Procedure for Initial Calculation of Metropolitan Storage Account”. This initial storage balance is firm water to be billed at the rate designated in Exhibit E upon its extraction. This water, when extracted, shall be part of IEUA’s firm water allocation pursuant to the rate structure. This water shall be first in, and first out of the Metropolitan Storage Account.

b. All other water delivered to the Metropolitan Storage Account shall be “new wet-water storage” to the Chino Basin, and not accomplished through an accounting transfer of pre-existing storage. New storage is achieved through demonstrated in-lieu delivery spreading, or injection of imported water supplied by Metropolitan.

c. Monthly amounts certified by IEUA or TVMWD as in-lieu storage shall meet criteria specified in Exhibit G.

The Operating Committee shall perform an annual reconciliation of Metropolitan and IEUA’s and TVMWD’s records with the Watermaster report with respect to total storage and/or extraction from the Metropolitan Storage Account and Metropolitan’s water billing inclusive of credits for the Operation and Maintenance Costs and Electrical Costs, and prepare any needed paperwork for adjustments to the billing.

Exhibit G

Chino Basin Conjunctive Use Program (CUP) "Dry Year" Storage Project Performance Criteria

The intent of the below Performance Criteria is to allow Metropolitan to reduce imported water deliveries to the Operating Parties and replace it with stored Chino Basin groundwater, making available additional imported water supply for delivery to other Metropolitan member agencies.

Performance

Metropolitan may, on thirty (30) days' notice, require Program Agency to meet the objectives of the project as follows:

- 1) During the next 12 month period, IEUA and TVMWD through their agreements with Operating Parties will cause a reduction of imported water deliveries by 33,000 AF (+/- 10 percent), at the service connection, from the Imported Water Baseline.
- 2) At no time shall a Metropolitan call result in a reduction in imported water deliveries below 40,000 AF. As long as the imported water deliveries by the Operating Parties total less than or equal to 40,000 AF, performance will have been met.
- 3) If a Metropolitan CUP call is made during implementation of Metropolitan's Water Supply Allocation Plan (WSAP), the amount of the CUP call shall be adjusted for the purposes of the WSAP performance, such that the 40,000 AF performance objective for CUP is met. The Operating Parties will still be expected to comply with all provisions of the WSAP. For purposes of the CUP, the full call amount (without adjustment for WSAP performance) would be deducted from the Storage Account and billed for by Metropolitan.
- 4) Metropolitan will pay O&M, Power and Treatment credits only on Chino groundwater production over the Chino Groundwater Baseline.
- 5) Metropolitan will bill for, and the Storage Account will be reduced by 33,000 AF.
- 6) If Performance Criteria is not met, the Penalty Rate will be applied on any unmet reduction of imported water delivery at the service connection.
- 7) A partial call will be addressed through a pro rata performance.
- 8) Any Chino Basin Groundwater produced above the Chino Groundwater Baseline but below the 33,000 AF call amount will be moved to the Operating Parties' supplemental storage accounts.

Chino Groundwater Baseline

For the purposes of Performance, an Operating Party's Chino Groundwater Baseline shall be set at the beginning of the performance period as the lesser of the following:

- 1) The average physical production adjusted upward for in-lieu CUP storage and downward for CUP extraction certified by Chino Basin Watermaster in the three (3) previous years beginning with the prior fiscal year (i.e. the baseline for a call during fiscal year 2014-15 would average years 2010-11, 2011-12 and 2012-13 and would not include 2013-14) ; or,
- 2) The average sum of the Operating Safe Yield and Net Ag Re-Allocation pumping rights, as reported in columns titled "Assigned Share of Operating Safe Yield" and "Net Ag Pool Reallocation" of the table titled "Pool 3 Water Production Summary," of the Chino Basin

Watermaster Annual Report or Annual Assessment Package, less any rights utilized to meet Chino Basin Desalter replenishment obligations, as shown in the Chino Basin Watermaster Annual Report or Annual Assessment Package, in the three (3) previous years beginning with the prior fiscal year.

Imported Water Baseline

The Imported Baseline shall be equal to the average imported water deliveries in the three (3) previous years beginning with the prior fiscal year. The imported water deliveries in each year is adjusted downward for in-lieu CUP storage and adjusted upward for CUP extraction.

In-Lieu Storage Guidelines

For in-lieu storage, the following criteria shall apply:

- 1) Certification of in-lieu CUP storage by an Operating Party shall be the lesser of the following:
 - a. Decrease in Chino groundwater production relative to the Chino Groundwater Baseline; or
 - b. Increase in imported water deliveries to the Operating Parties above the Imported Water Baseline by at least the certified amount. In the event that the increase in imported water deliveries is less than the decrease in Chino Basin groundwater production, the certified amount shall be equal to the increase in imported water deliveries.
- 2) Participation in in-lieu storage is optional. Therefore, in-lieu storage is based upon individual Operating Party performance.
- 3) No Operating Party may certify in-lieu storage during any fiscal year in which that Operating Party incurs a replenishment obligation.

Operating Committee

Baseline Adjustments

The Operating Committee may mutually agree to adjust the Chino Groundwater Baseline or the Imported Water Baseline to account for changed conditions. The Operating Committee may adjust the baselines due to factors such as new production wells, wells taken out of service, planned outages that would significantly affect ability to deliver supplies, significant retail conservation, and/or dramatic increase in local supplies (recycled water, desalted groundwater, etc.). Increases or decreases in total demand shall not result in a baseline adjustment unless it can be shown that the change is a result of significant retail conservation. Normal demand variations due to hydrologic or economic factors are not eligible for baseline adjustments. Any request for baseline adjustment must accompany sufficient documentation to allow the Operating Committee to evaluate the request. All baseline adjustment requests must be submitted before the storage/call year with the Annual Operating Plan.

Performance Targets

The Operating Committee may mutually agree to modify performance targets due to severe and unexpected conditions. It should be generally agreed that additional use and production of all local supplies available to the Operating Parties should not be restricted or cause IEUA, TVMWD or the Operating Parties to be out of compliance of a performance target. The Operating Committee may agree to adjust the imported water performance target due to severe and unexpected conditions, such as but not limited to the following:

- a. Significant loss in total local supply capacity (groundwater, desalter and recycled); and/or OR
- b. Significant increase in total demand.
- c.

Any adjustment related to the performance targets does not apply to the requirements for receiving O&M, Power and Treatment credits or the amount deducted from the storage account. The full call amount would be deducted from the storage account and billed by Metropolitan regardless of any performance adjustment. Detailed documentation of the severe and unexpected conditions must be provided to allow the Operating Committee to evaluate the request.

Examples

The following examples demonstrate situations where non-performance penalties may be waived pursuant to Section XIII.B. of the Agreement.

Example 1 - Base Example

Call Amount	33,000 AF
Baseline Service Connection Deliveries	70,000 AF
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	30,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	15,000 AF

Performance is met because the actual service connection deliveries were equal to 40,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 2 – Increase in Local Supply Capacity

Call Amount		33,000 AF
Baseline Service Connection Deliveries	(-5,000AF)	65,000 AF
Call Year Service Connection Deliveries		<u>35,000 AF</u>
Reduction at Service Connection		30,000 AF
Baseline Groundwater Production (+5,000AF)		85,000 AF
Call Year Groundwater Production		<u>100,000 AF</u>
Increase in Groundwater Production		15,000 AF

*In this example, Agency A increases its local supply capacity by expanding a treatment plant by 5,000 AF. This would allow Agency A to increase its production. As a result, the Operating Committee agreed to increase the Baseline Groundwater Production by 5,000 AF and decrease the Imported Water Baseline by 5,000 AF.

Performance is met because the actual service connection deliveries reduction was 30,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 3-- Reduced Demands (-5,000 AF)

Call Amount	33,000 AF
Baseline Service Connection Deliveries (-3,000 AF)	67,000 AF
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	27,000 AF
Baseline Groundwater Production (-2,000 AF)	78,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	17,000 AF

*In this example, the Operating Committee determined that the installation of ultra-low flow toilets in Agency A's service area would result in a demand reduction of 5,000 AF. This reduction was expected to change both the imported and groundwater baselines. As a result, Agency A's imported water baseline was adjusted down by 3,000 AF and the groundwater baseline was adjusted down by 2,000 AF by the Operating Committee.

Performance is met because the actual service connection deliveries were 40,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 17,000 AF and the remaining 16,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 4 – Loss of Local Supply with Groundwater Baseline Adjustment of -5,000 AF and Imported Water +5,000 AF*

Call Amount	33,000 AF
Adjusted Baseline Service Connection Deliveries (+5,000 AF)	75,000 AF
Call Year Service Connection Deliveries	<u>45,000 AF</u>
Reduction at Service Connection	30,000 AF
Adjusted Baseline Groundwater Production (-5,000 AF)	75,000 AF
Call Year Groundwater Production	<u>90,000 AF</u>
Increase in Groundwater Production	15,000 AF

*In this example, Agency A has had six wells go out of service permanently. It will take at least 12 months to drill new wells. As a result of the outage, Agency A's total well capacity has been reduced by 5,000 AF. The Operating Committee agrees to a 5,000 AF baseline reduction on ground water and increase baseline imported water deliveries by 5,000 AF.

Performance is met because the actual service connection deliveries were reduced by 30,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are

given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 5 – Water Supply Allocation Overlap

Call Amount	33,000 AF
WSAP Level 2	10%
Baseline Service Connection Deliveries	60,000 AF
WSAP Adjusted Baseline Service Connection Deliveries	55,000 AF *
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	15,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>100,000 AF</u>
Increase in Groundwater Production	20,000 AF

**For illustrative purposes only.*

Level 2 WSAP = (Total Demand – Local Supplies) x 90% + Adjustments

Performance is met for CUP because the actual service connection deliveries were equal to 40,000 AF. 33,000 AF is billed for and deducted from account. Power and O&M credits are given on 20,000 AF and the remaining 13,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts. For the WSAP, it is assumed that the adjusted call amount is 15,000 AF.

Example 6 – 10 Percent Performance Range

Call amount	33,000 AF
Baseline Service Connection Deliveries	80,000 AF
Call Year Service Connection Deliveries	<u>50,000 AF</u>
Reduction at Service Connection	30,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>100,000 AF</u>
Increase in Groundwater Production	20,000 AF

Performance is met because the Operating Parties reduced service connection deliveries by 30,000 AF, which is within +/- 10 percent of 33,000. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 20,000 AF and the remaining 13,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 7 – Non-Performance

Call amount	33,000 AF
Baseline Service Connection Deliveries	60,000 AF
Call Year Service Connection Deliveries	<u>45,000 AF</u>
Reduction at Service Connection	15,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	<u>15,000 AF</u>

Performance is **not** met. The actual service connection deliveries are greater than 40,000 and the reduction in service connection deliveries are less than 33,000 +/- 10 percent. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts. 5,000 AF is billed at the Penalty Rate of 2x Tier 2.

Example 8 – “Agency A” In-lieu Storage

Baseline Service Connection Deliveries	15,000 AF
Storage Year Service Connection Deliveries	<u>20,000 AF</u>
Increase at Service Connection	<u>5,000 AF</u>
Baseline Groundwater Production	20,000 AF
Storage Year Groundwater Production	<u>10,000 AF</u>
Decrease in Groundwater Production	10,000 AF

In this example, “Agency A” would be eligible for 5,000 AF of in-lieu storage. The increase in service connection deliveries (5,000 AF) are less than the decrease in groundwater production (10,000 AF).

DESCRIPTION OF PROGRAM FACILITIES & OPERATING PARTIES

Ion Exchange Nitrate Removal Facility	Capacity (in AFY)	Funding Allocation	Project Name & Location
City of Pomona	2,000	\$1,700,000.00	Anion Exchange Nitrate Removal Facility Upgrade and Expansion Project, Located @ First & San Lorenzo
Monte Vista County Water District	1,544	\$1,428,200.00	Well 33, Located @ Palo Verde & Benson
City of Chino	1,159	\$1,072,043.00	
City of Upland	3,001	\$2,776,064.00	Plant No. 12 Ion Exchange Facility, Located @ Ninth & Mountain
City of Chino Hills	1,448	\$1,338,938.00	Pellisier Well (Well #20), Located @ Chino Hills Pkwy & Ramona
City of Ontario	1,544	\$1,428,200.00	Well 52/Well 44, Located @ Cucamonga & 4th
Jurupa Community Services District	2,000	\$1,494,000.00	Roger D. Teagarden Ion Exchange Water Treatment Plant, Located @ Etiwanda & 60 Freeway
IEUA Brine Line	-	\$804,898.22	
Total Treatment Facilities Capacity:	12,696	\$12,042,343.22	
Well Facilities	Capacity (in AFY)	Funding Allocation	Project Name & Location
Monte Vista County Water District	2,419	\$1,572,581.00	Well 31, Located @ Monte Vista & Richton
Cucamonga County Water District	11,353	\$8,395,433.00	Wells # 39 - 42, 2 Additional Wells 44 & 45 were Added in place of the Ion Exchange, Well 43 submitted for replacement of 44 & 45, Located @ East Ave. & I-15; Cleveland & 7th ; (9591 & 9673 San Bernardino Road ; Gun Grove)
City of Ontario	6,532	\$4,245,968.00	Wells # 45, 46 ,& 47, Located @ Campus & E St., 8th St., & Concourse Ave.
Total Well Capacity:	20,304	\$14,213,982.00	
Total Extraction Capacity (Treatment + Well Capacity):	33,000	\$26,256,325.22	Note: \$1,243,674.78 used for environmental costs to bring total project cost to \$27.5 million.

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EXHIBIT 24

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – October 23, 2014

WITH

Mr. Robert "Bob" Craig – Chair

Mr. Steve Elie – Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

1. Minutes of the Watermaster Board meeting held September 25, 2014 *(Page 1)*

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of August 2014 *(Page 5)*
2. Watermaster VISA Check Detail for the month of August 2014 *(Page 19)*
3. Combining Schedule for the Period July 1, 2014 through August 31, 2014 *(Page 23)*
4. Treasurer's Report of Financial Affairs for the Period August 1, 2014 through August 31, 2014 *(Page 27)*
5. Budget vs. Actual Report for the Period July 1, 2014 through August 31, 2014 *(Page 31)*

C. AMENDMENT TO MWD DRY YEAR YIELD AGREEMENT *(Page 47)*

Approve Amendment No. 8 to the MWD Dry Year Yield Agreement and authorize the General Manager to execute the agreement.

II. BUSINESS ITEMS

A. PHYSICAL SOLUTION TRANSFER RATE SUBSTITUTION *(Page 75)*

Approve the proposed FY 2014/15 substitute Physical Solution Transfer rate, and approve Watermaster legal counsel's filing of motion for Court approval of the same.

B. SAFE YIELD RECALCULATION AND RESET (DISCUSSION ONLY) (Page 89)

Review staff's proposal as requested by the Board. If the Board desires, direct staff to prepare a pleading for review at the November 20, 2014 Board meeting.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. West Venture
2. Waters of the United States Rulemaking

B. CFO REPORT

None

C. ENGINEER REPORT

1. Proposition 1E Grant Transfer Support
2. Prado Basin Habitat Sustainability Program

D. GM REPORT

1. November Meeting Schedule

IV. INFORMATION

1. Cash Disbursements for September 2014 (Page 101)
2. 2014/15 First Interim Organization Performance Report (Page 111)

V. BOARD MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article 2.6 of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster committee meeting for the purpose of discussion and possible action.

VIII. FUTURE MEETINGS AT WATERMASTER

10/21/14	Tue	2:00 p.m.	Assessment Package Workshop
10/23/14	Thu	9:00 a.m.	Land Subsidence Committee
10/23/14	Thu	11:00 a.m.	Watermaster Board
10/28/14	Tue	9:00 a.m.	Groundwater Recharge Coordinating Committee (at CBWCD)
11/06/14	Thu	10:00 a.m.	Safe Yield Recalculation and Related Matters
11/13/14	Thu	9:00 a.m.	Appropriative Pool
11/13/14	Thu	11:00 a.m.	Non-Agricultural Pool
11/13/14	Thu	1:30 p.m.	Agricultural Pool
11/20/14	Thu	8:00 a.m.	Joint IEUA/CBWM Recharge Improvement Projects
11/20/14	Thu	9:00 a.m.	Advisory Committee
11/20/14	Thu	10:00 a.m.	Safe Yield Recalculation and Related Matters*
11/20/14	Thu	11:00 a.m.	Watermaster Board

ADJOURNMENT

*This meeting will take place immediately following the Advisory Committee meeting.

EXHIBIT 25

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

C. AMENDMENT TO MWD DRY YEAR YIELD AGREEMENT



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: October 23, 2014
TO: Board Members
SUBJECT: Amendment No. 8 to MWD Dry Year Yield Agreement

SUMMARY

Issue: Consideration of proposed Amendment No. 8 to the MWD Dry Year Yield Agreement

Recommendation: Approve Amendment No. 8 to the MWD Dry Year Yield Agreement and authorize the General Manager to execute the agreement.

Financial Impact: There is no financial impact to Chino Basin Watermaster as a result of the proposed amendment.

Future Consideration

Watermaster Board: October 23, 2014 Approval [Advisory Committee Approval Required]; authorize General Manager to execute [Normal Course of Business]

ACTIONS:

October 9, 2014 – Appropriative Pool – Unanimously recommended Advisory Committee approval of Amendment No. 8 to MWD Dry Year Yield Agreement

October 9, 2014 – Non-Agricultural Pool – Unanimously recommended Advisory Committee approval of Amendment No. 8 to MWD Dry Year Yield Agreement and to direct the Pool representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes which they deem appropriate

October 9, 2014 – Agricultural Pool – Unanimously recommended Advisory Committee approval of Amendment No. 8 to MWD Dry Year Yield Agreement

October 16, 2014 – Advisory Committee – Unanimously approved

October 23, 2014 – Watermaster Board –

BACKGROUND

The MWD Dry Year Yield Agreement (Agreement) is a groundwater storage program funding agreement wherein MWD agreed to provide funding for groundwater extraction and treatment facilities in Chino Basin in exchange for the right to store water in the Basin. The Agreement provides for storage by MWD of up to 25,000 acre-feet per year in the Chino Basin, provided that the total amount does not exceed 100,000 acre-feet maximum, unless approved by Chino Basin Watermaster. Water can be extracted at MWD's call at the rate of up to 33,000 acre-feet per year.

According to the Agreement, Watermaster has the obligation to maintain records of water storage and extraction, and report on the extraction capacity of the parties. For its efforts Watermaster receives an administrative fee from MWD, which is adjusted annually. In FY 2014/15 the fee is \$155,606.67.

Prior amendments to the Agreement pertain to the completion timing of facilities and changes in sources of funds (the Agreement and prior Amendments are included as Attachment 1.)

Signatories to the Agreement are: Metropolitan Water District of Southern California, Inland Empire Utilities Agency (IEUA), Three Valleys Municipal Water District, and Chino Basin Watermaster. Watermaster originally approved the Agreement in 2003 (Attachment 2.)

The Operating Parties under the Agreement are all parties to the Chino Basin Judgment: City of Chino, City of Chino Hills, City of Ontario, City of Pomona, City of Upland, Cucamonga Valley Water District, Monte Vista Water District, and Jurupa Community Services District. These parties have entered into Local Agency Agreements with IEUA for the implementation of the Agreement.

DISCUSSION

The proposed Amendment No. 8 (Attachment 3) makes adjustments to the provisions within the Agreement, revises Exhibit F (Accounting Methodology), and deletes and replaces the provisions of Exhibit G (Performance Criteria) to the Agreement. The Operating Parties have reviewed the proposed Amendment No. 8 and have approved amendments to the Local Agency Agreements with IEUA. At this time the proposed Amendment No. 8 has been approved by all signatories except Watermaster.

Amendment No. 8 does not affect Watermaster's obligations and does not affect the payment of the annual administrative fee by MWD to Watermaster.

ATTACHMENTS

1. MWD Dry Year Yield Agreement and subsequent Amendments 1 – 7 (due to its size the document has been placed on Watermaster's FTP site in Meeting Packets and Agendas)
2. October 23, 2003 Watermaster Staff Report Recommending Approval of the DYY Agreement
3. Amendment No. 8 to MWD Dry Year Yield Agreement

ATTACHMENT 1

MWD Dry Year Yield Agreement and subsequent Amendments 1 – 7

NOTE: Due to its size the document has been placed on Watermaster's FTP site in Meeting Packets and Agendas.

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ATTACHMENT 2

Minutes
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING
October 23, 2003

The Watermaster Board Meeting was held at the offices of Inland Empire Utilities Agency, 6075 Kimball Avenue, Chino, CA 91710 on October 23, 2003 at 1:00 p.m.

WATERMASTER BOARD MEMBERS PRESENT

Dennis Yates, Chair	City of Chino
Terry Catlin, Vice-Chair	Inland Empire Utilities Agency
Dan Rodriguez, Secretary	Appropriative Pool, City of Pomona
Vic Barrion	Non-Agricultural Pool, Reliant Energy, Etiwanda LLC
Paul Hofer	Agricultural Pool, Crops
Bob Kuhn	Three Valleys Municipal Water District
Geoffrey Vanden Heuvel	Agricultural Pool, Dairy
Michael Whitehead	Appropriative Pool, Nicholson Trust
Donald Schroeder	Western Municipal Water District

Appropriative Pool Members Present

Mark Kinsey	Monte Vista Water District
Ken Jeske	City of Ontario
Henry Pepper	City of Pomona
Dave Crosley	City of Chino
Raul Garibay	City of Pomona

Watermaster Staff Present

John Rossi	Chief Executive Officer
Sheri Rojo	Finance Manager
Danielle Maurizio	Senior Engineer
Sherri Lynne Molino	Recording Secretary

Watermaster Consultants Present

Andy Malone	Wildermuth Environmental, Inc.
Joe LeClaire	Wildermuth Environmental, Inc.
Scott Salter	Hatch & Parent

Others Present

Diane Sanchez	State Department of Water Resources
R. Pete Hall	State of California Institute for Men
Garry Cohoe	City of Chino Hills

The Board meeting was called to order by Chair Yates at 1:06 p.m., followed by the flag salute.

PUBLIC COMMENTS

None

PRESENTATION FOR MARY STAULA'S RETIREMENT

Chair Yates, read a commendation and then presented Ms. Staula with a plaque. Chair Yates commended Mary on her outstanding years of dedication and service, and expressed how she would be

greatly missed. Ms. Staula thanked everyone for the beautiful plaque and commented on how ironic it was that when she was originally hired it was for Inland Empire Utilities Agency and now she has come full circle and is commemorating her retirement at Inland Empire Utilities Agency. Ms. Staula expressed appreciation for the friendships she had built and for all the amazing years she had spent working with so many wonderful people. She thanked everyone and wished the Watermaster Board and present attendees best regards for the future.

AGENDA - ADDITIONS/REORDER

Pulled Item E for Board Member discussion.

I. CONSENT CALENDAR

A. MINUTES

1. Advisory Committee

Meeting of the Advisory Committee meeting held August 28, 2003

Meeting of the Advisory Committee meeting held September 25, 2003

2. Watermaster Board

Meeting of the Watermaster Board meeting held September 25, 2003

B. FINANCIAL REPORT

1. Cash Disbursements for the month of September 2003
2. Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2003 through July 31, 2003
Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2003 through August 31, 2003
3. Treasurer's Report of Financial Affairs for July 1, 2003 through July 31, 2003
Treasurer's Report of Financial Affairs for August 1, 2003 through August 31, 2003
4. Profit & Loss Budget vs. Actual July 2003
Profit & Loss Budget vs. Actual August 2003

C. CONSIDER SOUTHERN CALIFORNIA WATER COMMITTEE MEMBERSHIP

Staff recommends that the Advisory Committee and Board authorize staff to enroll the Chino Basin Watermaster as a member of the Southern California Water Committee.

D. DRY YEAR YIELD OPERATING PLAN FOR FISCAL 2003/2004

The pools unanimously recommend approval of the FY 2003/04 Conjunctive Use Operation Plan.

Motion by Vanden Heuvel, second by Catlin, and by unanimous vote

Moved to approve Consent Calendar, items A through D as presented

E. CONSIDER APPROVAL OF MWD/IEUA GROUNDWATER STORAGE ACCOUNT

The pools unanimously recommend approval of the MWD/IEUA Groundwater Storage Account for the Dry Year Yield Program.

Motion by Schroeder, second by Kuhn, and by unanimous vote

Moved to approve Consent Calendar, as amended with revision of verbiage for item E to approve the MWD/IEUA groundwater storage account conditional upon the annual approval by the Chino Basin Watermaster of the annual Dry Year Yield Operating Plan.

II. BUSINESS ITEMS - POSSIBLE ACTION

A. REQUEST FROM CITY OF CHINO (FORM 7) FOR CREDIT AGAINST OBMP ASSESSMENTS

Mr. Rossi discussed this item and informed those in attendance that following the pool meetings on October 9, 2003, staff received direction from the pools to begin an analysis of the City of Chino's request for further consideration for assessment credit by Watermaster. Discussion ensued regarding Form 7 and the question of whether or not agencies can file for reimbursement or credit reducing annual assessments. A comment was made with regard to the City of Pomona's assessment for credit and noted this credit was actually negotiated during the formulation of the Peace Agreement. Consideration whether the City of Pomona had set some sort of precedence will be investigated and brought back to the Committee and Board members. Once a final decision is made on criteria and financial outcome that Form 7 will be a great incentive for projects and Watermaster needs to encourage these types of endeavors. Development of objective criteria needs to be completed in order to proceed. With those notations, it was commented that Mark Wildermuth of Wildermuth Environmental will be requested to develop formal criteria for policy development on this issue and Chino Basin Watermaster will analyze potential budget impacts. Lastly, Watermaster needs to evaluate funding worthy projects on on going bases. A request was made that both written as well as verbal communications be documented and on hand when brought back to the Board for further consideration on how to proceed.

III. REPORTS/UPDATES**A. WATERMASTER GENERAL LEGAL COUNSEL REPORT**

1. Counsel Slater distributed the draft for Notice of Motion to Continue October 30, 2003 workshop re MZ1 interim subsidence plan. Counsel Slater commented that Mr. Scalmanini although very pleased with the progress of the MZ1 committee recommended the workshop be rescheduled sequentially to allow further data to be formulated.
2. Counsel Slater reported on the extension filed for the Chino Land & Water lawsuit. He noted the extension was granted until October 24, 2003. Counsel Slater commented when the draft was complete counsel would forward the draft to the Chino Basin Watermaster for distribution. No hearing date has been presently set for this case and as a result, Watermaster has postponed filing an Amicus Brief, although will proceed once the case is settled.

B. CEO REPORT/UPDATES

1. Update regarding MZ1 Technical Committee Meeting of Wednesday September 24, 2003
Mr. Malone made a presentation on the findings and progress of analysis for the MZ1 Interim Monitoring Program. He described the collection of groundwater levels, INSAR mapping, and Aquifer System Monitoring. Mr. Malone commented on the Aquifer System Monitoring and how it is providing aquifer data as it relates to pumping within the basin. Mr. Malone acknowledged with recent gathered data Wildermuth Environmental will be able to complete a long term plan for MZ1. Mr. Malone invited all interested parties to attend the next MZ1 Technical Committee Meeting on November 19, 2003 at 9:00 a.m. at Chino Basin Watermaster offices.
2. Update regarding Water Quality Committee Meeting of Wednesday September 24, 2003
Mr. Rossi mentioned that the next Water Quality meeting would be held on November 12, 2003 at 2:00 p.m. at the Chino Basin Watermaster offices. Dr. LeClaire of Wildermuth Environmental stated the Water Quality Committee meets for the purpose of reviewing water quality issues. Dr. LeClaire gave a PowerPoint presentation that focused on the following, a) Locate the leading edge of the total dissolved solids / total organic carbon/volatile organic chemicals created by the Kaiser Steel, b) Identify the potential sources of perchlorate throughout the basin, c) Identify the source(s) of VOC anomaly located south of the Ontario Airport and north of the Chino-1 Desalter well field and,

d) Identify source(s) of the Chino Airport VOC plume. It was noted the Regional Water Quality Control (Regional Board) has identified a Potential Responsible Party (PRP) and a groundwater investigation to better characterize the plume prior to mitigation that is already underway. Watermaster is tracking the progress of this investigation. Dr. LeClaire stressed that the goal of these water quality investigations is to compile enough evidence for the Regional Board to issue Investigation Orders to the PRP's. This will facilitate the regulatory process, while shifting the majority of the investigation/cleanup cost burden to the PRPs.

Mr. Rossi referred to letter dated September 26, 2003, to the Metropolitan Water District of Southern California and their current surplus of funds and their process of determining how to best use the funds for Perchlorate contamination issues.

Mr. Rossi commented on the Environmental Data Resource Management Company and received comment requesting more concise information on what the company is looking for as far as resources and staff to continue background research to locate PRP's and start producing orders.

3. Discuss holiday meeting schedules

Mr. Rossi noted the Advisory Committee and Watermaster Board meetings will be held one week early on November 20, 2003 instead of November 27, 2003. He commented the Pool meetings are scheduled for November 13, 2003 and that the November meetings will be held at the Chino Basin Watermaster offices as planned.

C. ASSOCIATION OF GROUNDWATER AGENCIES

1. Minutes for the meeting held September 15, 2003

Mr. Rossi noted the minutes of the Association of Ground Water Agencies (AGWA) were attached for review.

2. Agenda to be held October 20, 2003

Attached – No comment made.

D. OTHER AGENCY REPORTS

None

E. INFORMATION

1. MWD Rialto Pipeline "Planned Shutdown" for January 12-16, 2004

Mr. Rossi commented on the current schedule and referred to this shutdown as planned maintenance.

2. Water Desalination Task Force

Mr. Rossi briefly commented on the May – September 2003 California Water Desalination Task Force findings and Recommendations. Discussion ensued on desalters and their relevance to water demands and the recent field investigations on reevaluating the current desalter's production.

IV. BOARD MEMBER COMMENTS

Dialogue on Perchlorate standards ensued and it was stated the need to better inform legislative personnel on Perchlorate issues. The idea of a workshop on Perchlorate was addressed in order to have a tool to inform people of this important matter. Exploration on a workshop will continue and will be brought back to the Committees for consideration. Chair Yates informed the Board that he would be attending the Southern California Water Meeting in Washington DC regarding contamination issues and would bring back information on discussed topics.

V. OTHER BUSINESS

No comment.

VI. FUTURE MEETINGS AND EVENTS

November 12, 2003	9:00 a.m.	MZ1 Technical Committee Meeting
November 13, 2003	1:00 p.m. 3:00 p.m.	Appropriative & Non-Agricultural Pool Meeting Agricultural Pool Meeting
November 19, 2003	2:00 p.m.	Water Quality Committee Meeting
November 20, 2003	10:00 a.m. 1:00 p.m.	Advisory Committee Meeting Watermaster Board Meeting

Note: All meetings will be held at the Watermaster offices, 9641 San Bernardino Road, Rancho Cucamonga, California (909) 484-3888

Chair Yates adjourned the meeting at 2:15 p.m.

Secretary

Minutes Approved: November 20, 2003

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CHINO BASIN WATERMASTER

8632 Archibald Avenue, Suite 109, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

JOHN V. ROSSI
Chief Executive Officer

STAFF REPORT

DATE: October 23, 2003
TO: Committee Members
Watermaster Board Members
SUBJECT: Dry Year Yield Operating Plan For Fiscal 2003/2004

SUMMARY

Issue - Approve Initial Operating Plan for Chino Basin MWD Conjunctive Use Program

Recommendation - The pools unanimously recommend that the Advisory Committee and Watermaster Board approve the Initial Operating Plan for Chino Basin MWD Conjunctive Use Program

Fiscal Impact - Approval of Operating plan has no impact on the Watermaster budget.

BACKGROUND

As part of the new MWD Groundwater Storage Program, Dry Year Yield Project, the Watermaster approves the Annual Operating Plan. The plan is to outline proposed deliveries for fiscal 2003/2004. The attached draft operating plan details deliveries by connection for the MZ1 6,500 acre-foot program, the in-lieu deliveries for the Dry Year Yield Program, and estimated deliveries for the replenishment obligation for last year.

MWD has an abundance of State Project water and is encouraging deliveries into the winter, at which time determinations will be made for springtime deliveries. The approval of the operating plan will allow for in-lieu deliveries into MWD's storage account. The Advisory Committee and the Watermaster Board will be considering final approval of the related storage account at this month's meetings. Staff would like to have the operating plan approval considered concurrently in order that those agencies wishing to begin in-lieu deliveries will be able to proceed.

The initial plan is subject to change as water is available and agency needs change. As of the writing of this staff report, agencies are still finalizing their initial estimates of desired deliveries. A final draft plan will be handed out at the meetings.

A preliminary breakdown of the proposed in-lieu allocation by agency for the Dry Year Yield Program is as follows:

Pomona	1,316 AF
Monte Vista Water District	2,608 AF
Chino	1,500 AF

Upland	1,975 AF
Chino Hills	1,500 AF
Cucamonga Co Water District	6,330 AF
Ontario	5,314 AF
Jurupa CSD	1,316 AF
Fontana WC	1,140 AF

Agencies are not obligated to take these deliveries, but amounts are estimated based on the percentage of shift performance obligations as previously determined by the participating agencies. Final deliveries are expected to differ. Jurupa CSD and the Fontana Water Company deliveries are contingent upon finalization of retail agreements with IEUA.

The pools took unanimous action to recommend that the Advisory Committee and Board consider approval of the FY 2003/04 Conjunctive Use Operating Plan.

**AMENDMENT NO. 8
TO
GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960**

BY AND AMONG

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

INLAND EMPIRE UTILITIES AGENCY

AND

THREE VALLEYS MUNICIPAL WATER DISTRICT

AND

CHINO BASIN WATERMASTER

DATED AS OF _____, 2014

**AMENDMENT NO. 8 TO GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960**

THIS AMENDMENT NO. 8 TO GROUNDWATER STORAGE PROGRAM FUNDING AGREEMENT NO. 49960 (this “**Amendment No. 8**”), dated as of _____, 2014, is entered into by and among **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA** (“**Metropolitan**”), a public entity of the State of California, **INLAND EMPIRE UTILITIES AGENCY**, a municipal water district of the State of California (“**IEUA**”), **THREE VALLEYS MUNICIPAL WATER DISTRICT**, a municipal water district of the State of California (“**TVMWD**”) and **CHINO BASIN WATERMASTER**, an entity established by the Superior Court of the State of California to administer and enforce the Chino Groundwater Basin Judgment (“**Watermaster**”). Hereafter, Metropolitan, IEUA, TVMWD and Watermaster may be referred to collectively as “**Parties.**”

RECITALS

A. In June 2003, the Parties entered into an agreement titled, “Agreement No. 49960 Groundwater Program Storage Funding Agreement” (“**Agreement**”) pursuant to which Metropolitan has stored water in the Chino Basin.

B. By April 2008, over 88,000 acre-feet were stored in the Metropolitan Storage Account pursuant to the terms of the Agreement. Metropolitan subsequently made three calls for production of stored water from 2008 through 2011. Based upon the storage and extraction experience of the Parties, the Parties now wish to make adjustments to the Agreement to improve and clarify measurement of storage and extraction from the Metropolitan Storage Account, to clarify how performance of calls will be evaluated, and to revise administrative milestones and make miscellaneous updates.

C. This Amendment No. 8 makes adjustments to the provisions within the Agreement, revises Exhibit F, and deletes and replaces the provisions of Exhibit G to the Agreement.

D. The Operating Committee’s current version of Exhibit H (Description of Program Facilities and Operating Parties) is also attached to this Amendment No. 8.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties hereby agree as follows:

AMENDMENT

1. Section IV.A.2.a. is revised to read as follows:

a. Storage. Water can be stored in the following ways: (1) spreading, (2) injection, (3) in-lieu deliveries (pursuant to the administration procedures described in Exhibit G) and transfer from existing Metropolitan storage accounts consistent with the Chino Basin Judgment.

Metropolitan can store water in the Chino Basin at a rate of 25,000 AF per year, unless a greater amount is approved by the Watermaster.

2. Section VI.A.2. is revised to read as follows:

The Operating Committee shall meet:

a. As reasonably often as necessary to implement operations and take other needed action pursuant to this Agreement. Such tasks will include preparation of Operating Committee's certification to Watermaster regarding monthly storage achieved utilizing methodology specified in Exhibits F (Accounting Methodology) and G (Performance Criteria);

b. Within thirty days after the execution of this Agreement; and thereafter in years that Metropolitan requests to store or extract water within sixty days of Metropolitan's request develop Program Annual Operating Plan for the subsequent year; and

c. By June 30 of each year review prior fiscal year performance for storage and/or extraction in conformance with the Annual Operating Plan and Exhibit G, Performance Criteria; review need for adjustments to Electrical Costs and Operation and Maintenance Costs for prior fiscal year; and for assessment of per-acre-foot Electrical Costs and Operation and Maintenance Costs to be paid by Metropolitan.

3. Sections VI.A.4.a. and d. are revised to read as follows:

a. Properly account for the amounts of all water stored and extracted and submit a report of these amounts achieved for the Metropolitan Storage Account to Watermaster and Metropolitan on a monthly basis but not more than two months in arrears. Any adjustments to the monthly submittals shall be submitted to the Watermaster and to Metropolitan in a timely manner for consideration in the preparation of the Watermaster's annual assessment package. Within one year following the end of the fiscal year, an annual reconciliation shall be performed of storage and extraction.

d. Prepare and deliver to the Parties, on or before June 30 of each year, a written annual report outlining the Operating Committee's actions during the prior fiscal year (the "**Operating Committee Annual Report**.")

4. Section VI.C.1.e. is revised as follows:

e. Watermaster shall obtain from Operating Committee on a monthly basis its report of the amount of storage achieved using the methodology specified in Section VII(B) and Exhibits F and G of this Agreement.

5. Section VII.A.4. is revised to read as follows:

4. The quantity of any Program Water delivered to the Metropolitan Storage Account in any given month shall be determined in accordance with the accounting methodology set forth in Exhibits F and G.

6. Section XIII.B. is revised to read as follows:

1. Should IEUA or TVMWD, each acting through agreement with its respective Operating Parties, fail to fully perform in accordance with Exhibit G in response to a call from Metropolitan that has been approved by the Watermaster, and upon a determination by the Operating Committee that full performance could and should have occurred, then Metropolitan shall invoice to IEUA or to TVMWD, as appropriate, water delivered equal to the quantity in acre-feet of non-performance at two times the Tier 2 full service water rate (or its equivalent, as determined by Metropolitan in its reasonable discretion) currently then in effect ("**Nonperformance Penalty**"). The parties and the Operating Parties have expressly agreed on the conditions that qualify for a waiver of non-performance penalties under section 2, below, as set forth in Exhibit G.

2. Should the Operating Committee in its review of incomplete performance, as specified in paragraph B (1) above, determine that unanticipated operational or water quality considerations precluded full performance, the Operating Committee shall not recommend to Metropolitan that the Nonperformance Penalty be assessed. In such case, IEUA or TVMWD, whichever is the responsible Member Agency, shall work with the nonperforming Operating Party to promptly set out a mutually agreeable course of action and schedule to correct the deficiency and present such to the Operating Committee for its concurrence. Future nonperformance outside of the agreed-upon schedule (provided that the Operating Committee has concurred with such schedule) would be subject to the Nonperformance Penalty.

7. Section XV.H. is revised to read as follows:

H. Notice

Formal written notices, demands, correspondence and communications between the Parties authorized by this Agreement shall be sufficiently given if personally served or dispatched by registered or certified mail, first-class, postage prepaid, return receipt requested, to the Parties as follows:

To IEUA:
Inland Empire Utilities Agency
General Manager
6075 Kimball Avenue
Chino, CA 91708

To TVMWD:
Three Valleys Municipal Water District
General Manager
1021 E. Miramar Avenue
Claremont, CA 91711

To Watermaster:
Chino Basin Watermaster
General Manager
9641 San Bernardino Road,
Rancho Cucamonga, CA 91730

To Metropolitan:
The Metropolitan Water District
of Southern California
General Manager
700 No. Alameda Street
Los Angeles, California 90012

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either Party may, from time to time, reasonably designate by mail as provided in this Section. Notice shall be deemed given when received by mail or when personally served.

8. Exhibit F is revised as attached at the end of this Amendment No. 8.
9. Exhibit G is deleted and replaced. Replacement Exhibit G is attached at the end of this Amendment No. 8.
10. The Operating Committee's current version of Exhibit H (Description of Program Facilities and Operating Parties) is also attached to this Amendment No. 8 for reference only. No changes are made to this Exhibit with this Amendment No. 8.
11. Except as, and to the extent specifically and expressly modified by this Amendment No. 8, the Agreement is, and shall continue to be, in full force and effect. This Amendment does not constitute a waiver of any provisions, terms or conditions of the Agreement or of any failure to comply with such provisions, terms or conditions.
12. This Amendment No. 8 may be executed in multiple counterparts, all of which together shall constitute a single, integrated amendment to the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 8 to be executed as of the date first set forth above.

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

By: _____
Jeffrey Kightlinger
General Manager

Date: _____

INLAND EMPIRE UTILITIES AGENCY

By: _____
Joseph Grindstaff
General Manager

Date: _____

**THREE VALLEYS MUNICIPAL WATER
DISTRICT**

By: _____
Richard W. Hansen
General Manager/Chief Engineer

Date: _____

CHINO BASIN WATERMASTER

By: _____
Peter Kavounas
General Manager

Date: _____

**APPROVED AS TO FORM:
Marcia Scully, General Counsel**

By: _____
Catherine M. Stiles
Senior Deputy General Counsel

Date: 7/23/14

APPROVED AS TO FORM:

By: _____
General Counsel

Date: _____

APPROVED AS TO FORM:

By: _____
Steve Kennedy
District Counsel

Date: _____

APPROVED AS TO FORM:

By: _____
General Counsel

Date: _____

ACCOUNTING METHODOLOGY

Annual Operating Plan

Commencing upon the Effective Date of this Agreement and thereafter prior to the beginning of each fiscal year, the Operating Committee will develop an Annual Operating Plan to forecast IEUA's and TVMWD's operations for the coming year in terms of groundwater production and imported water delivery absent the Program, as well as intended storage through in-lieu deliveries, injection and direct spreading, and extraction. Deliveries to the Metropolitan Storage Account through in-lieu deliveries, injection, or direct spreading will be determined using methodologies detailed in this Exhibit F.

The Annual Operating Plan must reflect IEUA's and TVMWD's monthly operations in terms of groundwater production and imported water deliveries absent the Program. If water is to be stored through direct injection or spreading or in-lieu deliveries, the Annual Operating Plan must indicate the months when the deliveries to the Chino Basin are expected to occur. If water is to be extracted, the operating schedule must reflect the amount of imported water that will be delivered from the Metropolitan Storage Account each month.

Upon call by Metropolitan for storage or extraction, the Operating Committee shall prepare a revision to the Annual Operating Plan for submission to Metropolitan, IEUA, TVMWD, and Watermaster, which would indicate the revised monthly storage or extraction amounts for the Metropolitan Storage Account. Metropolitan shall invoice for extracted Stored Water Delivery on a monthly basis at the firm water rate minus pumping and Operations and Maintenance Costs, according to the revised Annual Operating Plan. Any adjustments to the quantities billed shall be made during the year-end reconciliation.

Calculation of Storage and Extraction

IEUA and TVMWD shall account for all water stored and extracted in the Chino Basin by their respective subagencies and each submit its certification of these total amounts and the subset of these amounts achieved for the Metropolitan Storage Account. IEUA and TVMWD shall each submit this certification to Metropolitan and the Watermaster on a monthly basis. At the end of each fiscal year, IEUA and TVMWD shall perform an annual assessment of total storage and extraction and the subset achieved for the Metropolitan Storage Account. Any adjustments to the monthly submittals shall be provided by IEUA to Metropolitan and to the Watermaster in a timely manner for consideration in the preparation of the Watermaster's annual report.

All accounting for the Metropolitan Storage Account shall conform to the following unless otherwise agreed by Metropolitan, IEUA, TVMWD, and Watermaster:

a. Initial storage balance upon execution of this Agreement shall be consistent with Exhibit E "Procedure for Initial Calculation of Metropolitan Storage Account". This initial storage balance is firm water to be billed at the rate designated in Exhibit E upon its extraction. This water, when extracted, shall be part of IEUA's firm water allocation pursuant to the rate structure. This water shall be first in, and first out of the Metropolitan Storage Account.

b. All other water delivered to the Metropolitan Storage Account shall be "new wet-water storage" to the Chino Basin, and not accomplished through an accounting transfer of pre-existing storage. New storage is achieved through demonstrated in-lieu delivery spreading, or injection of imported water supplied by Metropolitan.

c. Monthly amounts certified by IEUA or TVMWD as in-lieu storage shall meet criteria specified in Exhibit G.

The Operating Committee shall perform an annual reconciliation of Metropolitan and IEUA's and TVMWD's records with the Watermaster report with respect to total storage and/or extraction from the Metropolitan Storage Account and Metropolitan's water billing inclusive of credits for the Operation and Maintenance Costs and Electrical Costs, and prepare any needed paperwork for adjustments to the billing.

**Chino Basin Conjunctive Use Program (CUP) "Dry Year" Storage Project
Performance Criteria**

The intent of the below Performance Criteria is to allow Metropolitan to reduce imported water deliveries to the Operating Parties and replace it with stored Chino Basin groundwater, making available additional imported water supply for delivery to other Metropolitan member agencies.

Performance

Metropolitan may, on thirty (30) days' notice, require Program Agency to meet the objectives of the project as follows:

- 1) During the next 12 month period, IEUA and TVMWD through their agreements with Operating Parties will cause a reduction of imported water deliveries by 33,000 AF (+/- 10 percent), at the service connection, from the Imported Water Baseline.
- 2) At no time shall a Metropolitan call result in a reduction in imported water deliveries below 40,000 AF. As long as the imported water deliveries by the Operating Parties total less than or equal to 40,000 AF, performance will have been met.
- 3) If a Metropolitan CUP call is made during implementation of Metropolitan's Water Supply Allocation Plan (WSAP), the amount of the CUP call shall be adjusted for the purposes of the WSAP performance, such that the 40,000 AF performance objective for CUP is met. The Operating Parties will still be expected to comply with all provisions of the WSAP. For purposes of the CUP, the full call amount (without adjustment for WSAP performance) would be deducted from the Storage Account and billed for by Metropolitan.
- 4) Metropolitan will pay O&M, Power and Treatment credits only on Chino groundwater production over the Chino Groundwater Baseline.
- 5) Metropolitan will bill for, and the Storage Account will be reduced by 33,000 AF.
- 6) If Performance Criteria is not met, the Penalty Rate will be applied on any unmet reduction of imported water delivery at the service connection.
- 7) A partial call will be addressed through a pro rata performance.
- 8) Any Chino Basin Groundwater produced above the Chino Groundwater Baseline but below the 33,000 AF call amount will be moved to the Operating Parties' supplemental storage accounts.

Chino Groundwater Baseline

For the purposes of Performance, an Operating Party's Chino Groundwater Baseline shall be set at the beginning of the performance period as the lesser of the following:

- 1) The average physical production adjusted upward for in-lieu CUP storage and downward for CUP extraction certified by Chino Basin Watermaster in the three (3) previous years beginning with the prior fiscal year (i.e. the baseline for a call during fiscal year 2014-15 would average years 2010-11, 2011-12 and 2012-13 and would not include 2013-14) ; or,
- 2) The average sum of the Operating Safe Yield and Net Ag Re-Allocation pumping rights, as reported in columns titled "Assigned Share of Operating Safe Yield" and "Net Ag Pool Reallocation" of the table titled "Pool 3 Water Production Summary," of the Chino Basin

Watermaster Annual Report or Annual Assessment Package, less any rights utilized to meet Chino Basin Desalter replenishment obligations, as shown in the Chino Basin Watermaster Annual Report or Annual Assessment Package, in the three (3) previous years beginning with the prior fiscal year.

Imported Water Baseline

The Imported Baseline shall be equal to the average imported water deliveries in the three (3) previous years beginning with the prior fiscal year. The imported water deliveries in each year is adjusted downward for in-lieu CUP storage and adjusted upward for CUP extraction.

In-Lieu Storage Guidelines

For in-lieu storage, the following criteria shall apply:

- 1) Certification of in-lieu CUP storage by an Operating Party shall be the lesser of the following:
 - a. Decrease in Chino groundwater production relative to the Chino Groundwater Baseline; or
 - b. Increase in imported water deliveries to the Operating Parties above the Imported Water Baseline by at least the certified amount. In the event that the increase in imported water deliveries is less than the decrease in Chino Basin groundwater production, the certified amount shall be equal to the increase in imported water deliveries.
- 2) Participation in in-lieu storage is optional. Therefore, in-lieu storage is based upon individual Operating Party performance.
- 3) No Operating Party may certify in-lieu storage during any fiscal year in which that Operating Party incurs a replenishment obligation.

Operating Committee

Baseline Adjustments

The Operating Committee may mutually agree to adjust the Chino Groundwater Baseline or the Imported Water Baseline to account for changed conditions. The Operating Committee may adjust the baselines due to factors such as new production wells, wells taken out of service, planned outages that would significantly affect ability to deliver supplies, significant retail conservation, and/or dramatic increase in local supplies (recycled water, desalted groundwater, etc.). Increases or decreases in total demand shall not result in a baseline adjustment unless it can be shown that the change is a result of significant retail conservation. Normal demand variations due to hydrologic or economic factors are not eligible for baseline adjustments. Any request for baseline adjustment must accompany sufficient documentation to allow the Operating Committee to evaluate the request. All baseline adjustment requests must be submitted before the storage/call year with the Annual Operating Plan.

Performance Targets

The Operating Committee may mutually agree to modify performance targets due to severe and unexpected conditions. It should be generally agreed that additional use and production of all local supplies available to the Operating Parties should not be restricted or cause IEUA, TVMWD or the Operating Parties to be out of compliance of a performance target. The Operating Committee may agree to adjust the imported water performance target due to severe and unexpected conditions, such as but not limited to the following:

- a. Significant loss in total local supply capacity (groundwater, desalter and recycled); and/or OR
- b. Significant increase in total demand.
- c.

Any adjustment related to the performance targets does not apply to the requirements for receiving O&M, Power and Treatment credits or the amount deducted from the storage account. The full call amount would be deducted from the storage account and billed by Metropolitan regardless of any performance adjustment. Detailed documentation of the severe and unexpected conditions must be provided to allow the Operating Committee to evaluate the request.

Examples

The following examples demonstrate situations where non-performance penalties may be waived pursuant to Section XIII.B. of the Agreement.

Example 1 - Base Example

Call Amount	33,000 AF
Baseline Service Connection Deliveries	70,000 AF
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	30,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	15,000 AF

Performance is met because the actual service connection deliveries were equal to 40,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 2 – Increase in Local Supply Capacity

Call Amount		33,000 AF
Baseline Service Connection Deliveries	(-5,000AF)	65,000 AF
Call Year Service Connection Deliveries		<u>35,000 AF</u>
Reduction at Service Connection		30,000 AF
Baseline Groundwater Production (+5,000AF)		85,000 AF
Call Year Groundwater Production		<u>100,000 AF</u>
Increase in Groundwater Production		15,000 AF

*In this example, Agency A increases its local supply capacity by expanding a treatment plant by 5,000 AF. This would allow Agency A to increase its production. As a result, the Operating Committee agreed to increase the Baseline Groundwater Production by 5,000 AF and decrease the Imported Water Baseline by 5,000 AF.

Performance is met because the actual service connection deliveries reduction was 30,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 3-- Reduced Demands (-5,000 AF)

Call Amount	33,000 AF
Baseline Service Connection Deliveries (-3,000 AF)	67,000 AF
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	27,000 AF
Baseline Groundwater Production (-2,000 AF)	78,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	17,000 AF

*In this example, the Operating Committee determined that the installation of ultra-low flow toilets in Agency A's service area would result in a demand reduction of 5,000 AF. This reduction was expected to change both the imported and groundwater baselines. As a result, Agency A's imported water baseline was adjusted down by 3,000 AF and the groundwater baseline was adjusted down by 2,000 AF by the Operating Committee.

Performance is met because the actual service connection deliveries were 40,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 17,000 AF and the remaining 16,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 4 – Loss of Local Supply with Groundwater Baseline Adjustment of -5,000 AF and Imported Water +5,000 AF*

Call Amount	33,000 AF
Adjusted Baseline Service Connection Deliveries (+5,000 AF)	75,000 AF
Call Year Service Connection Deliveries	<u>45,000 AF</u>
Reduction at Service Connection	30,000 AF
Adjusted Baseline Groundwater Production (-5,000 AF)	75,000 AF
Call Year Groundwater Production	<u>90,000 AF</u>
Increase in Groundwater Production	15,000 AF

*In this example, Agency A has had six wells go out of service permanently. It will take at least 12 months to drill new wells. As a result of the outage, Agency A's total well capacity has been reduced by 5,000 AF. The Operating Committee agrees to a 5,000 AF baseline reduction on ground water and increase baseline imported water deliveries by 5,000 AF.

Performance is met because the actual service connection deliveries were reduced by 30,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are

given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 5 – Water Supply Allocation Overlap

Call Amount	33,000 AF
WSAP Level 2	10%
Baseline Service Connection Deliveries	60,000 AF
WSAP Adjusted Baseline Service Connection Deliveries	55,000 AF *
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	15,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>100,000 AF</u>
Increase in Groundwater Production	<u>20,000 AF</u>

**For illustrative purposes only.*

Level 2 WSAP = (Total Demand – Local Supplies) x 90% + Adjustments

Performance is met for CUP because the actual service connection deliveries were equal to 40,000 AF. 33,000 AF is billed for and deducted from account. Power and O&M credits are given on 20,000 AF and the remaining 13,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts. For the WSAP, it is assumed that the adjusted call amount is 15,000 AF.

Example 6 – 10 Percent Performance Range

Call amount	33,000 AF
Baseline Service Connection Deliveries	80,000 AF
Call Year Service Connection Deliveries	<u>50,000 AF</u>
Reduction at Service Connection	30,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>100,000 AF</u>
Increase in Groundwater Production	<u>20,000 AF</u>

Performance is met because the Operating Parties reduced service connection deliveries by 30,000 AF, which is within +/- 10 percent of 33,000. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 20,000 AF and the remaining 13,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 7 – Non-Performance

Call amount	33,000 AF
Baseline Service Connection Deliveries	60,000 AF
Call Year Service Connection Deliveries	<u>45,000 AF</u>
Reduction at Service Connection	15,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	<u>15,000 AF</u>

Performance is **not** met. The actual service connection deliveries are greater than 40,000 and the reduction in service connection deliveries are less than 33,000 +/- 10 percent. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts. 5,000 AF is billed at the Penalty Rate of 2x Tier 2.

Example 8 – “Agency A” In-lieu Storage

Baseline Service Connection Deliveries	15,000 AF
Storage Year Service Connection Deliveries	<u>20,000 AF</u>
Increase at Service Connection	<u>5,000 AF</u>
Baseline Groundwater Production	20,000 AF
Storage Year Groundwater Production	<u>10,000 AF</u>
Decrease in Groundwater Production	10,000 AF

In this example, “Agency A” would be eligible for 5,000 AF of in-lieu storage. The increase in service connection deliveries (5,000 AF) are less than the decrease in groundwater production (10,000 AF).

DESCRIPTION OF PROGRAM FACILITIES & OPERATING PARTIES

Ion Exchange Nitrate Removal Facility	Capacity (in AFY)	Funding Allocation	Project Name & Location
City of Pomona	2,000	\$1,700,000.00	Anion Exchange Nitrate Removal Facility Upgrade and Expansion Project, Located @ First & San Lorenzo
Monte Vista County Water District	1,544	\$1,428,200.00	Well 33, Located @ Palo Verde & Benson
City of Chino	1,159	\$1,072,043.00	
City of Upland	3,001	\$2,776,064.00	Plant No. 12 Ion Exchange Facility, Located @ Ninth & Mountain
City of Chino Hills	1,448	\$1,338,938.00	Pellisier Well (Well #20), Located @ Chino Hills Pkwy & Ramona
City of Ontario	1,544	\$1,428,200.00	Well 52/Well 44, Located @ Cucamonga & 4th
Jurupa Community Services District	2,000	\$1,494,000.00	Roger D. Teagarden Ion Exchange Water Treatment Plant, Located @ Etiwanda & 60 Freeway
IEUA Brine Line	-	\$804,898.22	
Total Treatment Facilities Capacity:	12,696	\$12,042,343.22	
Well Facilities	Capacity (in AFY)	Funding Allocation	Project Name & Location
Monte Vista County Water District	2,419	\$1,572,581.00	Well 31, Located @ Monte Vista & Richton
Cucamonga County Water District	11,353	\$8,395,433.00	Wells # 39 - 42, 2 Additional Wells 44 & 45 were Added in place of the Ion Exchange, Well 43 submitted for replacement of 44 & 45, Located @ East Ave. & I-15; Cleveland & 7th ; (9591 & 9673 San Bernardino Road ; Gun Grove)
City of Ontario	6,532	\$4,245,968.00	Wells # 45, 46 ,& 47, Located @ Campus & E St., 8th St., & Concourse Ave.
Total Well Capacity:	20,304	\$14,213,982.00	
Total Extraction Capacity (Treatment + Well Capacity):	33,000	\$26,256,325.22	Note: \$1,243,674.78 used for environmental costs to bring total project cost to \$27.5 million.

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EXHIBIT 26

1 Jimmy L. Gutierrez (SBN 59448)

FEE EXEMPT PER GOV. CODE § 6103

2 JIMMY L. GUTIERREZ LAW CORPORATION

3 12616 Central Avenue

4 Chino, California 91710

5 Telephone: (909) 591-6336

6 Attorney for the City of Chino

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

10
11 CHINO BASIN MUNICIPAL WATER)
12 DISTRICT,)

CASE NUMBER: RCV 51010
[Assigned for All Purposes to Honorable
Stanford E. Reichert, Dept. S35]

13 Plaintiff,)

14 v.)

**CITY OF CHINO EX PARTE
APPLICATION FOR AN ORDER TO
EXTEND TIME UNDER JUDGMENT,
PARAGRAPH 31(c) TO CHALLENGE
WATERMASTER ACTION/DECISION
ON AUGUST 25, 2020 TO ISSUE
INVOICES TO PAY AG POOL LEGAL
EXPENSES TO APPROPRIATORS
INCLUDING THE CITY OF CHINO**

15 CITY OF CHINO, et al.,)

16 Defendants.)

Date: October 16, 2020
Time: 1:30 p.m.
Dept.: S35

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22 **TO: WATERMASTER AND ITS COUNSEL OF RECORD:**

23 **PLEASE TAKE NOTICE THAT** on October 16, 2020 at 1:30 p.m. in Dept 35S of the
24 above entitled Court, the City of Chino (hereafter "Chino") will make an Ex Parte Application
25 for an order to extend the time under Paragraph 31(c) of the Judgement, from 60 to 120 days,
26 for Chino to challenge the Watermaster Board action/decision on August 25, 2020 to order the

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28 CHINO EX PARTE APPLICATION FOR ORDER TO EXTEND TIME UNDER JUDGMENT PARAGRAPH
31(c) TO CHALLENGE WATERMASTER DECISION/ACTION ON AUGUST 25, 2020 TO ISSUE
INVOICES TO PAY AG POOL LEGAL EXPENSES TO APPROPRIATORS INCLUDING CHINO

1 issuance of invoices to the appropriators to pay the sum \$165,694.75 for Ag Pool initiated legal
2 expenses including Watermaster Invoice No. 2020-02-SPE to Chino in the sum of \$29,835.46.

3 This Application is made for the following purposes: (a) to preserve the time in which
4 the City of Chino may file a motion to challenge the Watermaster Board action/decision for the
5 issuance of invoices to members of the Appropriative Pool to pay Ag Pool initiated legal
6 expenses, (b) to allow the Court to hear and rule on the current motion filed by members of the
7 Appropriative Pool on September 17, 2020 currently set for October 23, 2020 in Dept 35S (the
8 “AP Motion”), (c) to attempt to deter Watermaster from initiating legal action against the City
9 of Chino to collect the amount of Invoice No. 2020-02-SPE plus penalties and attorneys’ fees
10 under Paragraph 55(c) of the Judgment, (d) to avoid the filing of a motion by the City of Chino
11 that may substantially overlap the AP Motion, which may be dispositive of the issues that the
12 City of Chino may raise in its motion and (e) to avoid the necessity of Watermaster to expend
13 time, effort and expense to respond to the motion of the City of Chino.

14 This Application is further based upon the Declaration of Jimmy L. Gutierrez, including
15 attachments, filed concurrently herewith and the attached memorandum of Points and
16 Authorities.

17
18 **MEMORANDUM OF POINTS AND AUTHORITIES**

19 **I. INTRODUCTION**

20 The immediate purpose of this Ex Parte Application is to preserve the time in which
21 Chino may file a motion to challenge the Watermaster Board action/decision for the issuance
22 of invoices to members of the Appropriative Pool to pay Ag Pool initiated legal expenses. But,
23 the granting of this Ex Parte Application would lead to other salutary benefits.

24 On August 25, 2020, the Watermaster Board ordered the issuance of invoices to the
25 member of the Appropriative Pool to pay for the legal expenses initiated by the Agricultural
26 Pool in the sum of \$165,694.75.

1 On August 25, 2020, Watermaster staff issued Special Invoice No. 2020-02-SPE to
2 Chino requiring the payment of \$29,835.46, as its portion of said Ag Pool initiated legal
3 expenses pursuant to the order of the Watermaster Board on the same date.

4 Currently, the underlying obligation of the appropriators, if any, to pay Ag Pool initiated
5 legal expenses is the subject of a motion of several members of the Appropriative Pool filed on
6 September 17, 2020, joined by the City of Chino, scheduled for a hearing before the Court on
7 October 23, 2020 (hereafter "AP Motion").

8 Nevertheless, on September 30, 2020, Watermaster General Manager, Peter Kavounas,
9 sent a letter to the City of Chino stating that Watermaster had not received payment from the
10 City of Chino in the sum of \$29,835.46 and intimating that Watermaster would impose
11 penalties and pursue "show-cause proceedings" under Paragraph 55(c) of the Judgment against
12 the City of Chino.

13 On October 8, 2020, Chino sent a letter to Mr. Kavounas, Watermaster General
14 Manager, advising that it had neither decided to pay nor not to pay Watermaster's invoice; but,
15 instead, that Chino had chosen to await Judge Reichert's ruling on the AP Motion. Given the
16 pendency of the AP Motion, Chino proposed to Watermaster that it too await the outcome of
17 the Court's ruling on the motion and "agree to a mutual stay of our respective remedies under
18 the Judgment" about the issues related to the Watermaster invoices to members of the
19 Appropriative Pool including the one to the City of Chino.

20 On October 9, 2020, Watermaster General Manager, Peter Kavounas, sent an email
21 response to Chino in which he advised that a determination about Chino's proposal was beyond
22 his discretion, that the determination will be made by the Watermaster Board and that Chino
23 was welcome to address the Watermaster Board at its October 22, 2020 meeting.

24 Meanwhile, a few of the members of the Appropriative Pool have paid the invoices,
25 many of the members have paid the invoiced amounts into an escrow fund, which Watermaster
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CHINO EX PARTE APPLICATION FOR ORDER TO EXTEND TIME UNDER JUDGMENT PARAGRAPH
31(c) TO CHALLENGE WATERMASTER DECISION/ACTION ON AUGUST 25, 2020 TO ISSUE
INVOICES TO PAY AG POOL LEGAL EXPENSES TO APPROPRIATORS INCLUDING CHINO

1 regards as non-payment, and a few like Chino have not paid the invoices - pending the outcome
2 of the AP Motion.

3 Under Paragraph 31(c) of the Judgment, a party to the Judgment seeking to challenge
4 a budget action/decision of the Watermaster Board has 60 days in which to file a motion to
5 challenge said action/decision. Since the Watermaster Board ordered the issue of invoices to
6 the members of the Appropriative Pool in the sum of \$165,694.75 including the Invoice No.
7 2020-02-SPE to Chino, the 60-day period by which Chino must file its motion to challenge
8 said Watermaster Board action/decision falls on October 24, 2020.

9 Chino has several grounds to challenge to the propriety of the action/decision of the
10 Watermaster Board to order the issuance of the invoices to the members of the Appropriative
11 Pool. Some of those grounds include the failure of Watermaster to ascertain the nature and
12 purpose of the Ag Pool initiated expenses, the timeliness of said expenses and whether said
13 expenses are payable by members of the Appropriative Pool under the Peace Agreement, and
14 other grounds as well.

15
16 **II. THE CITY OF CHINO MAY SEEK EX PARTE RELIEF**

17 Paragraph 15 of the Judgment reserves jurisdiction to the Court on all matters contained
18 in the Judgments with certain exceptions not here applicable. Paragraph 15 provides, in
19 pertinent part, as follows:

20 *“Full jurisdiction, power and authority are retained and reserved to the Court*
21 *as to all matters contained in this judgment, except . . . “*

22 Thus, the Court is vested with jurisdiction to extend the time periods in which a party
23 may seek judicial review of any Watermaster action, decision or rule set forth in Paragraph 31
24 of the Judgment. As to review of Watermaster actions, decisions or rules pertaining to budget
25 actions, Paragraph 31(c) provides the following time period:

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28 CHINO EX PARTE APPLICATION FOR ORDER TO EXTEND TIME UNDER JUDGMENT PARAGRAPH
31(c) TO CHALLENGE WATERMASTER DECISION/ACTION ON AUGUST 25, 2020 TO ISSUE
INVOICES TO PAY AG POOL LEGAL EXPENSES TO APPROPRIATORS INCLUDING CHINO

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“Notice of motion to review any Watermaster action, decision or rule shall be served and filed within ninety (90) days after such Watermaster action, decision or rule, except for budget actions, in which event said notice period shall be sixty (60) days.”

In addition, the procedures for Ex Parte relief are set forth in Rules 3.1200-3.1207 of the California Rules of Court.

Because the Watermaster Board ordered the issuance of invoices to the members of the Appropriative Pool in the sum of \$165,694.75 for Ag Pool initiated legal fees and the Watermaster staff mailed those invoices to the members of the Appropriative Pool on August 25, 2020, the date upon which to file a motion to review and challenge that action/decision of the Watermaster Board falls on October 24, 2020.

In addition, the AP Motion is set for hearing on October 23, 2020 that may well be dispositive of this billing dispute, because the underlying issue in the AP Motion is the obligation of the members of Appropriative Pool to pay Ag Pool initiated legal expenses under the Peace Agreement.

Finally, the Watermaster’s meeting in which it may consider an agreement to stay all remedies under the Judgment pertaining to these invoices set for October 22, 2020.

III. CONCLUSION

If the extension of the time to file a challenge to the above Watermaster Board action/decision is not extended from 60 to 120 days, the City of Chino will be burdened with the expense and effort of filing a motion within the next ten (10) days while this underlying billing dispute between Watermaster and the members of the Appropriative Pool is embedded in the AP Motion. Given Mr. Kavounas’s stated inability to agree to a mutual stay of remedies under the Judgment, it is dangerous for the City of Chino to wait until October 22, 2020 for a Watermaster determination on a mutual stay of remedies under the Judgment, because the 60-

1 day period in which to file a motion to challenge the invoices falls on October 24, 2020.
2 Furthermore, granting the extension of time Ex Parte imposes no harm on Watermaster and the
3 Court's ruling on the AP Motion may be dispositive of the billing dispute.

4 The Court has jurisdiction to grant Chino's request.

5 Chino requests the Court to grant the order.

6
7 Dated: October 14, 2020

JIMMY L. GUTIERREZ LAW CORPORATION

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9 By: _____
10 Jimmy L. Gutierrez
11 Attorney for City of Chino
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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 October 15, 2020 I served the following:

1. CITY OF CHINO EX PARTE APPLICATION FOR AN ORDER TO EXTEND TIME UNDER JUDGMENT, PARAGRAPH 31(C) TO CHALLENGE WATERMASTER ACTION/DECISION ON AUGUST 25, 2020 TO ISSUE INVOICES TO PAY AG POOL LEGAL EXPENSES TO APPROPRIATORS INCLUDING THE CITY OF CHINO

/ 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

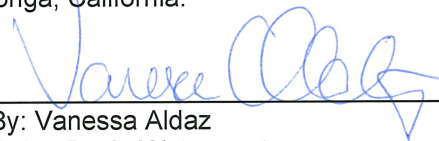
/ ___ / BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ ___ / 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 October 15, 2020 in Rancho Cucamonga, California.



By: Vanessa Aldaz
Chino Basin Watermaster

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EXHIBIT 27

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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]

**CHINO BASIN WATERMASTER EX
PARTE APPLICATION TO CONTINUE
OCTOBER 23, 2020 HEARING ON
MOTION OF APPROPRIATIVE POOL
MEMBER AGENCIES RE:
AGRICULTURAL POOL LEGAL
EXPENSES; DECLARATION OF
BRADLEY J. HERREMA; [PROPOSED]
ORDER**

Date: October 22, 2020
Time: 1:30 p.m.
Dept: S35

1 **TO THE PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **NOTICE IS HEREBY GIVEN** that, on October 22, 2020 at 1:30 p.m. in Department
3 S35 of the above-entitled court located at 247 West Third Street, San Bernardino, California
4 92415-0210, the Chino Basin Watermaster (“Watermaster”) will hereby apply *ex parte*, pursuant
5 to California Rules of Court, rule 3.1200 et seq. and Local Rule 731 for an order continuing the
6 October 23, 2020 hearing on the Motion of Appropriative Pool Member Agencies Re:
7 Agricultural Pool Legal and Other Expenses (“Motion”) to November 6, 2020 at 1:30 p.m.

8 This *Ex Parte* Application is made on the grounds that the continuance is necessary to
9 grant Watermaster leave and the opportunity to file a focused opposition to the Motion. Initially,
10 Watermaster read the Motion as a request to interpret Section 5.4 of the Peace Agreement and
11 resolve a conflict arising from parties’ interpretation of that provision. As such, Watermaster did
12 not file an opposition to the Motion. However, in the Reply brief filed in support of the Motion,
13 the moving parties assert, for the first time, challenges to certain Watermaster actions pursuant to
14 Paragraph 31 of the Restated Judgment. (See Reply, p. 7 fn 3; *id.* at p. 14 [“The Motion seeks
15 judicial interpretation of ambiguous language that is *based upon a procedure binding on*
16 *Watermaster under the Judgment*, not a contract amendment.”] [emphasis added].) Thus,
17 additional time is needed before the hearing on the Motion to permit Watermaster an opportunity
18 to respond to the arguments in the Reply brief. Watermaster’s Opposition will take no position
19 on the interpretation of Section 5.4—a commitment between the Overlying (Agricultural) Pool
20 (“Ag Pool”) and the Appropriative Pool members—or remedies available to the parties. Instead,
21 Watermaster will outline and defend its consistent and continuing actions in accommodating the
22 request of both the members of Appropriative Pool and the Ag Pool when invoicing the members
23 of the Appropriative Pool for expenses incurred by the Ag Pool under Section 5.4.

24 This *Ex Parte* Application is based upon this Notice, the attached Memorandum of Points
25 and Authorities and Declaration of Bradley J. Herrema, all documents on file herein, and such
26 other evidence and argument that may be submitted at the hearing of this matter.

27 The Appropriative Pool members that filed or joined in the Motion are represented by the
28 following counsel:

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10 On October 20, 2020, counsel for Watermaster notified the above-referenced counsel by
11 telephone and email correspondence that Watermaster would be filing this *Ex Parte* Application
12 seeking a continuance of the October 23, 2020 hearing until Friday, November 6, 2020.
13 (Declaration of Bradley J. Herrema, ¶ 4.) Pursuant to Local Rule 731, counsel for Watermaster
14 filed and email served this *Ex Parte* Application before 12:00 p.m. on October 21, 2020. (*Id.* at ¶
15 5.) Counsel for Watermaster is informed that some of these parties may oppose this *Ex Parte*
16 Application. (*Id.* at ¶ 6.) Watermaster represented that its opposition would defend
17 Watermaster's actions as being proper and request the Court confirm that Watermaster acted
18 properly or in the alternative to provide further direction to Watermaster as to the preferred
19 method to implement the Peace Agreement.

20 Watermaster has not previously applied to the Court for this *ex parte* relief for this
21 Motion.

22 Dated: October 20, 2020

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

23 By: 
24 SCOTT S. SLATER
25 BRADLEY J. HERREMA
26 CHRISTOPHER R. GUILLEN
27 ATTORNEYS FOR
28 CHINO BASIN WATERMASTER

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 On September 18, 2020, the City of Ontario, City of Pomona, San Antonio Water
4 Company, Fontana Union Water Company, Monte Vista Water District, Monte Vista Water
5 Irrigation Company, Cucamonga Valley Water District, Jurupa Community Services District, and
6 City of Chino Hills filed their Notice of Motion and Motion of Appropriative Pool Member
7 Agencies Re: Agricultural Pool Legal and Other Expenses (“Motion”), and scheduled the hearing
8 for October 23, 2020 (“Hearing”). The City of Upland and the City of Chino, additional members
9 of the Appropriative Pool, later joined in the Motion (the moving parties and the parties joining in
10 the Motion are referred to herein as the “Eleven Appropriators”).

11 In their Motion, the moving parties request this Court resolve a dispute over the
12 interpretation of a contract, the Peace Agreement, to which Chino Basin Watermaster
13 (“Watermaster”) is not a party.¹ Because the Motion requested resolution of a dispute among the
14 parties to the Peace Agreement regarding its interpretation and/or the Court’s July 13, 2000 Order
15 directing Watermaster to proceed in accordance with its terms,² and did not request any findings,
16 directions, or pray for relief regarding any Watermaster action, Watermaster reasonably believed
17 the Motion did not seek review of any Watermaster actions.

18 However, in their October 16, 2020 Reply in Support of Motion of Appropriative Pool
19 Member Agencies Re: Agricultural Pool Legal and Other Expenses (“Reply”), the Eleven
20 Appropriators assert, clearly and without equivocation, that they seek this Court’s review of
21 certain Watermaster actions (e.g., the Watermaster Board’s August 25, 2020 action directing staff
22 to invoice the members of the Appropriative Pool), pursuant to Paragraph 31 of the Restated
23 Judgment. (Reply, p. 7 fn 3.)

24 By way of their Reply, the Eleven Appropriators now announce that they intend for *this*
25 Court to review Watermaster’s action, in addition to their request for this Court to interpret the

26
27 ¹ This Court has ordered Watermaster to proceed in a manner consistent with the Peace
28 Agreement. (July 13, 2000 Order Concerning Adoption of OBMP.)

² *Ibid.*

1 Peace Agreement. Consequently, Watermaster respectfully requests that the Court continue the
2 Hearing to November 6, 2020, at 1:30 p.m. to allow Watermaster sufficient time and the
3 opportunity to respond to the allegations and to clearly set forth Watermaster actions which may
4 be relevant to the dispute between the Eleven Appropriators and the Ag Pool. Watermaster’s
5 response brief will be limited to outlining and defending its consistent and continuing actions in
6 accommodating the request of both the members of Appropriative Pool and the Ag Pool when
7 invoicing the members of the Appropriative Pool for expenses incurred by the Ag Pool under
8 Section 5.4 of the Peace Agreement.

9 **II. THE MOTION SOUGHT AN INTERPRETATION OF THE PEACE**
10 **AGREEMENT**

11 Originally nine, and now eleven, members of the Appropriative Pool and the Overlying
12 (Agricultural) Pool (“Ag Pool”) are engaged in a dispute regarding payment of the Ag Pool’s
13 legal expenses pursuant to Section 5.4(a) of the Peace Agreement. This dispute culminated in the
14 filing of the September 18, 2020 Motion.

15 The Motion requests this Court’s determination about the “proper interpretation of the
16 Peace Agreement.” (See Motion, p. 4; Memorandum of Points & Authorities, p. 6; see also
17 [Proposed] Order Granting Motion of Appropriative Pool Member Agencies Re: Agricultural
18 Pool Legal and Other Expenses.) While the Motion refers to Watermaster actions related to the
19 underlying dispute, the Motion does not state that it is seeking review of any specific
20 Watermaster action pursuant to Paragraph 31 of the Restated Judgment.³ (*Ibid.*) Indeed, the
21 Motion does not request or pray for relief against Watermaster; nor does the Proposed Order
22 include any Court findings or ruling as to any particular Watermaster action, or any direction to
23 Watermaster. Watermaster is not a party to the Peace Agreement and Watermaster did not take a
24 position on the Motion. Thereafter, on October 9, 2020, the Ag Pool filed its Opposition to the
25 Motion. The Opposition makes clear that the Ag Pool viewed the Motion as relating to the terms
26 of the Peace Agreement, and its Opposition asserted alternative dispute resolution provisions in

27 _____
28 ³ Paragraph 31 of the Restated Judgment provides for judicial review of “any Watermaster[]
action, decision or rule.”

1 the Peace Agreement as a reason why the relief sought in the Motion should be denied. (See
2 Opposition, p. 3.) In response to this argument, the Reply asserts, for the first time, that “judicial
3 review [of the Motion] is appropriate to resolve this dispute under both Sections 15 and 31 of the
4 Judgment” and that: “The Motion invokes the Court’s jurisdiction under Section 31, challenging
5 Watermaster’s actions in approving budget increases requested by the Ag Pool and issuing an
6 invoice to the Ag Pool.” (Reply, pp. 5, 7.) The Reply further identifies the challenged action as
7 Watermaster’s August 25, 2020 decision to direct staff to issue certain invoices to the
8 Appropriative Pool parties for the Ag Pool’s legal expenses. (*Ibid.*) And the Reply claims that
9 the Motion “seeks judicial interpretation of ambiguous language that is based upon a procedure
10 binding on Watermaster under the Judgment, not a contract amendment.” (Reply, p. 14.)

11 **III. GOOD CAUSE EXISTS TO CONTINUE THE HEARING**

12 Watermaster understands the difficulty in obtaining suitable dates for the parties and more
13 specifically, the burden on the Court in resolving heavily briefed, arcane and complex matters.
14 Consequently, over the past 20 years, Watermaster has rarely, if ever, requested the Court to
15 continue a scheduled item. However, this instance—surprise arising from the Reply—requires
16 Watermaster to seek a short continuance for the purpose of informing the Court of the manner in
17 which the Peace Agreement and its orders have been properly administered and is a paramount
18 consideration.

19 Whether Paragraph 31 is available to the Eleven Appropriators is not a concern to
20 Watermaster. What is important is that, as framed by the Reply, resolution of the conflict raises
21 fundamental issues regarding Watermaster’s administration of the Peace Agreement and its
22 orders. Watermaster believes that it has faithfully discharged its duty to the Court and to the
23 parties. A fair review of the record should assist the Court in its assessment of whether this is the
24 case and whether Watermaster acted properly. If required, the Court can provide direction that
25 can be consistently and transparently adhered to by Watermaster in the future.

26 Notably, the October 15, 2020 *ex parte* application filed by the City of Chino is consistent
27 with this reading of the Motion. The City of Chino—which joined in the Motion—on October
28 15, 2020 filed an *Ex Parte* Application for an Order to Extend Time Under Judgment, Paragraph

1 31(c) to Challenge Watermaster Action/Decision on August 25, 2020 to Issue Invoices to Pay Ag
2 Pool Legal Expenses to Appropriators Including the City of Chino (“Chino Application”).⁴ The
3 Court granted the City’s application and extended its time to do so through December 23, 2020.
4 The Court similarly invited other Appropriative Pool members to request similar relief at the
5 scheduled October 23, 2020 hearing.

6 If the Motion included their challenge to or request for review of a Watermaster action
7 under Paragraph 31(c), the Chino Application would have been unnecessary. All counsel for the
8 moving parties were given notice of the Chino Application and many were present for the hearing
9 on the Chino Application via CourtCall and no indication was given at the October 16, 2020
10 hearing that Chino’s Application or that the Court’s offer to allow them to apply for the same
11 relief was unnecessary as duplicative of or subsumed within the Motion.

12 Without the requested continuance, Watermaster will be unable to address those
13 arguments prior to the Court’s decision on the merits of the Motion. (Herrema Decl., ¶ 3.)
14 Watermaster proposes a short continuance of the Hearing to November 6, 2020, at 1:30 p.m. for
15 Watermaster to file a pleading responsive to the Motion and for the moving parties to respond to
16 that pleading in the timelines set forth in the Code of Civil Procedure.⁵ Watermaster’s response
17 brief will be limited to outlining and defending its consistent and continuing actions in
18 accommodating the request of both the members of Appropriative Pool and the Ag Pool when
19 invoicing the members of the Appropriative Pool for expenses incurred by the Ag Pool under
20 Section 5.4 of the Peace Agreement.

21 **IV. CONCLUSION**

22 For the reasons discussed above, Watermaster respectfully requests the Court grant this *Ex*
23 *Parte* Application and continue the Hearing to November 6, 2020.

24
25
26 ⁴ The City of Chino’s counsel did sign the October 16, 2020 Reply.

27 ⁵ In the alternative, the Court might order that any Paragraph 31 challenge to or review of
28 Watermaster’s actions related to the Ag Pool legal expenses and invoices that are the subject of
the Motion will be deferred to consideration of a motion such as that contemplated by the Chino
Application.

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Dated: October 20, 2020

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

By: 

SCOTT S. SLATER
BRADLEY J. HERREMA
CHRISTOPHER R. GUILLEN
ATTORNEYS FOR
CHINO BASIN WATERMASTER

DECLARATION OF BRADLEY J. HERREMA

I, Bradley J. Herrema, declare:

1. I am an attorney duly admitted to practice before all of the courts of this State, and am a shareholder in the law firm of Brownstein Hyatt Farber Schreck, LLP, counsel of record for Chino Basin Watermaster (“Watermaster”). I have personal knowledge of the facts stated in this declaration, except where stated on information and belief, and, if called as a witness, I could and would competently testify to them under oath. I make this declaration in support of the above-referenced *Ex Parte* Application.

2. As legal counsel for Watermaster, I am familiar with Watermaster’s practices and procedures, as well as actions taken by the Pool Committees, Advisory Committee and Watermaster Board.

3. Good cause exists to continue the Hearing to permit Watermaster the opportunity to address the arguments asserted by the Eleven Appropriators in the Reply. As described above, the Motion does not make clear that it is requesting review of any Watermaster action. The Ag Pool’s Opposition and the City of Chino’s *Ex Parte* Application make clear that they viewed the Motion in the same manner. Without the requested continuance, Watermaster will be unable to address those arguments prior to the Court’s decision on the merits of the Motion.

4. On October 20, 2020, I spoke with counsel for all of the Eleven Appropriators, except San Antonio Water Company and Fontana Union Water District, over the phone. I attempted to reach counsel for San Antonio Water Company, Fontana Union Water District and the Ag Pool over the phone but was unable to do so. Accordingly, I sent counsel for all parties email notice informing them of this *Ex Parte* Application. Via the email correspondence and telephone conferences, I informed counsel about this *Ex Parte* Application, including the date, time, and location of the pre-reserved hearing on the *Ex Parte* Application, and the specific nature of the relief Watermaster requests: a continuance of the hearing on the Motion to November 6, 2020. I also informed counsel that pursuant to the Local Rules, Watermaster would file and serve the parties with the *Ex Parte* Application and all other filings supporting the *Ex Parte* Application prior to 12:00 p.m. on October 21, 2020.

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5. Prior to 12:00 p.m. on October 21, 2020, Watermaster staff caused a copy of the *Ex Parte Application* and all other filings supporting the *Ex Parte Application* to be served on all of the parties to this action.

6. Based upon my conversation with counsel, it is my understanding that some parties may oppose the *Ex Parte Application*.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 20th day of October, 2020, at Redondo Beach, California.



BRADLEY J. HERREMA

[PROPOSED] ORDER

1
2 On October 22, 2020, in Department S35 of the above-entitled Court, the Chino Basin
3 Watermaster's ("Watermaster") Ex Parte Application To Continue October 23, 2020 Hearing On
4 Motion Of Appropriative Pool Member Agencies Re: Agricultural Pool Legal Expenses came for
5 hearing in the above-captioned matter. Having read and considered the papers and heard the
6 arguments of counsel, if any, the *Ex Parte* Application is **GRANTED**.

7 The Court hereby continues the hearing on the Motion of Appropriative Pool Member
8 Agencies Re: Agricultural Pool Legal and Other Expenses filed by City of Pomona, San Antonio
9 Water Company, Fontana Union Water Company, Monte Vista Water District, Monte Vista
10 Water Irrigation Company, Cucamonga Valley Water District, Jurupa Community Services
11 District, and City of Chino Hills from October 23, 2020 to November 6, 2020 at 1:30 p.m.
12 Watermaster's response brief will be limited to outlining and defending its consistent and
13 continuing actions in accommodating the request of both the members of Appropriative Pool and
14 the Ag Pool when invoicing the members of the Appropriative Pool for expenses incurred by the
15 Ag Pool under Section 5.4 of the Peace Agreement. Any additional responsive pleadings and
16 reply briefs to the Motion shall be filed pursuant the time periods provided by the Code of Civil
17 Procedure.

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19
20
21 Dated: _____

Hon. Stanford E. Reichert
Judge of the Superior Court

22
23 21758597

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 October 20, 2020 I served the following:

1. CHINO BASIN WATERMASTER EX PARTE APPLICATION TO CONTINUE
OCTOBER 23, 2020 HEARING ON MOTION OF APPROPRIATIVE POOL MEMBER
AGENCIES RE: AGRICULTURAL POOL LEGAL EXPENSES; DECLARATION OF BRADLEY
J. HERREMA: [PROPOSED] ORDER

/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

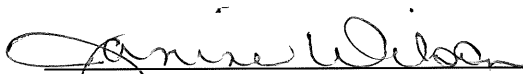
/ BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ 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 October 20, 2020 in Rancho Cucamonga, California.


By: Janine Wilson
Chino Basin Watermaster

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EXHIBIT 28

ORIGINAL

FAKED

FEE EXEMPT

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 28 2020

BY Amber Bouchard
AMBER BOUCHARD, DEPUTY

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

CHINO BASIN MUNICIPAL WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, ET AL.,

Defendants.

Case No. RCV RS 51010

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

ORDER ON CHINO BASIN WATERMASTER EX PARTE APPLICATION TO CONTINUE OCTOBER 23, 2020 HEARING ON MOTION OF APPROPRIATIVE POOL MEMBER AGENCIES RE: AGRICULTURAL POOL LEGAL EXPENSES

Date: October 22, 2020
Time: 1:30 p.m.
Dept: S35

On October 22, 2020, at 1:30 p.m., in Department S35 of the above-entitled Court, the Chino Basin Watermaster's ("Watermaster") Ex Parte Application To Continue October 23, 2020 Hearing On Motion Of Appropriative Pool Member Agencies Re: Agricultural Pool Legal Expenses came for hearing in the above-captioned matter.

Scott S. Slater and Bradley J. Herrema appeared in person on behalf of Chino Basin Watermaster.

Jimmy L. Gutierrez appeared in person on behalf of the City of Chino.

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John J. Schatz appeared in person on behalf of the Appropriative Pool.

Tracy J. Egoscue appeared in person on behalf of the Overlying (Agricultural) Pool.

The following attorneys appeared via CourtCall: Steve Anderson and Jeremy Holm for Cucamonga Valley Water District; Kyle H. Brochard for the City of Upland, Robert E. Donlan and Shawnda M. Grady for Jurupa Community Services District; Frederic A. Fudacz and Gina R. Nicholls for the City of Ontario, Andrew B. Gagen for the Monte Vista Water District and Monte Vista Irrigation Company; Marilyn Levin for the State of California; and, Elizabeth M. Calciano for the City of Chino Hills.

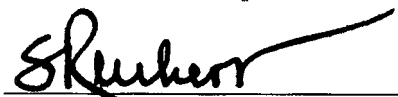
Having read and considered the papers and heard the arguments of counsel, the *Ex Parte* Application is **GRANTED**.

IT IS HEREBY ORDERED:

1. The hearing on the Motion of Appropriative Pool Member Agencies Re: Agricultural Pool Legal and Other Expenses (“Motion”) is continued from October 23, 2020 to November 13, 2020, at 1:30 p.m. Watermaster’s opposition to the Motion shall be served and filed no later than 11:59 p.m. on October 27, 2020. The moving parties’ reply shall be served and filed no later than 11:59 p.m. on November 4, 2020.

2. The following parties shall have until December 23, 2020 to file a motion under Paragraph 31(c) of the Restated Judgment regarding the Watermaster Board’s actions or decisions on August 25, 2020 pertaining to its order to issue invoices to Members of the Appropriative Pool to pay the sum of \$165,694.75: the City of Chino, the City of Chino Hills, Cucamonga Valley Water District, Fontana Union Water Company, Jurupa Community Services District, Monte Vista Irrigation Company, Monte Vista Water District, the City of Ontario, the City of Pomona, San Antonio Water Company, and the City of Upland.

Dated: 10-28-20



Hon. Stanford E. Reichert
Judge of the Superior Court

21772698

EXHIBIT 29

FEE EXEMPT

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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]

**CHINO BASIN WATERMASTER REPLY
TO APPROPRIATIVE POOL MEMBER
AGENCIES' OPPOSITION TO CHINO
BASIN WATERMASTER EX PARTE
APPLICATION TO CONTINUE HEARING
ON MOTION RE: AGRICULTURAL
POOL LEGAL EXPENSES**

Date: October 22, 2020
Time: 1:30 p.m.
Dept: S35

BROWNSTEIN HYATT FARBER SCHRECK, LLP
1021 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101-2102

1 The Chino Basin Watermaster (“Watermaster”) hereby submits its Reply to the
2 Appropriative Pool Member Agencies’ Opposition to Chino Basin Watermaster Ex Parte
3 Application to Continue Hearing on Motion Re: Agricultural Pool Legal Expenses
4 (“Opposition”). Good cause exists for Watermaster’s requested continuance of the October 23,
5 2020 hearing on the Motion of Appropriative Pool Member Agencies Re: Agricultural Pool Legal
6 and Other Expenses (“Motion”) to November 6, 2020.

7 The Eleven Appropriators’¹ effort to narrow the focus of their Motion in their Opposition
8 is welcome but their characterization is ineffectual. They did not propose to strike the allegations
9 in their Reply that Watermaster’s actions are being challenged or that there is some unstated duty
10 arising under the Judgment that is binding upon Watermaster that now requires judicial review
11 and resolution.

12 The Reply clearly and unequivocally states that the Motion is “*challenging Watermaster’s*
13 *actions* in approving budget increases requested by the Agricultural Pool and issuing an invoice
14 to the Ag Pool.” (Reply, p. 7:21 [emphasis added].) The Reply seeks “judicial interpretation of
15 ambiguous language that is *based upon procedures binding upon Watermaster under the*
16 *Judgment*” (Reply, p. 14:20-21.)

17 These are the words of the Eleven Appropriators. If Watermaster’s actions are being
18 “challenged” and there is to be a judicial determination about what is “binding upon Watermaster
19 under the Judgment” as the Eleven Appropriators argue, then this Court should hear from
20 Watermaster. After all, Watermaster is the entity created by the Judgment to administer the
21 decree and the entity required by the Court to implement the Peace Agreement.

22 If its actions are being challenged, the Court deserves to learn from Watermaster the
23 nature of its actions and why they were undertaken. Only after an open and transparent airing can
24 the Court fairly evaluate the “challenge.” Moreover, if there is a “*procedure binding upon*
25 *Watermaster under the Judgment*” then the Court should be made aware of that procedure and

26 _____
27 ¹ The City of Ontario, City of Pomona, San Antonio Water Company, Fontana Union Water
28 Company, Monte Vista Water District, Monte Vista Water Irrigation Company, Cucamonga
Valley Water District, Jurupa Community Services District, City of Chino Hills, the City of
Chino and the City of Upland.

1 compare it to the method under which the assessments implementing Section 5.4 of the Peace
2 Agreement have been carried out over the past 20 years.


3 In the instant case, Watermaster has exercised great restraint in not entering the fray on
4 the interpretive question pertinent to the meaning of Section 5.4 of the Peace Agreement. Its
5 effort to steer clear of that conflict remains unchanged by this *Ex Parte* Application. As the
6 Court's duly appointed special master, Watermaster seeks to continue the hearing for two weeks
7 to fairly brief the Court as to its role in this "challenge," which the Court may find helpful in the
8 resolution of this and other matters in the future.

9 This Court is well aware from its personal experience that the divergent positions of the
10 individual parties before the Court have almost always been accommodated. At times, nuanced
11 arguments are asserted whereby resolutions of questions regarding implementation of the decree
12 lend themselves to broad participation in oral argument by all parties to the Judgment. Nowhere is
13 this more true than in the case seeking review of a Watermaster action in which the Eleven
14 Appropriators invoke a procedure binding on Watermaster arising under the Judgment.

15 The Opposition points to no prejudice—other than time—as a result of the requested
16 continuance, and when compared with the interests of justice in a complete and accurate record,
17 the continuance should be granted. Accordingly, Watermaster respectfully requests the Court to
18 grant its *Ex Parte* Application and continue the hearing on the Motion to November 6, 2020.

19
20
21
22 Dated: October 21, 2020

BROWNSTEIN HYATT FARBER
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23 By: 
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28 ATTORNEYS FOR
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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 October 21, 2020 I served the following:

1. CHINO BASIN WATERMASTER REPLY TO APPROPRIATIVE POOL MEMBER AGENCIES' OPPOSITION TO CHINO BASIN WATERMASTER EX PARTE APPLICATION TO CONTINUE HEARING ON MOTION RE: AGRICULTURAL POOL LEGAL EXPENSES

BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:

See attached service list: Mailing List 1

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

BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 21, 2020 in Rancho Cucamonga, California.



By: Janine Wilson
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EXHIBIT 30

PEACE AGREEMENT

CHINO BASIN

JUNE 29, 2000

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PEACE AGREEMENT CHINO BASIN

THIS AGREEMENT (Agreement) is dated the 29th day of June, 2000 regarding the Chino Groundwater Basin.

RECITALS

WHEREAS, disputes have arisen from time to time among and between water users within the Santa Ana River Watershed resulting in a judgment entered in Orange County Superior Court Case No. 117628, Orange County Water District v. City of Chino in 1969; and

WHEREAS, a complaint was filed on January 2, 1975, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution for the Chino Groundwater Basin (hereinafter Chino Basin); and

WHEREAS, a Judgment was entered in San Bernardino County Superior Court Case No. 164327 in Chino Basin Municipal Water District v. City of Chino, et al. in 1978, now designated No. RCV 51010 that adjudicated rights to the groundwater and storage capacity within the Chino Basin and established a physical solution; and

WHEREAS, the Parties intend that each Producer should be able to Produce both the quantity and quality of water to meet its water supply needs to the greatest extent possible from the water that underlies the Producer's area of benefit; and

WHEREAS, the Judgment provides the State of California is the largest owner of land overlying the Chino Basin, and provides that all future Production by the State, or its departments or agencies for overlying use on State-owned lands shall be considered as use by the Agricultural Pool; and

WHEREAS, Paragraph 16 of the Judgment authorized the appointment of a Watermaster for a term or terms of five (5) years; and

WHEREAS, Watermaster has the express powers and duties as provided in the Judgment or as "hereafter ordered or authorized by the Court in the exercise of the Court's continuing jurisdiction" subject to the limitations stated elsewhere in the Judgment; and

WHEREAS, Paragraph 41 of the Judgment provides that "Watermaster, with the advice of the Advisory and Pool Committees" has "discretionary powers in order to develop an optimum basin management program (OBMP) for Chino Basin"; and

WHEREAS, on February 19, 1998, in San Bernardino County Superior Court Case Number RCV 51010, the Court appointed a "Nine-member Board as Interim Watermaster for a twenty-six month period commencing March 1, 1998 and ending June 30, 2000" and "directed the Interim Watermaster to develop and submit the OBMP"; and

WHEREAS, a draft Programmatic Environmental Impact Report (PEIR) for the OBMP has been completed and distributed to the Parties as well as the State Clearinghouse and other interested Parties and the Inland Empire Utilities Agency (IEUA) is serving as "Lead Agency" for purposes of preparing and completing the PEIR as previously directed by the Court on November 18, 1999; and

WHEREAS, this Agreement facilitates the implementation of the OBMP which is subject to environmental review under the California Environmental Quality Act (CEQA) as previously directed by the Court; and

WHEREAS, disputes have arisen in regard to a number of matters pertaining to the power and authority of the Court and Watermaster under the Judgment, including but not limited to Watermaster power and author-

ity regarding recharge, owning property, holding water rights, water Transfers, storage, yield management, land use conversions, assessments, benefits, procedures and the adoption and implementation of the OBMP; and

WHEREAS, OCWD has filed a petition with the State Water Resources Control Board requesting a change of the Santa Ana River's "Fully Appropriated" status, and filed an application to appropriate up to five hundred seven thousand (507,000) acre-feet of such newly declared surplus water; and

WHEREAS, the Parties to this Agreement desire to resolve issues by consent under the express terms and conditions stated herein; and

WHEREAS, the Parties wish to preserve and maintain Watermaster's role under the Judgment without compromising the Parties' collective and individual "benefits of the bargain" under this Agreement; and

WHEREAS, the Parties intend that this Agreement shall enable the adoption and implementation of an OBMP consistent herewith, which will benefit the Basin and all Parties hereto;

NOW, THEREFORE, in consideration of the mutual promises specified herein and by conditioning their performance under this Agreement upon conditions precedent set forth in Article III, the Watermaster approval and Court Order of its terms, and for other good and valuable consideration, the Parties agree as follows:

I

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. As used in this Agreement, these terms, including any grammatical variations thereof shall have the following meanings:

- (a) "Agricultural Pool" shall have the meaning of Overlying (Agricultural) Pool as used in the Judgment and shall include all its members;
- (b) "Appropriative Pool" shall have the meaning as used in the Judgment and shall include all its members;
- (c) "Basin Water" means groundwater within Chino Basin which is part of the Safe Yield, Operating Safe Yield, or Replenishment Water in the Basin as a result of operations under the physical solution decreed in the Judgment. Basin Water does not include "Stored Water;"
- (d) "Best Efforts" means reasonable diligence and reasonable efforts under the totality of the circumstances. Indifference and inaction do not constitute Best Efforts. Futile action(s) are not required.
- (e) "CBWCD" means the Chino Basin Water Conservation District;
- (f) "CEQA" means the California Environmental Quality Act, Public Resources Code Sections 21000 et seq; 14 California Code of Regulations 15000 et seq.;
- (g) "Chino Basin" or "Basin" means the groundwater basin underlying the area shown on Exhibit "B" to the Judgment and within the boundaries described on Exhibit "K" to the Judgment;
- (h) "Chino Basin Watershed" means the surface drainage area tributary to and overlying Chino Basin;

- (i) “Chino I Desalter” also known as the SAWPA Desalter means the Desalter owned and operated by PC14 with a present capacity of eight (8) million gallons per day (mgd) and in existence on the Effective Date;
- (j) “Chino I Desalter Expansion” means the planned expansion of the Chino I Desalter from its present capacity of eight (8) mgd to a capacity of up to fourteen (14) mgd, to be owned and operated by IEUA and WMWD acting through PC14;
- (k) “Chino II Desalter” means a new Desalter not in existence on the Effective Date with a design capacity of ten (10) mgd, to be owned, constructed, and operated by IEUA and WMWD acting independently or in their complete discretion, acting through the PC14, constructed and operated consistent with the OBMP and to be located on the eastside of the Chino Basin;
- (l) “Court” means the court exercising continuing jurisdiction under the Judgment;
- (m) “Date of Execution” means the first day following the approval and execution of the Agreement by the last Party to do so;
- (n) “Desalter” and “Desalters” means the Chino I Desalter, Chino I Desalter Expansion, the Chino II Desalter and Future Desalters, consisting of all the capital facilities and processes that remove salt from Basin Water, including extraction wells, transmission facilities for delivery of groundwater to the Desalter, Desalter treatment and delivery facilities for the desalted water including pumping and storage facilities, and treatment and disposal capacity in the SARI System;

- (o) “Early Transfer” means the reallocation of Safe Yield not Produced by the Agricultural Pool to the Appropriative Pool on an annual basis rather than according to the five year increment described in Paragraph 10 of Exhibit “H” of the Judgment;
- (p) “Effective Date” means October 1, 2000, provided that all conditions precedent have been waived or satisfied;
- (q) “Future Desalters” means enlargement of the Chino I Desalter to a capacity greater than the Chino I Expansion or enlargement of the Chino II Desalter and any other new Desalter facilities that may be needed to carry out the purposes of the OBMP over the term of this Agreement;
- (r) “General law” means all applicable state and federal law;
- (s) “Groundwater” means water beneath the surface of the ground and within the zone of saturation, i.e., below the existing water table;
- (t) “IEUA” means the Inland Empire Utilities Agency, referred to in the Judgment as Chino Basin Municipal Water District;
- (u) “In-lieu recharge” means taking supplies of Supplemental Water in lieu of pumping groundwater otherwise subject to Production as an allocated share of Operating Safe Yield, as provided in Exhibit “H” Paragraph 11 of the Judgment;
- (v) “Judgment” means the Judgment dated January 27, 1978, in San Bernardino County Case No. 164327 (redesignated as San Bernardino County Case No. RCV 51010) as amended by Order Approving Amendments to Judgment Dated December 1, 1995, and Order for Amendments to the Judgment Regard-

ing Changes in Pooling Plans and Appropriate Pool Representation on the Advisory Committee, dated September 18, 1996 and other such amendments;

- (w) “Jurupa Community Services District” (JCSD) means the Jurupa Community Services District and the Santa Ana River Water Company individually. Subject to the provisions of this Agreement, the design and delivery obligations for the Chino II Desalter set forth in Section 7.3 regarding Jurupa Community Services District include both the Jurupa Community Services District and the Santa Ana River Water Company. Santa Ana River Water Company may exercise its discretion to receive its portion of the desalted water through an interconnection or at its own expense through an independent pipeline to connect to the Chino II Desalter or in any other method as the Jurupa Community Services District and the Santa Ana River Water Company may jointly agree. Nothing in this definition shall be construed as expanding the initial mgd capacity of the Chino II Desalter as provided in the facilities plan which is attachment “1” to the OBMP Implementation Plan (Exhibit “B” hereto). If it is necessary to meet Santa Ana River Water Company’s demands and there is insufficient initial capacity in the Chino II Desalter to satisfy the demands of Santa Ana River Water Company for desalted water in the quantities as provided in the Revised Draft Water Supply Plan Phase I Desalting Project Facilities Report, Jurupa’s and Ontario’s entitlement to desalted water made available from the initial capacity of the Chino II Desalter shall abate pro-rata to accommodate the demand of Santa Ana River Water Company up to a maximum quantity of 1,300 acre feet per year.
- (x) “Local Storage” means water held in a storage account pursuant to a Local Storage agreement between a party to the

Judgment and Watermaster and consisting of: (i) a Producer's unproduced carry-over water or (ii) a party to the Judgment's Supplemental Water, up to a cumulative maximum of fifty thousand (50,000) acre-feet for all parties to the Judgment.

- (y) "Material Physical Injury" means material injury that is attributable to the Recharge, Transfer, storage and recovery, management, movement or Production of water, or implementation of the OBMP, including, but not limited to, degradation of water quality, liquefaction, land subsidence, increases in pump lift (lower water levels) and adverse impacts associated with rising groundwater. Material Physical Injury does not include "economic injury" that results from other than physical causes. Once fully mitigated, physical injury shall no longer be considered to be material;
- (z) "Metropolitan Water District" means the Metropolitan Water District of Southern California;
- (aa) "New Yield" means proven increases in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of rising water, capture of available storm flow, operation of the Desalters (including the Chino I Desalter), induced Recharge and other management activities implemented and operational after June 1, 2000;
- (bb) "Non-Agricultural Pool" shall have the meaning as used in the Judgment for the Overlying (Non-Agricultural Pool) and shall include all its members;
- (cc) "OBMP Assessments" means assessments, other than the assessments levied as provided in Section 5.1(g), levied by Watermaster for the purpose of implementing the Optimum

Basin Management Program (OBMP),, which shall be deemed Administrative Assessments under Paragraph 54 of the Judgment.

- (dd) "OCWD" means the Orange County Water District;
- (ee) "Operating Safe Yield" means the annual amount of groundwater which Watermaster shall determine, pursuant to criteria specified in Exhibit "I" to the Judgment, can be Produced from Chino Basin by the Appropriative Pool parties free of Replenishment obligation under the Physical Solution. Watermaster shall include any New Yield in determining Operating Safe Yield;
- (ff) "Overdraft" means a condition wherein the total annual Production from the Basin exceeds the Safe Yield thereof, as provided in the Judgment;
- (gg) "Party or Parties" means a Party to this Agreement;
- (hh) "Party or parties to the Judgment" means a party to the Judgment;
- (ii) "Produce or Produced" means to pump or extract groundwater from the Chino Basin;
- (jj) "Producer" means any person who Produces groundwater from the Chino Basin;
- (kk) "Production" means the annual quantity, stated in acre feet, of water Produced from the Chino Basin;
- (ll) "PC14" means Project Committee No. 14, members of SAWPA, composed of IEUA, WMWD, and OCWD, pursuant

to Section 18 of the SAWPA Joint Exercise of Powers Agreement which now constitutes the executive Authority through which SAWPA acts with respect to the Chino I Desalter;

- (mm) “Public Hearing” means a hearing of Watermaster after notice pursuant to Paragraphs 58 and 59 or other Paragraphs of the Judgment that may be applicable, to all parties to the Judgment and to any other person entitled to notice under the Judgment, this Agreement or general law;
- (nn) “Recharge and Recharge Water” means introduction of water into the Basin, directly or indirectly, through injection, percolation, delivering water for use in-lieu of Production or other method. Recharge references the physical act of introducing water into the Basin. Recharge includes Replenishment Water but not all Recharge is Replenishment Water. This definition shall not be construed to limit or abrogate the authority of CBWCD under general law;
- (oo) “Replenishment Water” means Supplemental Water used to Recharge the Basin pursuant to the physical solution, either directly by percolating or injecting the water into the Basin or indirectly by delivering the water for use in lieu of Production and use of Safe Yield or Operating Safe Yield;
- (pp) “Recycled Wastewater” means water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that would not otherwise occur and is therefore considered a valuable resource, referred to as “reclaimed water” in the Judgment.
- (qq) “Safe Yield” means the long-term average annual quantity of groundwater (excluding Replenishment Water or Stored Water but including return flow to the Basin from use of

Replenishment or Stored Water) which can be Produced from the Basin under cultural conditions of a particular year without causing an undesirable result;

- (rr) “Salt Credits” means an assignable credit that may be granted by the Regional Water Quality Control Board and computed by Watermaster from activities that result from removal of salt from the Basin, or that result in a decrease in the amount of salt entering the Basin;
- (ss) “SAWPA” means the Santa Ana Watershed Project Authority;
- (tt) “Sphere of Influence” has the same meaning as set forth in Government Code Section 56076;
- (uu) “Storage and Recovery Program” means the use of the available storage capacity of the Basin by any person under the direction and control of Watermaster pursuant to a storage and recovery agreement but excluding “Local Storage”, including the right to export water for use outside the Chino Basin and typically of broad and mutual benefit to the parties to the Judgment;
- (vv) “Stored Water” means Supplemental Water held in storage, as a result of direct spreading, injection or in-lieu delivery, for subsequent withdrawal and use pursuant to agreement with Watermaster;
- (ww) “Supplemental Water” means water imported to Chino Basin from outside the Chino Basin Watershed and recycled water;
- (xx) “Transfer” means the assignment, lease, or sale of a right to Produce water to another Producer within the Chino Basin or to another person or entity for use outside the Basin in con-

formance with the Judgment, whether the Transfer is of a temporary or permanent nature;

(yy) “TVMWD” means Three Valleys Municipal Water District (referred to in the Judgment as Pomona Valley Municipal Water District);

(zz) “Watermaster” means Watermaster as the term is used in the Judgment;

(aaa) “Watermaster Resolution 88-3” means the resolution by the Chino Basin Watermaster establishing the procedure for transferring unallocated Safe Yield water from the Agricultural Pool to the Appropriative Pool, adopted on April 6, 1988 and rescinding Resolution 84-2 in its entirety;

(bbb) “WMWD” means Western Municipal Water District;

1.2 Rules of Construction.

(a) Unless the context clearly requires otherwise:

(i) The plural and singular forms include the other;

(ii) “Shall,” “will,” “must,” and “agrees” are each mandatory;

(iii) “may” is permissive;

(iv) “or” is not exclusive;

(v) “includes” and “including” are not limiting; and

(vi) “between” includes the ends of the identified range.

- (b) Headings at the beginning of Articles, paragraphs and subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used in construing it.
- (c) The masculine gender shall include the feminine and neuter genders and vice versa.
- (d) The word “person” shall include individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, water district and other entity of whatever nature.
- (e) Reference to any agreement (including this Agreement), document, or instrument means such agreement, document, instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof.
- (f) Except as specifically provided herein, reference to any law, statute, ordinance, regulation or the like means such law as amended, modified, codified or reenacted, in whole or in part and in effect from time to time, including any rules and regulations promulgated thereunder.

II COMPLIANCE WITH CEQA

2.1 Commitments Shall be Consistent With CEQA Compliance. In executing this Agreement, the Parties agree that no commitment will be made to carry out any “project” under the OBMP and within the meaning of CEQA unless and until the environmental review and assessments required by CEQA for that defined “project” have been

completed. Any future implementing actions in furtherance of Program Elements 2 through 9 that meet the definition of "project" under CEQA, shall be subject to further environmental documentation in the form of an exemption, a negative declaration, mitigated negative declaration, environmental impact report, supplemental EIR or subsequent EIR. Any challenge claiming a breach of this article shall be brought within the same period of time applicable to claims under Public Resources Code section 21000, et seq.

2.2 Reservation of Discretion. Execution of this Agreement is not intended to commit any Party to undertake a project without compliance with CEQA or to commit the Parties to a course of action, which would result in the present approval of a future project.

2.3 No Prejudice by Comment or Failure to Comment. Nothing in the PEIR, or a Party's failure to object or comment thereon, shall limit any Party's right to allege that "Material Physical Injury" will result or has resulted from the implementation of the OBMP, the storage, recovery, management, movement or Production of water as provided in Article V herein.

2.4 Acknowledgment that IEUA is the Lead Agency. IEUA has been properly designated as the "Lead Agency" for the purposes of preparing the PEIR as ordered by court on November 18, 1999.

III CONDITIONS PRECEDENT

3.1 Performance Under Articles V, VI, and VII is Subject to Satisfaction of Conditions Precedent. Each Party's obligations under this Agreement are subject to the satisfaction of the following conditions on or before the dates specified below, unless satisfaction of a specified condition or conditions is waived in writing by all other Parties:

- (a) The Parties' covenants and commitments set forth in Article V are expressly conditioned upon Watermaster's contemporaneous approval of this Agreement and the OBMP Implementation Plan by June 29, 2000 and upon an Order of the Court directing Watermaster to proceed in accordance with this Agreement and only this Agreement, on or before July 13, 2000. Watermaster's approval of this Agreement and the OBMP Implementation Plan shall be in the form of a resolution substantially similar to Exhibit "A" attached hereto and it shall contain a commitment to adopt the requisite policies and procedures to implement the provisions set forth in Article V on or before December 31, 2000, unless an earlier date for performance is otherwise expressly provided herein.
- (b) Appropriation by the California Legislature of at least \$121,000,000 from the proceeds made available by the passage of Proposition 13 for the benefit of the SAWPA by October 1, 2000.

IV MUTUAL COVENANTS

- 4.1 Joint Defense. The Parties shall proceed with reasonable diligence and use Best Efforts to jointly defend any lawsuit or administrative proceeding challenging the legality, validity, or enforceability of any term of this Agreement. However, nothing herein shall require the State of California to incur legal or administrative costs in support of such an effort.
- 4.2 No Opposition to the OBMP. No Party to this Agreement shall oppose Watermaster's adoption and implementation of the OBMP as provided in Exhibit B attached hereto in a manner consistent with this Agreement, or the execution of Memoranda of Agreement that incorporate the provisions which are substantially similar to those

contained in Exhibit "C" attached hereto. Nothing herein shall be construed as limiting any Party's right of participation in all the functions of Watermaster as are provided in the Judgment or to preclude a party to the Judgment from seeking judicial review of Watermaster determinations pursuant to the Judgment or as otherwise provided in this Agreement.

4.3 Indemnification of the Agricultural Pool. The Parties shall indemnify and defend the State of California and the members of the Agricultural Pool against any lawsuit or administrative proceedings, without limitation, arising from Watermaster's adoption, approval, management, or implementation of a Storage and Recovery Program.

4.4 Consent to Specified Changes to the Judgment. Each Party consents to the following modifications to the Judgment.

(a) The Judgment shall be amended so that the last sentence of Paragraph 8 of the Judgment reads:

All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom for the term of the Peace Agreement except that the members of the Overlying (Non-Agricultural) Pool shall have the right to Transfer or lease their quantified Production rights within the Overlying (Non-Agricultural) Pool or to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000.

(b) Paragraph 6 of Exhibit "G" to the Judgment regarding the Overlying Non-Agricultural Pool shall be amended to read:

Assignment. Rights herein decreed are appurtenant to that land and are only assignable with the land for over-

lying use thereon; provided, however, (a) that any appropriator who may, directly or indirectly, undertake to provide water service to such overlying lands may, by an appropriate agency agreement on a form approved by Watermaster, exercise said overlying right to the extent, but only to the extent necessary to provide water service to said overlying lands, and (b) the members of the pool shall have the right to Transfer or lease their quantified Production rights within the pool or to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000 for the term of the Peace Agreement.

- (c) The 1995 Amendment to the Judgment shall be amended as follows: Section 10(b)(3)(i) shall now read:

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

Appendix 1 to the Judgment shall be construed to be consistent with this amendment. All other parts of the 1995 Amendment shall remain the same.

- 4.5 Construction of “Operating Yield” Under the Judgment. Exhibit I to the Judgment shall be construed to authorize Watermaster to include New Yield as a component of Operating Safe Yield.
- 4.6 Best Efforts to Obtain Funding for OBMP. Each Party shall use Best Efforts to obtain and support funding that is consistent with the

OBMP and this Agreement. The Parties shall coordinate their individual efforts and report their progress to Watermaster no less than each quarter beginning on the Effective Date.

- 4.7 CBWCD. Watermaster shall provide for, arrange or approve the necessary revenue to fund Recharge activities listed in the OBMP and CBWCD shall not assume any legal duty or responsibility to conduct Recharge other than as is expressly set forth herein, as it may agree or as may be provided under general law or the Judgment.

V

WATERMASTER PERFORMANCE

- 5.1 Recharge and Replenishment. After the Effective Date and until the termination of this Agreement, the Parties expressly consent to Watermaster's performance of the following actions, programs or procedures regarding Recharge and Replenishment:
- (a) All Recharge of the Chino Basin with Supplemental Water shall be subject to Watermaster approval.
 - (b) Watermaster will ensure that any person may make application to Watermaster to Recharge the Chino Basin with Supplemental Water, including the exercise of the right to offer to sell in-lieu Recharge water to Watermaster as provided in the Judgment and the Agreement in a manner that is consistent with the OBMP and the law. Watermaster shall not approve an application by any party to the Judgment if it is inconsistent with the terms of the Agreement, or will cause any Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any Party or the Basin caused by the Recharge of Supplemental Water shall be fully and reasonably mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and

reasonably mitigated, the request for Recharge of Supplemental Water must be denied.

- (c) Watermaster shall administer, direct and conduct the Recharge of all water in a manner that is consistent with this Agreement, the OBMP and causes no Material Physical Injury to any party to the Judgment or the Chino Basin. Nothing herein shall be construed as committing a Party to provide Supplemental Water upon terms and conditions that are not deemed acceptable to that Party.
- (d) Notwithstanding Section 5.1(c), CBWCD shall reserve its complete discretion to Recharge the Basin with water other than Supplemental Water as may be authorized by general law so long as the Recharge is in accordance with the limitations in the Judgment, if any and is in accordance with the provisions of Section 5.1(d)(i)-(v).
 - (i) Upon request by Watermaster CBWCD shall exercise Best Efforts to consult, coordinate and cooperate with Watermaster when recharging water into the Basin;
 - (ii) CBWCD shall provide Watermaster with reasonable notice in advance of any material change in its historic Recharge operations;
 - (iii) CBWCD shall not be required to provide funding for Recharge projects merely by virtue of its execution of this Agreement;
 - (iv) CBWCD shall Recharge the Basin in a manner that does not cause Material Physical Injury to any party to the Judgment or the Basin. Upon Watermaster's receipt of a written allegation that an existing or proposed

CBWCD Recharge activity has or will cause Material Physical Injury to any party to the Judgment or the Basin, Watermaster shall hold a Public Hearing within a reasonable time. Watermaster shall provide notice and opportunity to be heard to interested parties to the Judgment including CBWCD. After hearing, Watermaster may approve, deny or condition the CBWCD's Recharge. Watermaster's decision shall be based upon the record and it shall be subject to the court's review;

- (v) CBWCD's Recharge of the Basin coupled with an intent to store and recover water shall require a storage and recovery agreement.
- (e) Watermaster shall exercise its Best Efforts to:
 - (i) protect and enhance the Safe Yield of the Chino Basin through Replenishment and Recharge;
 - (ii) ensure there is sufficient Recharge capacity for Recharge Water to meet the goals of the OBMP and the future water supply needs within the Chino Basin;
 - (iii) direct Recharge relative to Production in each area and sub-area of the Basin to achieve long term balance and to promote the goal of equal access to groundwater within all areas and sub-areas of the Chino Basin;
 - (iv) evaluate the potential or threat for any Material Physical Injury to any party to the Judgment or the Chino Basin, including, but not limited to, any Material Physical Injury that may result from any Transfer of water in storage or water rights which is proposed in place of

physical Recharge of water to Chino Basin in accordance with the provisions of Section 5.3;

- (v) establish and periodically update criteria for the use of water from different sources for Replenishment purposes;
 - (vi) ensure a proper accounting of all sources of Recharge to the Chino Basin;
 - (vii) Recharge the Chino Basin with water in any area where groundwater levels have declined to such an extent that there is an imminent threat of Material Physical Injury to any party to the Judgment or the Basin;
 - (viii) maintain long-term hydrologic balance between total Recharge and discharge within all areas and sub-areas;
 - (ix) coordinate, facilitate and arrange for the construction of the works and facilities necessary to implement the quantities of Recharge identified in the OBMP Implementation Plan.
- (f) Watermaster shall undertake Recharge, using water of the lowest cost and the highest quality, giving preference as far as possible to the augmentation and the Recharge of native storm water.
- (g) In furtherance of its obligations under this Section, for a period of five years, commencing with Fiscal Year 2000-2001, and within each such Fiscal Year Watermaster shall arrange for the physical Recharge of Supplemental Water in the amount of an annual average of 6,500 acre-feet per year in one or more of

the areas commonly known as the Montclair, Brooks and Upland spreading facilities.

- (i) If for any reason at the end of the five year period, a cumulative total of 32,500 acre-feet of physical Recharge has not been accomplished under this subdivision, then Recharge shall continue at the above referenced locations at the average annual rate of 6,500 acre-feet until the full 32,500 acre-feet of physical Recharge has been accomplished;
 - (ii) The Recharged Supplemental Water shall increase the Operating Safe Yield under the Judgment. The cost and allocation of this Supplemental Water under this Section 5.1g shall be apportioned pro rata among the members of the Appropriative Pool under the Judgment according to the Producer's share of the initial Safe Yield;
 - (iii) The need to continue physical Recharge under this paragraph shall be evaluated by Watermaster after the conclusion of Fiscal Year 2004-2005. In evaluating further physical Recharge pursuant to this paragraph, Watermaster shall take into account the provisions of this Article, the Judgment and the OBMP among all other relevant factors. Except as to Watermaster's determination of Material Physical Injury, the rights of each party to the Judgment to purchase or lease water to meet its over-Production obligation shall be unaffected by this provision;
- (h) Watermaster shall not own Recharge projects, including but not limited to spreading grounds, injection wells, or diversion works. It shall never own real property. However, Watermaster may own water rights in trust for the benefit of the

parties to the Judgment. Moreover, Watermaster shall arrange, facilitate and provide for Recharge by entering into contracts with appropriate persons, which may provide facilities and operations for physical Recharge of water as required by the Judgment and this Agreement, or pursuant to the OBMP. Any such contracts shall include appropriate terms and conditions, including terms for the location and payment of costs necessary for the operation and maintenance of facilities, if any.

- (i) CBWCD's rights and obligations to obtain Replenishment Water are unaffected by the execution of this Agreement. Its obligation, rights and duties regarding Recharge may be set by arms length negotiation through separate agreement or as they otherwise exist under general law and the Judgment.
- (j) Watermaster shall provide an annual accounting of the amount of Recharge and the location of the specific types of Recharge.

5.2 Storage and Recovery. After the Effective Date and until the termination of this Agreement, the Parties expressly consent to Watermaster's performance of the following actions, programs or procedures regarding the storage and recovery of water:

- (a) In General.
 - (i) All storage capacity shall be subject to regulation and control by Watermaster;
 - (ii) No person shall store water in and recover water from the Chino Basin without an agreement with Watermaster;
 - (iii) Watermaster will ensure that any person, including but not limited to the State of California and the Department

of Water Resources may make application to Watermaster to store and recover water from the Chino Basin as provided herein in a manner that is consistent with the OBMP and the law. Watermaster shall not approve an application to store and recover water if it is inconsistent with the terms of this Agreement or will cause any Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any Party or the Basin caused by the storage and recovery of water shall be reasonably and fully mitigated as a condition of approval. In the event the Material Physical Injury cannot be mitigated, the request for storage and recovery must be denied.

- (iv) This Agreement shall not be construed to limit the State or its department or agencies from using available storage capacity in the Basin in accordance with the provisions of this Section under a storage and recovery agreement with Watermaster.

(b) Local Storage.

- (i) For a period of five years from the Effective Date, Watermaster shall ensure that: (a) the quantity of water actually held in Local Storage under a storage agreement with Watermaster is confirmed and protected and (b) each party to the Judgment shall have the right to store its un-Produced carry-over water. Thereafter, a party to the Judgment may continue to Produce the actual quantity of carry-over water and Supplemental Water held in its storage account, subject only to the loss provisions set forth in this Section 5.2. This means a party to the Judgment may increase the total volume of carry-over water it holds in Local Storage up to five years after the

Effective Date and as Watermaster may approve pursuant to a Local Storage agreement for Supplemental Water.

- (ii) For a period of five years from the Effective Date, any party to the Judgment may make application to Watermaster for a Local Storage agreement, whereby it may store Supplemental Water in the Chino Basin.
- (iii) Watermaster shall provide reasonable advance written notice to all interested parties of the proposed Local Storage agreement, prior to approving the agreement. The notice shall include the persons engaged in the Local Storage, the location of the Recharge and Production facilities and the potential for any Material Physical Injury, if any.
- (iv) Watermaster shall approve the Local Storage agreement so long as: (1) the total quantity of Supplemental Water authorized to be held in Local Storage under all then existing Local Storage agreements for all parties to the Judgment does not exceed the cumulative total of 50,000 acre-feet; (2) the party to the Judgment making the request provides their own Recharge facilities for the purpose of placing the Supplemental Water into Local Storage; (3) the agreement will not result in any Material Physical Injury to any party to the Judgment or the Basin. Watermaster may approve a proposed agreement with conditions that mitigate any threatened or potential Material Physical Injury.
- (v) There shall be a rebuttable presumption that the Local Storage agreement for Supplemental Water does not

result in Material Physical Injury to a party to the Judgment or the Basin.

- (vi) In the event any party to the Judgment, or Watermaster, objects to a proposed Local Storage agreement for Supplemental Water and submits evidence that there may be a Material Physical Injury to any party to the Judgment or the Basin, Watermaster shall hold a Public Hearing and allow the objecting party to the Judgment a reasonable opportunity to be heard.
- (vii) In the event more than one party to the Judgment submits a request for an agreement to store Supplemental Water pursuant to a Local Storage agreement, Watermaster shall give priority to the first party to file a bona fide written request which shall include the name of the party to the Judgment, the source, quantity and quality of the Supplemental Water, an identification of the party to the Judgment's access to or ownership of the Recharge facilities, the duration of the Local Storage and any other information Watermaster shall reasonably request. Watermaster shall not grant any person the right to store more than the then existing amount of available Local Storage. The amount of Local Storage available for the storage of Supplemental Water shall be determined by subtracting the previously approved and allocated quantity of storage capacity for Supplemental Water from the cumulative maximum of 50,000 acre-feet.
- (viii) Watermaster shall base any decision to approve or disapprove any proposed agreement upon the record.

- (ix) Any party to the Judgment may seek judicial review of Watermaster's decision.
- (x) Five years after the Effective Date, Watermaster shall have discretion to place reasonable limits on the further accrual of carry-over and Supplemental Water in Local Storage. However, Watermaster shall not limit the accrual of carry-over Local Storage for Fontana Union Mutual Water Company and Cucamonga County Water District when accruing carry-over storage pursuant to *Lease of Corporate Shares Coupled with Irrevocable Proxy, dated July 1, 1993 between Cucamonga County Water District and Fontana Water Resources Inc. and the Settlement Agreement Among Fontana Union Water Company, Kaiser Steel Reserves Inc., San Gabriel Valley Water Company and Cucamonga County Water Districts dated February 7, 1992*, to a quantity less than 25,000 acre-feet for the term of this Agreement.
- (xi) Watermaster shall evaluate the need for limits on water held in Local Storage to determine whether the accrual of additional Local Storage by the parties to the Judgment should be conditioned, curtailed or prohibited if it is necessary to provide priority for the use of storage capacity for those Storage and Recovery Programs that provide broad mutual benefits to the parties to the Judgment as provided in this paragraph and Section 5.2(c) below;
- (xii) Watermaster shall set the annual rate of loss from Local Storage for parties to the Judgment at zero until 2005. Thereafter the rate of loss from Local Storage for parties to the Judgment will be 2% until recalculated based upon the best available scientific information. Losses

shall be deducted annually from each party to the Judgment's storage account;

(xiii) Watermaster shall allow water held in storage to be transferred pursuant to the provisions of Section 5.3 below. Storage capacity is not transferable by any party to the Judgment or any Party hereto.

(c) Storage and Recovery Program.

(i) Watermaster will ensure that no person shall store water in and recover water from the Basin, other than pursuant to a Local Storage agreement, without a storage and recovery agreement with Watermaster;

(ii) Watermaster shall prepare a list of basic information that a proposed applicant for a Storage and Recovery Program must submit to Watermaster prior to the execution of a storage and recovery agreement;

(iii) As a precondition of any project, program or contract regarding the use of Basin storage capacity pursuant to a Storage and Recovery Program, Watermaster shall first request proposals from qualified persons.

(iv) Watermaster shall be guided by the following criteria in evaluating any request to store and recover water from the Basin by a party to the Judgment or any person under a Storage and Recovery Program.

(a) The initial target for the cumulative quantity of water held in storage is 500,000 acre-feet in addition to the existing storage accounts;

- (b) Watermaster shall prioritize its efforts to regulate and condition the storage and recovery of water developed in a Storage and Recovery Program for the mutual benefit of the parties to the Judgment and give first priority to Storage and Recovery Programs that provide broad mutual benefits;
- (v) For the term of this Agreement, members of the Appropriative Pool and the Non-Agricultural Pool shall be exclusively entitled to the compensation paid for a Storage and Recovery Program irrespective of whether it be in the form of money, revenues, credits, proceeds, programs, facilities, or other contributions (collectively “compensation”) as directed by the Non-Agricultural and the Appropriative Pools;
- (vi) The compensation received from the use of available storage capacity under a Storage and Recovery Program, may be used to off-set the Watermaster’s cost of operation, to reduce assessments on the parties to the Judgment within the Appropriative and Non-Agricultural Pools, and to defray the costs of capital projects as may be requested by the members of the Non-Agricultural Pools and the Appropriative Pool;
- (xiii) Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by storage and recovery of water, whether Local Storage and recovery or pursuant to a Storage and Recovery Program, shall be reasonably and fully mitigated as a condition of approval;
- (ix) Watermaster reserves discretion to negotiate appropriate terms and conditions or to refuse to enter into a Storage

and Recovery or to deny any request. However, with respect to persons not parties to the Judgment, Watermaster reserves complete discretion. Watermaster shall base any decision to approve or disapprove any proposed Storage and Recovery Program upon the record. However, it may not approve a proposed Storage and Recovery Program unless it has first imposed conditions to reasonably and fully mitigate any threatened or potential Material Physical Injury;

- (x) Any party to the Judgment may seek review of the Watermaster's decision regarding a Storage and Recovery Program.

- (d) The specific terms and conditions for the use of the facilities of CBWCD in connection with Local Storage or Storage and Recovery Programs shall be covered under separate agreements reached by arms length bargaining between Watermaster and CBWCD. Watermaster and any other Party shall not be entitled to the income received by CBWCD for use of its facilities in connection with Local Storage or Storage and Recovery Programs without the consent of CBWCD. Nothing in this Agreement shall be construed as preventing CBWCD from entering into an agreement with others for use of its facilities in a manner consistent with Section 5.1(d) i-v of this Agreement.

- (e) Nothing herein shall be construed as prohibiting the export of Supplemental Water stored under a Storage and Recovery Program and pursuant to a storage and recovery agreement.

- (f) Watermaster shall exercise Best Efforts to undertake the following measures:

- (i) Complete the Short-term conjunctive use project, authorized by Watermaster and conducted by IEUA, TVMWD and MWD;
- (ii) Evaluate and develop a seasonal peaking program for in-Basin use and dry year yield to reduce the Basin's demand on the Metropolitan Water District for imported water;
- (iii) Evaluate and develop a dry year export program;
- (iv) Evaluate and develop a seasonal peaking export program;

5.3 Transfers. After the Effective Date and until the termination of this Agreement, the Parties expressly consent to Watermaster's performance of the following actions, programs or procedures regarding the Transfer of water:

- (a) Watermaster will ensure that any party to the Judgment may Transfer water in a manner that is consistent with this Agreement, the OBMP and the law. Watermaster shall not approve a Transfer if it is inconsistent with the terms of the Agreement, or will cause any Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the Transfer of water shall be fully and reasonably mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and reasonably mitigated, the request for Transfer must be denied.
- (b) A party to the Judgment may make application to Watermaster to Transfer water as provided in the Judgment.

- (i) Watermaster shall provide reasonable advance written notice to all the parties to the Judgment of a proposed Transfer, prior to approving the Transfer. The notice shall include the persons engaged in the Transfer, the location of the Production and Watermaster's analysis of the potential for Material Physical Injury, if any;
- (ii) Watermaster shall approve the Transfer of water as provided in the Judgment so long as the individual Transfer does not result in any Material Physical Injury to any party to the Judgment or the Basin. Watermaster may approve a proposed Transfer with conditions that fully and reasonably mitigate any threatened or potential Material Physical Injury;
- (iii) There shall be a rebuttable presumption that the Transfer and the Production by the transferee does not result in Material Physical Injury to a party to the Judgment or the Basin;
- (iv) In the event any party to the Judgment, or Watermaster, objects to a proposed Transfer and submits evidence that there may be Material Physical Injury to any party to the Judgment or the Basin, Watermaster shall hold a Public Hearing and allow the objecting party to the Judgment a reasonable opportunity to be heard;
- (v) Watermaster shall base any decision to approve or disapprove any proposed Transfer upon the record after considering potential impacts associated with the individual Transfer alone and without regard to impacts attributable to any other Transfers;

- (vi) Any party to the Judgment may seek judicial review of the Watermaster's decision.
- (c) Watermaster shall allow Producers to lease water rights to make up for the lessee's over-Production.
- (d) Except as provided in Section 5.2, Producers shall not be required to file a storage and recovery or recapture plan except when Producing water transferred from a storage account.
- (e) Watermaster shall approve the Transfer or lease of the quantified Production rights of Non-Agricultural Producers within the Non-Agricultural Pool subject to the provisions of paragraph (b) above. The right to Transfer within the pool includes the right to lease water to other members of the Non-Agricultural Overlying Pool. In addition, the parties to the Judgment with rights within the Non-Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter or for a Storage and Recovery Program.
- (f) Consistent with the provisions of 88-3, Watermaster shall approve the Transfer of unallocated Safe Yield under-Produced by the Agricultural Pool in Fiscal Year 1998-99, for Transfer to the Appropriative Pool in Fiscal Year 1999-2000, 35,262.452 acre-feet consistent with Watermaster Resolution 88-3. This Transfer shall be in addition to the Early Transfer of the 32,800 acre-feet per year from the Agricultural Pool to the Appropriative Pool referenced below in 5.3(g).
- (g) Watermaster shall approve an "Early Transfer" of water to the Appropriative Pool in an amount not less than 32,800 acre-feet per year that is the expected approximate quantity of water not Produced by the Agricultural Pool. The quantity of water sub-

ject to Early Transfer under this paragraph shall be the greater of (i) 32,800 acre-feet or (ii) 32,800 acre-feet plus the actual quantity of water not Produced by the Agricultural Pool for that Fiscal Year that is remaining after all the land use conversions are satisfied pursuant to 5.3(i) below.

- (i) The Early Transfer water shall be annually allocated among the members of the Appropriative Pool in accordance with their pro-rata share of the initial Safe Yield.
- (ii) The Transfer shall not limit the Production right of the Agricultural Pool under the Judgment to Produce up to 82,800 acre-feet of water in any year or 414,000 acre-feet in any five years as provided in the Judgment.
- (iii) The combined Production of all parties to the Judgment shall not cause a Replenishment assessment on the members of the Agricultural Pool. The Agricultural Pool shall be responsible for any Replenishment obligation created by the Agricultural Pool Producing more than 414,000 acre-feet in any five-year period.
- (iv) The parties to the Judgment and Watermaster shall Produce water in accordance with the Operating Safe Yield and shall procure sufficient quantities of Replenishment Water to satisfy over-Production requirements, whatever they may be, and avoid Material Physical Injury to any party to the Judgment or the Basin;
- (v) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool.

- (h) The amount of water rights converted for agricultural land to urban use is presently 2.6 acre-feet per acre, with 1.3 acre-feet per acre being allocated collectively to all members of the Appropriative Pool with an initial share of Safe Yield and 1.3 acre-feet per acre being allocated to that appropriator providing service for that urban use. The rate of 2.6 acre-feet per acre shall be changed to a total of 2.0 acre-feet per acre, all of which shall be allocated upon the conversion of the land to that party to the Judgment which is an a member of the Appropriative Pool, on the Effective Date of this Agreement, and whose Sphere of Influence or authorized service area contains the land (purveyor). Upon such conversion of water rights, the purveyor will pledge that amount of water needed for such urban land use, when such urban land use is established, up to 2 acre-feet of water per acre of land per year will be made available for service for such converted land by purveyor under its then-existing standard laws, regulations, rules and policies, or for service arranged by such purveyor, subject only to prohibition of such service by a federal, state agency or court with jurisdiction to enforce such prohibition. The owner of such converted land shall have the right to enforce such pledge by specific performance or writ of mandate under the terms of this Agreement. No monetary damages shall be awarded.
- (i) The members of the Agricultural Pool, including the State of California, shall have the right to engage in a voluntary agreement with an appropriator which has a service area contiguous to or inclusive of the agricultural land, to provide the required water to the overlying land on behalf of the member of the Agricultural Pool unless otherwise prohibited by general law. The appropriator providing service shall be entitled to a credit to off-set Production to the extent it is serving the overlying land up to the amount of the historical maximum annual quantity of water previously used on the property.

5.4 Assessments, Credits, and Reimbursements. After the Effective Date and until the termination of this Agreement, the Parties expressly consent to Watermaster's performance of the following actions, programs or procedures regarding Assessments.

- (a) During the term of this Agreement, all assessments and expenses of the Agricultural Pool including those of the Agricultural Pool Committee shall be paid by the Appropriate Pool. This includes but is not limited to OBMP Assessments, assessments pursuant to Paragraphs 20, 21, 22, 30, 42, 51, 53, 54 both General Administrative Expenses and Special Project Expenses, 55, and Exhibit F (Overlying Agricultural Pool Pooling Plan) of the Judgment except however in the event the total Agricultural Pool Production exceeds 414,000 acre-feet in any five consecutive year period as defined in the Judgment, the Agricultural Pool shall be responsible for its Replenishment obligation pursuant to Paragraph 45 of the Judgment.
- (b) The City of Pomona (Pomona) shall be allowed a credit of up to \$2 (two) million against OBMP Assessments for its installation and operation and maintenance of its existing anion exchange project, which is hereby determined to further the purposes of the OBMP. Pomona's construction and operation of its anion exchange project was not legally compelled and Pomona had no legal duty to construct the project. For the 30 (thirty) year initial Term of this Agreement, Pomona's OBMP Assessment shall be credited \$66,667 per year, not to exceed Pomona's total BMP Assessment attributable to the project's Production for that year. Extension of the Term of this Agreement shall not extend the period of credit.
- (c) Kaiser Ventures (Kaiser) in recognition of its contribution of 25,000 acre-feet to offset Replenishment obligations for the

Desalters shall be allowed a credit of up to \$900,000 (nine hundred thousand dollars) against OBMP Assessments for the Desalters and related facilities. For the 30 (thirty) year initial Term of this Agreement, Kaiser's OBMP Assessment shall be credited up to \$30,000 (thirty thousand dollars) per year, not to exceed Kaiser's OBMP Assessment attributable to Desalters and related facilities. Extension of the Term of this Agreement shall not extend the period of credit. In the event Kaiser Transfers its water rights appurtenant to its overlying land which it owns on the date of execution, the purchaser (Kaiser's successor in interest) shall be entitled one-half (1/2) of the annual credit.

- (d) Watermaster shall adopt reasonable procedures to evaluate requests for OBMP credits against future OBMP Assessments or for reimbursement. Any Producer or party to the Judgment, including but not limited to the State of California, may make application to Watermaster for reimbursement or credit against future OBMP Assessments for any capital or operations and maintenance expenses incurred in the implementation of any project or program, including the cost of relocating ground-water Production facilities, that carries out the purposes of the OBMP including but not limited to those facilities relating to the prevention of subsidence in the Basin, in advance of construction or that is prospectively dedicated to service of the stated goals of the OBMP. Watermaster shall exercise reasonable discretion in making its determination, considering the importance of the project or program to the successful completion of the OBMP, the available alternative funding sources, and the professional engineering and design standards as may be applicable under the circumstances. However, Watermaster shall not approve such a request for reimbursement or credit against future BMP Assessments under this section where the

Producer or party to the Judgment was otherwise legally compelled to make the improvement.

- (e) Any Producer that Watermaster compels to move a groundwater Production facility that is in existence on the Date of Execution shall have the right to receive a credit against future Watermaster assessments or reimbursement up to the reasonable cost of the replacement groundwater Production facility.
- (f) The procurement of Replenishment Water and the levy of assessments shall be consistent with the provisions of Section 5.4(a) above.

5.5 Salt Credits. After the Effective Date and until the termination of this Agreement, the Parties expressly consent to Watermaster's performance of the following actions, programs or procedures regarding Salt Credits. Watermaster shall assign to the members of the Appropriative Pool, salt credits under the OBMP other than those that were previously allocated for the existing Chino I Desalter, or are attributable to a project or program undertaken by the State of California for the benefit of its overlying land and that carry out the purposes of the OBMP.

5.6 Metering. After the Effective Date and until the termination of this Agreement, the Parties expressly consent to Watermaster's performance of the following actions, programs or procedures regarding metering:

- (a) With respect to the obligation to install meters, which is set forth in the Judgment Paragraph 21, any Assessment levied by Watermaster on the members of the Agricultural Pool, regarding metering shall be paid by the Appropriative Pool. Members of the Agricultural Pool, shall have no obligation to install meters hereafter. The obligation to install meters on wells

owned or operated by members of the Agricultural Pool, shall become that of the Watermaster.

- (b) Agricultural Pool meters shall be installed within thirty-six months of the Date of Execution. Watermaster shall be responsible for providing the meter, as well as the cost of any installation, maintenance, inspection, testing and repairing. The members of the Agricultural Pool, shall provide reasonable access during business hours to a location reasonably appropriate for installation, inspection, and repairing of a meter.
- (c) The State of California reserves its right to continue to install, operate, maintain, inspect, test and repair its own meters on wells owned or operated by the State, unless it consents to installation by Watermaster in which case Watermaster assumes the cost.

VI

COVENANTS BY THE MEMBERS OF THE AGRICULTURAL POOL

- 6.1 Best Efforts to Support Storage and Recovery. The members and representatives of the Agricultural Pool shall exercise Best Efforts to support the development of any Storage and Recovery Project, once it has been approved by Watermaster, so long as there is no Material Physical Injury to a member of the Agricultural Pool or the Basin.
- 6.2 Covenant of Good Faith and Fair Dealing. The members and representatives of the Agricultural Pool, including the State of California in its capacity as a member and owner of overlying land within the Agricultural Pool, shall be bound by the covenant of good faith and fair dealing, and not oppose or undermine the efforts of Watermaster to secure the development of a Storage and Recovery Program, so

long as there is no potential or threatened Material Physical Injury to a member of the Agricultural Pool or the Basin.

- 6.3 Waiver of Compensation. For the term of this Agreement, the members and representatives of the Agricultural Pool shall waive any claims or rights they might raise or possess, and shall not be entitled, to any compensation from a Storage and Recovery Program irrespective of whether it be in the form of money, revenues, credits, proceeds, programs, facilities, or other contributions (compensation). Further, the members of the Appropriative Pool and the Non-Agricultural Overlying Pool shall have the exclusive rights to any such compensation. This Section shall not apply to the charges adopted by CBWCD for storage and recovery purposes. This paragraph shall not be construed as a limitation on the ability of the State of California to make application to the Watermaster for a Storage and Recovery Program pursuant to Section 5.2.

VII DESALTERS

- 7.1 Need for Desalters. The OBMP requires construction and operation of Desalters. The Desalters shall be owned, operated and maintained by IEUA and WMWD acting independently or in their complete discretion, acting through PC14 consistent with the terms of this Agreement.
- 7.2 Ownership and Operation.
- (a) Chino I Desalter.
 - (i) The existing "Chino I Desalter," also known as the "SAWPA Desalter," consisting of extraction wells, transmission facilities for delivery of groundwater to the Chino I Desalter, Desalter treatment and delivery facil-

ities for product water, including pumping and storage facilities, and treatment and disposal capacity in the SARI System, is owned and operated by SAWPA, which has created "The Project Committee No. 14 (PC14)" comprised of SAWPA members, IEUA, WMWD, and OCWD, pursuant to "Project Agreement No. 14" dated April 2, 1991, to exercise all the powers and responsibilities of Section 18 of the SAWPA Joint Exercise of Powers Agreement, which now constitutes the executive authority through which SAWPA acts with respect to the Chino I Desalter and to fund repayment for any loans for construction and operation and maintenance of such Desalter and a "Financing Agreement" dated April 1, 2000.

- (ii) The Chino I Desalter is operated pursuant to (a) "take or pay" agreements with the purchasers of water made available from such Desalter; (b) an agreement with the Metropolitan Water District (MWD) subsidizing that Desalter to reduce the cost of the water made available by that Desalter compared to the alternative cost of uninterruptible treated imported water available from MWD; and (c) an agreement with the Watermaster, all Pools of Producers from the Chino Basin, Kaiser Ventures, Inc., formerly known as Kaiser Resources, Inc. (Kaiser) and the California Regional Water Quality Control Board, Santa Ana Region (RWQB), regarding provision of certain water with which to satisfy the Replenishment obligation for operating the Desalter.

- (b) Chino II Desalter and Chino I Expansion.

IEUA and WMWD acting independently or in their complete discretion through PC14 must own and operate the Chino II

Desalter and the Chino I Expansion in the same manner as the Chino I Desalter, except as otherwise provided in this Agreement.

(c) Future Desalters.

IEUA and WMWD acting independently or in their complete discretion through PC14 must own and operate Future Desalters, if and only if, they can secure funding from state, federal or sources other than the Parties to pay the capital costs required to construct Future Desalters.

7.3 Design and Construction of Chino II Desalter, Chino I Expansion and Future Desalters.

- (a) IEUA and WMWD acting independently or in their complete discretion, acting through PC14 shall design and construct the Chino II Desalter on the eastside of the Chino Basin and expand the capacity of the Chino I Desalter already in existence on the Date of Execution, from 8 mgd up to 14 million gallons per day.
- (b) The Chino II Desalter shall have an initial capacity of 10 mgd and shall be designed to deliver water to Jurupa Community Services District, the City of Ontario, and if requested, others subject to the limitations of available funding. The existing capacity of the Chino I Desalter shall be expanded by a minimum of 2 mgd and up to 6 mgd, depending on the rate of development and availability of funding and shall be designed to deliver water to the Cities of Chino, Chino Hills and the State of California as provided in this Section.

- (c) There is no minimum initial capacity established for Future Desalters as the size and timing of Future Desalters are dependent upon variables not presently subject to reliable estimates.
- (i) It is contemplated by the Parties that Future Desalters, and a further expansion of the Chino I Desalter to a capacity greater than the Chino I Expansion or the Chino II Desalter to a capacity greater than 10 mgd may occur;
- (ii) IEUA and WMWD shall design and construct Future Desalters, whether acting independently, or in their complete discretion, through PC14, provided that their obligation shall be conditioned upon their ability to secure funding from the state or federal sources other than the Parties to pay the capital costs of construction. Absent such funding, the IEUA and WMWD, acting independently or, in their complete discretion, acting through PC14, shall have no obligation to construct Future Desalters;
- (d) The specific location of wells to supply the Chino II Desalter and Future Desalters shall be determined with Watermaster approval and shall be in a location, which is consistent with and shall carry out the purpose of the OBMP. The design and construction of the Chino II Desalter, Chino I Expansion, and Future Desalters shall be in accordance with the OBMP and subject to Watermaster approval. Watermaster approval shall not be unreasonably withheld and shall insure that the operation of the Desalters will implement the OBMP and not result in Material Physical Injury to any party to the Judgment or the Basin.
- (e) Wells operated in connection with the Desalters shall be designed and constructed to Produce water with high total

dissolved solids (TDS) and be located in areas consistent with the purposes of the OBMP.

7.4 Funding.

- (a) The capital costs of the Chino I Desalter are not affected by this Agreement.
- (b) The capital costs of designing and constructing the Chino II Desalter and the Chino I Desalter Expansion shall be partially derived from Proposition 13 funds. The Parties shall exercise their Best Efforts to secure said funds from the appropriate state agencies. However, all unmet capital, operation and maintenance costs relative to the Chino II Desalter shall be paid from the following sources and in the following order of priority:
 - (i) The net amount of funding received by SAWPA from its existing preliminary gross allocation of \$87,000,000 from the \$235,000,000 Proposition 13 bond funding provided for the Santa Ana River Watershed sub-account, which currently includes \$20,000,000-30,000,000 earmarked for the Chino II Desalter and \$5,000,000 for the Chino I Desalter Expansion;
 - (ii) All other eligible Proposition 13 bond funding;
 - (iii) All other available federal, state or SAWPA funding;
 - (iv) MWD subsidies or other funding without committing the storage space of the Chino Basin under any storage and recovery or conjunctive use agreement, such as that secured pursuant to Agreement Number 7658, between MWD, SAWPA, IEUA, WMWD and OCWD dated

December 7, 1995, and entitled "Chino Basin Desalination Program, Phase I, Joint Participation Agreement for Recovery and Utilization of Contaminated Groundwater;"

- (v) Revenue derived from the sale of water made available from the Desalters; and
 - (vi) Any additional revenue arranged by IEUA and WMWD acting independently or in their complete discretion, acting through PC14, pursuant to an agreement substantially similar to or an amendment of the SAWPA PC14 Agreement entered into on or about April 2, 1991.
- (c) IEUA's and WMWD's obligation to construct Future Desalters whether acting independently, or in their complete discretion, through PC14, shall be conditioned upon their ability to secure state or federal funding to pay for the capital costs related to such construction. Absent such state and/or federal funding, the IEUA and WMWD, acting independently or, in their complete discretion, acting through PC14, shall have no obligation to construct Future Desalters.
- (i) If, after the earlier of ten years, or the conversion of 20,000 acres of agricultural land, Watermaster, in its discretion, determines that Future Desalters are necessary to implement the OBMP, IEUA or WMWD, acting independently or in their complete discretion acting through PC14, shall have a period up to thirty-six (36) months to secure sufficient funding from State or Federal sources to pay for all the capital costs required to construct "Future Desalters;"

- (ii) If IEUA and WMWD acting independently or, in their complete discretion, acting through PC14 cannot secure the necessary funding, the Parties, other than the Agricultural Pool, will exercise their Best Efforts to negotiate new terms and conditions so as to accomplish the implementation of this portion of the OBMP;
- (iii) If, however, the Parties, other than the Agricultural Pool, are unable to negotiate new terms to this Agreement within twenty-four (24) months from the initiation of negotiations, the Parties may appoint a mutually agreed upon mediator. Failing an agreement, the Parties reserve all legal rights and remedies, provided that the Agricultural Pool shall not be liable for the costs of the Future Desalters. The remainder of this Agreement shall remain in full force and effect.

7.5 Replenishment Water. Replenishment for the Desalters shall be provided from the following sources in the following order of priority.

- (a) Watermaster Desalter Replenishment account composed of 25,000 acre-feet of water abandoned by Kaiser pursuant to the "Salt Offset Agreement" dated October 21, 1993, between Kaiser and the RWQB, and other water previously dedicated by the Appropriative Pool.
- (b) New Yield of the Basin, unless the water Produced and treated by the Desalters is dedicated by a purchaser of the desalted water to offset the price of desalted water to the extent of the dedication;
- (c) Safe Yield of the Basin, unless the water Produced and treated by the Desalters is dedicated by a purchaser of the desalted

water to offset the price of desalted water to the extent of the dedication;

- (d) Additional Replenishment Water purchased by Watermaster, the costs of which shall be levied as an Assessment by Watermaster.

7.6 Sale of Water.

- (a) The terms and conditions for the purchase and sale of water from the Chino I Desalter shall be as provided by separate agreement.
- (b) The terms and conditions for the purchase and sale of desalted water from the Chino II Desalter and Chino I Expansion are as follows.
 - (i) Members of the Appropriative Pool and the State of California shall have the first priority right to purchase desalted water developed by Chino II and Chino I Expansion on an equal basis, pursuant to a water supply contract, which is not a “take or pay” contract but contains a minimum annual quantity of water available to be purchased and is consistent with the provisions of this Agreement.
 - (ii) OCWD shall have the second priority right to purchase desalted water from the Chino II Desalter and the Chino I Expansion provided that IEUA and WMWD have elected to act through PC14.
 - (iii) If the members of the Appropriative pool, the State of California and the OCWD do not contract for the delivery of all desalted water made available by Chino

II Desalter and the Chino I Expansion, other persons may purchase the water.

- (c) The terms and conditions for the purchase and sale of desalted water from Future Desalters are contingent upon IEUA and WMWD acting independently or, in their complete discretion, acting through PC14, securing sufficient funding to pay the capital costs of transporting the desalted water from the Chino II Desalter and Chino I Expansion to other parties to the Judgment that are members of the Appropriative Pool and that desire to purchase desalted water. If sufficient funding is acquired, then other parties to the Judgment that are members of the Appropriative Pool shall have the right to purchase desalted water under the terms and conditions provided in this Article.

- (d) The price of desalted water to the parties to the Judgment that are members of the Appropriative Pool, the State of California and OCWD when purchasing water pursuant to Section 7.6(b)2 above, shall be the actual cost of providing the water but shall not exceed \$375.00 per acre foot, as adjusted by the purchase and sale agreement between IEUA, WMWD, PC14 and the purchasing party, but in no event shall such adjustment exceed the annual consumer's price index for the LA/Anaheim/Riverside Area or the percent increase in the MWD treated water rates, or its equivalent, whichever is less as measured from the Effective Date.

- (i) If a party to the Judgment elects to Produce water for the Chino II Desalter, the Chino I Expansion or Future Desalters they shall be entitled to a credit against the purchase price in an amount equivalent to the cost of alternative Replenishment Water then available from MWD as interruptible, untreated water or the then pre-

vailing value of the avoided Replenishment obligation, whichever is less;

- (ii) If the purchaser is a person other than a party to the Judgment, the price shall be no less than the cost of the alternative water supplies with comparable reliability and quality or if no purchasers are identified then at the highest price that may be attained under the circumstances;
 - (iii) Fifty percent of any annual revenues received by the Project 14 Committee in excess of the actual ongoing operation, maintenance and Replenishment expenses which revenues are derived from sales of water to any person not a Producer under the Judgment, or the OCWD, shall be provided to Watermaster for use as an off-set against any future assessments against the Parties by Watermaster.
- (e) The term of such Water Supply Contract shall be not less than 30 years if requested by a Party to this Agreement.

VIII TERM

- 8.1 Commencement. This Agreement shall become effective on the Effective Date and shall expire on the Termination Date.
- 8.2 Expiration. Unless extended pursuant to paragraph 8.3, this Agreement shall expire and thereupon terminate on December 31 of the thirtieth (30th) calendar year starting on January 1, of the first calendar year following the Effective Date.

- 8.3 Meet and Confer. The Parties agree to meet and confer during the 25th year of this Agreement to discuss any new or modified terms which may be requested or required by each Party in order to continue the term of this Agreement. However, no Party shall be required to modify or amend a term of this Agreement as a precondition to exercising their right to one thirty (30) year extension as provided in 8.4 below.
- 8.4 Independent Right to Extend. The term of this Agreement may be extended for a period of an additional thirty (30) years, upon the unilateral election of either the Appropriative or Agricultural Pool, (as a Pool only and not the individual members of either Pool) acting in accordance with Watermaster procedures under the Judgment, prior to the end of the twenty-fifth (25th) year. The election shall be made in writing with a copy to be sent to the Watermaster and all Parties to this Agreement. In the event an election is made to continue this Agreement, the Agreement shall continue for the extended term on the same terms and conditions as existed during the first thirty (30) years of the Agreement.
- 8.5 Force Majeure.
- (a) If the performance, in whole or in part, of the obligations of the respective Parties is prevented by act or failure to act of any agency other than a Party to this Agreement, court or any other person, by natural disaster or catastrophic event (such as earthquake, fire, drought or flood), contamination, war, strikes, lockouts, acts of God, or acts of civil or military authority, by the operation of applicable law, or by any other cause beyond the control of the affected Party or Parties, whether similar to the causes specified herein or not, the obligation of the affected Party or Parties to perform an act or actions under this Agreement shall be suspended from the time and to the extent that the performance thereof is prevented, but reasonable diligence

shall be observed by the affected Party or Parties, so far as it lies in their power, in performing such respective obligations in whole or in part under this Agreement.

(b) In the event performance is prevented as described above, the Parties agree actively to cooperate and use their Best Efforts to resume performance.

8.6 Only One Mandatory Extension. In no event shall a Party be required to extend performance under this Agreement beyond the first two terms of this Agreement, irrespective of the existence of force majeure. Any further extensions under this Agreement shall be consensual among the Parties to such an agreement.

8.7 Effect of Termination. Upon termination of this Agreement further performance by the Parties under the Agreement shall be excused. Performance under the Agreement shall not be the cause of any action or claim other than as expressly provided herein. Other than as provided in paragraph 8.8, upon termination of this Agreement, the legal rights, remedies, responsibilities and authorities of all Parties regarding the Judgment, interpretation of the Judgment and the powers and authority of Watermaster or the Court, in existence on the Date of Execution, whatever they may be, are expressly reserved and shall be as they existed on the Date of Execution, provided that such rights and remedies shall not be a basis to challenge a Party's performance under this Agreement.

8.8 Rescission of Resolutions 84-2 and 88-3. Upon termination of this Agreement, the members of the Appropriative Pool shall have no obligation to pay the Watermaster Assessments for the members of the Agricultural Pool. The provisions of Resolution 84-2 and 88-3 shall be rescinded and except as provided for in Section V above,

pertaining to “Early Transfers” of Safe Yield during the term of this Agreement, the members of the Appropriative Pool shall not be entitled to further Early Transfers of water from the Agricultural Pool. Upon the termination of this Agreement, the Parties agree that no further Early Transfers of unallocated Safe Yield shall occur. The determination of the Safe Yield as provided for in the Judgment at Paragraph 44 shall be construed to mean that the Appropriative Pool shall receive no Transfers of unallocated Safe Yield from the Agricultural Pool for a period of five (5) consecutive years after the termination of this Agreement, at which time the Appropriative Pool shall receive the difference between 414,000 acre-feet allocated to the Agricultural Pool and the actual water used by the Agricultural Pool for the first five consecutive calendar years immediately following the termination of this Agreement.

8.9 Mediation Upon Failure to Secure Capital Funding for Future Desalters. If IEUA or WMWD have not acquired the funding within thirty-six (36) months of the date of the Watermaster determination regarding the need for the Future Desalters as provided in Article VII, then the members of the Appropriative Pool, Non-Agricultural Pool and IEUA and WMWD will exercise Best Efforts to negotiate new terms and conditions for the capital costs for any such Future Desalters.

8.10 Parties Rights Unaffected Upon Termination. Each Party’s rights shall be unaffected by their having approved, executed or implemented this Agreement pursuant to their mutual consent other than as provided in Section 8.8.

IX CONFLICTS

9.1 Events Constituting a Default by a Party. Each of the following constitutes a "default" by a Party under this Agreement.

- (a) A Party fails to perform or observe any term, covenant, or undertaking in this Agreement that it is to perform or observe and such failure continues for ninety (90) days from a Notice of Default being sent in the manner prescribed in Section 10.13.

9.2 Remedies Upon Default. In the event of a default, each Party shall have the following rights and remedies:

- (a) Specific Performance. Each Party agrees and recognizes that the rights and obligations set forth in this Agreement are unique and of such a nature as to be inherently difficult or impossible to value with money. If one Party does not perform in accordance with the specific wording of any of the provisions in this Agreement applicable to that Party, defaults, or otherwise breaches this Agreement, an action at law for damages or other remedies at law would be wholly inadequate to protect the unique rights and interests of the other Party to the Agreement. Accordingly, in any court controversy concerning this Agreement, the Agreement's provisions will be enforceable in a court of equity by specific performance. This specific performance remedy is not exclusive and is in addition to any other remedy available to the Parties to enforce the terms of this Agreement.
- (b) Injunction. Each Party agrees and recognizes that the rights and obligations set forth in this Agreement are material to another Party and of such a nature that there will be substantial

reliance upon the terms of this Agreement. If one Party does not perform in accordance with specific wording of any of the provisions of this Agreement applicable to that Party, defaults, or otherwise breaches this Agreement, an action at law for damages or other remedies at law would be wholly inadequate to prevent substantial and irreparable harm to another Party to the Agreement. Accordingly, in any court controversy concerning this Agreement, the Agreement's provisions will be enforceable in a court of equity by mandatory and prohibitory injunction. This mandatory and prohibitory injunction remedy is not exclusive and is in addition to any other remedy available to the Parties to enforce the terms of this Agreement.

- (c) Cumulative Rights and Remedies. The Parties do not intend that any right or remedy given to a Party on the breach of any provision under this Agreement be exclusive; each such right or remedy is cumulative and in addition to any other remedy provided in this Agreement or otherwise available at law or in equity. If the non-breaching Party fails to exercise or delays in exercising any right or remedy, the non-breaching Party does not thereby waive that right or remedy. Furthermore, no single or partial exercise of any right, power, or privilege precludes any further exercise of a right, power, or privilege granted by this Agreement or otherwise.

- (d) Attorneys' Fees. In any adversarial proceedings between the Parties other than the dispute resolution procedure set forth below and under the Judgment, the prevailing Party shall be entitled to recover their costs, including reasonable attorneys' fees. If there is no clear prevailing Party, the Court shall determine the prevailing Party and provide for the award of costs and reasonable attorneys' fees. In considering the reasonableness of either Party's request for attorneys' fees as a prevailing Party, the Court shall consider the quality, efficiency, and

value of the legal services and similar/prevaling rate for comparable legal services in the local community.

9.3 Dispute Resolution.

- (a) Scope of Dispute Resolution. Disputes (Disputes) between the Parties other than those constituting a “Default”, or “Exclusion” (defined below), shall be resolved pursuant to the provisions of this Section.
- (b) Exclusions:
 - (i) Emergency. An emergency event which, if not promptly resolved may result in imminent danger to the public health, safety or welfare shall not be subject to dispute resolution.
 - (ii) Complete Discretion. Those matters reserved to the complete discretion of a Party under this Agreement shall not be subject to dispute resolution.
 - (iii) Review Under the Judgment Unaffected. The rights and remedies of the parties to the Judgment to seek review of Watermaster actions shall not be subject to dispute resolution.
- (c) Disputes.
 - (i) Each Party to this Agreement may submit any Dispute related to or arising under this Agreement to non-binding mediation by delivering a Notice of Dispute to the other Party;

- (ii) The written Notice of Dispute prepared by the Party shall be delivered to the other Party in accordance with Section 10.13. The Notice of Dispute shall clearly describe the basis of the dispute and the Sections of the Agreement under which the Dispute arises;
- (iii) The non-binding mediation shall be conducted by Judicial Arbitration Mediation Services (JAMS) or an equivalent mediation service agreed to by the Parties;
- (iv) Unless otherwise agreed, a mediator shall be appointed within forty-five (45) days of the date the Notice of Dispute is delivered to hear the dispute and provide a written determination. The mediator shall be chosen jointly by the Parties. If the Parties cannot agree, the Court shall appoint the mediator. Employees or agents of Watermaster or any Party are ineligible to serve as the mediator;
- (v) The mediation shall be held within ninety (90) days of the date the Notice of Dispute is delivered;
- (vi) Any statute of limitations applicable to any claims, rights, causes of action, suits, or liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown, shall be tolled during the mediation process. For purposes of this Section, the mediation process shall commence upon the service of a Notice of Dispute to the other Party pursuant to Section 9.3c(i) above. For purposes of this Section, the mediation process shall be deemed complete ten (10) days after service of the mediator's written notice of the conclusion of the mediation;

X
GENERAL PROVISIONS

- 10.1 Supersedence. Upon execution of this Agreement, any and all existing agreements or contracts between the Parties concerning the precise subject matter of this Agreement are hereby rescinded to the extent that they conflict with express terms herein.
- 10.2 Applicability to Others.
- (a) After the Date of Execution, each Party agrees that any other agreement or contract relating to the subject matter of this Agreement, or the Judgment, to which it is a party, shall be consistent with the provisions of this Agreement, unless all other Parties consent to the inconsistent agreement or contract.
 - (b) After the Date of Execution, each Party reserves complete discretion to enter into other agreements or contracts on subject matter not covered by the terms of this Agreement.
- 10.3 Admissions by Parties. Nothing in this Agreement constitutes an admission of liability by any Party hereto for any prior or past acts that preceded the Date of Execution. This Agreement and any documents prepared in connection herewith may not be used as evidence in any litigation, except as necessary to interpret or enforce the terms of this Agreement.
- 10.4 Construction of Agreement. Each Party, with the assistance of competent legal counsel, has participated in the drafting of this Agreement and any ambiguity should not be construed for or against any Party on account of such drafting.

- 10.5 Each Party Bears Own Costs. Each Party is to bear its own costs, expenses, and attorneys' fees arising out of or in connection with the subject matter of this Agreement and the negotiation, drafting, and execution of this Agreement. Each of the Parties understands that this Agreement includes all claims for loss, expense and attorneys' fees, taxable or otherwise, incurred by it or arising out of any matters leading up to the execution of this Agreement.
- 10.6 Waiver of Breach. No waiver or indulgence of any breach or series of breaches of this Agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof or affect the enforceability of any part or all of this Agreement. No waiver shall be valid unless executed in writing by the waiving Party.
- 10.7 Awareness of Contents/Legal Effect. The Parties expressly declare and represent that they have read the Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The Parties further expressly declare and represent that they fully understand the content and effect of this Agreement and they approve and accept the terms and conditions contained herein, and that this Agreement is executed freely and voluntarily.
- 10.8 Agreement Binding On All. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties, and each of their respective agents, employees, directors, officers, attorneys, representatives, principals, shareholders, sureties, parents, subsidiaries, affiliates, successors, predecessors, assigns, trustees or receivers appointed to administer their assets, and attorneys of any and all such individuals and entities. All the covenants contained in this Agreement are for the express benefit of each and all such persons described in this Section. This Agreement is not intended to benefit any third parties.

- 10.9 Counterparts. This Agreement may be executed in counterparts. This Agreement shall become operative as soon as one counterpart hereof has been executed by each Party. The counterparts so executed shall constitute one Agreement notwithstanding that the signatures of all Parties do not appear on the same page.
- 10.10 Captions. The captions contained herein are included solely for convenience and shall not be construed as part of this Agreement or as full or accurate descriptions of the terms hereof.
- 10.11 Choice of Law. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
- 10.12 Authority to Enter into This Agreement. Each Party represents and warrants that its respective obligations herein are legal and binding obligations of such Party; that each Party is fully authorized to enter into this Agreement, and that the person signing this Agreement hereinafter for each Party has been duly authorized to sign this Agreement on behalf of said Party.
- 10.13 Notice.
- (a) Any notice required under this Agreement shall be written and shall be served either by personal delivery, mail or fax.
 - (b) In the case of service by personal delivery or fax, no additional time, in days, shall be added to the time in which a right may be exercised or an act may be done.
 - (c) In the case of service by mail, notice must be deposited in a post office, mailbox, sub post-office, substation, or mail chute, or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the representative(s) of the Party

on whom it is to be served, at their place of business. The service is complete at the time of deposit. Any period of notice and any right or duty to do any act or make any response within any period or on a date certain after service of notice by mail shall be extended five days. Any period of notice and any right or duty to do any act or make any response within any period or on a date certain after service of notice by Express mail or other method of delivery providing for overnight delivery shall be extended by two court days.

10.14 Amendments and/or Changes to Agreement.

- (a) Any amendments and/or changes to this Agreement must be in writing, signed by a duly authorized representative of the Parties hereto, and must expressly state the mutual intent of the Parties to amend this Agreement as set forth herein. The Parties to this Agreement recognize that the terms and conditions of this Agreement, which are set forth herein in the Sections preceding this Section have been arrived at through the collective negotiations by the Parties.
- (b) The Parties hereby agree that no amendments and/or changes may be made to this Agreement without the express written approval of each Party to this Agreement, provided that upon request, no such approval shall be unreasonably withheld.

XI
ACKNOWLEDGMENTS:
CONFIRMATION OF RIGHTS

- 11.1 Each Party's rights to water it presently holds in storage with Watermaster are confirmed and protected.

11.2 The Parties confirm that in addition to the benefits received by the State under this Agreement, including an exemption from the payment of Watermaster Assessments as a member of the Agricultural Pool, the rights of the State of California under the Judgment to Produce water are not modified or altered by this Agreement. For all purposes of the Judgment all future Production by the State or its departments or agencies, including but not limited to the Department of Corrections, Department of Fish and Game, Youth Authority, Department of Parks and Recreation, Department of Toxic Substances Control, and Department of Transportation as set forth in Paragraph 10 of the Judgment, for overlying use on State-owned lands, shall be considered use by the Agricultural Pool. This Agreement is not intended to limit the State or its departments or agencies including but not limited to, the Department of Corrections, Department of Fish and Game, Youth Authority, Department of Parks and Recreation, Department of Toxic Substances Control, and Department of Transportation from exercising the State's rights of future Production for overlying use on State-owned lands as set forth in Paragraph 10 of the Judgment. The Parties agree that they will not oppose the State's exercise of its rights pursuant to the Judgment. The State of California is not executing this Agreement on behalf of the State Water Resources Control Board, the Department of Water Resources, Department of Toxic Substances Control, or the California Regional Water Quality Control Board or the Department of Fish and Game except as stated above. Nothing in this Agreement shall be construed in any way as modifying, altering or limiting the regulatory and trustee obligations, legal rights or duties of any State Agencies, including the Department of Fish and Game, the State Water Resources Control, the California Regional Water Quality Control Boards, the Department of Toxic Substances Control and Department of Water Resources. This Agreement does not limit in any way, and expressly recognizes the rights and ability of the Department of Water Resources to make application to

Watermaster to use groundwater storage space in the Chino Basin as described in Water Code Section 11258 and as provided in Section 5.2(c) herein.

11.3 Nothing in this Agreement shall be construed as modifying, altering, or limiting CBWCD from carrying out its obligations under general law.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED: 7/31/00

CITY OF ONTARIO

By 

DATED:

CITY OF POMONA

By _____

DATED:

CITY OF UPLAND

By _____

[Signatures continued on following pages]

Watermaster to use groundwater storage space in the Chino Basin as described in Water Code Section 11258 and as provided in Section 5.2(c) herein.

11.3 Nothing in this Agreement shall be construed as modifying, altering, or limiting CBWCD from carrying out its obligations under general law.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

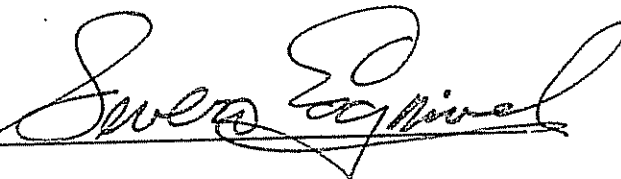
DATED: CITY OF ONTARIO

By _____

DATED: CITY OF POMONA

7-31-2000

By _____



A handwritten signature in cursive script, appearing to read "Steven Espinoza", written over a horizontal line.

DATED: CITY OF UPLAND

By _____

[Signatures continued on following pages]

Watermaster to use groundwater storage space in the Chino Basin as described in Water Code Section 11258 and as provided in Section 5.2(c) herein.

11.3 Nothing in this Agreement shall be construed as modifying, altering, or limiting CBWCD from carrying out its obligations under general law.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED:

CITY OF ONTARIO

By _____

DATED:

CITY OF POMONA

By _____

DATED: 7/24/00

CITY OF UPLAND

By Robert R. Nelson

[Signatures continued on following pages]

DATED: 8/1/00

STATE OF CALIFORNIA

By Marilyn H. Levin

DATED:

CITY OF CHINO

By _____

DATED:

07/31/00

CUCAMONGA COUNTY
WATER DISTRICT

By James M. Wilson

DATED:

MONTE VISTA WATER
DISTRICT

By _____

DATED: 7-27-2003

FONTANA UNION WATER
COMPANY

By Walter J. Black

[Signatures continued on following pages]

DATED:

STATE OF CALIFORNIA

By _____

DATED:

CITY OF CHINO

By *Ludie M. Villa*

DATED:

CUCAMONGA COUNTY
WATER DISTRICT

By _____

DATED:

MONTE VISTA WATER
DISTRICT

By _____

DATED:

FONTANA UNION WATER
COMPANY

By _____

[Signatures continued on following pages]

DATED:

STATE OF CALIFORNIA

By _____

DATED:

CITY OF CHINO

By _____

DATED:

CUCAMONGA COUNTY
WATER DISTRICT

By _____

DATED: 7/31/00

MONTE VISTA WATER
DISTRICT

By Maureen King

DATED:

FONTANA UNION WATER
COMPANY

By _____

[Signatures continued on following pages]

DATED:

CITY OF CHINO HILLS

By _____

DATED:

JURUPA COMMUNITY SERVICES DISTRICT

By *[Signature]*

DATED:

AGRICULTURAL POOL

By *[Signature]*

DATED:

APPROPRIATIVE POOL

By _____

DATED: 7/27/00

NON-AGRICULTURAL POOL

By *[Signature]*

[Signatures continued on following pages]

DATED: 7/31/00

CITY OF CHINO HILLS

By [Signature]

DATED:

JURUPA COMMUNITY SERVICES DISTRICT

By _____

DATED:

AGRICULTURAL POOL

By _____

DATED:

APPROPRIATIVE POOL

By [Signature]

DATED:

NON-AGRICULTURAL POOL

By _____

[Signatures continued on following pages]

DATED:

July 31, 2000

**INLAND EMPIRE UTILITY
AGENCY**

By John L. Anderson

DATED:

**THREE VALLEYS
MUNICIPAL WATER
DISTRICT**

By _____

DATED:

KAISER VENTURES, INC.

By _____

DATED:

**WESTERN MUNICIPAL
WATER DISTRICT**

By _____

[Signatures continued on following pages]

DATED:

**INLAND EMPIRE UTILITY
AGENCY**

By _____

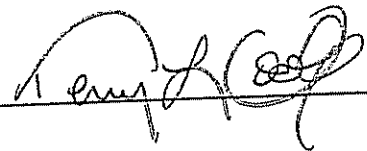
DATED:

**THREE VALLEYS
MUNICIPAL WATER
DISTRICT**

By _____

DATED: 7/31-00

KAISER VENTURES, INC.

By  _____

DATED:

**WESTERN MUNICIPAL
WATER DISTRICT**

By _____

[Signatures continued on following pages]

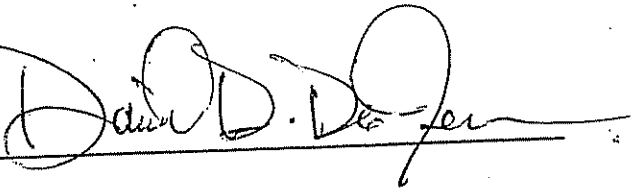
DATED:

**INLAND EMPIRE UTILITY
AGENCY**

By _____

DATED:

**THREE VALLEYS
MUNICIPAL WATER
DISTRICT**

By 

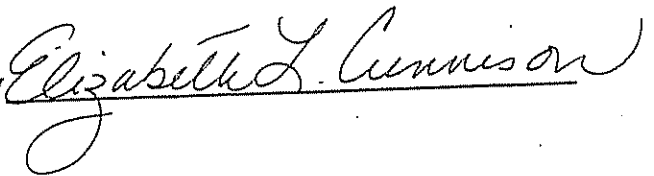
DATED:

KAISER VENTURES, INC.

By _____

DATED:

**WESTERN MUNICIPAL
WATER DISTRICT**

By 

[Signatures continued on following pages]

DATED: 7/31/00

SAN ANTONIO WATER
COMPANY

By Tom Thomas

DATED:

CHINO BASIN WATER
CONSERVATION DISTRICT

By _____

DATED:

[Signatures continued on following pages]

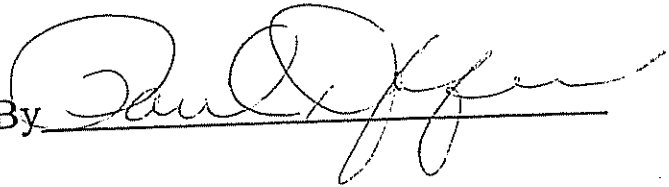
DATED:

**SAN ANTONIO WATER
COMPANY**

By _____

DATED: 7/28/2000

**CHINO BASIN WATER
CONSERVATION DISTRICT**

By 

DATED:

[Signatures continued on following pages]

EXHIBIT A

WATERMASTER RESOLUTION
NO. 2000-__

RESOLUTION OF THE CHINO BASIN WATERMASTER TO ADOPT THE GOALS AND PLANS OF THE PHASE I REPORT AS IMPLEMENTED BY THE OBMP IMPLEMENTATION PLAN, CONSISTENT WITH THE PEACE AGREEMENT AS ITS OBMP ("OBMP"), TO ADOPT THE REQUISITE POLICIES AND PROCEDURES TO IMPLEMENT THE PROVISIONS SET FORTH IN ARTICLE V OF THE PEACE AGREEMENT ON OR BEFORE DECEMBER 31, 2000, AND TO APPROVE THE "PEACE AGREEMENT."

WHEREAS, the Judgment in the Chino Basin Adjudication, *Chino Basin Municipal Water District v. City of Chino, et al.*, San Bernardino Superior Court No. 164327, created the Watermaster and directed it to perform the duties as provided in the Judgment or ordered or authorized by the Court in the exercise of the Court's continuing jurisdiction; and

WHEREAS, the Judgment directs Watermaster to develop an OBMP subject to the limitations contained in the Judgment; and

WHEREAS, Watermaster and prepared and submitted a Phase I Report regarding the OBMP to the Court; and

WHEREAS, the Court ordered the Inland Empire Utilities Agency (IEUA) to act as "lead agency" for the purposes of preparing any applicable environmental review for the OBMP in the form of a Programmatic Environmental Impact Report (PEIR) and the Court is exercising continuing jurisdiction over this matter; and

WHEREAS, the parties developed a Memorandum of Principles which articulated a framework of an agreement which the Watermaster Board

articulated a framework of an agreement which the Watermaster Board unanimously approved on May 26, 2000; and

WHEREAS, the parties have reduced the principles into a more definitive agreement and an OBMP Implementation Plan.

WHEREAS, the goals and plans in the Phase I Report implemented consistent with the OBMP Implementation Plan and the Peace Agreement constitute the OBMP; and

WHEREAS, the IEUA has prepared and circulated a draft PEIR and held a public meeting to take public comment on the OBMP on June 28, 2000; and

WHEREAS, the parties to the Peace Agreement and the parties to the Judgment have requested Watermaster to approve the Peace Agreement and the OBMP Implementation Plan and to implement the goals and plans contained in the OBMP Phase I Report in a manner consistent with the Peace Agreement and the OBMP Implementation Plan.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND DETERMINED THAT:

1. The goals and plans in the Phase I Report and their implementation as provided in and consistent with the Implementation Plan and the Peace Agreement are in furtherance of the physical solution set forth in the Judgment and Article X, Section 2 of the California Constitution.

2. Although not a signatory, the Chino Basin Watermaster Board supports and approves the Peace Agreement negotiated by the parties thereto.
3. Subject to the satisfaction of all conditions precedent set forth in the Peace Agreement and the unanimous approval of the Peace Agreement by the Parties thereto no later than August 1, 2000:
 - a. Watermaster adopts the goals and plans of the Phase I Report consistent with the Implementation Plan and the Peace Agreement.
 - b. The Watermaster will proceed in accordance with the OBMP Implementation Plan and the Peace Agreement.
 - c. Watermaster will comply with the conditions described in Article V of the Peace Agreement labeled, "Watermaster Performance" and Watermaster shall adopt all necessary policies and procedures in order to implement the provisions set forth in Article V on or before December 31, 2000, unless an earlier date is specified in the Peace Agreement or the OBMP Implementation Plan.
4. The Watermaster Board will transmit a request to the Court to issue an Order authorizing and directing Watermaster to proceed in accordance with this Resolution.
5. In approving this Agreement, Watermaster is not committing to carry-out any project within the meaning of CEQA unless and until environmental review and assessments required by CEQA

for that defined "project" have been completed. Any future actions that meet the definition of a "project" under CEQA shall be subject to environmental documentation.

EXHIBIT 31

FIRST AMENDMENT TO PEACE AGREEMENT CHINO BASIN

THIS FIRST AMENDMENT TO PEACE AGREEMENT ("Agreement") is dated the 2nd of September 2004 regarding the Chino Groundwater Basin.

RECITALS

A. The Parties entered into that certain "Peace Agreement" dated June 29, 2000. The Peace Agreement was approved by the Court in San Bernardino Superior Court Case No. RCV 51010.

B. Section 5.5 of the Peace Agreement provided for Watermaster assignment of "Salt Credits." Certain parties to the Peace Agreement contend that Salt Credits were intended as a benefit to compensate non-discharging Appropriators for their obligation under Section 7.5(b) of the Peace Agreement to provide their share of the storm flow Recharge component of New Yield for Desalter Replenishment. The storm flow Recharge component of New Yield has been established by Watermaster at 12,000 acre-feet per annum.

C. Pursuant to that contention, Monte Vista Water District brought a "Motion for an Order Compelling Watermaster to Establish a Program to Equitably Allocate Benefits from Water Quality Mitigation Measures Under the Physical Solution" on March 11, 2004.

D. The Parties have agreed that if the obligation to dedicate the storm flow Recharge component of New Yield for Desalter Replenishment is eliminated from the Peace Agreement, then Salt Credits can be eliminated from the Peace Agreement. The Parties intend that the storm flow Recharge component of New Yield will remain assigned to the individual Appropriators as a component of Safe Yield, and will not be independently dedicated to Desalter Replenishment, even if it subsequently becomes determined to be part of the Safe Yield in accordance with Section 4.5 of the Peace Agreement and Sections 6.2 and 6.5 of the Watermaster Rules and Regulations.

E. Except as set forth herein, the Parties to the Peace Agreement have agreed that Desalter Replenishment will continue to be provided for as set forth in Section 7.5 of the Peace Agreement, as amended, with Desalter Replenishment being provided from the following sources in order of priority: (a) the 25,000 acre-feet of Kaiser water; (b) New Yield other than the 12,000 acre-feet of storm flow Recharge; (c) Safe Yield and (d) Additional Replenishment Water purchased by Watermaster.

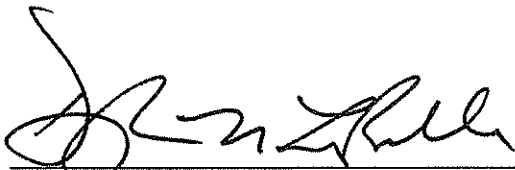
1. **Salt Credits Deleted.** Sections 1.1(rr) and 5.5 of the Peace Agreement are hereby deleted.

2. **Stormwater Component of New Yield Dedicated to Appropriators.**
The 12,000 acre-feet of storm flow Recharge determined by Watermaster to be part of New Yield shall be allocated to the Appropriators according to their percentages of Safe Yield under the Judgment. Notwithstanding section 7.5(c) of the Peace Agreement, those amounts will continue to be dedicated in those percentages to the Appropriators if that storm flow Recharge is subsequently determined to be Safe Yield. Section 7.5(b) of the Peace Agreement is hereby amended to read:

"New Yield, other than the storm flow Recharge component thereof, unless the Water Produced and treated by the Desalters is dedicated by a purchaser of the desalted water to offset the price of desalted water to the extent of the dedication."

3. **Effect of Amendment.** Except as amended hereby, the Peace Agreement remains in full force and effect and nothing in this First Amendment shall be construed to require Watermaster to levy the Replenishment Assessment contemplated by subdivision(d) of Section 7.5 thereof separately against the Parties that receive desalted water

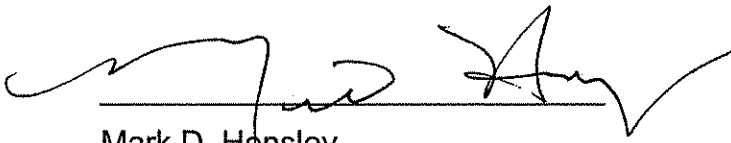
IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:



Douglas N. La Belle
City Manager

9/28/04

Date

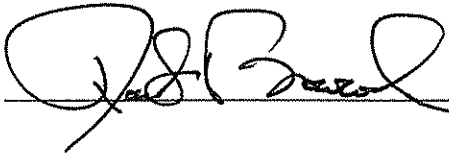


Mark D. Hensley
City Attorney

9/28/04

Date

DATED: NON-AGRICULTURAL POOL

BY:  _____

DATED: INLAND EMPIRE UTILITY
AGENCY

9/15/04

BY:  _____

DATED: THREE VALLEYS MUNICIPAL
WATER DISTRICT

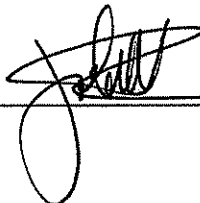
BY:  _____

DATED: KAISER VENTURES, INC.

BY: _____

DATED: WESTERN MUNICIPAL
WATER DISTRICT

10/28/04

BY:  _____

[Signatures continued on following pages]

DATED: CITY OF UPLAND

BY: _____

DATED: STATE OF CALIFORNIA

BY: _____

DATED: CITY OF CHINO

BY: _____

DATED: CUCAMONGA COUNTY WATER DISTRICT

BY: _____

DATED: 10/6/04 MONTE VISTA WATER DISTRICT

BY: Maos. K

[Signatures continued on following pages]

DATED:

CITY OF UPLAND

BY: _____

DATED:

STATE OF CALIFORNIA

BY: _____

DATED:

CITY OF CHINO

BY: _____

DATED:

October 26, 2004

CUCAMONGA VALLEY WATER
DISTRICT

BY: Henry J. Stoy

President of Board of Directors

DATED:

MONTE VISTA WATER
DISTRICT

BY: _____

[Signatures continued on following pages]

DATED:

CITY OF UPLAND

BY: *John V. Pomieiski*

DATED:

STATE OF CALIFORNIA

BY: _____

DATED:

CITY OF CHINO

BY: _____

DATED:

**CUCAMONGA COUNTY WATER
DISTRICT**

BY: _____

DATED:

**MONTE VISTA WATER
DISTRICT**

BY: _____

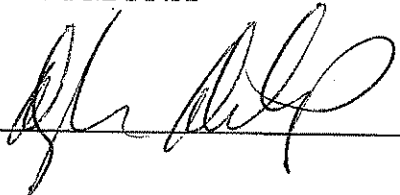
[Signatures continued on following pages]

DATED: CITY OF UPLAND

BY: _____

DATED: CITY OF POMONA

10/6/04

BY:  _____

DATED: CITY OF CHINO

BY: _____

DATED: CUCAMONGA COUNTY WATER DISTRICT

BY: _____

DATED: MONTE VISTA WATER DISTRICT

BY: _____

[Signatures continued on following pages]

NOW THEREFORE, in consideration of the covenants and conditions herein contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Salt Credits Deleted.** Sections 1.1(rr) and 5.5 of the Peace Agreement are hereby deleted.

2. **Stormwater Component of New Yield Dedicated to Appropriators.**

The 12,000 acre-feet of storm flow Recharge determined by Watermaster to be part of New Yield shall be allocated to the Appropriators according to their percentages of Safe Yield under the Judgment. Notwithstanding section 7.5(c) of the Peace Agreement, those amounts will continue to be dedicated in those percentages to the Appropriators if that storm flow Recharge is subsequently determined to be Safe Yield. Section 7.5(b) of the Peace Agreement is hereby amended to read:

" New Yield, other than the storm flow Recharge component thereof, unless the water Produced and treated by the Desalters is dedicated by a purchaser of the desalted water to offset the price of desalted water to the extent of the dedication."

3. **Effect of Amendment.** Except as amended hereby, the Peace Agreement remains in full force and effect and nothing in this First Amendment shall be construed to require Watermaster to levy the Replenishment Assessment contemplated by subdivision (d) of Section 7.5 thereof separately against the Parties that receive desalted water


IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated: October 12, 2004



President of Jurupa Community Services
District Board of Directors

Attest:



Secretary of Jurupa Community Services
District Board of Directors

DATED: CUCAMONGA COUNTY WATER DISTRICT

BY: _____

DATED: MONTE VISTA WATER DISTRICT

BY: _____

DATED: FONTANA UNION WATER COMPANY

BY: Ronald J. Black

DATED: CITY OF CHINO HILLS

BY: _____

DATED: JURUPA COMMUNITY SERVICES DISTRICT

BY: _____

DATED: AGRICULTURAL POOL

BY: Patricia Williams

DATED: APPROPRIATIVE POOL

BY: Mike M... ..

DATED: NON-AGRICULTURAL POOL

BY: _____

DATED: INLAND EMPIRE UTILITY AGENCY

BY: _____

DATED: THREE VALLEYS MUNICIPAL WATER DISTRICT

BY: _____

[Signatures continued on following pages]

DATED: 9/21/04

**SAN ANTONIO WATER
COMPANY**

BY:


General Manager/CEO

DATED:

**CHINO BASIN WATER
CONSERVATION DISTRICT**

BY: _____

DATED:

**SAN ANTONIO WATER
COMPANY**

BY: _____

DATED:

**CHINO BASIN WATER
CONSERVATION DISTRICT**

BY: Barnett Kell

DATED:

CITY OF UPLAND

BY: _____

DATED:

STATE OF CALIFORNIA

BY: _____

DATED: 10/21/04

CITY OF CHINO

BY: *[Signature]*

A Heed: *[Signature]*

DATED:

CUCAMONGA COUNTY WATER DISTRICT

BY: _____

DATED:

MONTE VISTA WATER DISTRICT

BY: _____

[Signatures continued on following pages]

DATED:

CITY OF UPLAND


BY: _____

DATED:

12/1/2004

STATE OF CALIFORNIA

BY:


Peter E. von Haam, Deputy Attorney General

DATED:

CITY OF CHINO

BY: _____

DATED:

CUCAMONGA COUNTY WATER DISTRICT

BY: _____

DATED:

MONTE VISTA WATER DISTRICT

BY: _____

[Signatures continued on following pages]

AGREEMENT

1. Salt Credits Deleted. Sections 1.1(rr) and 5.5 of the Peace Agreement are hereby deleted.

2. Stormwater Component of New Yield Dedicated to Appropriators

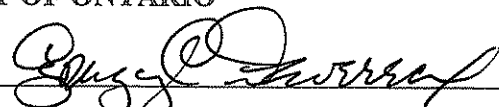
The 12,000 acre-feet of storm flow Recharge determined by Watermaster to be part of New Yield shall be allocated to the Appropriators according to their percentages of Safe Yield under the Judgment. Notwithstanding section 7.5(c) of the Peace Agreement, those amounts will continue to be dedicated in those percentages to the Appropriators if that storm flow Recharge is subsequently determined to be Safe Yield. Section 7.5(b) of the Peace Agreement is hereby amended to read:

“New Yield, other than the storm flow Recharge component thereof, unless the water Produced and treated by the Desalters is dedicated by a purchaser of the desalted water to offset the price of desalted water to the extent of the dedication.”

3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect and nothing in this First Amendment shall be construed to require Watermaster to levy the Replenishment Assessment contemplated by subdivision (d) of Section 7.5 thereof separately against the Parties that receive desalted water

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED: STATE OF CALIFORNIA
BY: _____

DATED: CITY OF ONTARIO
BY:  _____

DATED: CITY OF UPLAND
BY: _____

DATED: CITY OF POMONA
BY: _____

[Signatures continued on following pages]

DATED: CITY OF CHINO
BY: _____

[Signatures continued on following pages]

EXHIBIT 32

October 25, 2007

SECOND AMENDMENT TO PEACE AGREEMENT

THIS SECOND AMENDMENT TO PEACE AGREEMENT (“AGREEMENT”) is dated the 25th of October 2007 regarding the Chino Groundwater Basin.

RECITALS

- A. The Parties entered into that certain “Peace Agreement” dated June 29, 2000. The Peace Agreement was approved by the Court in San Bernardino Superior Court Case No. RCV 51010.
- B. The Parties entered into a First Amendment to the Peace Agreement on September 2nd of 2004 regarding the deletion of Salt Credits and the Stormwater Component of New Yield.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. OBMP Credits Modified. The Peace Agreement § 5.4(d) will be amended to read:

- (d) Watermaster shall adopt reasonable procedures to evaluate requests for OBMP credits against future OBMP Assessments or for reimbursement. Any Producer or party to the Judgment, including but not limited to the State of California, may make application to Watermaster for reimbursement or credit against future OBMP Assessments for any capital or operations and maintenance expenses incurred in the implementation of any project or program, including the cost of relocating groundwater Production facilities, that carries out the purposes of the OBMP and specifically relates to the prevention of subsidence in the Basin, in advance of construction or that is prospectively dedicated to service of the stated goals of the OBMP. Watermaster shall exercise reasonable discretion in making its determination, considering the importance of the project or program to the successful completion of the OBMP, the available alternative funding sources, and the professional engineering and design standards as may be applicable under the circumstances. However, Watermaster shall not approve such a request for reimbursement or credit against future OBMP Assessments under this section where the Producer or party to the Judgment was otherwise legally compelled to make the improvement.

October 25, 2007

Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED:

Party: _____

By: _____

October 25, 2007

Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED:

Party: 

By: April 24, 2008

October 25, 2007

Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED: 12/11/07

Party: CITY OF UPLAND

By: 
ROBB QUINLEY, CITY MANAGER

October 25, 2007


Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED:

Party: CUCAMONGA VALLEY WATER DISTRICT

By: 

October 25, 2007

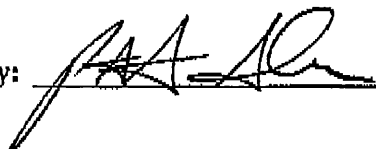
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Section 3. Effect of Amendment Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:


DATED:

Party: CITY OF CHINO

By: 

ATTEST:

DATED: 2-21-08


Lenna J. Tanner, City Clerk

October 25, 2007

Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED: Dec. 19th 2007

Party: Ag. Pool - Watermaster.

By: [Signature]

October 25, 2007

Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED: 12/12/07

Party: WEST END CONSOLIDATED WATER Co.

By: Tom R. Thomas
TOM R. THOMAS

October 25, 2007

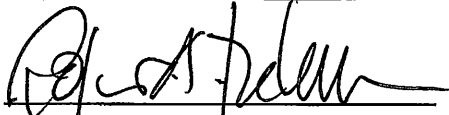
Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED: December 7, 2007

Party: FONTANA UNION WATER COMPANY

By: 
Robert A DeLoach, President

October 25, 2007

Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED:

Party: Cucamonga Valley WD
By: [Signature]

October 25, 2007

By: _____

DATED:

**INLAND EMPIRE UTILITIES
AGENCY**

By: _____

DATED:

**CUCAMONGA VALLEY WATER
DISTRICT**

By: _____

DATED:

MONTE VISTA WATER DISTRICT

By: _____

DATED:

**FONTANA UNION WATER
COMPANY**

By: _____

DATED:

**JURUPA COMMUNITY SERVICES
DISTRICT**

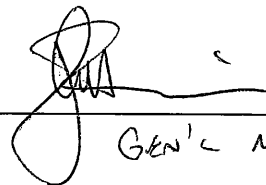
By: _____

DATED:

12/10/07

**WESTERN MUNICIPAL WATER
DISTRICT**

By: _____


GEN'c MGR

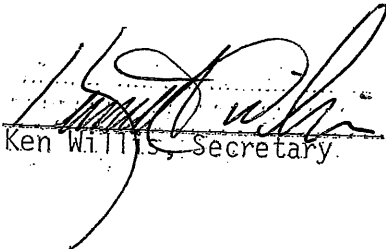
September 21, 2007

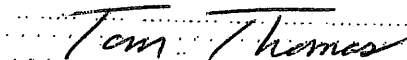
Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

SB 441950 v1:008350.0001


Ken Willis, Secretary


Tom Thomas, President
San Antonio Water Company

October 25, 2007

Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED:

Party: TIM WOOD

By: 

EXHIBIT 33

**PEACE II AGREEMENT:
PARTY SUPPORT FOR WATERMASTER'S OBMP
IMPLEMENTATION PLAN, –
SETTLEMENT AND RELEASE OF CLAIMS
REGARDING FUTURE DESALTERS**

WHEREAS, paragraph 41 of the Judgment entered in *Chino Basin Municipal Water District v. City of Chino* (San Bernardino Superior Court Case No. 51010) grants Watermaster, with the advice of the Advisory and Pool Committees, “discretionary powers in order to implement an Optimum Basin Management Program (“OBMP”) for the Chino Basin”;

WHEREAS, the Parties to the Judgment executed an agreement resolving their differences and pledging their support for Watermaster actions in accordance with specific terms in June of 2000 (“Peace Agreement”);

WHEREAS, Watermaster approved Resolution 00-05, and thereby adopted the goals and objectives of the OBMP, the OBMP Implementation Plan and committed to act in accordance with the terms of the Peace Agreement;

WHEREAS, pursuant to Article IV, paragraph 4.2, each of the parties to the Peace Agreement agreed not to oppose Watermaster’s adoption and implementation of the OBMP Implementation Plan attached as Exhibit “B” to the Peace Agreement;

WHEREAS, the Peace Agreement, the OBMP Implementation Plan and the Chino Basin Watermaster Rules and Regulations contemplate further actions by Watermaster in furtherance of its responsibilities under paragraph 41 of the Judgment and in accordance with the Peace Agreement and the OBMP Implementation Plan;

WHEREAS, the Parties to the Peace Agreement made certain commitments regarding the funding, design, construction and operation of Future Desalters;

WHEREAS, after receiving input from its stakeholders in the form of the Stakeholder’s Non-Binding Term Sheet, Watermaster has proposed to adopt Resolution 07-05 attached as Exhibit “1” hereto to further implement the OBMP through a suite of measures commonly referred to and herein defined as “Peace II Measures”, including but not limited to the 2007 Supplement to the OBMP, the Second Amendment to the Peace Agreement, amendments to Watermaster’s Rules and Regulations, the purchase and sale of water within the Overlying (Non-Agricultural) Pool and certain Judgment amendments; and

NOW, THEREFORE, in consideration of the mutual promises specified herein and by conditioning their performance under this Agreement upon the conditions precedent set forth in Article III herein, the Watermaster Approval, and Court Order, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions.

- (a) "Desalters" means Desalters and Future Desalters collectively, as defined in the Peace Agreement.
- (b) "Hydraulic Control" means the reduction of groundwater discharge from the Chino North Management Zone to the Santa Ana River to de minimus quantities. The Chino North Management Zone is defined in the 2004 Basin Plan amendment (RWQCB resolution R8-2004-001) attached hereto as Exhibit "B."
- (c) "Leave Behind" means a contribution to the Basin from water held in storage within the Basin under a Storage and Recovery Agreement that may be established by Watermaster from time to time that may reflect any or all of the following: (i) actual losses; (ii) equitable considerations associated with Watermaster's management of storage agreements; and (iii) protection of the long-term health of the Basin against the cumulative impacts of simultaneous recovery of groundwater under all storage agreements.
- (d) "Re-Operation" means the controlled overdraft of the Basin by the managed withdrawal of groundwater Production for the Desalters and the potential increase in the cumulative un-replenished Production from 200,000 authorized by paragraph 3 of the Engineering Appendix Exhibit I to the Judgment, to 600,000 acre feet for the express purpose of securing and maintaining Hydraulic Control as a component of the Physical Solution.
- (e) Unless otherwise expressly provided herein, all definitions set forth in the Peace Agreement and the Judgment are applicable to the terms as they are used herein.

1.2 Rules of Construction.

- (a) Unless the context clearly requires otherwise:
 - (i) The plural and singular forms include the other;
 - (ii) "Shall," "will," "must," and "agrees" are each mandatory;
 - (iii) "May" is permissive;
 - (iv) "Or" is not exclusive;
 - (v) "Includes" and "including" are not limiting; and
 - (vi) "Between" includes the ends of the identified range.

- (b) Headings at the beginning of Articles, paragraphs and subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used in construing it.
- (c) The masculine gender shall include the feminine and neuter genders and vice versa.
- (d) The word "person" shall include individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, water district and other entity of whatever nature.
- (e) Reference to any agreement (including this Agreement), document, or instrument means such agreement, document, instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms thereof.
- (f) Except as specifically provided herein, reference to any law, statute or ordinance, regulation or the like means such law as amended, modified, codified or reenacted, in whole or in part and in effect from time to time, including any rules and regulations promulgated thereunder.

ARTICLE II
COMPLIANCE WITH CEQA

- 2.1 Project Description. The proposed project description regarding the design, permitting, construction and operation of Future Desalter, securing Hydraulic Control through Basin Re-Operation is set forth in Attachment "A" to Watermaster Resolution 07-05 attached hereto as Exhibit "1."
- 2.2 Acknowledgment of IEUA as the Lead Agency for CEQA Review. IEUA has been properly designated as the "Lead Agency" for the purposes of completing environmental assessment and review of the proposed project.
- 2.3 Commitments are Consistent with CEQA. The Parties agree and acknowledge that no commitment will be made to carry out any "project" under the amendments to the OBMP and within the meaning of CEQA unless and until the environmental review and assessment that may be required by CEQA for that defined "project" have been completed.
- 2.4 Reservation of Discretion. Execution of this Agreement is not intended to commit any Party to undertake a project without compliance with CEQA or to commit the Parties individually or collectively to any specific course of action, which would result in the present approval of a future project.
- 2.5 No Prejudice by Comment or Failure to Comment. Nothing contained in environmental review of the Project, or a Party's failure to object or comment thereon, shall limit any

Party's right to allege that "Material Physical Injury" will result or has resulted from the implementation of the OBMP or its amendment.

ARTICLE III
CONDITIONS PRECEDENT

- 3.1 Performance Under Articles IV-XII is Subject to Satisfaction of the Conditions Precedent. Each Party's obligations under this Agreement are subject to the satisfaction of the following conditions precedent on or before the dates specified below, unless satisfaction or a specified condition or conditions is waived in writing by all other Parties:
- (a) Watermaster approval of Resolution 07-05 in a form attached hereto as Exhibit "1," including the following Attachments thereto
 - (i) the amendments to the Chino Basin Watermaster Rules and Regulations set forth in Attachment "F" thereto.
 - (ii) the 2007 Supplement to the OBMP Implementation Plan set forth in Attachment "D" thereto.
 - (iii) the amendments to the Judgment set forth in Attachments "H, I, and J" thereto.
 - (iv) the Second Amendment to the Peace Agreement set forth in Attachment "L" thereto.
 - (v) the Purchase and Sale Agreement for the Purchase of Water by Watermaster From the Overlying (Non-Agricultural) Pool as set forth in Attachment G thereto.
 - (b) The execution of the proposed Second Amendment to the Peace Agreement by all Parties to the Peace Agreement .
 - (c) Court approval of the proposed Judgment Amendments and a further order of the Court directing Watermaster to proceed in accordance with the terms of the Peace II Measures as embodied in Resolution 07-05.

ARTICLE IV
MUTUAL ACKNOWLEDGEMENT AND COVENANTS

- 4.1 Acknowledgment of Peace II Measures. The collective actions of Watermaster set forth in Watermaster Resolution 07-05 and the Attachments thereto (Peace II Measures) constitute further actions by Watermaster in implementing the OBMP in accordance with the grant and limitations on its discretionary authority set forth under paragraph 41 of the Judgment
- 4.2 Non-Opposition. No Party to this Agreement shall oppose Watermaster's adoption of Resolution 07-05 and implementation of the Peace II measures as embodied therein

including the Judgment Amendments, Amendments to the Peace Agreement, the 2007 Supplement to the OBMP Implementation Plan and Amendments to the Chino Basin Watermaster's Rules and Regulations or to Watermaster's execution of memoranda of agreement that are not materially inconsistent with the terms contained therein. Notwithstanding this covenant, no party shall be limited in their right of participation in all functions of Watermaster as they are provided in the Judgment or to preclude a Party to the Judgment from seeking judicial review of Watermaster determinations pursuant to the Judgment or as otherwise provided in this Agreement.

- 4.3 Consent to Amendments. Each Party expressly consents to the Judgment amendments and modifications set forth in Watermaster's Resolution 07-05.
- 4.4 Non-Agricultural Pool Intervention. The Parties acknowledge and agree that any Party to the Judgment shall have the right to purchase Non-Agricultural overlying property within the Basin and appurtenant water rights and to intervene in the Non-Agricultural Pool.

ARTICLE V **FUTURE DESALTERS**

- 5.1 Purpose. Watermaster plans to coordinate and the Parties to the Judgment plan to arrange for the physical capacity and potable water use of water from the Desalters. Desalters in existence on the effective date of this Agreement will be supplemented to provide the required capacity to cumulatively produce approximately 40,000 acre-feet per year of groundwater from the Desalters by 2012.
- 5.2 2007 Supplement to the OBMP Implementation Plan. The OBMP Implementation Plan will be supplemented as set forth in the 2007 Supplement to the OBMP Implementation Plan to reflect that Western Municipal Water District ("WMWD"), acting independently or in its complete discretion with the City of Ontario ("Ontario") or the Jurupa Community Services District ("Jurupa") or both, will exercise good faith and reasonable best efforts to arrange for the design, planning, and construction of Future Desalters in accordance with the 2007 Supplement to the OBMP Implementation Plan, to obtain Hydraulic Control, further Re-Operation and support the Future Desalters.
- 5.3 Implementation. WMWD, acting independently or in its complete discretion with Ontario, Jurupa, or both, will exercise good faith and reasonable best efforts to arrange for the design, planning, and construction of Future Desalters in accordance with the 2007 Supplement to the OBMP Implementation Plan, to account for Hydraulic Control, Re-Operation and Future Desalters.
- (a) WMWD, acting independently or in its complete discretion with Ontario or Jurupa or both, will exercise good faith and reasonable best efforts to proceed in accordance with the timeline for the completion of design, permitting, finance and construction as attached hereto as Exhibit "2"
- (b) WMWD, acting independently or in its complete discretion with the City of Ontario or the Jurupa Community Services District or both, will provide quarterly progress reports to Watermaster and the Court.

- 5.4 Project Description. The Future Desalters will add up to 9 mgd to existing Desalters. This will include production capacity from new groundwater wells that will be located in the Southerly end of the Basin, as depicted in Exhibit "3" attached hereto and incorporated herein by this reference. The final design and construction of Future Desalters *may* depend on the terms and conditions that may be freely arrived at by fair bargaining among WMWD and the Chino Basin Desalter Authority ("CDA") or whether it is required to build stand-alone facilities or both. There are material yield benefits to the Parties to the Judgment that are achieved by obtaining Hydraulic Control through Basin Re-Operation. The extent of these benefits is somewhat dependent upon the final location of new production facilities within the southerly end of the Basin. Accordingly, Watermaster will ensure that the location of Future Desalter groundwater production facilities will achieve both Hydraulic Control and maximize yield enhancement by their location emphasizing groundwater production from the Southerly end of the Basin.
- 5.5 Implementing Agreements. Within twenty-four (24) months of the effective date, WMWD, acting independently or in its complete discretion with the City of Ontario or the Jurupa Community Services District or both, will exercise good faith and reasonable best efforts to complete final binding agreement(s) regarding Future Desalters that includes the following key terms:
- (a) Arrangements for WMWD's purchase of product water from CDA;
 - (b) Arrangements with CDA, Jurupa and other Chino Basin parties for the common use of existing facilities, if any;
 - (c) Arrangement with the owners of the SARI line;
 - (d) Arrangements with the Appropriative Pool regarding the apportionment of any groundwater produced as controlled overdraft in accordance with the Physical Solution between Desalters I, Desalters II on the one hand and the Future Desalters on the other hand;
 - (e) WMWD's payment to Watermaster to reimburse Parties to the Judgment for their historical contributions towards the OBMP, if any;
 - (f) The schedule for approvals and project completion.
- 5.6 Reservation of Discretion. Nothing herein shall be construed as committing WMWD, or any members of CDA to take any specific action(s) to accommodate the needs or requests of the other, Watermaster, or any Party to the Judgment, whatever the request may be.
- 5.7 Condition Subsequent. WMWD's obligation to execute a binding purchase agreement with CDA or to independently develop the Future Desalters is subject to the express condition subsequent that the total price per acre-foot of water delivered must not be projected to exceed the sum of the following: (i) the full MWD Tier II Rate; (ii) the MWD Treatment Surcharge calculated in terms of an annual average acre-foot charge; and (iii) \$150 (in 2006 dollars) per acre-foot of water delivered to account for water supply reliability.

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- (a) The full acre-foot cost to Western for Capital and O&M (assuming the priority allocation of controlled overdraft), includes:
 - (i) the delivery of the desalted water to its Mockingbird Reservoir or directly to the City of Norco,
 - (ii) any applicable ongoing Watermaster assessments, payments to CDA and JCSD and for SARI utilization.
- (b) Provided that if third-party funding, grants and a MWD subsidy under the Local Resources Program or otherwise should reduce Western's costs to an amount which is \$75 (in 2006 dollars) below the cap described in paragraph 5.5, Western will transmit an amount equal to fifty (50) percent of the amount less than the computed price cap less \$75 (in 2006 dollars) to Watermaster.
- (c) Western may elect to exercise its right of withdrawal under this paragraph 5.7 within 120 days following the later of: (1) completion of preliminary design; or (2) the certification of whatever CEQA document is prepared for the project, but not later than sixty (60) days thereafter and in no event after a binding water purchase agreement has been executed.

5.8 Limitations. The operation of the Future Desalters will be subject to the following limitations:

- (a) Well Location. New groundwater production facilities for the Future Desalters will be located in the southern end of the Basin to achieve the dual purpose of obtaining Hydraulic Control and increasing Basin yield.
 - (i) New wells will be constructed in the shallow aquifer system among Desalter I wells No. 1 through 4 and west of Desalter I.
 - (ii) So long as these wells produce at least one-half of the Future Desalter groundwater, the Future Desalters shall be entitled to first priority for the allocation of the 400,000 acre-feet of controlled overdraft authorized by the Judgment Amendments to Exhibit I.
- (b) Export. The export of groundwater from the Basin must be minimized. WMWD will present a plan for export minimization to the Watermaster for review and approval prior to operation of the Future Desalters.
 - (i) Watermaster will account for water imported and exported by WMWD.
 - (ii) Watermaster will prepare an initial reconciliation of WMWD's imports and exports at the end of the first ten (10) years of operation and every year thereafter to determine whether a "net export" occurred.

- (iii) WMWD will pay an assessment, if any, on all "net exports" in accordance with Judgment Exhibit "H," paragraph 7(b) after the initial reconciliation is completed at the end of the first ten (10) years of operation.

ARTICLE VI
GROUNDWATER PRODUCTION BY AND
REPLENISHMENT FOR DESALTERS

- 6.1 Acknowledgment. The Parties acknowledge that the hierarchy for providing Replenishment Water for the Desalters is set forth in Article VII, paragraph 7.5 of the Peace Agreement, and that this section controls the sources of water that will be offered to offset Desalter Production.

- 6.2 Peace II Desalter Production Offsets. To facilitate Hydraulic Control through Basin Re-Operation, in accordance with the 2007 Supplement to the OBMP Implementation Plan and the amended Exhibits G and I to the Judgment, additional sources of water will be made available for purposes of Desalter Production and thereby some or all of a Replenishment obligation. With these available sources, the Replenishment obligation attributable to Desalter production in any year will be determined by Watermaster as follows:
 - (a) Watermaster will calculate the total Desalter Production for the preceding year and then apply a credit against the total quantity from:
 - (i) the Kaiser account (Peace Agreement Section 7.5(a).);
 - (ii) dedication of water from the Overlying (Non-Agricultural) Pool Storage Account or from any contribution arising from an annual authorized Physical Solution Transfer in accordance with amended Exhibit G to the Judgment;
 - (iii) New Yield (other than Stormwater (Peace Agreement Section 7.5(b)));
 - (iv) any declared losses from storage in excess of actual losses enforced as a "Leave Behind";
 - (v) Safe Yield that may be contributed by the parties (Peace Agreement Section 7.5(c));
 - (vi) any Production of groundwater attributable to the controlled overdraft authorized pursuant to amended Exhibit I to the Judgment.

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

- (i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit "G" paragraph 8(c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 6.2(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in Section 9.2 below. The Special OBMP Assessment will be assessed pro-rata on each member's share of Safe Yield, followed by
 - (ii) A Replenishment Assessment against the Appropriative Pool, pro-rata based on each Producer's combined total share of Operating Safe Yield and the previous year's actual production. Desalter Production is excluded from this calculation. However, if there is a material reduction in the net cost of Desalter product water to the purchasers of product water, Watermaster may re-evaluate whether to continue the exclusion of Desalter Production but only after giving due regard to the contractual commitment of the parties.
 - (iii) The quantification of any Party's share of Operating Safe Yield does not include the result of any land use conversions.
- (c) The rights and obligations of the parties, whatever they may be, regarding Replenishment Assessments attributable to all Desalters and Future Desalters in any renewal term of the Peace Agreement are expressly reserved and not altered by this Agreement.

ARTICLE VII

YIELD ACCOUNTING

- 7.1 New Yield Attributable to Desalters. Watermaster will make an annual finding as to the quantity of New Yield that is made available by Basin Re-Operation including that portion that is specifically attributable to the Existing and Future Desalters. Any subsequent recalculation of New Yield as Safe Yield by Watermaster will not change the priorities set forth above for offsetting Desalter production as set forth in Article VII, Section 7.5 of the Peace Agreement. For the initial term of the Peace Agreement, neither Watermaster nor the Parties will request that Safe Yield be recalculated in a manner that incorporates New Yield *attributable to the Desalters* into the determination of Safe Yield so that this source of supply will be available for Desalter Production rather than for use by individual parties to the Judgment.
- 7.2 Apportionment of Controlled Overdraft. Within twelve (12) months of the court approval and no later than December 1, 2008, with facilitation by Watermaster, WMWD and the Appropriative Pool will establish by mutual agreement the portion of the 400,000 acre-feet of the controlled overdraft authorized by the amendment to Exhibit "I" to the Judgment that will be allocated among the Desalters and pursuant to a proposed schedule.

- (a) To the extent the groundwater wells for the Future Desalters pump at least fifty (50) percent groundwater from the southern end of the Basin as set forth in Exhibit "3" the *Future Desalters* will be entitled to first priority to the controlled overdraft authorized by the amendment to Exhibit "T" to the Judgment.
- (b) WMWD and the Appropriative Pool will exercise good faith and reasonable best efforts to arrive at a fair apportionment. Relevant considerations in establishing the apportionment include, but are not limited to: (i) the nexus between the proposed expansion and achieving Hydraulic Control;(ii) the nexus between the project and obtaining increased yield; (iii) the identified capital costs; (iv) operating and maintenance expenses; and (iv) the availability of third-party funding.
- (c) The parties will present any proposed agreement regarding apportionment to Watermaster. Watermaster will provide due regard to any agreement between WMWD and the Appropriative Pool and approve it so long as the proposal phases the Re-Operation over a reasonable period of time to secure the physical condition of Hydraulic Control and will achieve the identified yield benefits while at the same time avoiding Material Physical Injury or an inefficient use of basin resources.
- (d) If WMWD and the Appropriative Pool do not reach agreement on apportionment of controlled overdraft to Future Desalters, then no later than August 31, 2009, the members of the Appropriative Pool will submit a plan to Watermaster that achieves the identified goals of increasing the physical capacity of the Desalters and potable water use of approximately 40,000 acre-feet of groundwater production from the Desalters from the Basin no later than 2012. The Appropriative Pool proposal must demonstrate how it has provided first priority to the Future Desalters if the conditions of paragraph 7.2(a) are met.
- (e) Watermaster will have discretion to apportion the controlled overdraft under a schedule that reflects the needs of the parties and the need for economic certainty and the factors set forth in Paragraph 7.2(a) above. Watermaster may exercise its discretion to establish a schedule for Basin Re-Operation that best meets the needs of the Parties to the Judgment and the physical conditions of the Basin, including but not limited to such methods as "ramping up," "ramping down," or "straight-lining."
 - (i) An initial schedule will be approved by Watermaster and submitted to the Court concurrent with Watermaster Resolution 07-05.
 - (ii) Watermaster may approve and request Court approval of revisions to the initial schedule if Watermaster's approval and request are supported by a technical report demonstrating the continued need for access to controlled overdraft, subject to the limitations set forth in amended Exhibit "T" to the Judgment and the justification for the amendment.

- 7.3 Suspension. An evaluation of Watermaster's achievement of Basin outflow conditions, achievement of Hydraulic Control and compliance with Regional Board orders will be completed annually by Watermaster. Re-Operation and Watermaster's apportionment of controlled overdraft will not be suspended in the event that Hydraulic Control is secured in any year *before* the full 400,000 acre-feet has been produced so long as: (i) Watermaster has prepared, adopted and the Court has approved a contingency plan that establishes conditions and protective measures to avoid Material Physical Injury and that equitably distributes the cost of any mitigation attributable to the identified contingencies, and (ii) Watermaster is in substantial compliance with a Court approved Recharge Master Plan as set forth in Paragraph 8.1 below.
- 7.4 Storage: Uniform Losses. The Parties acknowledge that Watermaster has assessed a two (2)-percent loss on all groundwater presently held in storage to reflect the current hydrologic condition. As provided in the Peace Agreement, Watermaster will continue to maintain a minimum 2 (two) percent loss until substantial evidence exists to warrant the imposition of another loss factor. However, the Parties further acknowledge and agree that losses have been substantially reduced through the OBMP Implementation Plan and the operation of Desalters I and II and that once Hydraulic Control is achieved outflow and losses from the Basin will have been limited to de minimis quantities. Therefore, Watermaster may establish uniform losses for all water held in storage based on whether the Party has substantially contributed to Watermaster reducing losses and ultimately securing and maintaining Hydraulic Control.
- (a) Pre-Implementation of the Peace Agreement. The uniform annual loss (leave behind) of six (6) percent will be applied to all storage accounts to address actual losses, management and equitable considerations arising from the implementation of the Peace Agreement, the OBMP Implementation Plan, the 2007 Supplement to the OBMP Implementation Plan, including but not limited to the Desalters and Hydraulic Control unless the Party holding the storage account: (i) has previously contributed to the implementation of the OBMP as a Party to the Judgment, is in compliance with their continuing covenants under the Peace Agreement or in lieu thereof they have paid or delivered to Watermaster "financial equivalent" consideration to offset the cost of past performance prior to the implementation of the OBMP and (ii) promised continued future compliance with Watermaster Rules and Regulations. In the event that a Party satisfies 7.4(a)(i) and 7.4(a)(ii) they will be assessed a minimum loss of two (2) percent against all water held in storage to reflect actual estimated losses. Watermaster's evaluation of the sufficiency of any consideration or financial equivalency may take into account the fact that one or more Parties to the Judgment are not similarly situated.
- (b) Post-Hydraulic Control. Following Watermaster's determination that it has achieved Hydraulic Control and for so long as Watermaster continues to sustain losses from the Basin to the Santa Ana River at a de minimis level (less than one (1) percent), any Party to the Judgment (agency, entity or person) may qualify for the Post-Hydraulic Control uniform loss percentage of less than 1 percent if they meet the criteria of 7.4(a)(i) and 7.4(a)(ii) above.

- 7.5 Allocation of Losses. Any losses from storage assessed as a Leave Behind in excess of actual losses ("dedication quantity") will be dedicated by Watermaster towards groundwater Production by the Desalters to thereby avoid a Desalter replenishment obligation that may then exist *in the year* of recovery. Any dedication quantity which is not required to offset Desalter Production in the year in which the loss is assessed, will be made available to the members of the Appropriative Pool. The dedication quantity will be pro-rated among the members of the Appropriative Pool in accordance with each Producer's combined total share of Operating Safe Yield and the previous year's actual production. However, before any member of the Appropriative Pool may receive a distribution of any dedication quantity, they must be in full compliance with the 2007 Supplement to the OBMP Implementation Plan and current in all applicable Watermaster assessments.

ARTICLE VIII **RECHARGE**

- 8.1 Update to the Recharge Master Plan. Watermaster will update and obtain Court approval of its update to the Recharge Master Plan to address how the Basin will be contemporaneously managed to secure and maintain Hydraulic Control and subsequently operated at a new equilibrium at the conclusion of the period of Re-Operation. The Recharge Master Plan will be jointly approved by IEUA and Watermaster and shall contain recharge estimations and summaries of the projected water supply availability as well as the physical means to accomplish the recharge projections. Specifically, the Plan will reflect an appropriate schedule for planning, design, and physical improvements as may be required to provide reasonable assurance that following the full beneficial use of the groundwater withdrawn in accordance with the Basin Re-Operation and authorized controlled overdraft, that sufficient Replenishment capability exists to meet the reasonable projections of Desalter Replenishment obligations. With the concurrence of IEUA and Watermaster, the Recharge Master Plan will be updated and amended as frequently as necessary with Court approval and not less than every five (5) years. Costs incurred in the design, permitting, operation and maintenance of recharge improvements will be apportioned in accordance with the following principles.
- a. Operations and Maintenance. All future operations and maintenance costs attributable to all recharge facilities utilized for recharge of recycled water in whole or in part unfunded from third party sources, will be paid by the Inland Empire Utilities Agency ("IEUA") and Watermaster. The contribution by IEUA will be determined annually on the basis of the relative proportion of recycled water recharged bears to the total recharge from all sources in the prior year. For example, if 35 percent of total recharge in a single year is from recycled water, then IEUA will bear 35 percent of the operations and maintenance costs. All remaining unfunded costs attributable to the facilities used by Watermaster will be paid by Watermaster.
- i. IEUA reserves discretion as to how it assesses its share of costs.

ii. Watermaster will apportion its costs among the members of the stakeholders in accordance with Production, excluding Desalter Production.

iii. The operations and maintenance costs of water recharged by aquifer storage and recovery will not be considered in the calculation other than by express agreement.

b. Capital. Mutually approved capital improvements for recharge basins that do or can receive recycled water constructed pursuant to the Court approved Recharge Master Plan, if any, will be financed through the use of third party grants and contributions if available, with any unfunded balance being apportioned 50 percent each to IEUA and Watermaster. The Watermaster contribution shall be allocated according to shares of Operating Safe Yield. All remaining unfunded costs attributable to the facilities used by Watermaster will be paid by Watermaster.

8.2 Coordination. The members of the Appropriative Pool will coordinate the development of their respective Urban Water Management Plans and Water Supply Master Plans with Watermaster as follows.

- (a) Each Appropriator that prepares an Urban Water Management Plan and Water Supply Plans will provide Watermaster with copies of their existing and proposed plans.
- (b) Watermaster will use the Plans in evaluating the adequacy of the Recharge Master Plan and other OBMP Implementation Plan program elements.
- (c) Each Appropriator will provide Watermaster with a draft in advance of adopting any proposed changes to their Urban Water Management Plans and in advance of adopting any material changes to their Water Supply Master Plans respectively in accordance with the customary notification routinely provided to other third parties to offer Watermaster a reasonable opportunity to provide informal input and informal comment on the proposed changes.
- (d) Any party that experiences the loss or the imminent threatened loss of a material water supply source will provide reasonable notice to Watermaster of the condition and the expected impact, if any, on the projected groundwater use.

8.3 Continuing Covenant. To ameliorate any long-term risks attributable to reliance upon un-replenished groundwater production by the Desalters, the annual availability of any portion of the 400,000 acre-feet set aside as controlled overdraft as a component of the Physical Solution, is expressly subject to Watermaster making an annual finding about whether it is in substantial compliance with the revised Watermaster Recharge Master Plan pursuant to Paragraphs 7.3 and 8.1 above.

8.4 Acknowledgment re 6,500 Acre-Foot Supplemental Recharge. The Parties make the following acknowledgments regarding the 6,500 Acre-Foot Supplemental Recharge:

- (a) A fundamental premise of the Physical Solution is that all water users dependent upon Chino Basin will be allowed to pump sufficient waters from the Basin to meet their requirements. To promote the goal of equal access to groundwater within all areas and sub-areas of the Chino Basin, Watermaster has committed to use its best efforts to direct recharge relative to production in each area and sub-area of the Basin and to achieve long-term balance between total recharge and discharge. The Parties acknowledge that to assist Watermaster in providing for recharge, the Peace Agreement sets forth a requirement for Appropriative Pool purchase of 6,500 acre-feet per year of Supplemental Water for recharge in Management Zone 1 (MZ1). The purchases have been credited as an addition to Appropriative Pool storage accounts. The water recharged under this program has not been accounted for as Replenishment water.
- (b) Watermaster was required to evaluate the continuance of this requirement in 2005 by taking into account provisions of the Judgment, Peace Agreement and OBMP, among all other relevant factors. It has been determined that other obligations in the Judgment and Peace Agreement, including the requirement of hydrologic balance and projected replenishment obligations, will provide for sufficient wet-water recharge to make the separate commitment of Appropriative Pool purchase of 6,500 acre-feet unnecessary. Therefore, because the recharge target as described in the Peace Agreement has been achieved, further purchases under the program will cease and Watermaster will proceed with operations in accordance with the provisions of paragraphs (c), (d) and (e) below.
- (c) The parties acknowledge that, regardless of Replenishment obligations, Watermaster will independently determine whether to require wet-water recharge within MZ1 to maintain hydrologic balance and to provide equal access to groundwater in accordance with the provisions of this Section 8.4 and in a manner consistent with the Peace Agreement, OBMP and the Long Term Plan for Subsidence.". Watermaster will conduct its recharge in a manner to provide hydrologic balance within, and will emphasize recharge in MZ1. Accordingly, the Parties acknowledge and agree that each year Watermaster shall continue to be guided in the exercise of its discretion concerning recharge by the principles of hydrologic balance.
- (d) Consistent with its overall obligations to manage the Chino Basin to ensure hydrologic balance within each management zone, for the duration of the Peace Agreement (until June of 2030), Watermaster will ensure that a minimum of 6,500 acre-feet of wet water recharge occurs within MZ1 on an annual basis. However, to the extent that water is unavailable for recharge or there is no replenishment obligation in any year, the obligation to recharge 6,500 acre-feet will accrue and be satisfied in subsequent years.
 - (1) Watermaster will implement this measure in a coordinated manner so as to

facilitate compliance with other agreements among the parties, including but not limited to the Dry-Year Yield Agreements.

- (2) In preparation of the Recharge Master Plan, Watermaster will consider whether existing groundwater production facilities owned or controlled by producers within MZ1 may be used in connection with an aquifer storage and recovery ("ASR") project so as to further enhance recharge in specific locations and to otherwise meet the objectives of the Recharge Master Plan.
- (e) Five years from the effective date of the Peace II Measures, Watermaster will cause an evaluation of the minimum recharge quantity for MZ1. After consideration of the information developed in accordance with the studies conducted pursuant to paragraph 3 below, the observed experiences in complying with the Dry Year Yield Agreements as well as any other pertinent information, Watermaster may increase the minimum requirement for MZ1 to quantities greater than 6,500 acre-feet per year. In no circumstance will the commitment to recharge 6,500 acre-feet be reduced for the duration of the Peace Agreement.

ARTICLE IX

9.1 Basin Management Assistance. Three Valleys Municipal Water District ("TVMWD") shall assist in the management of the Basin through a financial contribution of \$300,000 to study the feasibility of developing a water supply program within Management Zone 1 of the Basin or in connection with the evaluation of Future Desalters. The study will emphasize assisting Watermaster in meeting its OBMP Implementation Plan objectives of concurrently securing Hydraulic Control through Re-Operation while attaining Management Zone 1 subsidence management goals. Further, TVMWD has expressed an interest in participating in future projects in the Basin that benefit TVMWD. If TVMWD wishes to construct or participate in such future projects, TVMWD shall negotiate with Watermaster in good faith concerning a possible "buy-in" payment.

9.2 Allocation of Non-Agricultural Pool OBMP Special Assessment

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

(i)	City of Ontario.	80 af
(ii)	City of Upland	161 af
(iii)	Monte Vista Water District	213 af
(iv)	City of Pomona	220 af
(v)	Marygold Mutual Water Co	16 af
(vi)	West Valley Water District	15 af

b. In the eleventh year from the effective date of the Peace II Measures and in each year thereafter in which water may be available from the Overlying (Non-Agricultural) Pool in excess of identified Desalter replenishment obligations as determined in accordance with Section 6.2 above, any excess water (or financial equivalent) will be distributed pro rata among the members of the Appropriate Pool based upon each Producer's combined total share of Operating Safe Yield and the previous year's actual production.

ARTICLE X
SETTLEMENT AND RELEASE

- 10.1 Settlement. By its execution of this Agreement, the Parties mutually and irrevocably, fully settle their respective claims, rights and obligations, whatever they may be, regarding the design, funding, construction and operation of Future Desalters as set forth in and arising from Article VII of the Peace Agreement.
- 10.2 Satisfaction of Peace Agreement Obligation Regarding Future Desalters. The Parties' individual and collective responsibilities arising from the Part VII of the Peace Agreement and the OBMP Implementation Plan regarding the planning, design, permitting, construction and operation of Future Desalters, whatever they may be, are unaffected by this Agreement. However, upon the completion of a 10,000 AFY (9 mgd) expansion of groundwater production and desalting from Desalter II as provided for herein, the Parties will be deemed to have satisfied all individual and collective pre-existing obligations arising from the Peace Agreement and the OBMP Implementation Plan, whatever they may be, with regard to Future Desalters as described in Part VII of the Peace Agreement and the OBMP Implementation Plan.
- 10.3 Satisfaction of Pomona Credit. In recognition of the ongoing benefits received by TVMWD through the City of Pomona's anion exchange project, as its sole and exclusive responsibility, TVMWD will make an annual payment to Watermaster in an amount equal to the credit due the City of Pomona under Peace Agreement Paragraph 5.4(b) ("the Pomona Credit").
- (a) Within ninety (90) days of each five-year period following the Effective Date of this Agreement, in its sole discretion TVMWD shall make an election whether to continue or terminate its responsibilities under this paragraph. TVMWD shall provide written notice of such election to Watermaster.
 - (b) Watermaster will provide an annual invoice to TVMWD for the amount of the Pomona Credit.
 - (c) Further, in any renewal term of the Peace Agreement, TVMWD will continue to make an equivalent financial contribution which TVMWD consents to

Watermaster's use for the benefit of MZ1, subject to the same conditions set forth above with respect to TVMWD's payment of the "Pomona Credit".

- (d) In the event TVMWD elects to terminate its obligation under this Paragraph, the Peace Agreement and the responsibility for satisfying the Pomona Credit will remain unchanged and unaffected, other than as it will be deemed satisfied for each five-year period that TVMWD has actually made the specified payment.

10.4 Release. Upon WMWD's completion of a 10,000 AFY (9 mgd) expansion of groundwater production and desalting in a manner consistent with the parameters set forth in this Agreement, each Party, for itself, its successors, assigns, and any and all persons taking by or through it, hereby releases WMWD and IEUA from any and all obligations arising from WMWD's and IEUA's responsibility for securing funding, designing, and constructing Future Desalters as set forth in or arising exclusively from Article VII of the Peace Agreement and the Program Elements 3, 6, and 7, OBMP Implementation Plan only, and each Party knowingly and voluntarily waives all rights and benefits which are provided by the terms and provisions of section 1542 of the Civil Code of the State of California, or any comparable statute or law which may exist under the laws of the State of California, in or arising from WMWD's and IEUA's responsibility for securing funding, designing, and constructing Future Desalters as set forth in or arising exclusively from Article VII of the Peace Agreement and the OBMP Implementation Plan only. The Parties hereby acknowledge that this waiver is an essential and material term of this release. The Parties, and each of them, acknowledge that Civil Code section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Each Party understands and acknowledges that the significance and consequence of this waiver of Civil Code section 1542 is the waiver of any presently unknown claims as described above, and that if any Party should eventually suffer additional damages arising out of the respective claim that Party will not be able to make any claim for those additional damages. Further, all Parties to this Agreement acknowledge that they consciously intend these consequences even as to claims for such damages that may exist as of the date of this Agreement but which are not known to exist and which, if known, would materially affect the Parties' respective decision to execute this Agreement, regardless of whether the lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

10.5 Assessments. In view of the substantial investments previously made and contemplated by Watermaster and the parties over the term of the Peace Agreement and in particular to implement the OBMP, the parties desire substantial certainty regarding Watermaster's principles of cost allocation. The principles set forth in the Peace Agreement and the

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Peace II Measures including those stated herein, constitute a fair and reasonable allocation of responsibility among the stakeholders. Accordingly, other than in the event of an emergency condition requiring prompt action by Watermaster or to correct a manifest injustice arising from conditions not presently prevailing in the Basin and unknown to Watermaster and the parties and then only to the extent Watermaster retains discretion, Watermaster will maintain the principles of cost allocation for apportioning costs and assessments as provided in the Judgment and now implemented through the Peace Agreement and the Peace II Measures for the balance of the initial Term of the Peace Agreement. For the balance of the initial Term of the Peace Agreement, the parties to the Peace II Agreement will waive any objections to the Watermaster's principles of cost allocation other than as to issues regarding whether Watermaster has: (i) properly followed appropriate procedures; (ii) correctly computed assessments and charges; and (iii) properly reported .

10.6 Reservation of Rights. Nothing herein shall be construed as precluding any party to the Judgment from seeking judicial review of any Watermaster action on the grounds that Watermaster has failed to act in accordance with the Peace Agreement as amended, this Agreement, the Amended Judgment, the OBMP Implementation Plan as amended and applicable law.

October 25, 2007

ARTICLE XI
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- 12.2 Awareness of Contents/Legal Effect. The Parties expressly declare and represent that they have read the Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement and they approve and accept the terms and conditions contained herein, and that this Agreement is executed freely and voluntarily.
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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated:

Party: _____

By _____

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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated: April 24, 2008

Party: Non-Agricultural Pool

By: [Signature]

October 25, 2007

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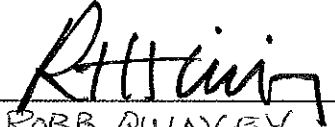
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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated: 12/11/07

Party: CITY OF UPLAND

By 
ROBB QUINCEY
CITY MANAGER

October 25, 2007

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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated:

Party: T. V. W. W. P.

By: 

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ARTICLE XII
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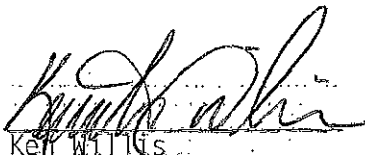
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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated:

Party: San Antonio Water Company

By Tom Thomas
Tom Thomas
President


Ken Wittig
Secretary

October 25, 2007

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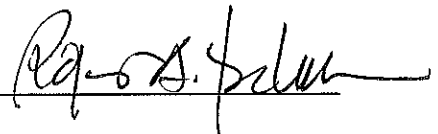
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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated:

Party: CUCAMING VALLEY WATER DISTRICT

By 

October 25, 2007

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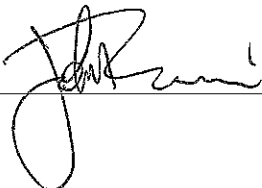
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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated:

Party: WESTERN MWD

By  _____

October 25, 2007

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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated: December 7, 2007

Party: FONTANA UNION WATER COMPANY

By 
Robert A DeLoach, President

October 25, 2007

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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated: 12/12/07

Party: WEST END CONSOLIDATED WATER C

By Tom R. Thomas
Tom R. THOMAS

October 25, 2007

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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated: *Dec. 19, 2007*

Party: *Ag Pool - W/Rec master*
By: *[Signature]*

October 25, 2007

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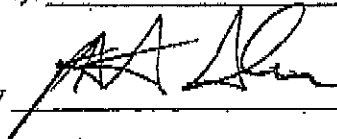
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IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated:

Party: CITY OF CHINO

By



ATEST:

DATED: 2-21-08

Lenna J. Tanker
Lenna J. Tanker, City Clerk

Exhibit 1

September 21, 2007

**WATERMASTER RESOLUTION
NO. 07-05**

**RESOLUTION OF THE CHINO BASIN WATERMASTER
REGARDING THE PEACE II AGREEMENT AND
THE OBMP IMPLEMENTATION PLAN**

WHEREAS, the Judgment in the Chino Basin Adjudication, *Chino Municipal Water District v. City of Chino, et al.*, San Bernardino Superior Court No. 51010, created the Watermaster and directed it to perform the duties as provided in the Judgment or ordered or authorized by the court in the exercise of the Court's continuing jurisdiction;

WHEREAS, Watermaster has the express powers and duties as provided in the Judgment or as "hereafter" ordered or authorized by the Court in the exercise of the Court's continuing jurisdiction" subject to the limitations stated elsewhere in the Judgment;

WHEREAS, Watermaster, with the advice of the Advisory and Pool Committees has discretionary powers to develop an OBMP for Chino Basin, pursuant to Paragraph 41 of the Judgment;

WHEREAS, in June of 2000, the Parties to the Judgment executed the Peace Agreement providing for the implementation of the OBMP and Watermaster adopted Resolution 00-05 whereby it agreed to act in accordance with the Peace Agreement;

WHEREAS, the Court ordered Watermaster to proceed in accordance with the Peace Agreement and the OBMP Implementation, Exhibit "B" thereto;

WHEREAS, Watermaster adopted and the Court approved Chino Basin Watermaster Rules and Regulations in June of 2001;

WHEREAS, the Peace Agreement, the OBMP Implementation Plan and the Chino Basin Watermaster Rules and Regulations reserved Watermaster's discretionary powers in accordance with Paragraph 41 of the Judgment, with the advice from the Advisory and Pool Committees, and contemplated further implementing actions by Watermaster;

WHEREAS, the Judgment requires that Watermaster in implementing the Physical Solution, and the OBMP have flexibility to consider and where appropriate make adjustments after taking into consideration technological, economic, social and institutional factors in maximizing the efficient use of the waters of the Basin.

WHEREAS, the Parties to the Judgment provided input into the creation of a "Stakeholder Non-Binding Term Sheet" that articulated methods to maximize beneficial use of the Basin ("Peace II measures") was distributed to and considered by each of the Pools, the Advisory Committee and the Watermaster Board and subsequently transmitted to the Court;

September 21, 2007

WHEREAS, Watermaster will continue to require that to the extent any of the Peace II Implementing Measures constitute "projects" within the meaning of the California Environmental Quality Act ("CEQA"), compliance with CEQA will be required as a pre-condition of Watermaster's issuance of any final, binding approvals; and

WHEREAS, the actions articulated in the "Stakeholder Non-Binding Term Sheet" and contemplated herein to maximize the beneficial use of the groundwater and the Basin benefit the Basin and the Parties to the Judgment.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND DETERMINED THAT:

1. Watermaster caused the completion of a preliminary engineering, hydrogeologic, and technical evaluation of the physical impacts to the Basin and to the Parties to the Judgment that may result from implementation of the Peace II measures. The preliminary evaluation was conducted by Mark Wildermuth of Wildermuth Environmental.

2. The Assistant to the Special Referee, Joe Scalmanini of Luhdorff & Scalmanini Consulting Engineers, transmitted his technical review in March of 2007 ("Report"). In relevant part, the Report states:

"For planning level analysis, the existing model is a useful and applicable tool to simulate approximate basin response to management actions that involve the quantities and distribution of pumping and recharge in the basin. For example, for the most notable of its applications to date, which has been to conduct a planning level analysis of intended future hydraulic control, the model can be confidently utilized to examine whether groundwater conditions (levels) will form in such a way that hydraulic control will be achieved as result of basin re-operation and, if not, what other changes in basin operation are logically needed to achieve it."
(Report at p. 37)

3. Watermaster caused the preparation of a specific project description set forth in Attachment "A" hereto for the purpose of conducting a more refined engineering, hydrogeologic and technical evaluation of the physical impacts to the Basin and to the Parties to the Judgment that may result from implementation of the Peace II measures.

4. Watermaster caused the completion of a macro socioeconomic analysis by Dr. David Sunding, a PhD in economics and professor at the University of California Berkeley set forth in Attachment "B" hereto. The macro analysis provided an evaluation of the macro costs and benefits to the parties as a whole that may be attributable to the Peace II measures.

5. Watermaster caused an update of the previously completed socioeconomic analysis conducted pursuant to the Judgment. The analysis was completed by Dr. Sunding, and it considered the positive and negative impacts of implementing the OBMP, the Peace Agreement, and the Peace II measures, including Watermaster assessments. The analysis also addressed the potential distribution of costs and benefits among the parties that were initiated

September 21, 2007

with the approval of the Peace Agreement. The study was completed in final draft form on September 13, 2007 and is set forth in Attachment "C" hereto. Each of the Parties to the Judgment has had the opportunity to comment on earlier drafts of the report and on the final draft of the report and to consider the analyses contained therein prior to Watermaster's approval of this Resolution 07-05.

9. Watermaster has caused the preparation of the 2007 Supplement to the Optimum Basin Management Program ("OBMP") addressing Watermaster's efforts to, among other things; pursue Hydraulic Control through Basin Re-Operation as set forth in Attachment "D" hereto.

10. Watermaster has prepared a summary of the cumulative total of groundwater production and desalting from all authorized Desalters and other activities authorized by the 2007 Supplement to the OBMP Implementation Plan as amended as provided in the Peace Agreement in a schedule that: (i) identifies the total quantity of groundwater that will be produced through the proposed Basin Re-Operation to obtain Hydraulic Control, and (ii) characterizes and accounts for all water that is projected to be produced by the Desalters for the initial Term of the Peace Agreement (by 2030) as dedicated water, New Yield, controlled overdraft pursuant to the Physical Solution or subject to Replenishment. This schedule is set forth in Attachment "E" hereto. Watermaster will modify its projections from time to time, as may be prudent under the circumstances.

11. More than fifteen months have passed since the Non-Binding Term Sheet was initially published by Watermaster in its current form and transmitted to the Court for its consideration and more than six months have passed following Watermaster's declaration that any party interested in participating in the development and construction of Future Desalters should identify their interest in making a proposal and no party has stepped forward and made a responsive proposal in lieu of the Western Municipal Water District proposal.

12. The Peace II measures collectively consist of:

(a) Watermaster's election to exercise its reserved discretion as provided in the Judgment, the Peace Agreement and the OBMP Implementation Plan, to amend the Watermaster Rules and Regulations as more fully set forth in Attachment "F" attached hereto and incorporated herein by this reference;

(b) Watermaster's execution and Court approval of the proposed Purchase and Sale Agreement with the Non-Agricultural (Overlying) Pool as more fully set forth in Attachment "G" attached hereto and incorporated herein by this reference;

(c) Watermaster's and the Court's approval of the proposed amendments to the Judgment as more fully set forth in Attachment "H", Attachment "I" and Attachment "J" attached hereto and incorporated herein by this reference;

(d) Watermaster's approval of and further agreement to act in accordance with the Peace II Agreement, including the provisions related to Future Desalters, as more fully set forth in Attachment "K" attached hereto, upon a further order of the

September 21, 2007

Court directing Watermaster to proceed in accordance with its terms;

(e) Watermaster's and the Court's approval of the 2007 Supplement to the OBMP Implementation Plan as they are more fully set forth in Attachment "D" attached hereto and incorporated herein by this reference; and

(f) Execution of the proposed Second Amendment to the Peace Agreement as more fully set forth in Attachment "L" attached hereto and incorporated herein by this reference, approval by Watermaster and a further order of the Court directing Watermaster to proceed in accordance with its terms.


13. The Overlying (Non-Agricultural), the Overlying (Agricultural) Pool, and the Appropriative Pool have approved the Peace II measures and recommended Watermaster's adoption of this Resolution 07-05

14. The Advisory Committee has approved the Peace II measures and recommended Watermaster's adoption of this Resolution 07-05.

15. In adopting this Resolution and by its agreement to implement the Peace II measures, Watermaster is not committing to carry out any project within the meaning of CEQA unless and until CEQA compliance has been demonstrated for any such project.

16. The Watermaster Board will transmit this Resolution 07-05, and the Peace II implementing measures, and the referenced Attachments to the Court along with other supporting materials and request the Court to approve the proposed Judgment Amendments and to further order that Watermaster proceed to further implement the 2007 Supplement to the OBMP as provided in the Peace II measures.

Date: 10-25-07



for CHINO BASIN WATERMASTER

Attachment A

September 21, 2007

Attachment "A"
Project Description
for the
2007 Amendment to the Chino Basin
Optimum Basin Management Program

Introduction

This document contains the project description for the Chino Basin desalting and re-operation programs that has been distilled from various planning investigations and was described in the Stakeholder Non-Binding Term Sheet. This document was prepared for use in: (a) Chino Basin Watermaster's evaluation of the potential actions to cause Material Physical Injury to the Basin or the Parties to the Judgment; (b) in connection with Watermaster's request for Court review and approval of proposed actions in further implementation of the Optimum Basin Management Program ("OBMP"); and (c) an environmental impact report to be prepared as part of the expansion of the desalters.

Requirements of the 2004 Amendment to the Water Quality Control Plan for the Santa Ana Watershed

Water quality objectives are established by the Regional Water Quality Control Board, Santa Ana Region ("Regional Board") to preserve the beneficial uses of the Chino Basin and the Orange County Basin located downstream of the Chino Basin. Prior to the 2004 Amendment, the Regional Water Quality Control Plan (Basin Plan) contained restrictions on the use of recycled water within the Chino Basin for irrigation and groundwater recharge. The pre-2004 Basin Plan contained TDS "anti-degradation" objectives that ranged from 220 to 330 mg/L over most of the Chino Basin. Ambient TDS concentrations slightly exceeded these objectives. There was no assimilative capacity for TDS; thus, the use of the Inland Empire Utilities Agency's ("IEUA") recycled water for irrigation and groundwater recharge would have required mitigation even though the impact of this reuse would not have materially impacted future TDS concentrations or impaired the beneficial uses of Chino Basin groundwater.

In 1995, the Regional Board initiated a collaborative study with 22 water supply and wastewater agencies, including Watermaster and the IEUA, to devise a new TDS and nitrogen (total inorganic nitrogen or TIN) control strategy for the Santa Ana Watershed. This study culminated in the Regional Board's adoption of the 2004 Basin Plan Amendment in January 2004 (Santa Ana Regional Water Quality Control Board, 2004). The 2004 Basin Plan Amendment included two sets of TDS objectives – antidegradation objectives that ranged between 280, 250 and 260 mg/L for Management Zones 1, 2, and 3, respectively; and a "maximum benefit"-based TDS objective of 420 mg/L for the Chino North Management Zone, which consists of almost all of Management Zones 1, 2, and 3. The relationship of the Management Zones that were developed for the OBMP and the "maximum benefit" based management zones is shown in Figure 1. Under the "maximum benefit"-based objective, the new TDS concentration limit for recycled water

September 21, 2007

that is to be used for recharge and other direct uses is 550 mg/L as a 12-month average. This discharge requirement has been incorporated into the IEUA's National Pollutant Discharge Elimination System (NPDES) permits for its wastewater treatment facilities.

In order for the IEUA and Watermaster to gain access to the assimilative capacity afforded by the "maximum benefit"-based objectives, the IEUA and Watermaster have to demonstrate that the maximum beneficial use of the waters of the State is being achieved. The 2004 Basin Plan Amendment contains a series of commitments that must be met in order to demonstrate that the maximum benefit is being achieved. These commitments include:

1. The implementation of a surface water monitoring program;
2. The implementation of groundwater monitoring programs;
3. The expansion of Desalter I to 10 million gallons per day (mgd) and the construction of a 10-mgd Desalter II
4. The commitment to future desalters pursuant to the OBMP and the Peace Agreement;
5. The completion of the recharge facilities included in the Chino Basin Facilities Improvement Program;
6. The management of recycled water quality;
7. The management of the volume-weighted TDS and nitrogen in artificial recharge to less than or equal to the maximum benefit objectives;
8. The achievement and maintenance of hydraulic control of subsurface outflows from the Chino Basin to protect the Santa Ana River water quality; and
9. The determination of the ambient TDS and nitrogen concentrations in the Chino Basin every three years.

The IEUA and Watermaster have previously demonstrated compliance with all of these requirements with the sole exception of hydraulic control. Hydraulic control is defined as the reduction of groundwater discharge from the Chino North Management Zone to the Santa Ana River to de minimus quantities. Hydraulic control ensures that the water management activities in the Chino North Management Zone do not result in material adverse impacts on the beneficial uses of the Santa Ana River downstream of Prado Dam. Achieving hydraulic control also maximizes the safe yield of the Chino Basin as required by Paragraph 30 and 41 of the Judgment. Two reports by Wildermuth Environmental, Inc. ("WEI"), prepared in 2006 at the direction of Watermaster, demonstrate that hydraulic control has not yet been achieved in the area between the Chino Hills and Chino Desalter I, well number 5 (WEI, 2006a and b).

Without hydraulic control, the IEUA and Watermaster will have to cease the use of recycled water in the Chino Basin and will have to mitigate the effects of using recycled water back to the adoption of the 2004 Basin Plan Amendment, which is December 2004. The demand for recycled water in the Chino Basin is projected to reach from about 12,500 acre-ft/yr in 2005 to 58,000 acre-ft/yr in 2010, 68,000 acre-ft/yr in 2015, 79,000 acre-ft/yr in 2020 and 89,000 acre-ft/yr in 2025. Recycled water reduces the demand of

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State Water Project ("SWP") water by an equal amount, thereby reducing the demand on the Sacramento Delta and reducing energy consumption. Recycled water is a critical element of the OBMP and water supply reliability in the Chino Basin area.

Failure to achieve hydraulic control could lead to restrictions from the Regional Board on the use of imported SWP water for replenishment when the TDS concentration in SWP water exceeds the antidegradation objectives. The Regional Board produced a draft order that would treat the recharge of SWP water as a waste discharge. There would be no assimilative capacity if the Chino Basin antidegradation objectives were in force. Figure 2 shows the percent of time that the TDS concentration at Devil Canyon is less than or equal to a specific value based on observed TDS concentrations at the Devil Canyon Afterbay. This restriction will occur about 35, 52, and 50 percent of the time for Management Zones 1, 2, and 3, respectively. This will affect other basins in the Santa Ana Watershed, and the Regional Board is encouraging all basin managers to propose "maximum benefit"-based objectives similar to those in Chino Basin. With the "maximum benefit"-based TDS objective in the Chino Basin, there is assimilative capacity, and there would be no such restriction on the recharge of imported water.

The Regional Board is using its discretion in granting "maximum benefit" objectives even though hydraulic control has not been demonstrated. The Regional Board will continue to use "maximum benefit"-based objectives in the Chino Basin as long as the IEUA and Watermaster continue to develop and implement, in a timely manner, the OBMP desalter program as described in the project description below.

The Stakeholder Non-Binding Term Sheet: Peace II Implementing Measures

Under Watermaster oversight, the Chino Basin OBMP stakeholders have been engaged in, among other things, complying with the Peace Agreement provision regarding the planning and financing of the expansion of the OBMP desalting program to its full planned capacity generally referred to as Future Desalters (See Peace Agreement Article VII.). The stakeholders have been evaluating various alternatives since early 2004 and produced the Stakeholders' Non-Binding Term Sheet that was transmitted to the Court along with a request by Watermaster for further technical review by the Assistant to the Special Referee in May of 2006. The Assistant's review was completed in March of 2007.

The Non-Binding Term Sheet includes several items that will collectively further implement the existing OBMP Implementation Plan (Peace II Measures). The two items of interest to this project description are: the expansion of the desalting program and "Basin Re-Operation," which are both physically described in Section II, Refined Basin Management Strategy, subsections A and B; and Section IV, Future Desalters.

The construction of a new desalter well field will be sized and located to achieve hydraulic control. The desalter will produce at least 9 mgd of product water. New groundwater production for the expanded desalter program will occur in the Southern end of the basin. Some of this new desalter supply will come from a new well field that will

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be constructed in a location among Desalter I wells 1 through 4 and west of these wells. These wells will be constructed to pump groundwater from the shallow part of the aquifer system, which is defined herein to be the saturated zone that occurs within about 300 feet of the ground surface. The total groundwater pumping for all of the desalters authorized in the term sheet will be about 40,000 acre-ft/yr.

“Re-operation” means the increase in controlled overdraft, as defined in the Judgment, from 200,000 acre-ft over the period of 1978 through 2017 to 600,000 acre-ft through 2030 with the 400,000 acre-ft increase allocated specifically to the meet the replenishment obligation of the desalters. Re-operation is required to achieve hydraulic control. Re-Operation and Watermaster’s apportionment of controlled overdraft will not be suspended in the event Hydraulic Control is secured in any year *before* the full 400,000 acre-feet has been produced so long as: (i) Watermaster has prepared, adopted and the Court has approved a contingency plan that establishes conditions and protective measures to avoid Material Physical Injury and that equitably addresses this contingency, and (ii) Watermaster continues to demonstrate credible material progress toward obtaining sufficient capacity to recharge sufficient quantities of water to cause the Basin to return to a new equilibrium at the conclusion of the Re-Operation period. In addition to contributing to the achievement of hydraulic control, Re-operation will contribute to the creation of new yield. Watermaster has the discretion to apportion the 400,000 acre-feet increase in controlled overdraft under a schedule for re-operation that best meets the needs of the Parties and the conditions of the basin over the Initial Term of the Peace Agreement (before June 30, 2030).

The Project Description

The proposed project has two main features: the expansion of the desalter program such that the groundwater pumping for the desalters will reach about 40,000 acre-ft and that the pumping will occur in amounts and at locations that contribute to the achievement of hydraulic control; and the strategic reduction in groundwater storage (re-operation) that, along with the expanded desalter program, significantly achieves hydraulic control.

The Expanded Desalting Program. A new well field, referred to as the Chino Creek Well Field (CCWF), will be constructed. The capacity of this well field could range from about 5,000 acre-ft/yr to 7,700 acre-ft/yr. The capacity of the CCWF will be determined during the design of the well field. Groundwater produced at the CCWF will be conveyed to Desalter I. The approximate location of the CCWF is shown in Figure 3. The capacity of Desalter I will not be increased; although, it is likely that the treatment systems at Desalter I will be modified to accommodate the chemistry of the raw water pumped from the CCWF. The product water capacity of Desalter I is about 14,200 acre-ft/yr which corresponds to a raw water pumping requirement of about 16,100 acre-ft/yr. The volume of groundwater pumping at existing Desalter I wells 13, 14, and 15 and conveyed to Desalter I will be reduced to accommodate new pumping at the CCWF.

The treatment capacity of Desalter II will be increased from 10,400 acre-ft/yr to about 21,000 acre-ft/yr, which corresponds to the raw water pumping requirement of 11,800

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acre-ft/yr expanding to 23,900 acre-ft/yr. The increase in groundwater pumping for Desalter II will come in part from greater utilization of the existing Desalter II wells and the addition of new wells to the Desalter II well field from either the construction of new wells and/or connecting Desalter I wells 13, 14, and 15.

The new product water developed at Desalter II would be conveyed to the Jurupa Community Services District ("JCSD"), the City of Ontario, and/or Western Municipal Water District ("WMWD") through existing and new pipelines. The facilities required to convey this water include pipelines, pump stations, and reservoirs. The precise locations of these facilities are unknown at this time.

The most current working description of these facilities is contained a report that was prepared for the City of Ontario and WMWD, entitled Chino Desalter Phase 3 Alternatives Evaluation (Carollo, 2007). Currently (September 2007), the City of Ontario and the WMWD are working with the JCSD and others to refine the alternatives in the Carollo report. The assumed startup for the expanded desalters is January 2013.

Finally, 40,000 acre-ft/yr of groundwater is expected to be produced by all Existing and Future Desalters. The parties that are engaged in developing the desalter expansion are planning for a total of 40,000 acre-ft/yr of desalter groundwater pumping. Watermaster, on behalf of the Parties, will review the desalter pumping requirements to achieve hydraulic control during the project evaluation in the summer and fall of 2007.

Re-Operation. Through re-operation and pursuant to a Judgment Amendment, Watermaster will engage in controlled overdraft and use up to a maximum of 400,000 acre-ft to off-set Desalter replenishment through 2030. After the 400,000 acre-ft is exhausted and the period of Re-Operation is complete, Watermaster will recalculate the safe yield of the basin. The Re-Operation will have no impact on Operating Safe Yield or on the parties' respective rights thereto. For project evaluation purposes, the Re-Operation and controlled overdraft of 400,000 will be examined under two different schedules that bracket the range in expected schedules. The first schedule will be based on allocating the 400,000 acre-ft at a constant percentage of desalter pumping such that the 400,000 acre-ft is used up in a constant proportion of the desalter pumping through 2030. The second schedule will use the controlled overdraft to off-set desalter the applicable replenishment obligation completely each year until the 400,000 acre-ft is completely exhausted.

The New Yield as defined by the Peace Agreement, attributable to the authorized desalters and the reduction in storage from re-operation, will be assigned to the authorized desalters. The resulting replenishment obligation assigned to the authorized desalters will then be handled as any other replenishment obligation pursuant to the Judgment. The New Yield is expected to come from a reduction in groundwater discharge from the Chino Basin to the Santa Ana River within the reservoir created by Prado Dam and from new induced recharge of the Santa Ana River upstream of Prado Dam.

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Other Important Facility and Operational Plans that Will Occur Concurrently with the Proposed Project

Expansion of Artificial Recharge Capacity. Watermaster and the IEUA will need to expand artificial recharge capacity in the Chino Basin to meet future replenishment obligations. This will occur independently from the proposed project. Current supplemental water recharge capacity is about 91,000 acre-ft/yr. The required recharge capacity to meet future replenishment obligations is about 150,000 acre-ft, a capacity expansion of about 59,000 acre-ft/yr. This expansion will occur through construction of new spreading basins, improvements to existing spreading basins and stormwater retention facilities, aquifer storage and recovery wells. The proposed project will be analyzed without recharge expansion projects.

Expansion of Storage and Recovery Programs. Currently, there is only one groundwater storage program approved in the Chino Basin: the 100,000 acre-ft Dry Year Yield Program with the Metropolitan Water District of Southern California (Metropolitan). Metropolitan, the IEUA, and Watermaster are considering expanding this program an additional 50,000 acre-ft to 150,000 acre-ft over the next few years. Watermaster is also considering an additional 150,000 acre-ft in programs with non-party water agencies. The total volume of groundwater storage allocated to storage programs that could overlay the proposed project is about 300,000 acre-ft.

These storage programs, if not sensitive to the needs of hydraulic control, could cause groundwater discharge to the Santa Ana River and result in non-compliance with hydraulic control and a loss in safe yield. There have been no planning investigations that articulate how the expansion from the existing 100,000 acre-ft program to the future 300,000 acre-ft set of programs will occur and thus this expansion is not included herein

References

Santa Ana Regional Water Quality Control Board, 2004, Resolution No R8-2004-0001, <http://www.waterboards.ca.gov/santaana/pdf/04-01.pdf>

Stakeholder Non-Binding Term Sheet, in the form transmitted to the Court, 2006

Wildermuth Environmental, Inc., 2006a. Draft Report, Analysis of Future Replenishment and Desalter Plans Pursuant to the Peace Agreement and Peace II Process, April 2006; prepared for the Chino Basin Watermaster.

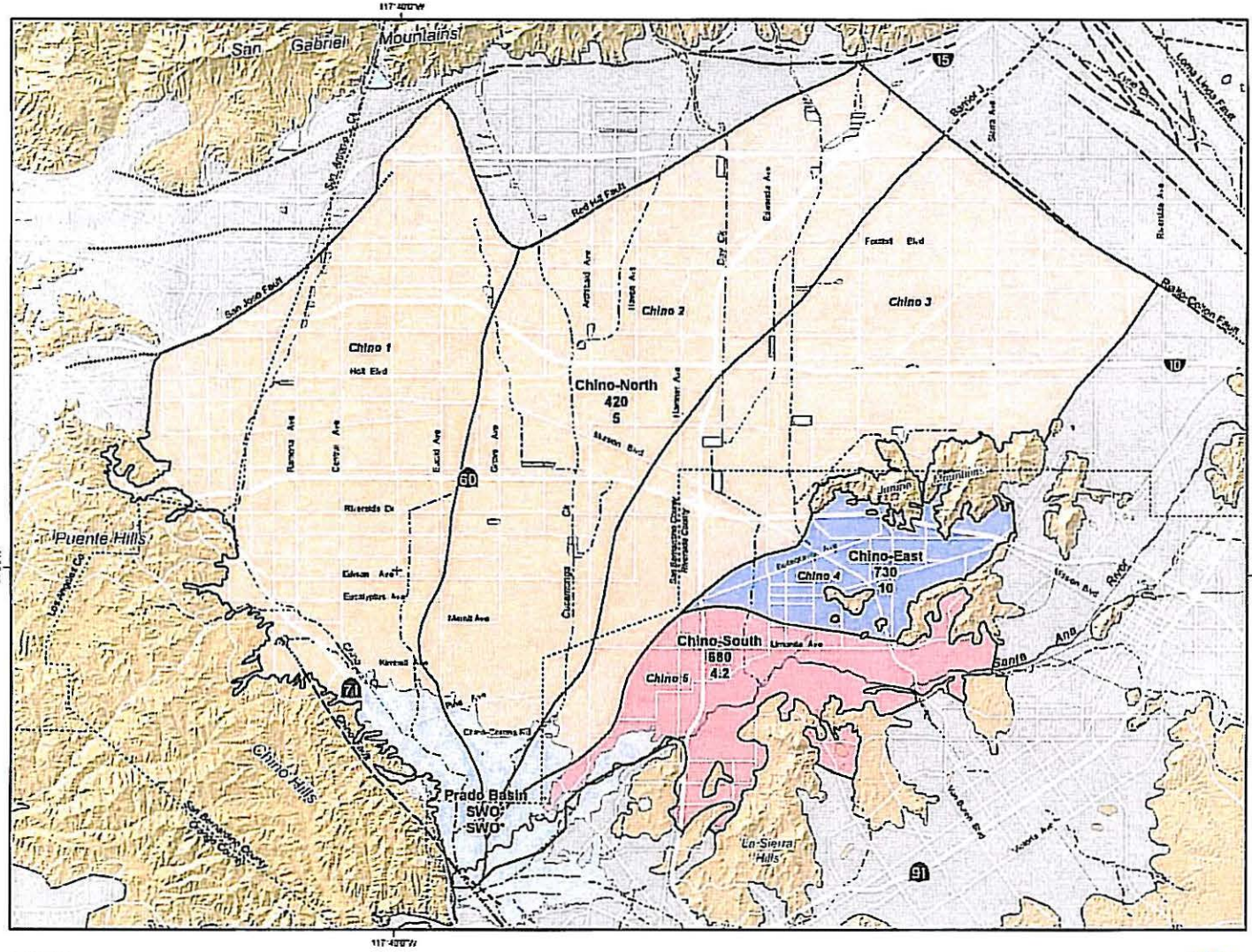
Wildermuth Environmental, Inc., 2006b. Chino Basin Maximum Benefit Monitoring Program Annual Report, April 2006; prepared for the Chino Basin Watermaster and Inland Empire Utilities Agency.

Wildermuth Environmental, Inc., 2006c. Draft Report, Addendum to the Draft April 2006 Report, Analysis of Future Replenishment and Desalter Plans Pursuant to the Peace

September 21, 2007

Agreement and Peace II Process, December 2006; prepared for the Chino Basin Watermaster.

Carollo Engineers, 2007. Chino Desalter Phase 3 Alternatives Evaluation, May 2007; Prepared for the City of Ontario and the Western Municipal Water District.

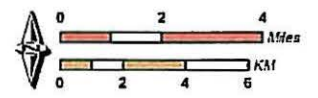


- Management Zone Labeling Key**
- Chino-North Management Zone Name
 - 293 TDS Maximum Benefit Objective
 - 4.9 Nitrate Maximum Benefit Objective
 - *SOW = Surface Water Objective
 - OBMP Management Zone Boundary
- Other Features**
- Rivers, Creeks, and Flood Control Channels
 - Flood Control & Conservation Basins
- Geology**
- Unconsolidated Water-Bearing Sediments
 - Consolidated Bedrock
- Faults**
- Location Certain
 - Location Approximate
 - Location Concealed
 - Location Uncertain



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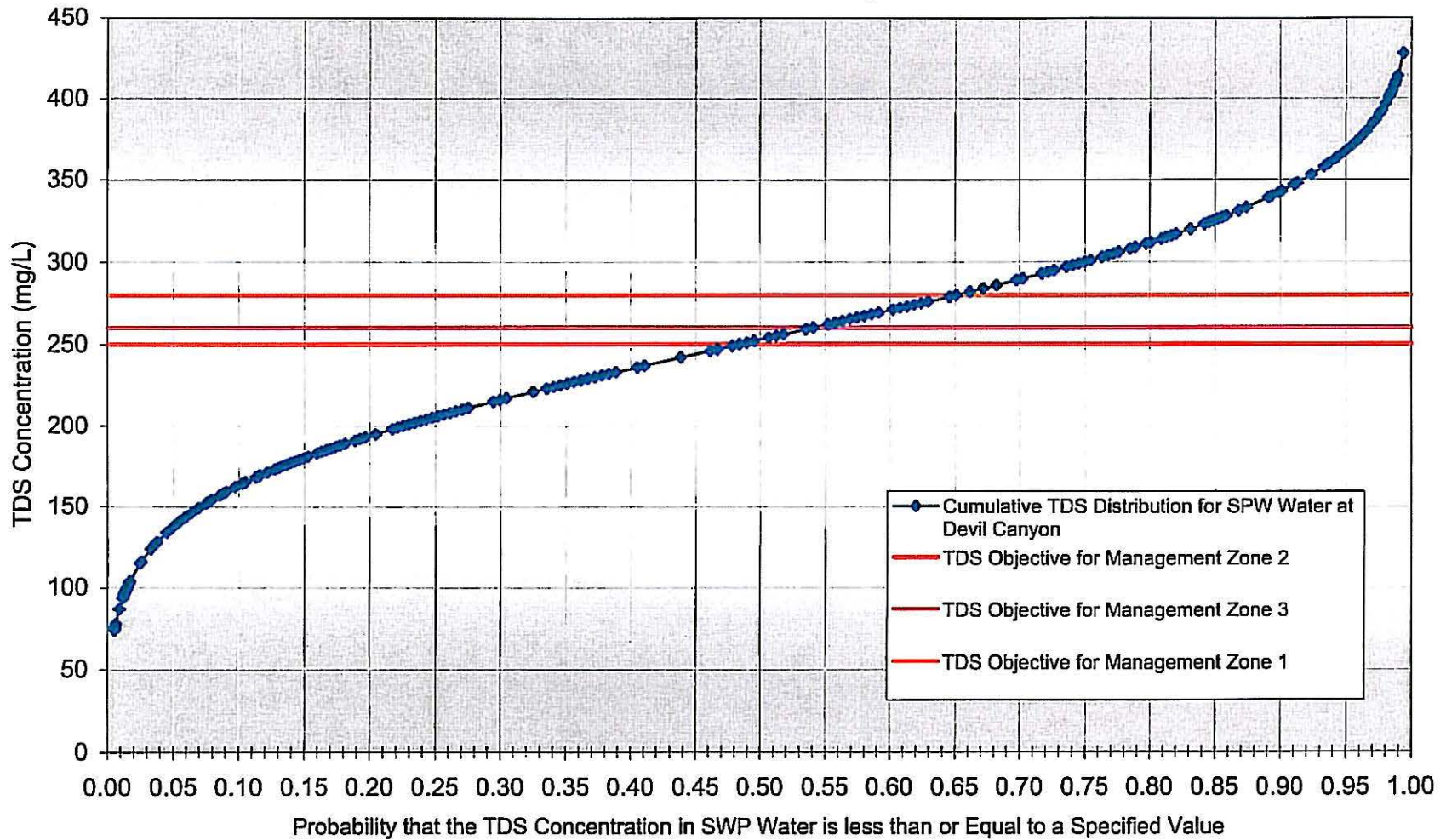



 Chino Basin Optimum Basin Management Program
 Peace II Amendment (2007)

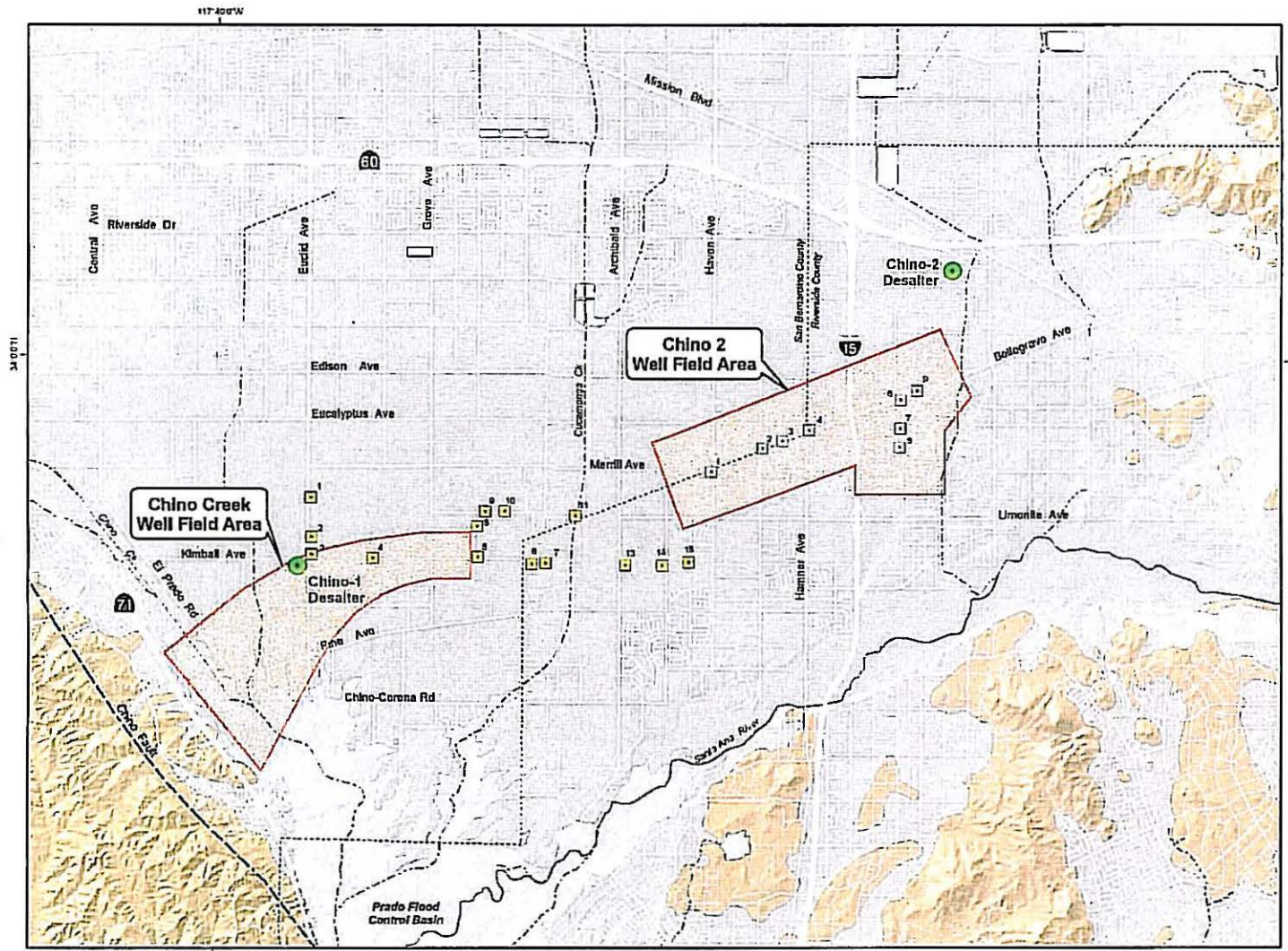
Comparison of OBMP Management Zones and RWQCB Basin Plan Management Zones

Figure 1

Figure 2
Historical TDS Concentration in State Water Project Water at Devil Canyon



20070701Figure 2 Devils_TDS.xls – Figure 2 Project Description

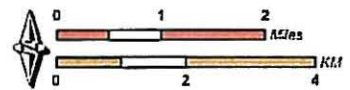


- Main Features**
- Chino-1 Desalter Well (Existing)
 - Chino-2 Desalter Well (Existing)
 - Desalter Facility
- Geology**
- Unconsolidated Water-Bearing Sediments
 - Consolidated Bedrock
- Faults**
- Location Certain
 - Location Approximate
 - Location Concealed
 - Location Uncertain



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Chino Basin Optimum Basin Management Program
 Phase II Amendment (2007)

**Existing Desalter Wells,
 Proposed Chino Creek Well Field,
 and Chino 2 Expansion Well Field**

Figure 3

Attachment B

Analysis of Aggregate Costs and Benefits of Hydraulic Control, Basin Re-Operation and Desalter Elements of Non-Binding Term Sheet

Prof. David Sunding
UC Berkeley

November 29, 2006

Summary

The report measures the economic costs and benefits of achieving hydraulic control through re-operation of the Chino Basin. Various scenarios are considered in the analysis, with scenarios chosen to reflect uncertainty regarding future values of water, the time path of annual overdrafts selected to dewater the basin, and the use of the resulting induced inflow from the Santa Ana River. As shown in Table 1, depending on the scenario chosen, the net benefits of achieving hydraulic control through basin re-operation range between \$283.1 million and \$438.8 million in 2006 dollars.

1. Introduction

Hydraulic control refers to the elimination or reduction to negligible quantities of discharge from the Chino North Management Zone to the Santa Ana River. Basin re-operation is defined as the increase in controlled overdraft as defined in the Judgment from 200,000 acre-feet over the period 1978 through 2017, to 600,000 acre-feet through 2030 with the 400,000 acre-feet allocated specifically to meet the replenishment obligation of the desalters.

2. Framework

The model of groundwater value used in this report is standard in the academic literature.¹ The net benefits in each period resulting from access to a groundwater resource are the gains from pumping (i.e., the demand for water) minus the costs of extraction in the current period and a "user cost" term that reflects the change in future consumption possibilities resulting from current choices. The stream of annual net benefits is then discounted back to current dollars using a discount factor predicated on the rate of interest.

¹ Brozovic, N., D. Sunding and D. Zilberman, "Optimal Management of Groundwater Over Space and Time." *Frontiers in Water Resource Economics*. D. Berga and R. Goetz, eds. New York: Springer-Verlag, 2005; Gisser, M., and Sanchez, D.A. "Competition versus Optimal Control in Groundwater Pumping." *Water Resources Research* (1980): 638-642; Brown, G., Jr., and Deacon, R. "Economic Optimization of a Single-Cell Aquifer." *Water Resources Research* (1975): 557-564.

The interest rate used in the analysis is 5.5%. This rate corresponds to the current risk-free long-term rate of interest, a relevant rate for public agencies with good credit. The discount factor for a payment occurring in some future period t is then $(1.055)^{-t} \approx e^{-0.055t}$.

Let y_t denote groundwater produced during period t , and x_t equal the stock of groundwater at beginning of period t . The value of the groundwater resource is then

$$Value = \sum_{t=0}^{\infty} (1+r)^{-t} [B(y_t) - C(x_t, y_t)],$$

where $B(y_t)$ denotes the benefits from groundwater production in period t , and $C(x_t, y_t)$ is the cost of extraction and recharge. In an economic optimization model, the problem is to find the time path of production and stock that maximizes the present value of access to the aquifer, subject to physical constraints such as the equation of motion $x_{t+1} = x_t + g(x_t, y_t) - y_t$ (where $g(x_t, y_t)$ denotes natural and artificial recharge) and regulatory constraints such as water quality objectives and requirements to operate the basin in a steady-state condition.

Viewed this way, basin re-operation and its alternatives can be modeled as different evolutions of production, stock and recharge. The net benefit of a particular basin re-operation strategy versus a baseline that maintains the current stock of groundwater is the difference of present value resulting from a particular choice of these policy variables.

The study period extends indefinitely into the future, but the period between the present and 2030 is modeled in more detail. This feature results from the fact that the Peace Agreement lasts until 2030, and more detailed environmental and water use modeling is available to this date. As described below, terminal values are assigned to key parameters from 2031 on, and at this point the groundwater system in the Chino Basin is assumed to enter into a steady state, with no expected change in production, groundwater elevation or recharge amounts.

Table 2 displays the assumptions made about groundwater production from the Chino Basin. All figures in the table are common to all scenarios considered, and thus these assumptions are not the basis for differences in value between scenarios. The table shows groundwater production increasing steadily throughout the study period. Desalter production is also increasing throughout the study period. Operating yield is set at 145,000 acre-feet through 2017, at which point it declines to 140,000 acre-feet annually. Finally, new stormwater recharge is assumed to be 12,000 acre-feet annually.

It is necessary to describe a scenario without basin re-operation in order to calculate the net benefits, if any, from this type of strategy. Table 3 displays the physical consequences of such an alternative. If the basin is not de-watered, then hydraulic control will not be achieved, and there will be water quality costs as a result. One such consequence is that relatively high-quality water must be used for recharge. In particular, the Basin would lose the ability to use relatively inexpensive recycled water for replenishment purposes

and would be forced to use water purchased from MWD instead.² Thus, Table 3 shows that the entire replenishment obligation for both normal and desalter production is met through the purchase of replenishment water from MWD.

In the event that hydraulic control is achieved, there are two types of benefits to the Chino Basin as a whole. The first benefit relates to water quality. As discussed above, if hydraulic control is achieved, then recycled water can be used for 30% of the total Basin replenishment obligation, up to an assumed capacity of 30,000 acre-feet annually.³ The second benefit is that lowering the groundwater elevation in the Basin induces an inflow of water from the Santa Ana River. Specifically, forgiving a reduction in the stock of groundwater in the Basin results in an average of 9,900 acre-feet annually until the 400,000 acre-feet of depletion credits are exhausted, and then 12,500 acre-feet annually thereafter. This natural recharge is new yield in the Basin; as discussed below, it can be used either for reducing the desalter replenishment obligation or as an asset in its own right.

3. Scenarios

The valuation model is implemented under a variety of assumptions about how re-operation will occur, how the Santa Ana River inflows are treated, and the level of future water prices. This section describes the construction of alternative scenarios.

Implementation of Basin Re-Operation

The basic principle of basin re-operation is that it is a means of achieving hydraulic control by increasing cumulative overdraft by 400,000 acre-feet through 2030. Overdraft is to be achieved by forgiving the replenishment obligation of the desalters by some annual amount over a defined period of time. This general principle is silent about *how* the total quantity of forgiveness of desalter replenishment is to be allocated over time.

This analysis considers two possible implementation scenarios. The first scenario, termed the straightline alternative, envisions an annual overdraft of 20,346 acre-feet occurring until 2030, at which time the annual overdraft would fall to zero and the system is assumed to enter into a new steady-state from 2031 onward. The second scenario, called the most rapid depletion path alternative, sets the annual overdraft to eliminate the desalter replenishment obligation for as long as possible.

Tables 4 and 7 display annual overdraft amounts under these two alternatives for implementing basin re-operation. As described, the straightline alternative entails constant annual overdraft quantities, resetting to zero from 2031 onwards. The most rapid

² Alternatively, recycled water would have to be desalted prior to recharge. Costs are not available at this time for this option.

³ Assumptions provided by Watermaster staff. If hydraulic control is achieved, it may be possible to increase this limit. In this case, the benefits resulting from basin re-operation would increase.

depletion path reaches a maximum annual overdraft of 30,289 acre-feet before dropping to zero in 2020.

Allocation of Induced Santa Ana River Inflow

A second dimension along which the scenarios vary is with regard to the allocation of Santa Ana River inflows induced by the reduction of the groundwater stock. A total of 12,500 acre-feet of new yield is assumed to result from the dewatering, and the scenarios differ in terms of the use of this new yield. One scenario allocates all Santa Ana River inflows from re-operation to reducing the desalter replenishment obligation. An alternative scenario treats these inflows as a resource to be used for any purpose; consequently, desalter replenishment obligations are higher under this assumption.

Tables 5 and 6 relate to the straightline depletion case and show replenishment obligations and sources under the two Santa Ana River inflow allocation alternatives. In Table 5, new yield is allocated to desalter replenishment, and the desalter replenishment obligation is negligible in the near term and reaches a maximum of 9,943 acre-feet during the study period. In Table 6, by contrast, total replenishment obligations are higher since the new yield can be used for any chosen purpose.

Tables 8 and 9 show replenishment obligations under the most rapid depletion path scenario. Results are similar as in the straightline depletion scenario, with the exception that desalter replenishment is forestalled until 2025 if new yield is allocated to this purpose.

Future Water Prices

Given the important role of relative prices in the economic analysis, and given uncertainties regarding the evolution of water values in Southern California, the analysis considers two alternative scenarios regarding future water prices. These scenarios are taken from MWD and are commonly referred to as the high rate and low rate scenarios. MWD scenarios cover Tier 1 and Tier 2 water, as well as replenishment water. The high rate scenario has the Tier 2 rate growing at an annual rate of 3.11% for the next five years, and then by 4.50% from 2011 to 2030. The replenishment rate grows at 6.94% through 2011, and then at 4.50% to 2030. In the low rate scenario, the Tier 2 rate grows by 2.28% annually for the next five years, and then by 3.00% from 2011 to 2030. The replenishment rate is assumed to grow by 4.79% through 2011, and by 3.00% thereafter.

The current price of recycled water for replenishment is assumed to be \$69 per acre-foot.⁴ In the high rate scenario, this price was assumed to grow at the same rate of inflation as

⁴ One public comment received after the July 26, 2006 presentation stated that the actual price paid for recycled water should be used in the analysis. While this price is not yet known, it is likely to exceed \$69 per acre-foot. Note, however, that this study considers the aggregate costs and benefits of elements of the non-binding term sheet. Thus, changes in the price of recycled water have distributional as opposed to efficiency effects, that is, they change the relative level of benefits enjoyed by the parties in the Chino Basin rather than affecting the total level of benefits.

the Tier 2 and MWD replenishment prices: 4.50%. Similarly, the recycled water price grows by 3.00% annually in the low rate scenario.

4. Other Effects of Basin Re-Operation

An additional benefit of hydraulic control is a reduction in storage losses. Measuring the value of reduced storage losses is conditioned on several factors that are not fully known at present. Of course, the ex post performance of any groundwater storage program depends on the sequence of puts and takes, which depend in turn on the sequence of wet and dry years. Based on conversations with Watermaster staff, the groundwater storage program is assumed to be 400,000 acre-feet over the study period, but may range from 300,000 to 500,000 acre-feet.⁵ Calculations provided by Wildermuth Environmental detail the relationship between average storage over the life of the MWD Dry Year Yield program and associated losses at 0.66 and 2 percent. Table 12 summarizes cumulative losses through 2028, together with present values calculated using the high and low rate scenarios for MWD replenishment rates as described above.

Assuming 2 percent loss and a 400,000 acre-foot storage program, the present value of reduced storage losses is \$24.9 million in 2006 dollars in the high rate scenario and \$20.4 million in the low rate scenario. These calculations are performed ex ante, and the actual magnitude of reduced storage losses will depend on factors including the size of the storage program, the percentage storage loss, the timing of puts and takes, and the actual replenishment rates charged by MWD. For the purpose of aggregating reduced storage loss benefits with other benefits and costs of basin re-operation, we will assume a 400,000 acre-foot storage program for both the high and low rate scenarios with storage losses equal to half of the amounts in Table 12 (recall that storage losses could range from 0 to 2 percent). The corresponding values of reduced storage losses are \$12.4 million and \$10.2 million for the high and low rate scenarios, respectively.

Achieving hydraulic control through basin re-operation will also result in higher pumping costs since forgiveness of the desalter replenishment operation is intended to lower the groundwater elevation in certain regions. The information needed to calculate the present value of increased pumping costs includes the quantity-weighted average change in lift in the Basin resulting from re-operation, the energy requirement per unit lift and energy costs per kilowatt-hour. Wildermuth Environmental provided the weighted average changes in groundwater elevation. The price of electricity is assumed to be \$0.14/kwh, and the pumping efficiency is taken to be 75 percent. The California Energy Commission forecasts that commercial and agricultural electricity rates charged by investor-owner utilities operating in California will decline slightly in nominal terms until 2013, when

⁵ The Peace Agreement provides that there is Target Storage of 500,000 acre-feet *in excess* of then existing storage, whereas this report only considers the Safe Harbor quantity of 500,000 acre-feet of storage in total. In some sense, there is a tradeoff between the decision to pursue max-benefit and the feasibility of obtaining the higher amount of storage. It should also be noted, however, that the basin is at the limit of shift capacity for export, and expansion of recharge to achieve greater storage is costly. Further, the PEIR only considered an additional 250,000 acre-feet of storage.

their forecast terminates.⁶ This analysis assumes that nominal electricity prices are constant.

Combining this information, increased pump lift costs have a present value of \$14.9 million in the straightline depletion scenario. In the rapid pulldown scenario, re-operation has a larger impact on the present value of energy costs since the groundwater elevation is reduced to the same level but at an earlier date. Increased energy costs have a present value of \$19.4 million in this scenario. Both calculations include increased energy costs in the new basin steady state achieved after 2030.

5. Results

Table 1 summarizes the results of the economic analysis. The figures in the table are the net benefits resulting from access to the Chino Basin aquifer under the alternative management and price scenarios described in the previous section. In all cases, basin re-operation results in aggregate net benefits. However, there are significant differences in net benefits depending on the realization of future water prices and the use of Santa Ana River inflows induced by reducing the stock of groundwater. The rapidity with which basin re-operation is implemented matters less.

When Santa Ana River inflow is allocated to desalter replenishment and overdraft occurs in constant annual amounts to 2030, basin re-operation results in gains of between \$283.1 and \$391.4 million in present value terms, depending on the growth of water prices and how the replenishment credit is used over time. These gains result from the ability to use recycled water for a fraction of recharge if hydraulic control is achieved, the value of new yield, and the value of the forgiven desalter replenishment.⁷

Since new yield is reliable, in any case more reliable than a supply of replenishment water, allocating it to desalter replenishment would seem to be inefficient. The Tier 2 rate is well above the price of replenishment water, which is a weighted average of the MWD replenishment rate and the price of recycled water. When Santa Ana River inflows are decoupled from replenishment obligations, the gains from straightline basin re-operation are between \$341.9 and \$438.8 million.

There is a small increase in the net benefits of basin re-operation when the most rapid overdraft strategy is implemented. Several factors explain this result. First, in the most rapid depletion scenario, the 30,000 acre-foot constraint on annual recycling recharge binds more frequently. Accordingly, less recycled water is recharged over the study

⁶ http://www.energy.ca.gov/electricity/rates_iou_vs_muni_nominal/medium_commercial.html;
http://www.energy.ca.gov/electricity/rates_iou_vs_muni_nominal/agricultural.html

⁷ Another potential source of loss is the option value of the water taken from the groundwater stock. That is, water used to avoid desalter replenishment is water that is not available in the event of a major disruption in surface water supplies to the region. Given the difficulty of describing and quantifying these future states of nature, option values have not been calculated. However, conversations with Watermaster staff indicate that dewatering will not result in any meaningful loss of operational flexibility since the percentage depletion of the aquifer envisioned through re-operation is relatively small.

period under this scenario. Second, while the most rapid depletion strategy delays replenishment, it also hastens the date at which a large replenishment obligation occurs once the desalter replenishment forgiveness of 400,000 acre-feet is exhausted.⁸ Given the relatively low real discount rate used in this study (i.e., the nominal discount rate minus the rate of growth of water prices), it is not surprising that dynamic factors such as this do not have a large effect on net benefits.

⁸ This study has not considered the capital and operating costs of expanding recharge capacity. Allocating Santa Ana River inflows to desalter replenishment delays the date at which capacity is exceeded, as does the most rapid depletion strategy.

Table 1: Net Benefits of Hydraulic Control, Basin Re-Operation and Desalter Production

(Figures in millions of 2006 dollars)

Gain Over Baseline: SAR Inflow Allocated to Desalter Replenishment

	<i>High Rate</i>	<i>Low Rate</i>
<i>Straightline</i>	388.6	283.1
<i>Most Rapid</i>	391.4	288.4

Gain Over Baseline: SAR Inflow Unallocated

	<i>High Rate</i>	<i>Low Rate</i>
<i>Straightline</i>	436.2	341.9
<i>Most Rapid</i>	438.8	347.7

Source: Calculated.

Table 2: Production, Operating Yield and Stormwater Recharge

<i>Year</i>	<i>Total Production</i>	<i>Chino Desalter Production</i>	<i>Operating Yield</i>	<i>New Stormwater Recharge</i>
2006	223,505	30,019	145,000	12,000
2007	230,566	31,923	145,000	12,000
2008	237,634	33,827	145,000	12,000
2009	244,702	35,731	145,000	12,000
2010	251,874	37,748	145,000	12,000
2011	251,768	38,980	145,000	12,000
2012	251,661	40,212	145,000	12,000
2013	251,551	41,445	145,000	12,000
2014	251,557	42,789	145,000	12,000
2015	250,216	42,789	145,000	12,000
2016	250,427	42,789	145,000	12,000
2017	250,640	42,789	145,000	12,000
2018	250,851	42,789	140,000	12,000
2019	251,060	42,789	140,000	12,000
2020	251,270	42,789	140,000	12,000
2021	254,049	42,789	140,000	12,000
2022	256,827	42,789	140,000	12,000
2023	259,605	42,789	140,000	12,000
2024	262,384	42,789	140,000	12,000
2025	265,163	42,789	140,000	12,000
2026	266,133	42,789	140,000	12,000
2027	267,104	42,789	140,000	12,000
2028	268,074	42,789	140,000	12,000
2029	269,044	42,789	140,000	12,000
2030	270,014	42,789	140,000	12,000

Source: Wildermuth Environmental.

Table 3: Replenishment Obligations and Sources – No Basin Re-Operation

<i>Year</i>	<i>Normal Production Replenishment Obligation</i>	<i>Chino Desalter Replenishment Obligation</i>	<i>MWD Replenishment</i>	<i>Recycling Replenishment</i>
2006	36,487	30,019	66,505	0
2007	41,643	31,923	73,566	0
2008	46,806	33,827	80,634	0
2009	51,970	35,731	87,702	0
2010	57,126	37,748	94,874	0
2011	55,788	38,980	94,768	0
2012	54,448	40,212	94,661	0
2013	53,107	41,445	94,551	0
2014	51,768	42,789	94,557	0
2015	50,427	42,789	93,216	0
2016	50,638	42,789	93,427	0
2017	50,851	42,789	93,640	0
2018	56,062	42,789	98,851	0
2019	56,271	42,789	99,060	0
2020	56,482	42,789	99,270	0
2021	59,260	42,789	102,049	0
2022	62,038	42,789	104,827	0
2023	64,816	42,789	107,605	0
2024	67,595	42,789	110,384	0
2025	70,374	42,789	113,163	0
2026	71,344	42,789	114,133	0
2027	72,315	42,789	115,104	0
2028	73,285	42,789	116,074	0
2029	74,255	42,789	117,044	0
2030	75,225	42,789	118,014	0

Source: Calculated.

Normal Production Replenishment Obligation = Total Production – Desalter Production
– Operating Yield – New Stormwater Recharge

Desalter Replenishment Obligation = Desalter Production

Table 4: Overdraft and SAR Inflow – Straightline Depletion Scenario

<i>Year</i>	<i>Annual Overdraft</i>	<i>Cumulative Overdraft</i>	<i>SAR Inflow</i>
2006	16,000	16,000	9,900
2007	16,000	32,000	9,900
2008	16,000	48,000	9,900
2009	16,000	64,000	9,900
2010	16,000	80,000	9,900
2011	16,000	96,000	9,900
2012	16,000	112,000	9,900
2013	16,000	128,000	9,900
2014	16,000	144,000	9,900
2015	16,000	160,000	9,900
2016	16,000	176,000	9,900
2017	16,000	192,000	9,900
2018	16,000	208,000	9,900
2019	16,000	224,000	9,900
2020	16,000	240,000	9,900
2021	16,000	256,000	9,900
2022	16,000	272,000	9,900
2023	16,000	288,000	9,900
2024	16,000	304,000	9,900
2025	16,000	320,000	9,900
2026	16,000	336,000	9,900
2027	16,000	352,000	9,900
2028	16,000	368,000	9,900
2029	16,000	384,000	9,900
2030	16,000	400,000	9,900

Sources: Annual and Cumulative Overdraft: Assumed; SAR Inflow, Wildermuth Environmental.

Table 5: Replenishment Obligations and Sources – Straightline Depletion Scenario with SAR Inflow Allocated to Desalter Replenishment

<i>Year</i>	<i>Normal Production Replenishment Obligation</i>	<i>Chino Desalter Replenishment Obligation</i>	<i>MWD Replenishment</i>	<i>Recycling Replenishment</i>
2006	36,487	4,119	28,424	12,182
2007	41,643	6,023	33,366	14,300
2008	46,806	7,927	38,314	16,420
2009	51,970	9,831	43,261	18,541
2010	57,126	11,848	48,282	20,692
2011	55,788	13,080	48,208	20,660
2012	54,448	14,312	48,133	20,628
2013	53,107	15,545	48,056	20,595
2014	51,768	16,889	48,060	20,597
2015	50,427	16,889	47,121	20,195
2016	50,638	16,889	47,269	20,258
2017	50,851	16,889	47,418	20,322
2018	56,062	16,889	51,065	21,885
2019	56,271	16,889	51,212	21,948
2020	56,482	16,889	51,359	22,011
2021	59,260	16,889	53,304	22,845
2022	62,038	16,889	55,249	23,678
2023	64,816	16,889	57,194	24,512
2024	67,595	16,889	59,139	25,345
2025	70,374	16,889	61,084	26,179
2026	71,344	16,889	61,763	26,470
2027	72,315	16,889	62,443	26,761
2028	73,285	16,889	63,121	27,052
2029	74,255	16,889	63,801	27,343
2030	75,225	16,889	64,480	27,634

Source: Calculated.

Normal Production Replenishment Obligation = Total Production – Desalter Production – Operating Yield – New Stormwater Recharge

Desalter Replenishment Obligation = Desalter Production – Annual Overdraft – SAR Inflow

Recycling Replenishment = min[0.3*(Normal Production Replenishment Obligation + Desalter Replenishment Obligation), 30,000]

MWD Replenishment = Normal Production Replenishment Obligation + Desalter Replenishment Obligation - Recycling Replenishment

Table 6: Replenishment Obligations and Sources – Straightline Depletion Scenario with SAR Inflow Unlocated

<i>Year</i>	<i>Total Replenishment Obligation</i>	<i>MWD Replenishment</i>	<i>Recycling Replenishment</i>
2006	50,505	35,354	15,152
2007	57,566	40,296	17,270
2008	64,634	45,244	19,390
2009	71,702	50,191	21,511
2010	78,874	55,212	23,662
2011	78,768	55,138	23,630
2012	78,661	55,063	23,598
2013	78,551	54,986	23,565
2014	78,557	54,990	23,567
2015	77,216	54,051	23,165
2016	77,427	54,199	23,228
2017	77,640	54,348	23,292
2018	82,851	57,995	24,855
2019	83,060	58,142	24,918
2020	83,270	58,289	24,981
2021	86,049	60,234	25,815
2022	88,827	62,179	26,648
2023	91,605	64,124	27,482
2024	94,384	66,069	28,315
2025	97,163	68,014	29,149
2026	98,133	68,693	29,440
2027	99,104	69,373	29,731
2028	100,074	70,074	30,000
2029	101,044	71,044	30,000
2030	102,014	72,014	30,000

Source: Calculated.

Total Replenishment Obligation = Total Production – Operating Yield – Annual Overdraft – New Stormwater Recharge

Recycling Replenishment = min[0.3*Total Replenishment Obligation, 30,000]

MWD Replenishment = Total Replenishment Obligation - Recycling Replenishment

Table 7: Overdraft and SAR Inflow – Most Rapid Depletion Scenario

<i>Year</i>	<i>Annual Overdraft</i>	<i>Cumulative Overdraft</i>	<i>SAR Inflow</i>
2006	20,119	20,119	9,900
2007	22,023	42,141	9,900
2008	23,927	66,069	9,900
2009	25,831	91,900	9,900
2010	27,848	119,748	9,900
2011	29,080	148,828	9,900
2012	30,312	179,141	9,900
2013	31,545	210,685	9,900
2014	32,889	243,574	9,900
2015	32,889	276,463	9,900
2016	32,889	309,352	9,900
2017	32,889	342,241	9,900
2018	32,889	375,130	9,900
2019	24,870	400,000	9,900
2020	0	400,000	12,500
2021	0	400,000	12,500
2022	0	400,000	12,500
2023	0	400,000	12,500
2024	0	400,000	12,500
2025	0	400,000	12,500
2026	0	400,000	12,500
2027	0	400,000	12,500
2028	0	400,000	12,500
2029	0	400,000	12,500
2030	0	400,000	12,500

Sources: Annual and Cumulative Overdraft: Assumed; SAR Inflow: Wildermuth Environmental.

Table 8: Replenishment Obligations and Sources – Most Rapid Depletion Scenario with SAR Inflow Allocated to Desalter Replenishment

<i>Year</i>	<i>Normal Production Replenishment Obligation</i>	<i>Chino Desalter Replenishment Obligation</i>	<i>MWD Replenishment</i>	<i>Recycling Replenishment</i>
2006	36,487	0	25,541	10,946
2007	41,643	0	29,150	12,493
2008	46,806	0	32,764	14,042
2009	51,970	0	36,379	15,591
2010	57,126	0	39,988	17,138
2011	55,788	0	39,051	16,736
2012	54,448	0	38,114	16,335
2013	53,107	0	37,175	15,932
2014	51,768	0	36,238	15,530
2015	50,427	0	35,299	15,128
2016	50,638	0	35,447	15,191
2017	50,851	0	35,596	15,255
2018	56,062	0	39,243	16,819
2019	56,271	8,019	45,003	19,287
2020	56,482	30,289	60,739	26,031
2021	59,260	30,289	62,684	26,865
2022	62,038	30,289	64,629	27,698
2023	64,816	30,289	66,574	28,532
2024	67,595	30,289	68,519	29,365
2025	70,374	30,289	70,663	30,000
2026	71,344	30,289	71,633	30,000
2027	72,315	30,289	72,604	30,000
2028	73,285	30,289	73,574	30,000
2029	74,255	30,289	74,544	30,000
2030	75,225	30,289	75,514	30,000

Source: Calculated.

Normal Production Replenishment Obligation = Total Production – Desalter Production – Operating Yield – New Stormwater Recharge

Desalter Replenishment Obligation = Desalter Production – Annual Overdraft – SAR Inflow

Recycling Replenishment = min[0.3*(Normal Production Replenishment Obligation + Desalter Replenishment Obligation), 30,000]

MWD Replenishment = Normal Production Replenishment Obligation + Desalter Replenishment Obligation - Recycling Replenishment

Table 9: Replenishment Obligations and Sources – Most Rapid Depletion Scenario with SAR Inflow Unallocated

<i>Year</i>	<i>Total Replenishment Obligation</i>	<i>MWD Replenishment</i>	<i>Recycling Replenishment</i>
2006	46,387	32,471	13,916
2007	51,543	36,080	15,463
2008	56,706	39,694	17,012
2009	61,870	43,309	18,561
2010	67,026	46,918	20,108
2011	65,688	45,981	19,706
2012	64,348	45,044	19,305
2013	63,007	44,105	18,902
2014	61,668	43,168	18,500
2015	60,327	42,229	18,098
2016	60,538	42,377	18,161
2017	60,751	42,526	18,225
2018	65,962	46,173	19,789
2019	74,190	51,933	22,257
2020	99,270	69,489	29,781
2021	102,049	72,049	30,000
2022	104,827	74,827	30,000
2023	107,605	77,605	30,000
2024	110,384	80,384	30,000
2025	113,163	83,163	30,000
2026	114,133	84,133	30,000
2027	115,104	85,104	30,000
2028	116,074	86,074	30,000
2029	117,044	87,044	30,000
2030	118,014	88,014	30,000

Source: Calculated.

Total Replenishment Obligation = Total Production – Operating Yield – Annual Overdraft – New Stormwater Recharge

Recycling Replenishment = min[0.3*Total Replenishment Obligation, 30,000]

MWD Replenishment = Total Replenishment Obligation - Recycling Replenishment

Table 10: Prices – High Price Scenario

<i>Year</i>	<i>Tier 2 Price</i>	<i>Replenishment Price</i>	<i>Recycling Price</i>
2006	427	238	69
2007	427	238	72
2008	459	275	75
2009	473	297	79
2010	486	314	82
2011	497	331	86
2012	519	346	90
2013	543	361	94
2014	567	378	98
2015	593	395	103
2016	619	412	107
2017	647	431	112
2018	676	450	117
2019	707	471	122
2020	739	492	128
2021	772	514	134
2022	807	537	140
2023	843	561	146
2024	881	587	152
2025	920	613	159
2026	962	641	166
2027	1,005	669	174
2028	1,050	700	182
2029	1,098	731	190
2030	1,147	764	198

Source: Metropolitan Water District of Southern California.

Table 11: Prices – Low Price Scenario

<i>Year</i>	<i>Tier 2 Price</i>	<i>Replenishment Price</i>	<i>Recycling Price</i>
2006	427	238	69
2007	427	238	71
2008	450	261	73
2009	457	268	75
2010	463	282	78
2011	477	300	80
2012	491	309	82
2013	506	318	85
2014	521	328	87
2015	537	338	90
2016	553	348	93
2017	570	358	96
2018	587	369	98
2019	604	380	101
2020	622	391	104
2021	641	403	107
2022	660	415	111
2023	680	428	114
2024	700	441	117
2025	722	454	121
2026	743	467	125
2027	765	481	128
2028	788	496	132
2029	812	511	136
2030	836	526	140

Source: Metropolitan Water District of Southern California.

Table 12: Expected Value of Reduced Storage Losses

Program Size	<i>Losses</i>	<i>Present Value - High Rate</i>	<i>Present Value - Low Rate</i>
300,000	80,175	18,647,350	15,290,827
400,000	106,900	24,863,133	20,387,769
500,000	133,626	31,079,149	25,484,903

Source: Wildermuth Environmental.

Attachment C

**Report on the Distribution of Benefits to Basin Agencies from the Major Program
Elements Encompassed by the Peace Agreement and Non-Binding Term Sheet**

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October 17, 2007

1. Introduction and Summary of Findings

This report measures the costs and benefits to various Chino Basin agencies of the program elements encompassed by the Peace I and Peace II Agreements. Both agreements are considered relative to a baseline state of the world existing after the Judgment but prior to the Peace Agreement. The analysis examines net returns to the ten largest agencies that hold groundwater rights in the Basin over the time period 2007 to 2030. Together, these agencies account for over 91 percent of Basin safe operating yield.

Overall, the study shows that the two agreements produce substantial net benefits to Chino Basin agencies – over \$904 million in present value terms. The provisions of the Peace II Agreement are especially valuable, as they account for \$723 million (80 percent) of the total net benefit to the Basin agencies studied. Through the attainment of hydraulic control, the program elements in Peace II Agreement include the introduction of large quantities of recycled water in the Basin, which lessens the need to procure other supplies to meet growing demand for water. With respect to the distribution of net benefits across agencies, shown in the summary tables below, the main outcome is that all agencies benefit from the agreements, although the magnitude of the net benefit varies considerably among agencies.

	Total Net Benefit (1000s of 2007\$)		
	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Peace I</i>	<i>Peace II vs. Baseline</i>
City of Chino	\$20,294	\$75,671	\$95,966
City of Chino Hills	\$12,217	\$61,320	\$73,537
City of Ontario	\$42,547	\$189,724	\$232,271
City of Upland	\$9,442	\$34,644	\$44,086
Cucamonga Valley Water District	\$60,667	\$217,462	\$278,128
Fontana Union Water Co.	\$4,839	\$25,429	\$30,268
Monte Vista Water District	\$7,025	\$33,455	\$40,480
San Antonio Water Company	\$1,141	\$5,995	\$7,136
Jurupa CSD	\$15,772	\$19,482	\$35,254
City of Pomona	\$8,189	\$59,348	\$67,537
Total	\$182,133	\$722,530	\$904,663

	Net Benefit per Acre-Foot (2007\$)		
	<i>Peace I vs.</i>	<i>Peace II vs.</i>	<i>Peace II vs.</i>
	<i>Baseline</i>	<i>Peace I</i>	<i>Baseline</i>
City of Chino	\$31.30	\$116.70	\$148.00
City of Chino Hills	\$20.60	\$103.38	\$123.98
City of Ontario	\$24.20	\$107.91	\$132.11
City of Upland	\$17.46	\$64.07	\$81.54
Cucamonga Valley Water District	\$32.92	\$118.01	\$150.93
Monte Vista Water District	\$20.13	\$95.88	\$116.01
Jurupa CSD	\$17.86	\$22.06	\$39.92
City of Pomona	\$11.10	\$80.47	\$91.58
Overall Average	\$19.84	\$78.69	\$98.53

In terms of total net benefit, two agencies, City of Ontario and Cucamonga Valley Water District, receive over half of all the net benefits resulting from the agreements. An important reason these agencies receive a large share of the net benefit from the agreements is due to their relative size: the two agencies combined account for approximately half of the consumer demand for Basin water.¹ Controlling for agency size on the basis of demand for Basin water, the net benefit resulting from the combined program elements in the Peace I and Peace II Agreements shows considerably less variation. The table above indicates that 7 of the 8 agencies with positive demand for Basin water receiving benefits ranging from \$82 to \$151 per acre-foot.²

2. Conceptual Framework

The model of groundwater value used in this report is standard in the academic literature and builds on the methodology used in the earlier aggregate study of Basin net benefits. The net benefits resulting from access to a groundwater resource are the gains from pumping (the demand for water) less the cost of extraction and conveyance, and a user cost component, which reflects the lost option value entailed by removing a unit of water from storage. The stream of annual net benefits is discounted back to current dollars using a discount factor predicated on the rate of interest, which is taken to be the current risk-free long-term rate of interest and is set at 4.5 percent per year.

Allocation of aggregate costs and benefits to individual agencies in the Basin is accomplished by a complex set of legal rules (e.g., shares of operating yield), cost-sharing arrangements that fund programs for Basin improvements through collective institutions, and market forces. The goal of this study is to measure net benefits to individual agencies under three scenarios: (i) a baseline case defined by the Judgment; (ii) a set of rules to operate the Basin and fund programs through collections as defined by the Peace Agreement; and (iii) an alternative set of rules that are

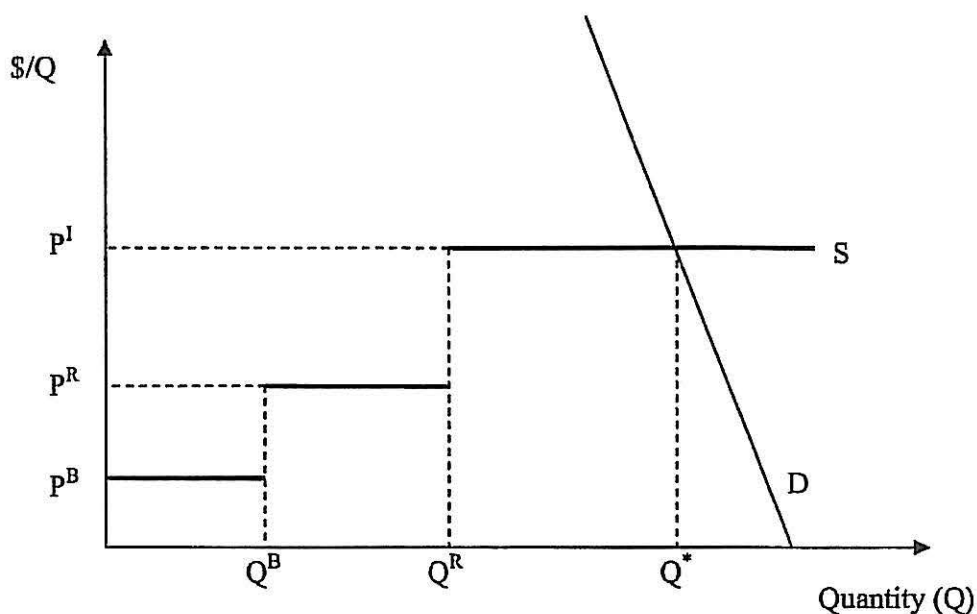
¹ Consumer demand for Basin water, which is met through some combination of Basin supply and water imports, is calculated for each agency as Urban Water Demand less available surface water and other groundwater supplies. Over the 2007-2030 period of study, the City of Ontario and Cucamonga Valley Water District are projected to meet consumer demand of 3.4 million acre-feet out of 6.9 million acre-feet (49 percent) of total consumer demand for Basin water.

² Fontana Union Water Company and San Antonio Water Company are not included in these calculations, because the available surface water and other groundwater supplies for these agencies exceed their Urban Water Demand.

designed to achieve hydraulic control and are defined in Peace II Agreement (as represented in the Non-Binding Term Sheet dated May 23, 2006).

To understand the allocation of benefits among individual agencies in the appropriative pool most clearly, consider for the moment the case in which the appropriative pool comprises 100 percent of the Basin water. Figure 1 depicts the aggregate supply (S) and demand (D) schedules for this Basin. Aggregate demand is total water demand in the Basin, and the supply curve is a step function, ordered from the least expensive uses of water to the most expensive uses of water.³ Many of the effects modeled in this study amount to changes in agencies' cost of meeting water demand. An arrangement or cost-sharing rule that reduces an agency's cost of service provides a net benefit to that agency and its ratepayers.

Figure 1. Conceptual Model: Aggregate Demand and Supply



The first step of the supply curve, which represents the least expensive water source, is groundwater pumped directly from the Basin. The extent of groundwater pumping in the Basin is limited by the steady-state (“safe”) yield, which is represented in the figure by quantity Q^B . The cost per unit of Basin water is denoted by the (implicit) price P^B , which includes lift costs, conveyance costs, and user cost. The second step of the supply curve represents replenishment water. After the safe yield of the Basin is exhausted, additional groundwater pumping can occur provided that replenishment water is purchased to recharge the Basin. The effective capacity of the Basin is the sum of Basin safe yield and Basin recharge capacity, denoted by the quantity Q^R in the figure. (The recharge capacity of the Basin is given by the difference $Q^R - Q^B$.)

³ In practice, the water supply function has multiple steps, with each step representing the various pumping and conveyance costs of a sequence of wells, and, for this reason, aggregate supply conditions are often approximated by an upwards-sloping, continuous supply function; however, the essential points of the model can be made more clearly by grouping water costs into common categories represented by each of the three steps.

Replenishment water is supplied to the Basin through replenishment water imports at the MWD replenishment rate, which is denoted in the figure by P^R . The third step in the supply function, the most-expensive source of water, is imported water for direct (consumptive) use. Imported water for direct use is available to agencies in the Basin at a price denoted by P^I , which reflects the cost of procuring new water supplies from outside the Basin. The cost of developing reliable sources of water outside the Basin may differ across agencies in practice according to the options available to each agency in developing outside water sources. The outside option for each agency in the present study, unless stated otherwise, is taken to have a cost equal to the Tier 2 MWD rate for untreated water.

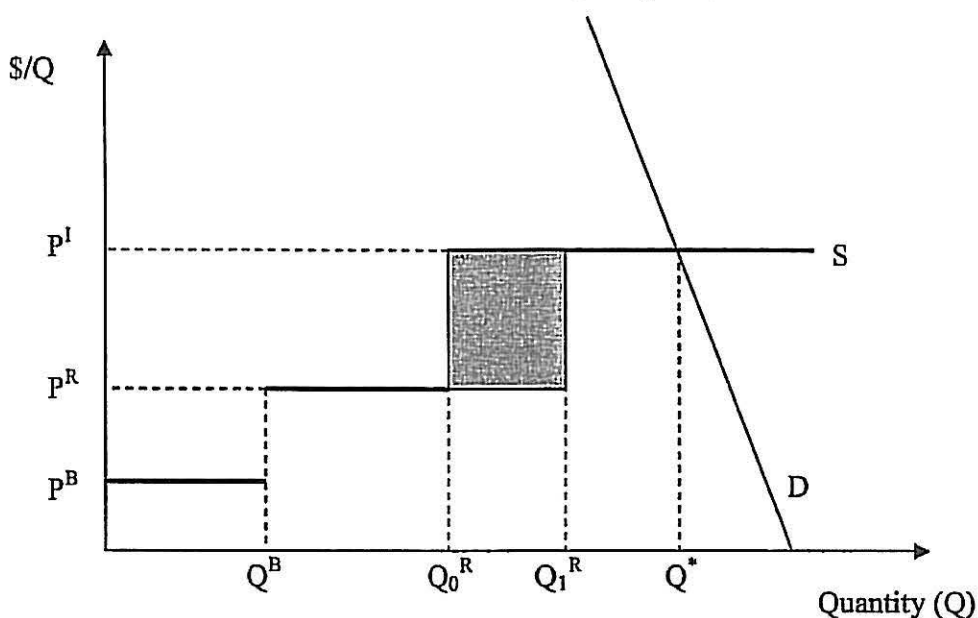
The equilibrium quantity of water consumed is given by the intersection of supply and demand, which occurs at the quantity Q^* and the price P^I . The key to characterizing the distribution of benefits from policies that increase the effective yield from the Basin, either by expanding Basin safe yield or by augmenting Basin recharge capacity, is the understanding that economic values, as captured by prices, are realized on the margin of water use where supply intersects with demand (the third step in the figure). Gains from management of the Basin are created by replacing units of water at the third and most-expensive step of the supply function with less expensive sources of water. Because individual supplies are added together to get aggregate supply, the distribution of market benefits to individual agencies in response to Basin improvements depends on the composition of water use by each agency across each of the steps of supply, in effect where each agency is "located" on the supply schedule. In general, agencies who meet their urban water demand to a greater degree with marginal units of water (i.e., imported water for direct use) acquire a larger share of the benefits from Basin improvements than agencies that are less represented on this "extensive margin" of supply.⁴

Consider a policy that increases the recharge capacity of the Basin. In general, such an effort has two effects that, taken together, can alter the net benefits received by water agencies: (i) increasing the Basin recharge capacity involves a fixed cost component that must be allocated among agencies according to some cooperative, cost-sharing rule; and (ii) increasing the Basin recharge capacity allows for greater use of replenishment water that can displace expensive Tier 2 water on the margin. The distribution of net benefits in the Basin is altered in cases where the market allocation of benefits from the increased use of replenishment water differs from the allocation of cost among individual agencies.

Figure 2 shows the gain from an increase in recharge capacity in the Basin. The increase in recharge capacity increases the effective yield in the Basin, which is depicted in the figure by the movement from Q_0^R to Q_1^R . The increased recharge capacity allows Basin agencies to incur additional replenishment obligations that displace $Q_1^R - Q_0^R$ units of imported water for direct use. The total producer benefit resulting from the increase in recharge capacity is represented by the shaded region in the figure, which sums the difference between the Tier 2 rate and replenishment rate for each additional unit of water that can be replenished.

⁴ Generally, users disproportionately represented on the margin of supply represent agencies that incurred large increases in urban water demand subsequent to the assignment of safe operating yield and were forced to meet the increase in demand with relatively expensive sources of imported water.

Figure 2. Benefit of an Increase in Basin Recharge Capacity

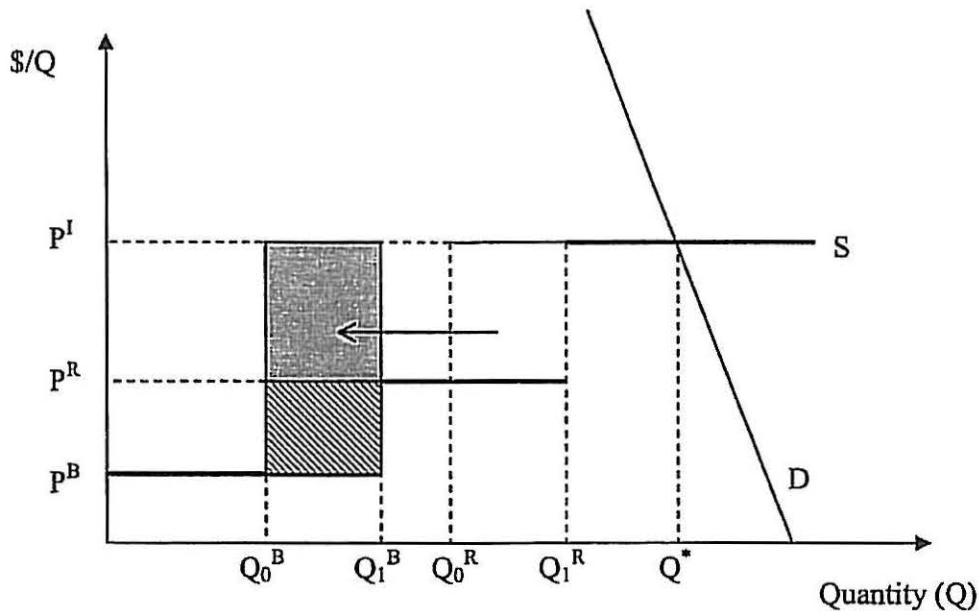


Among individual agencies in the Basin, the benefit of an increase in recharge capacity is distributed exclusively to agencies on the extensive margin of water supply. For this reason, the market return from an increase in recharge capacity can be distributed equally across agencies only in the case where the agencies have equal shares of the third step of water supply in the Basin. To illustrate this point, consider an agency that faces sufficiently small water demand relative to its share of Basin production rights that its urban water demand can be met each year entirely through the use of Basin safe yield. Such an agency would require the use of neither imported replenishment water nor imported water for direct use to meet its urban water demand, and would stand to receive no market benefit from participating in a cooperative policy designed to increase Basin recharge capacity. To the extent that cooperative assessments levied to recoup the cost of increasing Basin recharge capacity are based on relative share of operating yield, as opposed to being levied in proportion to the initial share of imported water deliveries for direct use across agencies, policies that increase Basin recharge capacity alter the distribution of net benefits.

Next, consider the benefit associated with an increase in Basin safe yield. Figure 3 shows the effect of an increase in Basin safe yield from Q_0^B to Q_1^B units. The increase in Basin safe yield extends the lowest step of the supply function and displaces $Q_1^B - Q_0^B$ units of replenishment water purchases. The value of the displaced replenishment water (net of the cost of Basin water) is shown by the cross-hatched region in the figure. The increase in Basin safe yield, in turn, increases the effective yield in the Basin (the sum of Basin yield and recharge capacity) from Q_0^R to Q_1^R , which is represented in the figure by a rightward shift in the replenishment step of supply. The increase in Basin safe yield therefore also displaces $Q_1^R - Q_0^R = Q_1^B - Q_0^B$ units of imported water on the extensive margin of supply, which provides an additional gain represented by the shaded region of the figure. The total market benefit to all agencies is represented by the sum of these two regions. The value of an increase in Basin safe yield is the difference between

the price of imported water for direct use and the procurement cost of Basin groundwater for each unit of additional water made available to Basin agencies.

Figure 3. Benefit of an Increase in Basin Safe Yield



The economic value of an increase in safe yield conveys upward into market benefit across both steps of supply. For this reason, policies which lead an increase in Basin safe yield are not only more valuable to agencies in the Basin than an increase in recharge capacity, but the benefits are also distributed more equally. As in the case of an increase in replenishment capacity, the ultimate repository of market value for a one-unit increase in safe yield is a unit of displaced water on the extensive margin of supply; however, this displacement now occurs with Basin safe yield rather than through the use of imported replenishment water. To see how the market benefits of a policy that increases Basin safe yield are distributed to individual agencies, consider again an agency that meets its urban water demand each year entirely through the use of Basin safe yield without the need for replenishment water or imported water for direct use. Unlike the case of an increase in replenishment capacity, the increase in Basin safe yield provides each agency with physical water assets (e.g., according to its share of Basin safe yield) that can be sold to other agencies in the transfer market. The gain to this agency following the increase in Basin safe yield depends on the price it receives in the transfer market, for instance if the transfer price is equal to the replenishment rate (P^R) then the agency acquires a share of the benefits in the cross-hatched region of the figure in proportion to its share of Basin safe yield. The remaining benefit of each unit of water provided as the share of safe yield to this agency is acquired by the water purchaser in the transfer market.

In sum, agencies that initially meet their urban water demand with a relatively large share of imported water for direct use receive the largest share of the market benefit from a policy that increases Basin safe yield. These agencies receive the full market value ($P^I - P^B$) for each unit of water displaced through their allocated share of the increase in Basin safe yield. To the extent

that agencies with an initially large share of imported water purchases for direct use participate in the transfer market, these agencies also acquire the difference between the Tier 2 water price and the transfer price for each unit of water purchased from agencies that are under-represented on the extensive margin of supply. If the transfer price of water is taken to be equal to the replenishment rate (P^R), then the market benefit represented by the shaded region of Figure 3 is divided among agencies according to their relative share of production on the extensive margin of supply, while the market benefit represented by the cross-hatched region of Figure 3 is divided among agencies according to their relative share of Basin safe yield.⁵ Policies that expand Basin safe yield lead to redistributive effects on the net benefits received by individual agencies whenever the allocation of costs in the cooperative arrangement differ from this distribution of benefits provided in the market.

The above framework for calculating the distribution of net benefits from various program elements is applied to the Chino Basin as follows. First, the water yield in the Basin is calibrated to the relevant quantity supplied by the appropriative pool by netting out production by the overlying rights-holders from the Basin safe yield. This is essentially the distinction made in practice between “safe yield” and “safe operating yield” in the Basin. As it pertains to the calculation of net benefits to agencies with appropriative rights, policies that increase the Basin yield (as in Figure 3) now refer both to policies that directly increase Basin safe yield as well as to policies that redistribute the existing safe yield from overlying right-holders to members of the appropriative pool, for instance through net agricultural transfer.

Second, as defined by the framework above, net benefits are calculated for individual agencies according to calculations on the avoided cost of Tier 2 water purchases provided by program elements in the Peace I and Peace II agreements, respectively, relative to the baseline scenario.⁶ Considering the change in cost from the introduction of new program elements suppresses the need to explicitly calculate components of cost that are common to the baseline, Peace I, and Peace II scenarios.

Third, the analysis abstracts from seasonal and annual cycles in water availability by considering expected values where possible. Seasonal cycles are smoothed in all scenarios by using annual data on demand and supply conditions facing agencies. Annual cycles are smoothed in all scenarios by treating each year as an average weather occurrence represented by the expectation that each 10-year future horizon in the model is comprised of 7 “wet” years, in which replenishment water is available to agencies in the Basin, and 3 “dry” years, in which replenishment water is not available.⁷ Each year in the model thus has the interpretation of representing production decisions that are 30 percent dry and 70 percent wet. By smoothing annual production outcomes into an expected value framework, this implies that a replenishment

⁵ This argument does not rely on the water transfer price being equal to the replenishment rate and applies to any water transfer pricing rule that divides the gains from exchange (defined here by the value $P^1 - P^B$).

⁶ An alternative scenario is also considered that denominates the avoided cost of imported water for direct use at the Tier 1 rate, which provides a bracketing condition on the range of outside options available to individual agencies for procuring reliable new sources of water at rates between the Tier 1 and Tier 2 MWD prices.

⁷ The expected sequence of wet and dry years is based on the assumption that underlies program element 2 of the OBMP that “replenishment water is available 7 out of 10 years.” (Implementation Plan: Optimal Basin Management Plan for the Chino Basin, p13: http://www.cbwm.org/docs/legaldocs/Implementation_Plan.pdf.)

water step exists in the supply function in each year of the study, but that the length of the step is treated as 70 percent of the recharge capacity in the Basin.

Fourth, the net benefit of policies that increase the safe operating yield of the appropriative pool is distributed among individual agencies, in part, through water exchanges between agencies in the transfer market. Water transfers are specified to exchange units of water between agencies that are not adequately represented on the extensive margin of supply to agencies which are more highly represented on this margin. Specifically, the water price in the transfer market is fixed at the prevailing MWD replenishment rate in each period to divide these rents from exchange.

Finally, the net benefit returned to each agency under Peace I and Peace II rules relative to the baseline scenario is computed by coupling the market distribution of benefits, as outlined by the framework here, with the distribution of cost implied by the rules encompassed by each agreement. These rules are defined in the following description of scenarios.

3. Common Components

Several components common to all scenarios frame the overall analysis.

3.1. Agencies Considered

Because of the detailed calculations required to divide the net benefit created by each scenario among individual agencies in the study, the study encompasses only the ten largest water-holding agencies in the Basin (the cities of Chino, Chino Hills, Ontario, Pomona, and Upland, Fontana Union Water Company, Monte Vista Water District, Cucamonga Valley Water District, Jurupa Community Services District, and San Antonio Water Company). These ten agencies account for 91.2 percent of the Basin-wide safe operating yield.

3.2. Smoothing Across Hydrologic Years

Because production is smoothed across years, the patterns of local storage and local supplemental storage are also smoothed for each agency. This abstracts from the actual series of puts and takes that rely on temporal adjustments in water storage by accounting for the expected local storage need of individual agencies. (Recall that each year is a representative hydrologic year characterized by expected conditions that are 70 percent wet and 30 percent dry.) A single local storage account is constructed for each agency that combines local storage with local supplemental storage in all scenarios, and the local storage balance of each agency is adjusted each year to reflect the fact that replenishment water is available to meet replenishment obligations only 70 percent of the time.

For this reason, the annual amount held in storage for each agency is $3/7$ ($3/7 = 10/7 - 1$) of the annual excess demand for water that cannot be met by the agency through the allocation of contemporaneous supply. The expected arrival time of a dry year in which replenishment water is not available is given by the mean of a Poisson process ($\mu = 10/3$), and the average holding time for a unit of water held in storage is half the expected arrival time of a dry year, which implies that the average annual amount of water held in local storage is $5/7$ ($5/7 = 3/7 * 10/3 * 1/2$) of the annual excess demand for each agency that cannot be met through the allocation of contemporaneous water supply. In each year, the local storage account is reconciled with the storage balance in the previous year by adding the increment in local storage to the excess

demand for water for each agency. Local storage levels increase smoothly over time in the model for most agencies due to the projected increases in urban water demand.

3.3. *Water Prices*

Annual water prices and the discount factor that converts annual values into present value are common across all scenarios. The market rates used in 2007 are the current water rates listed by MWD (\$427/AF for Tier 2 water, \$238/AF for replenishment water), and a \$13 surcharge is added to the replenishment rate to reflect the \$251/AF charge currently paid by each agency for replenishment water procured through Watermaster. The price of water transactions in the transfer market is taken in each period to be the price of replenishment water.⁸ The MWD rate forecast through 2012 is taken as the mean of the high- and low-rate forecasts provided by MWD over this horizon. Recycled water rates through 2011 are taken from IEUA projections provided in the 2007 IEUA Long-Run Plan of Finance, with a 25 percent non-member surcharge included for recycled water deliveries outside the IEUA service area (Jurupa Community Services District and the City of Pomona). The price of desalter water for urban supply is taken to be the price cap specified in section 7.6d of the Peace Agreement, which is \$375 in 2007. All water rates outside the range of published forecasts are assumed to increase at a rate of 4.5 percent per year. The discount factor is also taken to be 4.5 percent.

3.4. *Demand*

Demand for Basin water for each agency is identical across all three scenarios. Agency-level demand for Basin water is calculated from data provided in the relevant 2005 Urban Water Management Plans (UWMP) by taking the projected demand (gross of conservation) compiled by each agency and converting this into a residual (Basin) demand component by netting out available supplies of surface water and other groundwater sources available to each agency.⁹ In the case of Pomona, residual demand for Basin water is taken to be net of Puente and Spadra Basin recycled water, which implicitly assumes that this water would be available to Pomona irrespective of whether hydraulic control is attained in Chino Basin. Residual Basin water demand is linearized for each agency to recover values in the intervening years between the 5-year intervals reported in each UWMP. Residual demand for Fontana Union Water Co., which has rights but serves no subscribers, is zero in all scenarios, as is residual demand facing San Antonio Water Co., which has available surface water and other basin groundwater supply in excess of demand. The combined residual demand for the remaining agencies in the Basin is 215,996 AF in 2007 and increases over time with population growth projections to 337,246 AF in 2030. Among agencies with positive demand values, residual demand in 2007 ranges from a low of 12,753 AF for Monte Vista Water District to a high of 49,552 AF for the City of Ontario, and the residual water demand for the City of Ontario and Cucamonga Valley Water District over the entire horizon is about double the residual water demand of Pomona, 2-3 times greater than the City of Chino, City of Chino Hills, and Jurupa Community Services District, and 5-6

⁸ The average water transaction price in the data provided in the Watermaster's 2006-2007 Assessment Packet is \$177, which represents an approximate 30 percent discount below the current replenishment rate of \$251. This observed price discount below the expected transfer price accords with the "wet year" transfer price that would arise in a representative hydrologic year that is 70 percent wet and 30 percent dry when the "dry year" transfer price is \$422, a value bounded by the prevailing Tier 2 price of untreated water of \$427.

⁹ for IEUA members, these data are taken from the IEUA Urban Water Management Plan (2005), Table 2-7, and, for Jurupa Community Services District and the City of Pomona, these data are taken from the individual 2005 Urban Water Management Plans (2005) available on each agencies website.

times greater than the residual demand facing the City of Upland and Monte Vista Water District.

3.5. *Desalter Production*

Desalter production is treated as equal across all scenarios. Implicitly, this views the level and location of desalter activity to be determined by the requirements outlined by the Judgment.¹⁰ An alternative approach would be to construct a baseline scenario in which agencies provide their own salt removal infrastructure. One difference between this alternative approach and the present one is that, under baseline conditions with individual desalting O&M costs would be roughly the same, whereas the capital costs of building desalter facilities would be larger by the amount of funding that became available in the Basin through grants made possible by the Peace Agreement.

The projected desalter water for urban supply sets a schedule of delivery to three agencies considered in the study (City of Chino, City of Chino Hills, and Jurupa). The desalter water for urban supply rises from 15,230 AF to 38,088 AF over the period 2007-2030 among agencies in the study, with the remaining desalter supply being delivered to the City of Norco and the Santa Ana River Water Company. Each unit of desalter water supply, including deliveries to the City of Norco and the Santa Ana River Water Company, creates a replenishment obligation for producers in the Basin, and this obligation is divided among agencies according to the various rules encompassed by each of the three scenarios considered (as described below).

3.6. *Watermaster Assessments*

Although the assessment fees levied by Watermaster differ across the scenarios according to the total cost of the program elements embodied in each scenario, the rules in which assessments are distributed across individual agencies are common to all scenarios. Specifically, appropriative pool assessments are based on each agency's calculated share of actual fiscal year production. Given that total production and the share of production by individual agencies encompasses only a subset of total Basin production (e.g., roughly 87 percent in 2007), this approach slightly over-estimates assessment costs in all scenarios by attributing 100 percent of the program cost to the ten agencies included in the study. Because the assessment costs used under the Peace I and Peace II scenarios include the baseline costs, as well as significant additional program costs, the over-allocation of assessment costs to individual agencies in the study provides a conservative estimate of the total benefit generated under Peace I and Peace II. The different components of the assessment costs were decomposed into program expenses from the 3-year assessment projections provided by Watermaster.¹¹ All cost components thereafter are assumed to increase at a rate of 4.5 percent.

¹⁰ Projected desalter production is taken from IEUA's UWMP (2005, Table 3-10 and Table 7-1), and includes the desalter production of Chino I, Chino I expansion, Chino II, and Desalter 3. The overall level of desalter activity, which grows to an ultimate production level of 43,000 AF by year 2025, an amount slightly below the 50,457 AF desalter production level anticipated by 2020 in the OBMP: (Implementation Plan: Optimal Basin Management Plan for the Chino Basin, Table 3, p59: http://www.cbwm.org/docs/legaldocs/Implementation_Plan.pdf.)

¹¹ Personal correspondence with Watermaster staff (August 7, 2007).

4. Baseline Scenario

4.1. Basin Supply

In the baseline scenario, available Basin supply for each agency in each year is comprised of the agency's share of: (i) safe operating yield, (ii) projected desalter water for urban supply, and (iii) the net agricultural pool transfer. The safe operating yield is allocated to individual agencies based on the share of safe operating yield in the Basin defined by the Judgment.

The projected desalter water for urban supply is taken for the baseline case (as well as for the remaining scenarios) from projections available in the IEUA UWMP.¹² Desalter water for urban use is treated in the model both as a source of water supply in the Basin and as a replenishment obligation, where the replenishment obligation associated with each unit of desalter water supply is shared by agencies through the allocation of storage losses and replenishment assessments by Watermaster, which are calculated for the baseline case according to each agencies pro rata share of safe operating yield up to the available recharge capacity in the Basin and by in lieu recharge according to each agencies pro rata share of safe operating yield for any obligation above the available recharge capacity.

The net agricultural transfer to each agency in each year is calculated by taking a straight-line projection of land-use conversions between 2006 conditions reported in the 2006-2007 Watermaster Assessment Package, and assumed "full build-out conditions" in 2030 in which all acres in the agricultural pool eligible for conversion are converted.¹³ For the baseline scenario, each converter is credited with 1.3 AF of Basin water for each acre converted, and the sum of water allocated to all land-use conversions and agricultural pool production in each year is deducted from the agricultural pool safe yield of 82,800 AF to get the net agricultural pool transfer to the appropriative pool in each year.¹⁴ Among the ten largest members of the appropriative pool considered in the study, the net agricultural transfer increases from 46,265 AF to 71,377 AF over the 2007-2030 period, which accounts for approximately 92 percent of the total water transfer to the appropriative pool in each year.

Under baseline conditions, there is also an issue of timing of the agricultural pool transfer, with no early transfer of agricultural pool water being made to the appropriative pool prior to the Peace Agreement. Under the Judgment, the agricultural pool allocation was defined to be 414,000 AF in every 5 years. This implies a 4-year waiting period for the appropriative pool before any agricultural transfer takes place, followed by a large allocation of the cumulative agricultural pool under-production in year 5, and an annual stream of transfers thereafter based on a rolling horizon comprised of the previous 5 years agricultural pool under-production. In the

¹² IEUA Urban Water Management Plan (2005), Tables 3-10 and 7-1.

¹³ Watermaster, Fiscal Year 2006-2007 Final Assessment Package, Land Use Conversion Summary (p10): <http://www.cbwm.org/docs/financedocs/Assessment%20Package%20FY%202006-2007%20Final.pdf>. Values after the conversion of all agricultural land eligible for conversion are based on Watermaster calculations (personal communication with Watermaster staff, July 12, 2007).

¹⁴ Under baseline conditions, 1.3 AF of water is allocated to the appropriative pool based on share of safe operating yield in the baseline scenario. This value is not parsed out from the net agricultural transfer that occurs each year, because all water transfers between the agricultural pool and the appropriative pool are based on shares of safe operating yield and an amount greater than 1.3 AF per acre is transferred from the agricultural pool to the appropriative pool in each year.

baseline scenario, the agricultural pool transfer is calculated on an annual basis and timing lags in the delivery of water are suppressed. Differences in the actual timing of the water have no implications for the baseline values in the study, because the rate of water price inflation is taken to be equal to the discount rate, so that delays in water delivery have no implications for the present value calculation.

The sum of these components in each year gives Basin supply for each agency. This represents the first step of the supply function depicted in Figure 1.¹⁵ In total, Basin supply among the ten largest agencies considered in the study rises from 116,044 AF to 164,014 AF over the 2007-2030 period, with the increase in supply generated through land use conversions and increased desalter water for urban supply. (This latter source of water supply is matched by an associated increase in the desalter replenishment obligation, as discussed below.)

4.2. Import Demand

Import demand for each agency in the Basin represents the amount of demand facing each agency that cannot be met with available Basin supplies (including supplies which can be purchased from other Basin agencies in the transfer market). Import demand for each agency, which must be met through some combination of replenishment water purchases and imported water purchases for direct use, is the sum of three components: (i) excess demand for water; (ii) storage account adjustments; and (iii) water transfers.

Excess demand for each agency in the Basin is calculated as residual demand less the available Basin supply. Excess demand for water is negative in each year for Fontana Union Water Co. and San Antonio Water Co., which implies that these agencies are water suppliers in the transfer market. In each year, approximately 70 percent of the excess demand for water in the Basin is derived from Cucamonga Valley Water District and the City of Ontario, which indicates a large water demand for Basin water among these agencies relative to their share of Basin supply.

In practice, the demand for water in dry years is met, in part, by smoothing the additional water supplies available in wet years across time through local storage. As discussed above, the model considers each year to be a representative year (30 percent dry and 70 percent wet), so that the annual amount of water held in local storage by each agency is 5/7 of the annual excess demand that cannot be met with contemporaneous supply. Local storage in the model, which represents the combined total held in local storage and local supplemental storage accounts in a representative year, increases over the period 2007-2030 from 83,706 AF to 141,565 AF among agencies in the study, where the growth in local storage over the period occurs in proportion to the 70 percent increase in excess demand for Basin water as population increases in the region.

Local storage accounts are not constructed for Fontana Union Water Co. and San Antonio Water Co., because these agencies have excess supply of water in each year above what is necessary to meet their urban water demands. In practice, these agencies may hold water in local storage to arbitrage expected differences in transfer prices between wet and dry years, but such arbitrage

¹⁵ Because desalter water is not a unique source of supply, an accounting adjustment is made later to back out desalter water supplies from Basin supply by creating an off-setting replenishment obligation for each unit of desalter water used for urban supply.

opportunities are suppressed in the model, because variations in annual water availability are smoothed in the model to a basis of a representative hydrologic year.

In each year, a storage account adjustment is made for each agency by adding the incremental growth in local storage from the previous year's value to the excess demand for water. The amount of water held in local storage adjusts upward each year to meet the growth in excess demand, and this need for added storage to smooth increasing volumes of water between wet and dry years is deducted from contemporaneous water supply.

After storage account adjustments are made in each year, individual excess demand and individual excess supply conditions clear each year in the transfer market. Excess supply to be cleared in the transfer market in each year is comprised of sales by Fontana Union Water Co. and San Antonio Water Co., and, to a lesser extent, by Jurupa Community Services District beginning in 2021. Jurupa CSD becomes a net supplier of water in the transfer market due to the relatively large purchases of desalter water for urban supply in the data provided in IEUA's UWMP (2005). Water transfers are allocated from these suppliers to individual agencies with positive demand for transfer water in proportion to each agency's share of excess demand relative to total excess demand for water in the Basin. The total amount of water transacted in the Basin rises from 12,677 AF to 20,401 AF over the 2007-2030 period, and the largest buyers of transfer water in each period are Cucamonga Valley Water District and the City of Ontario.

4.3. *Water Imports*

Water is imported into the Basin to meet the sum of import demand for direct use and desalter replenishment requirements. Imported water is taken as replenishment water in each period up to the limit on recharge capacity in the Basin (i.e., the second step of the water supply relationship in Figure 1), and the residual quantity of imported water that cannot be met with replenishment water is taken as Tier 2 water imports. Under baseline conditions, the recharge capacity of the Basin is taken to be 29,000 AF per year, which represents the available spreading facilities discussed as pre-existing facilities in program element 2 of the OBMP.¹⁶ Given the smoothing of production into the basis of representative hydrologic years, this implies that baseline conditions in the Basin can accommodate 20,300 AF of recharge per year ($0.7 \times 29,000$ AF). This recharge capacity defines the limit to which imported water in the Basin can be taken at the lower MWD replenishment rate.¹⁷

Imported replenishment water in the Basin must first be taken to meet the replenishment obligation of the desalters. The desalter replenishment obligation under baseline conditions is desalter production for urban supply less a 2 percent storage loss component deducted from individual local storage accounts.¹⁸ Under baseline conditions, the desalter replenishment obligation (net of the storage loss allocation) begins at 13,556 AF in 2007 and grows to 40,169 AF per year in 2030. In the year 2010, the desalter replenishment obligation rises to 22,604 AF,

¹⁶ Implementation Plan: Optimal Basin Management Plan for the Chino Basin, p13:
http://www.cbwm.org/docs/legaldocs/Implementation_Plan.pdf.

¹⁷ The increase in Basin recharge capacity, as described in the Recharge Master Plan (WEI, Black and Veatch 2001: <http://www.cbwm.org/docs/rechdocs/rechmastplanphase2rep/chapters/pdf/>) is a major program element considered in the Peace Agreement, both in terms of benefit and cost.

¹⁸ Personal correspondence with Watermaster staff.

an amount in excess of the 20,300 AF recharge capacity of the Basin in the baseline scenario, and the replenishment obligation remains above the recharge capacity for the remainder of the time horizon. Over the period 2007-2009, the amount of recharge capacity in excess of the desalter replenishment requirement (e.g., $20,300 - 13,556 = 6,744$ AF in 2007) is allocated to individual agencies in proportion to each agency's share of imported water demand relative to total imported water demand in the Basin. Over the period 2010-2030, the desalter replenishment obligation exceeds the recharge capacity of the Basin, and the remaining desalter replenishment obligation above 20,300 AF is met through in lieu production by individual agencies in the Basin. In the baseline scenario, the desalter replenishment obligation, both the portion met with replenishment water purchases and the portion taken as in lieu production, is met by individual agencies according to each agency's pro rata share of safe operating yield.¹⁹

Aggregate supply and demand are cleared each year on the third step of supply by reconciling effective Basin water supply (Basin supply plus Basin recharge) with import demand through purchases of Tier 2 water from MWD. Tier 2 MWD water purchases are allocated to individual agencies based on the share of each agency's imported water demand relative to total imported water demand in the Basin. Under baseline conditions, the total purchases of Tier 2 water among agencies in the Basin rises from 97,766 AF in 2007 to 200,097 AF in 2030, with the combined purchase share of Cucamonga Valley Water District and the City of Ontario—the two largest purchasers of imported water—representing between 62 percent and 73 percent of total Tier 2 water purchases in each year.

4.4. *Water Procurement Costs*

The total cost of water procurement to individual agencies is the sum of five components: (i) Tier 2 water purchases; (ii) transfer water purchases; (iii) desalter water purchases for urban supply; (iv) desalter replenishment costs; and (v) Watermaster general assessments on the appropriative pool. Water procurement costs associated with Basin production also exist, but these costs exist in all scenarios and consequently net out of the comparison of the various program net benefits.

For the purpose of allocating Watermaster assessments, Tier 2 water purchases are assumed to occur outside the framework of the cooperative organization. That is, the actual production level of each agency, as recorded by the Watermaster each fiscal year for the basis of assessments, does not include any production demands that an individual agency meets through Tier 2 purchases acquired from MWD. For this reason, a separate accounting calculation is made for actual production to recover the allocation of Watermaster assessment costs to individual agencies in each period. Actual production for each agency is residual demand for Basin water less Tier 2 water purchases less storage losses and adjustments to the storage account balance.

Watermaster replenishment assessments are levied to recover desalter replenishment costs (for units up to the 20,300 AF recharge capacity of the Basin) through replenishment water purchased from MWD each year. These costs are allocated to individual agencies according to each agencies pro rata share of safe operating yield.

Watermaster general assessments are levied under baseline conditions to cover the cost of administrative costs, exclusive of the OBMP costs and the special project costs that pertain to

¹⁹ Personal correspondence with Watermaster staff (August 29, 2007).

Peace I and Peace II. In 2007, these costs account for \$816 thousand of the projected \$7.87 million costs to be levied for general assessments under prevailing Peace conditions. Under baseline conditions, moreover, only the appropriative pool share of general assessment costs is paid by the appropriative pool, which amounts to \$624 thousand of the \$816 thousand administrative costs in 2007, with the remaining share of costs paid by the overlying agricultural and non-agricultural pools. The costs attributed to the appropriative pool are allocated across to individual agencies according to each agency's share of actual production relative to total Basin production.

4.5. *Summary of Baseline Outcomes*

Table 1 provides a breakdown of the projected outcome for the eight largest producers under baseline conditions in the year 2015. Total urban water demand for these producers is 293,214 AF in 2015. Total residual demand, which is the difference between urban water demand and the Basin supply available to each agency, is 273,430 AF. Available Basin water supply, the sum of the shares of safe operating yield, net agricultural transfer (inclusive of land-use conversions), and desalter water for urban supply, is 123,554 AF in the year 2015. The total water transfers of 13,089 AF reflect sales by Fontana Union Water Company and San Antonio Water Company to the remaining producers encompassed by the study. The net storage acquisition of 1,022 AF reflects the change in the local storage balance between the year 2014 (106,032 AF) and the year 2015 (107,054 AF). This increment in the water held in local storage, which must be met by in lieu production by agencies, adds to residual demand for water in the Basin, and the difference between this term and the sum of available Basin water supply and water purchases in the transfer market results in a combined import demand among producers of 137,809 AF.

Total desalter production in the year 2015 is 34,122 AF, which exceeds the available recharge capacity of the Basin, so that imported water demand is met entirely with Tier 2 water purchases.²⁰ Actual production among these eight agencies (123,250 AF) is the difference between residual demand for Basin water, Tier 2 purchases from MWD, in lieu recharge taken to meet the desalter replenishment obligation, storage losses (2% of local storage = 2,141 AF), and the net storage acquisition. Watermaster administrative assessments are in 2015 are \$1.2 million, of which \$957 thousand is paid by agencies in the appropriative pool.

²⁰ An additional 3,905 AF of desalter water production is projected for the Santa Ana River Water Company and City of Norco, who are not considered in this study.

Table 1: Year 2015 Outcome Under the Baseline Scenario

Component	Appropriator								Total
	Chino	Chino Hills	Ontario	Upland	Cucamonga	Monte Vista	Jurupa	Pomona	
Urban Water Demand	26,200	24,700	66,600	22,500	72,500	14,100	36,350	30,264	293,214
Available Surface Water	0	0	0	5,200	3,000	0	500	0	8,700
Available Other Groundwater	0	0	0	3,800	5,400	0	0	1,884	11,084
<i>Residual Demand</i>	<i>26,200</i>	<i>24,700</i>	<i>66,600</i>	<i>13,500</i>	<i>64,100</i>	<i>14,100</i>	<i>35,850</i>	<i>28,380</i>	<i>273,430</i>
Safe Operating Yield	4,034	2,111	11,374	2,852	3,619	4,824	2,061	11,216	42,092
Net Ag Transfer	8,916	2,398	8,660	1,875	2,980	3,228	12,840	7,371	48,268
Desalter Water Supply	5,000	4,200	5,000	0	0	0	19,922	0	34,122
<i>Available Supply</i>	<i>17,950</i>	<i>8,709</i>	<i>25,033</i>	<i>4,727</i>	<i>6,600</i>	<i>8,052</i>	<i>33,896</i>	<i>18,587</i>	<i>123,554</i>
Net Storage	487	280	717	-122	1,039	108	-1,653	166	1,022
Transfers	758	1,411	3,668	750	5,078	534	26	864	13,089
<i>Import Demand</i>	<i>7,979</i>	<i>14,860</i>	<i>38,616</i>	<i>7,901</i>	<i>53,461</i>	<i>5,622</i>	<i>275</i>	<i>9,095</i>	<i>137,809</i>
Local Storage	5,893	11,422	29,690	6,266	41,072	4,320	1,396	6,995	107,054
Tier 2 Purchases	7,979	14,860	38,616	7,901	53,461	5,622	275	9,095	137,809
Actual Production	17,512	9,328	25,067	4,589	9,889	7,210	33,343	16,312	123,250
Watermaster Assessments	\$97	\$52	\$139	\$26	\$55	\$40	\$185	\$91	\$685

Notes:

1. All figures in acre-feet except Watermaster assessments.
2. Watermaster assessments are expressed in real terms (1,000s of 2007\$.)

5. Peace I Scenario

The Peace Agreement introduced various program elements in the Basin that were not present under baseline conditions. The main components of the Peace Agreement considered here that altered net benefits in the Basin are: (i) an increase in Basin recharge capacity from 29,000 AF to 134,000 AF; (ii) a change in the rules for land use conversion; (iii) transfer of agricultural pool assessments to the appropriative pool; (iv) the introduction of a storage and recovery program; (v) an increase in stormwater recovery from 5,000 AF per year to 12,000 AF per year; and (vi) the Pomona credit. This section describes the changes that occurred through these program elements to alter net benefits received by individual agencies in relation to the earlier discussion of the baseline outcome detailed above.

5.1. Basin Supply

Under the set of Basin programs encompassed by the Peace Agreement, three factors led to changes in available Basin supply: (i) increased stormwater capture; (ii) a change in the water allocation resulting from land use conversions (including “early transfer”); and (iii) the introduction of the Dry Year Yield program for storage and recovery through MWD. The increased stormwater capture is represented by an annual increase in Basin supply by 12,000 AF of “new yield” in exchange for tying up 12,000 AF of recharge capacity.

The net agricultural transfer to each agency under Peace conditions increased the return to each converter from 1.3 AF of Basin water for each acre converted to 2.0 AF of Basin water for each acre converted. An early transfer program of 32,800 AF per year to the appropriative pool was also introduced, which ultimately led to an over-allocation of agricultural pool water to the appropriative pool.²¹ The net agricultural pool allocation to individual agencies replicates the Watermaster calculation in each year, given the projected pattern of land use conversion calculated through 2030. The agricultural pool transfer provides a credit of 2.0 AF per acre for all land-use conversions taking place after the signing of the Peace Agreement and credits earlier conversions at the 1.3 AF per acre rate and the early transfer to members of the appropriative pool is based on each agency’s share of safe operating yield. Because the sum of these two components and the projected agricultural pool production level after land-use conversions have been made exceeds the 82,800 AF of available agricultural pool water in every year, each agency is charged a replenishment obligation for the amount of over-allocated agricultural pool water in proportion to each agency’s share of safe operating yield. This is equivalent to deducting the over-allocation of agricultural pool water from the 32,800 AF early transfer after land use conversions take place and dividing this residual amount of water (e.g., $32,800 - 4,270 = 28,530$ AF in Fiscal Year 2006-2007) pro rata among members of the appropriative pool.

In total, the net agricultural pool transfer to the appropriative pool is the same under baseline and Peace rules (49,831 AF in 2007 and 76,909 AF in 2030). Among appropriators considered in the

²¹ Watermaster, Fiscal Year 2006-2007 Final Assessment Package, Land Use Conversion Summary (p10): <http://www.cbwm.org/docs/finandocs/Assessment%20Package%20FY%202006-2007%20Final.pdf>. In the Fiscal Year 2006-2007 Final Assessment Package provided by the Watermaster, the amount of over-allocation was 4,270 AF (3,893 AF of which is incurred as a replenishment obligation to agencies encompassed by the study), and the model projects this total to increase through the process of future land use conversions to 5,127 AF in 2030 (4,674 AF of which is incurred as a replenishment obligation to agencies encompassed by the study).

study, which encompass 91.2 percent of safe operating yield but 100 percent of land use conversions, the change in land-use conversion rules under the Peace Agreement provides a slightly larger net agricultural transfer among agencies considered than under baseline conditions (e.g., 71,673 AF after all conversions take place compared to 71,377 AF under baseline rules). The outcome for individual agencies under the Peace rules for net agricultural pool transfer relative to the baseline scenario is discussed later.

The DYY storage and recovery program alters the allocation of Basin water supply by allowing individual agencies to purchase water from MWD in wet years and store it for use in subsequent dry years. The effective rate paid to MWD for DYY water inputs, net of subsidies paid to the participating agencies, is approximately equal to the current replenishment rate,²² and the annual MWD replenishment rate is used in each period to price DYY water inputs to individual producers. The present analysis considers the value of the currently-approved 150,000 AF storage and recovery program.²³ Although further expansion beyond this level has been discussed, the study does not consider the potential expansion of this program to 500,000 AF nor the possibility for sales of this water to take place outside the Basin. The increase in the DYY program from 100,000 AF to 150,000 AF is assumed to take place immediately in the year 2007. To adjust the implied pattern of puts and takes of a 150,000 AF storage and recovery program to the smooth production horizon of a representative hydrologic year, we assume that water production in the DYY program is limited to 50,000 AF in each dry year. Given a 0.3 probability of a dry year, this implies an average of 15,000 AF of water is made available in the Basin each year through the DYY program. The distribution of the DYY program storage across individual agencies is given by the table of DYY shift obligations provided by IEUA for the current DYY-100 program, and these values are scaled upwards proportionately to 150,000 AF.²⁴ It is assumed that there is no storage loss for units of water placed in storage.²⁵ In effect, this implies that participating agencies in the DYY program purchase 15,000 AF of water in a representative hydrologic year at MWD replenishment rates and convert this amount into 15,000 AF of reliable Basin supply through the use of existing recharge facilities.

Among the ten largest agencies considered in the study, Basin supply under Peace conditions rises from 137,416 AF in 2007 to 185,692 AF in 2030. This reflects an approximate increase of 26,000 AF per year relative to baseline conditions (under baseline conditions, Basin supply is 111,486 AF in 2007 and 159,496 AF in 2030), and the source of the additional Basin supply under the Peace Agreement amounts to the roughly 11,000 AF increased stormwater yield (the share of the 12,000 AF “new yield” acquired by the ten largest agencies) plus the 15,000 AF recovery of DYY storage water.

5.2. *Import Demand*

Import demand for each agency in the Basin is calculated in the same manner as the baseline case. As noted above, this involves deducting Basin supply from the Basin water demand facing each agency to get excess demand, correcting excess demand to account for the dynamic adjustments that occur in local storage accounts, and then reconciling excess supply and excess

²² Personal communication with IEUA staff.

²³ Personal communication with Watermaster staff.

²⁴ IEUA Urban Water Management Plan (2005), Table 6-5.

²⁵ Personal correspondence with Watermaster staff.

demand among individual agencies in the Basin through water transactions in the transfer market.

Two major changes occur under Peace in the resulting evaluation of import demand. First, import demand is now lower each year than under baseline conditions by the approximate 26,000 AF of additional Basin supply that is available each year. This ultimately defrays Tier 2 water purchases as the supply-side of the model is built upwards to the third step of supply. Second, the amount of water held in the local storage account of individual agencies decreases, for instance by 17,769 AF in 2007 (83,706 AF in the baseline versus 65,937 AF under Peace.) Much of this difference in local storage balances is the result of participation in the DYY program crowding-out storage activities that would otherwise take place in local storage accounts.

5.3. *Water Imports*

As in the baseline case, annual water imports must flow into the Basin to meet the sum of import demand and replenishment requirements, where the Basin replenishment requirements now include 12,000 AF of stormwater recharge and 15,000 AF of replenishment water purchases for the DYY program in addition to the desalter replenishment obligation. Imported replenishment water represents the second step of the water supply relationship in Figure 2, and this step is elongated under Peace by the increase in Basin recharge capacity to 134,000 AF. Given the smoothing of production, this implies that Basin recharge capacity is 93,800 AF per year ($0.7 \times 134,000$ AF) in a representative hydrologic year. Of this amount, 27,000 AF per year of recharge capacity is now used to accommodate the combined requirements of stormwater recharge and DYY program recharge, and a substantial share of the remaining recharge capacity is used to fulfill the replenishment obligation of the desalters. The desalter replenishment obligation in each year is defined in the same manner as in the baseline scenario to be desalter production less storage losses of 2 percent deducted from the local storage accounts of producers in the Basin.²⁶

Under Peace conditions the need for imported Tier 2 water is smaller than under the baseline. Three main effects drive this change: (i) the recharge capacity of the Basin can now accommodate the entire desalter replenishment obligation each year without requiring agencies to engage in in-lieu recharge; (ii) the amount of annual Basin over-production that can be sustained in the Basin is larger by the amount of the increase in recharge capacity; and (iii) the reduction in local storage reduces the allocation of Basin storage losses to the desalter. The first two components produce direct value to agencies on the extensive margin of supply by defraying Tier 2 purchases (as depicted in Figure 2). The third component, the change in the designation of storage losses against the replenishment obligation of the desalters, creates no economic benefit to the Basin and is purely redistributive in its effects, because the change in the designation of storage losses does not alter the physical recharge capacity of the Basin. An individual agency that incurs a one-unit storage loss gives up a unit of water from local storage, and the value of this unit of water is distributed back to other agencies in the form of a credit against the desalter replenishment obligation.

²⁶ Peace Agreement, Article 5.2b(xii).

Under Peace conditions, the amount of replenishment water that is purchased from MWD in each representative hydrologic year is 81,800 AF (93,800 AF of recharge capacity less the 12,000 AF stormwater recharge). This 81,800 AF of replenishment water, which is purchased at MWD replenishment rates, is allocated first to meet the 15,000 AF per year replenishment water requirement for DYY participants and to meet the replenishment obligation of the desalter, with the remaining recharge capacity in each year allocated among individual agencies according to each agency's imported water demand relative to total imported water demand in the Basin.

As in the baseline scenario, imported water demand in excess of the recharge capacity of the Basin is cleared each year in the Peace I scenario on the third step of supply through purchases of Tier 2 water from MWD. Tier 2 MWD water purchases, as in the baseline case, are allocated to individual agencies based on the share of each agency's imported water demand relative to total imported water demand in the Basin.

Under peace conditions, the total purchases of Tier 2 water among agencies in the Basin rise from 25,692 AF in 2007 to 127,710 AF in 2030, a decline of approximately 72,000 AF per year relative to the baseline scenario. This decline in Tier 2 water purchases is approximately equal to the increase in recharge capacity under the Peace Agreement and represents a replacement of Tier 2 water purchases with replenishment water purchases at the lower MWD rate in each year. Cucamonga Valley Water District and the City of Ontario, the two largest buyers of imported water in both the baseline and Peace I, receive the largest share of the net benefit of this offset in Tier 2 water, because of their disproportionate representation on the extensive margin of supply.

5.4. *Water Procurement Costs*

The total cost of water procurement to individual agencies is the sum of eight components: (i) Tier 2 water purchases; (ii) transfer water purchases; (iii) desalter water purchases for urban supply; (iv) replenishment water purchases; (v) desalter replenishment costs; (vi) Watermaster general assessments on the appropriative pool; (vii) Watermaster general assessments on the agricultural pool paid by the appropriative pool; and (viii) the Pomona credit. The first three components of water procurement cost are calculated in the same manner as in the baseline case, with the exception that the total quantities of Tier 2 purchases and transactions in the transfer market differ.²⁷

Desalter replenishment costs are recovered through Watermaster replenishment assessments in an amount equal to the cost of replenishment water purchased from MWD to meet the replenishment obligation of the desalters each year. As in the baseline case, these costs are allocated to individual agencies according to each agencies pro rata share of safe operating yield.²⁸

Replenishment water purchases allocated to individual agencies related to the DYY program are levied back on individual agencies in proportion to their storage claims in the program, as detailed above. Any remaining recharge capacity in excess of the amount needed to fulfill DYY

²⁷ Changes in the pattern of Tier 2 water purchases and water transfers that occur across scenarios and over time within each scenario can have equilibrium effects on market prices; however, price changes in these markets are not considered in the scope of the present study.

²⁸ Personal correspondence with Watermaster staff (August 29, 2007).

contributions and the replenishment obligation of the desalters and DYY is allocated in each year to individual agencies according to each agency's imported water demand relative to total imported water demand in the Basin.

The total costs recovered through Watermaster general assessments for the program elements in the Peace I scenario include OBMP assessments, special project assessments, and recharge debt payments. The additional OBMP and special project assessments in the Peace I scenario amount to a total \$7.05 million out of the \$7.87 million (90 percent) in total Watermaster expenses in 2007, and these additional costs of implementing the program elements in the Peace I scenario rise to \$13.8 million in 2030. As in the baseline scenario, the allocation of all appropriative pool general assessments to individual agencies is made based on each agency's share of safe operating yield in the Basin.

The Peace Agreement negotiated the transfer of all general assessment fees from the agricultural pool to the appropriative pool. The total assessment fees paid by the agricultural pool, which are now assumed by members of the appropriative pool, amount to \$1.1 million in 2007 and decline to \$460 thousand in 2030 due to land use conversions that result in a decline in agricultural water use as a share of total Basin safe yield. In total, the general assessments paid by the appropriative pool inclusive of the transfer of agricultural pool assessments increase ten-fold from \$624 thousand in the baseline scenario to \$6.3 million under Peace conditions in 2007 and the assessment costs in the Peace I scenario remain at least 7 times as large as the costs attributable to baseline conditions in the Basin throughout the production horizon. The agricultural pool share of Watermaster assessment fees is paid by individual agencies in the appropriative pool according to the agency's share of the net agricultural transfer in each year.²⁹

Finally, the Pomona credit of \$66,667 per year is paid every year by each agency in proportion to the agency's share of safe operating yield.

5.5. Comparison of Baseline and Peace Agreement Outcomes

Under the terms of the Peace Agreement, the present value of the net benefit of the program elements for the ten agencies encompassed by the study is \$182 million. The main component associated with this increased net benefit is the displacement of Tier 2 water with new Basin yield and replenishment water. Under baseline conditions, the present value of total Tier 2 water purchases over the 2007-2030 period is \$1.53 billion, whereas, under Peace conditions, the present value of Tier 2 water purchase over the period decreases to \$931 million. This decrease in Tier 2 water under Peace conditions was replaced with replenishment water at the lower MWD rate, and the combined cost of imported water in the Peace I scenario decreased by \$310 million in present value terms (from \$2.06 billion under baseline conditions to \$1.75 billion under Peace conditions). This benefit was acquired at the expense of an increase in the present value of assessment costs from \$16.7 million to \$146 million.

²⁹ For details on this calculation and the distribution of general appropriative pool assessments based on pro rata share of safe operating yield, see Watermaster, Fiscal Year 2006-2007 Final Assessment Package, Pool 3 Assessments Summary (p5): <http://www.cbwm.org/docs/finandocs/Assessment%20Package%20FY%202006-2007%20Final.pdf>.

Table 2 provides a breakdown of the projected outcomes under Peace conditions in the year 2015 for the eight largest producers in the study. A comparison of these outcomes with those that emerge under baseline conditions in Table 1 provides a useful profile of the essential differences in Basin performance under each scenario. Residual demand for Basin water is identical in each scenario. This quantity corresponds to the value Q^* in Figure 1. The safe operating yield of the agencies considered is the same in both cases, as is desalter water for urban supply. The net agricultural pool allocation to the appropriate pool is slightly higher under Peace (48,848 AF relative to 48,268 AF under baseline rules). This is because the agencies considered in the study represent 91 percent of Basin production and nearly 100 percent of the land use conversions, which are credited with a larger water allocation under Peace. Available Basin supply in the Peace I scenario is accordingly higher by the sum of this component and the 15,000 AF of supply available to agencies through the DYY program, which leads to a commensurate reduction in imported water demand.

The level of local storage is lower under Peace by approximately the 15,000 AF of storage that is now accounted for in the DYY program. Replenishment purchases are now possible due to the increase in Basin recharge capacity, and the agencies combine to purchase 31,533 AF of replenishment water in the year 2015.

In total, Tier 2 water use falls from 137,809 AF under baseline conditions (inclusive of the purchases required by in lieu recharge) to 82,658 AF under Peace conditions. This decrease in Tier 2 water imports reflects the displacement of Tier 2 water purchases through a combination of new Basin yield and increased replenishment water purchases made possible by the expansion of Basin recharge capacity.

Actual production among these eight agencies is higher in the Peace I scenario by 36,953 AF in the year 2015 (160,203 AF vs. 123,250 AF in the baseline scenario). This increment in Basin production represents the effective increase in Basin recharge capacity available to these producers after accounting for the combined 27,000 AF of recharge capacity utilized by stormwater and DYY program recharge.

Table 2: Year 2015 Outcome Under Peace I Scenario

Component	Appropriator								Total
	Chino	Chino Hills	Ontario	Upland	Cucamonga	Monte Vista	Jurupa	Pomona	
Urban Water Demand	26,200	24,700	66,600	22,500	72,500	14,100	36,350	30,264	293,214
Available Surface Water	0	0	0	5,200	3,000	0	500	0	8,700
Available Other Groundwater	0	0	0	3,800	5,400	0	0	1,884	11,084
<i>Residual Demand</i>	<i>26,200</i>	<i>24,700</i>	<i>66,600</i>	<i>13,500</i>	<i>64,100</i>	<i>14,100</i>	<i>35,850</i>	<i>28,380</i>	273,430
Safe Operating Yield	4,034	2,111	11,374	2,852	3,619	4,824	2,061	11,216	42,092
New Yield	883	462	2,489	624	792	2,455	451	2,489	10,645
Net Ag Transfer	10,558	2,173	7,210	1,467	2,460	2,553	16,658	5,769	48,848
Desalter Water Supply	5,000	4,200	5,000	0	0	0	19,922	0	34,122
Storage & Recovery	527	658	3,671	1,364	5,160	1,801	909	909	15,000
<i>Available Supply</i>	<i>21,001</i>	<i>9,604</i>	<i>29,744</i>	<i>6,308</i>	<i>12,032</i>	<i>10,234</i>	<i>39,074</i>	<i>20,349</i>	148,346
Net Storage	428	288	771	-107	1,058	133	0	225	2,797
Transfers	726	1,985	4,854	914	6,854	516	-3,224	1,065	13,690
<i>Import Demand</i>	<i>4,901</i>	<i>13,399</i>	<i>32,773</i>	<i>6,171</i>	<i>46,272</i>	<i>3,483</i>	<i>0</i>	<i>7,192</i>	114,191
Local Storage	3,713	10,783	26,326	5,137	37,191	2,761	0	5,737	91,649
Replenishment Purchases	1,353	3,700	9,050	1,704	12,778	962	0	1,986	31,533
Tier 2 Purchases	3,548	9,699	23,723	4,467	33,494	2,521	0	5,206	82,658
Actual Production	21,653	11,373	34,071	7,119	18,142	10,695	35,850	21,299	160,203
Watermaster Assessments	\$849	\$401	\$1,258	\$267	\$629	\$411	\$1,353	\$795	\$5,963

Figure 1 compares the benefit received by each agency from reduced water procurement costs to the increase in assessment cost that result from the implementation of the program elements in the Peace I scenario. The assessment costs associated with implementing the program elements considered in the Peace I scenario are represented by an overall increase from \$16.7 million to \$146 million in present value terms. The program benefits in present value terms in the Peace II scenario are reflected in the decrease in water procurement costs from \$2.1 billion under baseline conditions to \$1.8 billion in the Peace I scenario.

In terms of the total benefit, two agencies, City of Ontario and Cucamonga Valley Water District, receive the largest share of the benefits resulting from the Peace I program elements, while the assessment costs are distributed more equally among producers. In total, the City of Ontario and Cucamonga Valley Water District together receive 46 percent of the benefit of decreased water procurement costs and incur 32 percent of the increase in assessment costs. An important reason these agencies receive a large share of the net benefit from the agreements is due to a scale effect in the annual level of residual demand for Basin water, for instance in 2015 these two agencies combined account for 48 percent of residual demand for Basin water (130,700 AF out of 273,430 AF).

Baseline vs. Peace I Benefit-Cost Comparison

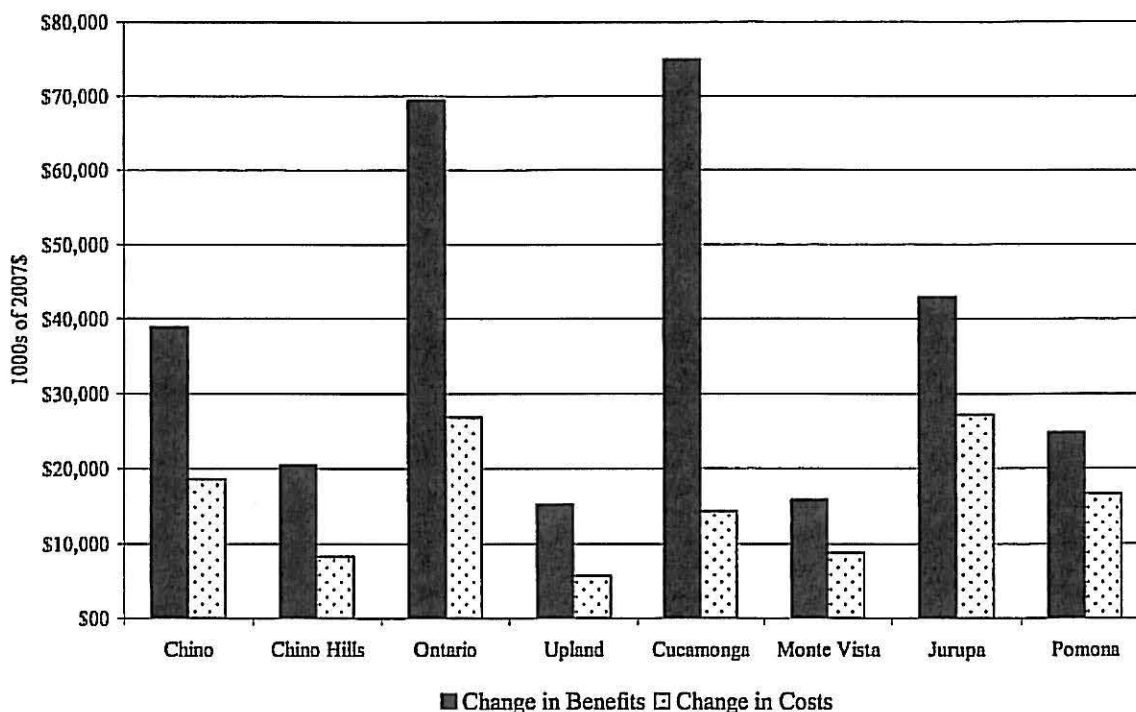


Figure 1

Distribution of Net Benefit, Peace I vs. Baseline (\$/per AF)

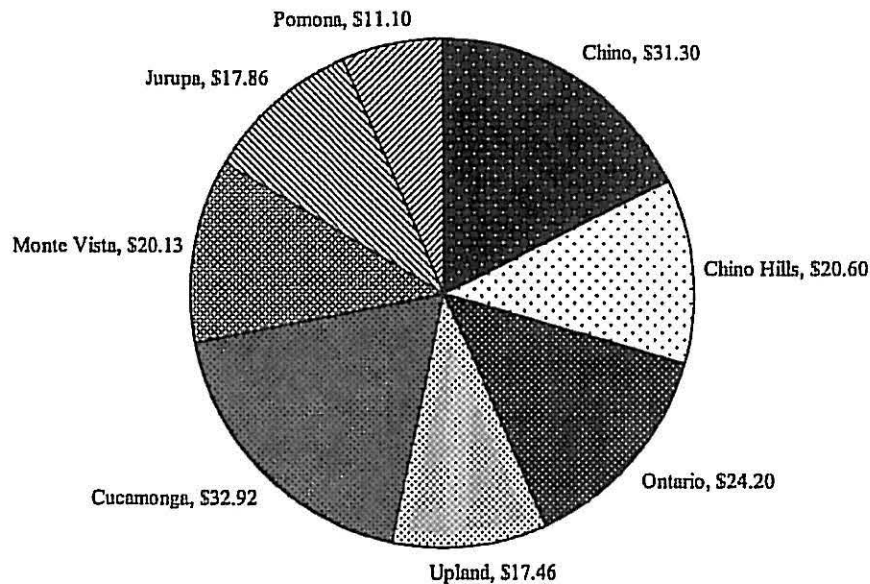


Figure 2

Figure 2 shows the distribution of net benefits per acre-foot of residual water demand across individual agencies in the Basin resulting from the program elements in the Peace I scenario. Fontana Union Water Company and San Antonio Water Company are not included in these calculations, because the available surface water and other groundwater supplies for these agencies exceed their total demand. Controlling for agency scale on the basis of residual demand for Basin water among the remaining producers, the net benefit resulting from the combined program elements in the Peace II Agreement is grouped between \$11.10/AF for the City of Pomona to \$32.92/AF for Cucamonga Valley Water District. Overall, the present value of the net benefit to all parties over the 24 year horizon resulting from a move from baseline conditions to Peace conditions is \$182 million and the total residual demand for water over this period is 6.9 million AF, which implies an average return of \$19.84 per acre-foot to the agencies encompassed by the study.

6. Peace II Scenario

The Peace II scenario introduces several major program elements in the Basin that build on the existing conditions under Peace. The main components of the Peace II scenario that alter market values in the Basin relative to the Peace I scenario are: (i) hydraulic control, which provides 400,000 AF of cumulative forgiveness and SAR inflow of 9,900 AF per year in the Basin; (ii)

the production of recycled water; (iii) a change in the allocation of the replenishment obligation associated with over-production in the agricultural pool transfer; (iv) a transfer of overlying non-agricultural pool water to the appropriative pool; and (v) a transfer of the Pomona credit from Basin agency to Three Valleys. This section describes the changes that occurred through these program elements to alter net benefits received by individual agencies in relation to the earlier discussion of the existing program elements in Peace Agreement.

6.1. Basin Supply

Under the set of programs encompassed by the Peace II Agreement, five factors led to changes in available Basin supply relative to prevailing conditions under Peace: (i) a change in the water allocation resulting from land use conversions; (ii) the influx of recycled water (for direct use and groundwater recharge), (iii) the transfer of 49,178 AF of overlying non-agricultural water to the appropriative pool; (iv) 9,900 AF per year of inflow from the Santa Ana River (SAR), eventually rising to 12,500 AF per year; and (v) 400,000 AF of cumulative forgiveness for Basin over-production. Unlike the program elements implemented in the Peace I scenario, all elements of the Peace II scenario (with the exception of the transfer of the Pomona credit to Three Valleys) fundamentally alter supply conditions on the lowest step of the supply relationship by contributing new sources of Basin yield.

The net agricultural transfer to each agency in the Peace II scenario maintains the return to each converter of 2.0 AF of Basin water for each acre converted and the early transfer of 32,800 AF per year to the appropriative pool, but alters the allocation rule for the replenishment obligation for the amount of over-allocated agricultural pool water. Under Peace II rules, the replenishment obligation for over-allocated agricultural pool water is made on the basis of a weighted average of the share of safe operating yield and share of cumulative land-use conversions for each agency (the “proportion of water available for reallocation (PAR)”) rather than in proportion to each agency’s share of safe operating yield in the Peace I scenario. By placing greater weight on land use conversions, a greater share of the replenishment obligation for over-allocated agricultural pool water is placed on land-use converters. For instance, the combined share of safe operating yield of the two largest land-use converters in the Basin—City of Chino and Jurupa Community Services District—is approximately 10 percent, whereas the combined PAR share of these agencies in Fiscal Year 2006-2007 is 38 percent.³⁰

The use of significant quantities of recycled water is made possible in the Basin by the attainment of hydraulic control.³¹ Recycled water projections for direct use in the Basin increase from 11,924 AF in 2007 to 60,450 AF in 2030 and recycled water use for groundwater recharge rises over the period from 3,443 AF to 35,000 AF.^{32, 33} The recycled water price charged by

³⁰ Watermaster, Fiscal Year 2006-2007 Final Assessment Package, Land Use Conversion Summary (p10): <http://www.cbwm.org/docs/finandocs/Assessment%20Package%20FY%202006-2007%20Final.pdf>.

³¹ Personal correspondence with IEUA staff.

³² Projections on recycled water deliveries for direct use and on total recycled water for groundwater recharge is provided for IEUA members in IEUA Urban Water Management Plan (2005), Table 3-13. The projections on recycled water deliveries for direct use to non-IEUA members as well as the distribution of recycled water deliveries for groundwater recharge across individual agencies are based on personal communication with IEUA staff (July 11, 2007).

³³ In no case does the amount of recycled water used for recharge exceed the DHS-approved dilution rates.

IEUA for recycled water deliveries in each period is viewed as sufficient to recover the fully amortized capital and operating costs of their recycled water operations.³⁴

The amount of transfer of overlying non-agricultural water to the appropriate pool is taken to be 49,178 AF, which is the ending total balance in the pool 2 local storage account in the Watermaster final assessment package for fiscal year 2006-2007.³⁵ This amount of water is allocated proportionally in four equal installments over the four-year period 2007-2010 to agencies in the appropriate pool according to their share of safe operating yield, and the price in each period is set at 92 percent of the prevailing MWD replenishment rate.³⁶

Finally, in meeting the goal of hydraulic control in the Peace II scenario, two sources of water are created: (i) the Santa Ana River (SAR) inflow is calculated to generate 9,900 AF of new Basin yield each year, eventually rising to 12,500 AF per year; and (ii) 400,000 AF of cumulative overdraft is necessary in the Basin over the period 2007-2030.³⁷ Both the 9,900 AF per year of SAR inflow and the allocation of the 400,000 AF of cumulative forgiveness are allocated to meet the replenishment obligation of the desalters. The dynamic path of forgiveness for the desalter obligation follows the most-rapid depletion path defined by the aggregate study, which assumes that the Basin overdraft occurs to whatever extent is necessary to meet the replenishment obligation of the desalters (net of storage losses and SAR inflow). Under the most-rapid depletion path, hydraulic control is achieved on the cumulative overdraft of 400,000 AF from the Basin in the year 2024, which raises the SAR inflow from 9,900 AF to 12,500 AF over the remaining period 2025-2030.

6.2. *Import Demand*

The demand for imported water for each agency in the Basin is calculated in the same manner as in the Peace scenario. In terms of the resulting values, the influx of new Basin water supply in response to recycled water use alter the resulting evaluation of import demand relative to the prevailing conditions under Peace in two significant ways. First, import demand is now lower each year relative to the outcome under Peace conditions by the amount of new Basin supply. This water ultimately defrays Tier 2 water purchases as the supply side of the model is built upwards and aggregated across each step towards the extensive margin of supply. As these supplies are developed, available supply in the Basin rises to 266,134 AF by the year 2030, an increase of 80,442 AF above the Peace I scenario and 106,678 AF above the baseline conditions.

Second, the amount of water held in local storage by individual agencies decreases to account for the effect of these new, reliable water sources in the Basin and the corresponding reduction in the need to smooth out the cyclical components of water supplies with puts and takes. As recycled water supplies are developed in the Basin, the need for local storage decreases; for instance, the total amount of water held in local storage in the Basin in 2030 decreases from 141,565 AF under baseline conditions, to 129,259 AF in the Peace I scenario, to 80,500 AF in the Peace II scenario.

³⁴ IEUA, Operating and Capital Program Budget, Fiscal Year 2007/08, Volume 1 (July 2007), p231.

³⁵ Watermaster, Fiscal Year 2006-2007 Final Assessment Package, Pool 2 Water/Storage Transactions (p12): <http://www.cbwm.org/docs/financdocs/Assessment%20Package%20FY%202006-2007%20Final.pdf>.

³⁶ Non-Binding Term Sheet, item IX.C.

³⁷ Personal correspondence with staff at Wildermuth Environmental.

The quantity of water transactions in the water transfer market rises significantly as the number of agencies selling water increases with the influx of recycled water supplies. This changes the distribution of net benefits, both directly by the allocation of recycled water supplies based on proximity of users (rather than according to the share of safe operating yield) and indirectly by reducing the number of agencies that procure water on the extensive margin of supply.

6.3. *Water Imports*

An important outcome in the Peace II scenario as a result of hydraulic control is the decrease in Tier 2 water purchases relative to both the baseline and Peace I scenarios. Unlike the case of the Peace I scenario, in which the decline in Tier 2 purchases was largely offset by an increase in assessment costs to support the increase in recharge capacity, the avoided Tier 2 water purchases in the Peace II scenario are associated either with negligible costs (SAR inflow and forgiveness for Basin over-draft) or with the relatively low cost associated with recycled water, which is valued at IEUA recycled water rates. These differences are characterized in the discussion below.

In addition, the level of water imports increases slightly in the Peace II scenario, because of a reduction in the storage loss component allocated to meet the desalter replenishment obligation. In the Peace II scenario, the desalter replenishment obligation is taken to be desalter production less storage losses of 1 percent from the local storage accounts of producers in the Basin.³⁸

6.4. *Water Procurement Costs*

All program costs that form the basis for Watermaster assessments in the Peace I scenario (as described above) are considered in the Peace II scenario, with the exception of the Pomona credit, which is no longer paid by appropriators in the Basin and is instead paid by Three Valleys Municipal Water District.³⁹ The removal of this fee from Watermaster assessments leads to an increase in net benefit to agencies in the Basin by \$66,667, and this is returned to agencies in proportion to each agency's share of safe operating yield. The increase in net benefit is offset by a proportional increase in cost for Three Valleys Municipal Water District, and the present value of this stream of payments over the period 2007-2030 at the prevailing rate of discount (4.5 percent) is \$1.0 million.

Recycled water costs are allocated to each agency using the recycled water prices provided by IEUA, as discussed above. The desalter replenishment obligation, which begins in the year 2024 after the 400,000 AF of over-draft credits are exhausted, is met in the Peace II scenario through Watermaster replenishment assessments as follows. Half of the desalter replenishment obligation is met by individual agencies according to pro rata shares of safe operating yield, as in the Peace I scenario, and the remaining half of the desalter replenishment obligation is met according to each agency's share of actual production relative to total production in the Basin.⁴⁰ This latter portion of the Watermaster replenishment assessments accords with the method of allocating Watermaster general assessments to the appropriative pool in all three scenarios considered. The

³⁸ Non-Binding Term Sheet, Item VI.B.1.

³⁹ Non-Binding Term Sheet, item VII.A.

⁴⁰ Personal correspondence with Watermaster staff (August 29, 2007).

method for calculating the remaining water procurement costs for each agency is identical to the method described above for the Peace I scenario.

6.5. *Comparison of Baseline, Peace I, and Peace II Outcomes*

Relative to baseline conditions, the present value of total net benefit among the ten agencies encompassed by the study for the program elements contained in the Peace II scenario is \$904.6 million, which represents an additional net benefits of \$722.5 million relative to the outcome of the Peace I scenario.

The main factor associated with this increased net benefit is the displacement of Tier 2 water with recycled water, SAR in-flow, and, in the period 2007-2024, with forgiveness for 400,000 AF of Basin over-draft to attain hydraulic control. Under peace I conditions, the present value of total Tier 2 water purchases over the period 2007-2030 is \$931 million, whereas, in the Peace II scenario, the present value of Tier 2 water purchases over the period is \$271 million. This decrease in Tier 2 water costs in the Peace II scenario was replaced with a combination of 400,000 AF of forgiveness for Basin over-draft and recycled water at the lower IEUA recycled water rate.⁴¹ The combined present value of cost of imported water and recycled water inputs in the Peace II scenario is \$1.0 billion, which represents a substantial reduction in the present value of water procurement cost from \$1.75 billion in the Peace I scenario.

Table 3 depicts the projected outcomes to individual agencies in the Peace II scenario for the year 2015. A comparison of these outcomes with those that emerge in the baseline scenario in Table 1 and the Peace I scenario in Table 2 provides a useful profile of the essential differences in Basin performance under Peace II conditions. Residual demand, which corresponds to the value Q^* in Figure 1, is identical in all three scenarios, as is the safe operating yield of the agencies and desalter production. The net agricultural pool transfer to the appropriative pool (48,530 AF) is between the values that emerge in the Peace I scenario (48,848 AF) and the baseline scenario (48,268 AF). Relative to the outcome under Peace I conditions, the new rules for assessing replenishment obligations for the over-allocated agricultural pool water redistribute the net returns away from the major land-use converters in the Basin (in particular, the City of Chino and Jurupa Community Services District).

Available Basin supply in the Peace II scenario in the year 2015 (208,199 AF) is considerably higher than the available Basin supply in the baseline scenario (123,554 AF) and Peace I scenario (148,346 AF), which leads to a commensurate reduction in imported water demand. Virtually the entire difference in imported water demand between the Peace I scenario and the Peace II scenario is the result of the 60,171 AF addition of recycled water (direct use plus groundwater replenishment).

The level of local storage in the Peace II scenario in, 53,293 AF, is lower than local storage levels in the baseline (107,054 AF) and Peace I scenarios (91,649 AF) due to the large influx of

⁴¹ The allocation of the 400,000 AF of forgiveness to meet the replenishment obligations of the desalters is implicitly valued at the Tier 2 rate, because each unit of forgiveness that is credited against the desalter replenishment obligation, which is valued directly in the model at the replenishment rate, "frees up" a unit of recharge capacity that allows a unit of Tier 2 water to be displaced on the extensive margin of supply.

reliable Basin water through the development of the recycling program and the acquisition of SAR inflow. This greater availability of Basin water supply also facilitates a richer pattern of water transfers in the Peace II scenario.

In total, Tier 2 water purchases in the year 2015 are 10,186 AF, which represents a substantial reduction from the 137,089 AF of Tier 2 water purchases that take place under baseline conditions (inclusive of the purchases required by in lieu recharge) and the 82,658 AF under Peace I conditions. Replenishment water purchases increase in the Peace II scenario from 31,533 AF in the Peace I scenario to 41,800 AF in the Peace II scenario. The increase in replenishment imports reflects the replacement of 35,267 AF of replenishment obligations in the Peace I scenario with SAR inflow and desalter forgiveness in the year 2015, less the 20,671 AF claim on recharge facilities associated with the groundwater recharge component of the recycled water program in the Peace II scenario. The decrease in Tier 2 water imports of 72,430 AF between the Peace I and Peace II scenario is the result of the displacement of Tier 2 water purchases with a combination of recycled water, SAR in-flow, and allowed over-draft.

Actual production among these eight agencies in the year 2015 (182,170 AF) is higher in the Peace II scenario than in the Peace I scenario (160,203 AF) and the baseline scenario (121,138 AF). This increment in Basin production relative to the Peace I scenario represents the increase in Basin supply resulting from the use of recycled water for groundwater recharge as well as small adjustments in storage loss and net storage requirements.⁴²

Finally, notice in the comparison of Tier 2 purchases by individual agencies in Tables 1-3 that the distribution of Tier 2 water purchases across individual agencies in the Basin differs in all three scenarios relative to the distributions of safe operating yield and the distribution of actual production. These elements together comprise the basis for the allocation of collective Basin net benefits to individual agencies, with the division of market benefits from Basin improvement activities determined by each agency's share of Tier 2 water purchases, and the allocation of cost determined through Watermaster formulas that are based either on a individual agency's share of actual production to total Basin production or on a individual agency's share of safe operating yield. Differences in the distributions of these three key values across individual agencies in the Basin are responsible for inequalities in the distribution the net benefit from the various program elements that improve the management of Chino Basin water resources.

⁴² Recycled water for direct use offsets urban water demand, but does not otherwise influence Basin production.

Table 3: Year 2015 Outcome Under Peace II Scenario

Component	Appropriator								Total
	Chino	Chino Hills	Ontario	Upland	Cucamonga	Monte Vista	Jurupa	Pomona	
Urban Water Demand	26,200	24,700	66,600	22,500	72,500	14,100	36,350	30,264	293,214
Available Surface Water	0	0	0	5,200	3,000	0	500	0	8,700
Available Other Groundwater	0	0	0	3,800	5,400	0	0	1,884	11,084
<i>Residual Demand</i>	<i>26,200</i>	<i>24,700</i>	<i>66,600</i>	<i>13,500</i>	<i>64,100</i>	<i>14,100</i>	<i>35,850</i>	<i>28,380</i>	<i>273,430</i>
Safe Operating Yield	4,034	2,111	11,374	2,852	3,619	4,824	2,061	11,216	42,092
New Yield	883	462	2,489	624	792	2,455	451	2,489	10,645
Net Ag Transfer	10,103	2,176	7,559	1,581	2,560	2,739	15,599	6,215	48,530
Desalter Water Supply	5,000	4,200	5,000	0	0	0	19,922	0	34,122
Storage & Recovery	527	658	3,671	1,364	5,160	1,801	909	909	15,000
Recycled Water, Direct Use	6,300	4,000	8,800	0	15,900	500	2,500	1,500	39,500
Recycled Water, Replenishment	2,402	2,188	5,590	2,450	5,304	1,070	1,667	0	20,671
<i>Available Supply</i>	<i>29,248</i>	<i>15,796</i>	<i>44,482</i>	<i>8,871</i>	<i>33,336</i>	<i>11,990</i>	<i>42,181</i>	<i>22,294</i>	<i>208,199</i>
Net Storage	0	69	527	-153	5	94	0	217	759
Transfers	-3,048	2,784	7,026	1,389	9,546	684	-6,331	1,955	14,004
<i>Import Demand</i>	<i>0</i>	<i>6,190</i>	<i>15,619</i>	<i>3,087</i>	<i>21,223</i>	<i>1,520</i>	<i>0</i>	<i>4,347</i>	<i>51,986</i>
Local Storage	0	6,360	15,798	3,306	21,974	1,507	0	4,347	53,293
Replenishment Purchases	0	4,977	12,559	2,482	17,064	1,222	0	3,495	41,800
Tier 2 Purchases	0	1,213	3,060	605	4,158	298	0	852	10,186
Actual Production	19,900	14,516	42,550	10,227	26,762	12,159	33,350	22,706	182,170
Watermaster Assessments	\$707	\$447	\$1,368	\$327	\$804	\$411	\$1,129	\$753	\$5,946

Figure 3 compares the benefit received by each agency from reduced water procurement costs to the increase in assessment cost that result from the implementation of the program elements in the Peace II scenario. The program costs in the Peace II scenario do not differ substantively from program costs in the Peace I scenario, and represent an overall increase from \$17 million to \$143.2 million in present value terms. The program benefits in present value terms in the Peace II scenario are reflected in the decrease in water procurement costs from \$2.1 billion under baseline conditions to \$1.1 billion in the Peace II scenario.

City of Ontario and Cucamonga Valley Water District receive the largest share of the benefits resulting from the Peace II program elements, while the assessment costs resulting from the Peace II program elements are notably smaller and distributed more equally across the agencies. In total, the City of Ontario and Cucamonga Valley Water District together receive 56 percent of the benefit of decreased water procurement costs and incur 39 percent of the increase in assessment costs.

Baseline vs. Peace II Benefit-Cost Comparison

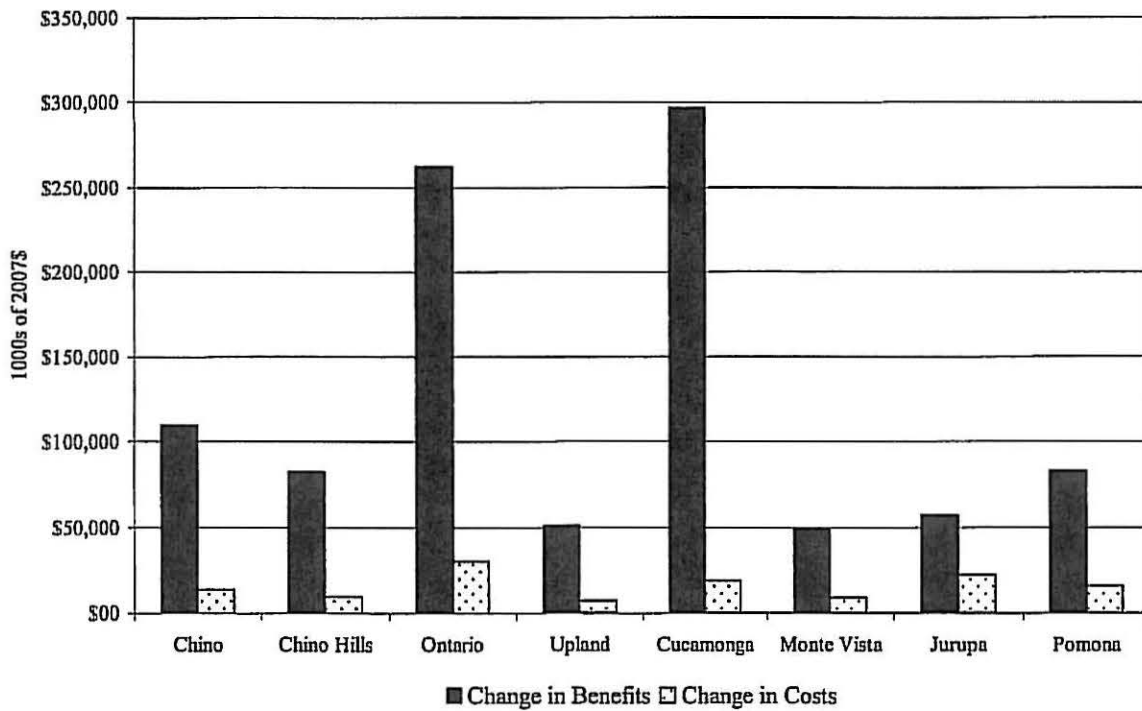


Figure 3

Distribution of Net Benefit, Peace II vs. Baseline (\$/per AF)

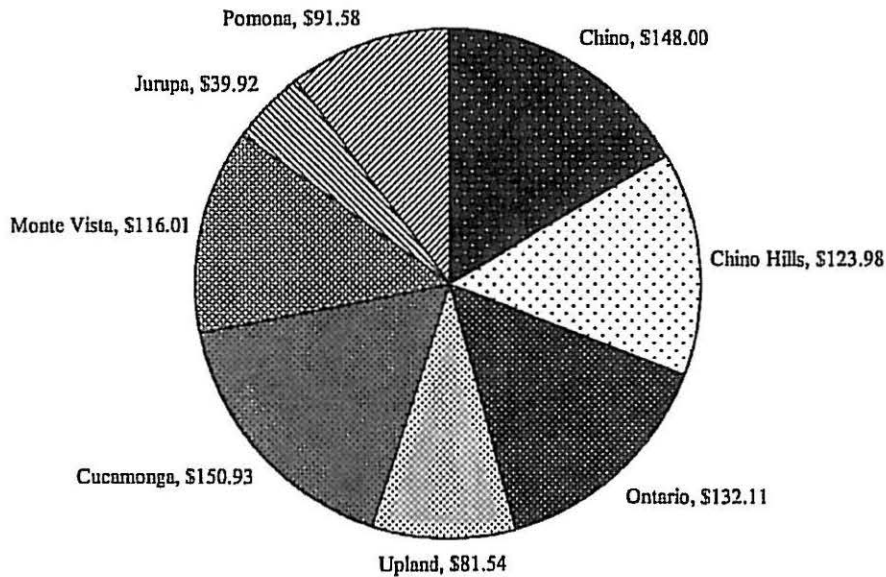


Figure 4

Figure 4 depicts the distribution of net benefits per acre-foot of residual water demand across individual agencies in the Basin resulting from the program elements in the Peace II scenario. Overall, the present value of the net benefit to all parties over the 24 year horizon resulting from a move from baseline conditions to Peace conditions is \$905 million and the total projected water demand over this period is 9.1 million AF, which implies an average return of \$98.53 per acre-foot to the agencies encompassed by the study.

Noting, as before, that Fontana Union Water Company and San Antonio Water Company have available surface water and other groundwater supplies in excess of their demand, and controlling for agency scale on the basis of residual demand for Basin water among the remaining producers, the net benefit resulting from the combined program elements in the Peace II Agreement lies between \$39.92/AF for Jurupa CSD to \$150.93 for Cucamonga Valley Water District.

The net benefit/AF received by Jurupa Community Services District is significantly smaller than the net benefit/AF received by other producers, because of systematic differences in the way this agency meets consumer water demand. Jurupa Community Services District is disadvantaged in the ability to capitalize on program elements that improve Basin performance by the large share of desalter water for urban water supply it receives, which cannot be defrayed by the development of new Basin supplies, and by a negligible reliance on imported water from MWD.

Among the remaining agencies, the Cities of Pomona and Upland receive a smaller share of the net benefit/AF, while Monte Vista Water District, the Cities of Chino, Ontario, Upland, and Chino Hills, and Cucamonga Valley Water District each receive a net benefit/AF above \$116/AF.

7. Alternative Scenarios

This section examines the sensitivity of the results to variations in various assumptions underlying the model. In theory, each of the factors considered here has the potential to change the relative rankings among agencies with respect to benefits per acre-foot. For example, increasing the cost of capital will tend to elevate the ranking of agencies that receive benefits in early years. These sensitivity analyses are intended to bracket actual results and measure the sensitivity of outcomes to changes in assumptions.

Five parameters are varied and the model results are recalculated in each case. The alternative scenarios considered are: (i) variation in the share of the desalter replenishment obligation attributed to the appropriate pool in the baseline case; (ii) variation in the discount rate; (iii) variation in Urban Water Demands; (iv) variation in the availability of Tier 1 water to agencies in the Basin; and (v) increases in effective recycled water prices due to the long-run average cost of recycled water infrastructure improvements.

The model results are most sensitive to the scenario in which all Tier 2 water purchases in the model are replaced with Tier 1 water purchases at the lower MWD rate. The results of this scenario are shown in Table 4. This scenario provides a bracketing assumption on the value of the outside water options available to agencies and it is unlikely that each agency can meet annual increases in urban water demand every year with a continued expansion of Tier 1 purchases. To the extent that individual agencies differ in their access to Tier 1 water, moreover, market forces would lead to a displacement of Tier 2 water purchases on the extensive margin of supply before any displacement occurs of Tier 1 water purchases, so that a model that considered a relatively equal mix of Tier 1 and Tier 2 water supplies would not result in values near the midpoint between the Tier 1 scenario and the Tier 2 scenario. Nonetheless, the total net benefit in the Basin under Peace II scenario remains high—\$611.7 million (\$88.89/AF)—even when the entire increase in Basin supply is valued at the displacement cost of Tier 1 water.

The model results are fairly robust to variations in the remaining parameters. In total, the net benefit of the Peace II program elements varies across the scenarios in a range between \$806.7 million - \$864.4 million (\$87.87/AF - \$104.22/AF) in each scenario, relative to the \$904.6 million (\$98.53/AF) at baseline levels of the parameters.

Table 4: Tier 2 Replaced By Tier 1

	Net Benefit (1000s of \$)		Net Benefit/AF	
	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Baseline</i>	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Baseline</i>
City of Chino	\$8,549	\$77,828	\$13.18	\$120.03
City of Chino Hills	\$18	\$46,218	\$0.03	\$77.92
City of Ontario	\$1,451	\$148,970	\$0.83	\$84.73
City of Upland	\$328	\$27,599	\$0.61	\$51.04
Cucamonga Valley Water District	\$14,025	\$175,240	\$7.61	\$95.10
Fontana Union Water Co.	\$1,451	\$26,880		
Monte Vista Water District	(\$2,090)	\$27,005	(\$5.99)	\$77.39
San Antonio Water Company	\$342	\$6,337		
Jurupa CSD	\$10,611	\$29,242	\$12.01	\$33.11
City of Pomona	(\$5,720)	\$46,453	(\$7.76)	\$62.99
Total	\$28,965	\$611,773	\$3.15	\$66.63

Table 5: 50% of Desalter Obligation Paid by Ag Pool

	Net Benefit (1000s of \$)		Net Benefit/AF	
	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Baseline</i>	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Baseline</i>
City of Chino	\$15,450	\$91,122	\$23.83	\$140.53
City of Chino Hills	\$9,681	\$71,001	\$16.32	\$119.70
City of Ontario	\$28,888	\$218,613	\$16.43	\$124.34
City of Upland	\$6,017	\$40,661	\$11.13	\$75.20
Cucamonga Valley Water District	\$56,320	\$273,782	\$30.56	\$148.57
Fontana Union Water Co.	(\$2,836)	\$22,592		
Monte Vista Water District	\$1,232	\$34,687	\$3.53	\$99.41
San Antonio Water Company	(\$669)	\$5,326		
Jurupa CSD	\$13,297	\$32,779	\$15.06	\$37.11
City of Pomona	(\$5,280)	\$54,068	(\$7.16)	\$73.31
Total	\$122,101	\$844,632	\$13.30	\$91.99

Table 6: 5.5% Discount Rate

	Net Benefit (1000s of \$)		Net Benefit/AF	
	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Baseline</i>	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Baseline</i>
City of Chino	\$17,681	\$84,906	\$27.27	\$130.95
City of Chino Hills	\$11,108	\$65,916	\$18.73	\$111.13
City of Ontario	\$38,234	\$207,227	\$21.75	\$117.86
City of Upland	\$8,595	\$39,560	\$15.90	\$73.16
Cucamonga Valley Water District	\$54,862	\$247,990	\$29.77	\$134.57
Fontana Union Water Co.	\$4,231	\$26,907		
Monte Vista Water District	\$6,265	\$36,087	\$17.95	\$103.42
San Antonio Water Company	\$997	\$6,343		
Jurupa CSD	\$13,877	\$31,426	\$15.71	\$35.58
City of Pomona	\$7,315	\$60,400	\$9.92	\$81.90
Total	\$163,165	\$806,761	\$17.77	\$87.87

Table 7: 10% Conservation

	Net Benefit (1000s of \$)		Net Benefit/AF	
	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Baseline</i>	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Baseline</i>
City of Chino	\$18,131	\$88,819	\$31.07	\$152.20
City of Chino Hills	\$13,070	\$70,172	\$24.48	\$131.45
City of Ontario	\$44,196	\$223,937	\$27.93	\$141.52
City of Upland	\$8,602	\$39,805	\$17.68	\$81.80
Cucamonga Valley Water District	\$64,718	\$268,848	\$39.02	\$162.10
Fontana Union Water Co.	\$4,989	\$30,656		
Monte Vista Water District	\$6,205	\$37,920	\$19.76	\$120.75
San Antonio Water Company	\$1,176	\$7,227		
Jurupa CSD	\$15,189	\$33,707	\$19.11	\$42.40
City of Pomona	\$6,788	\$63,259	\$10.23	\$95.30
Total	\$183,064	\$864,350	\$22.07	\$104.22

Table 8: 50% Increase in Recycled Water Price

	Net Benefit (1000s of \$)		Net Benefit/AF	
	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Baseline</i>	<i>Peace I vs. Baseline</i>	<i>Peace II vs. Baseline</i>
City of Chino	\$20,294	\$88,913	\$31.30	\$137.13
City of Chino Hills	\$12,217	\$69,270	\$20.60	\$116.78
City of Ontario	\$42,547	\$220,779	\$24.20	\$125.57
City of Upland	\$9,442	\$42,215	\$17.46	\$78.07
Cucamonga Valley Water District	\$60,667	\$262,234	\$32.92	\$142.30
Fontana Union Water Co.	\$4,839	\$30,268		
Monte Vista Water District	\$7,025	\$39,277	\$20.13	\$112.56
San Antonio Water Company	\$1,141	\$7,136		
Jurupa CSD	\$15,772	\$31,962	\$17.86	\$36.19
City of Pomona	\$8,189	\$66,517	\$11.10	\$90.19
Total	\$182,133	\$858,571	\$19.84	\$93.51

Attachment D

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Attachment "D"

2007 SUPPLEMENT
TO THE
IMPLEMENTATION PLAN
OPTIMUM BASIN MANAGEMENT PROGRAM
FOR THE
CHINO BASIN

INTRODUCTION

This document describes the supplement to the implementation plan for the Chino Basin Optimum Basin Management Program (OBMP), as determined through the 2007 "Peace II" process.

PROGRAM ELEMENT 1 DEVELOP AND IMPLEMENT
COMPREHENSIVE MONITORING PROGRAM

A. Production Monitoring Program

All active wells (except for minimum user wells) are now metered. Watermaster reads the production data from the meters on a quarterly basis and enters these data into Watermaster's relational database.

B. Surface Water Discharge and Quality Monitoring

Water Quality and Quantity in Recharge Basins. Watermaster measures the quantity and quality of storm and supplemental water entering the recharge basins. Pressure transducers or staff gauges are used to measure water levels during recharge operations. In addition to these quantity measurements, imported water quality values for State Water Project water are obtained from the Metropolitan Water District of Southern California (MWDSC) and recycled water quality values for the RP1 and RP4 treatment plant effluents are obtained from IEUA. Watermaster monitors the storm water quality in the eight major channels (San Antonio, West Cucamonga, Cucamonga, Deer Creek, Day Creek, San Sevaine, West Fontana, and DeClez) usually after each major storm event. Combining the measured flow data with the respective water qualities enables the

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calculation of the blended water quality in each recharge basin, the “new yield” to the Chino Basin, and the adequate dilution of recycled water.

Surface Water Monitoring in Santa Ana River (SAR). Watermaster measures the discharge of the river and selected water quality parameters to determine those reaches of the SAR that are gaining flow from Chino Basin and/or, conversely, those reaches that are losing flow into the Chino Basin. These bi-weekly flow and water quality measurements are combined with discharge data from permanent USGS and Orange County Water District (OCWD) stream gauges and discharge data from publicly owned treatment works (POTWs). These data are used in groundwater modeling to assess the extent of hydraulic control.

HCMP Annual Report

In January 2004, the RWQCB amended the Water Quality Control Plan (Basin Plan) for the Santa Ana River Basin to incorporate an updated total dissolved solids (TDS) and nitrogen (N) management plan. The Basin Plan Amendment includes both “antidegradation” and “maximum benefit” objectives for TDS and nitrate-nitrogen for the Chino and Cucamonga groundwater management zones. The application of the “maximum benefit” objectives relies on Watermaster and the IEUA’s implementation of a specific program of projects and requirements, which are an integral part of the OBMP. On April 15, 2005, the RWQCB adopted resolution R8-2005-0064; thus approving the Surface Water Monitoring Program and Groundwater Monitoring Program in support of maximum benefit commitments in the Chino and Cucamonga Basins. Watermaster and the IEUA completed the 2006 Annual Report, which summarizes the results for those two programs, and submitted it to the RWQCB on April 16, 2007 in partial fulfillment of maximum benefit commitments.

Chino Basin Recycled Water Groundwater Recharge Program

The IEUA, Watermaster, Chino Basin Water Conservation District, and San Bernardino County Flood Control District jointly sponsor the Chino Basin Recycled Water Groundwater Recharge Program. This is a comprehensive water supply program to enhance water supply reliability and improve the groundwater quality in local drinking water wells throughout the Chino Groundwater Basin by increasing the recharge of stormwater, imported water, and recycled water. The recharge program is regulated under RWQCB Order No. R8-2005-0033 and Monitoring and Reporting Program No. R8-2005-0033.

Monitoring Activities. Watermaster and the IEUA collect weekly and bi-weekly water quality samples from basins that are actively recharging recycled water and from lysimeters installed within those basins. Monitoring wells located down gradient of the recharge basins are sampled every two weeks during the reporting period for a total of about 100 samples.

Construction Activities. Lysimeters and monitoring wells associated with the RP-3, DeClez, and Ely Basins were installed in fiscal year (FY) 2006/07.

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C. Ground Level Monitoring Program

Watermaster developed a multifaceted land surface monitoring program to develop data for a long-term management plan for land subsidence in Management Zone 1 (MZ-1). The monitoring program consisted of three main elements:

- An aquifer system monitoring facility consisting of multiple depth piezometers and a dual bore extensometer.
- The application of synthetic aperture radar interferometry (InSAR) to measure historical land surface deformation.
- Benchmark surveys to measure land surface deformation, "ground truth" the InSAR data, and evaluate effectiveness of the long term management plan.

Following two years of data collection and analysis, Watermaster submitted the MZ-1 Summary Report in October 2005, which contained Guidance Criteria to minimize subsidence and fissuring. The Guidance Criteria included a listing of Managed Wells and their owners subject to the criteria, a map of the so-called Managed Area, an initial threshold water level (Guidance Level) of 245 feet below the top of the PA-7 well casing, and a plan for ongoing monitoring and notification. Since October 2005, the MZ-1 Summary Report and the Guidance Criteria contained therein have been discussed extensively by the parties involved, and were adopted by the Watermaster Board at its May 2006 Meeting. The final MZ-1 Subsidence Management Plan was adopted by the Watermaster Board at its June 2007 Meeting, was subsequently revised, and was submitted to the Court for approval at a hearing on November 15, 2007.

The MZ-1 monitoring program continues unabated. Water level monitoring expanded to the central regions of MZ-1 with the installation of transducers/data loggers at selected wells owned by the City of Chino, the Monte Vista Water District, and the City of Pomona. This expansion of the water level monitoring program is the initial effort to better understand the mechanisms behind ongoing land subsidence in this region.

PROGRAM ELEMENT 2 – DEVELOP AND IMPLEMENT COMPREHENSIVE RECHARGE PROGRAM

INTRODUCTION

Construction on the Chino Basin Facilities Improvement Project (CBFIP) Phase I was completed by December 31, 2005 at a cost of \$38M; 50% from a SWRCB Proposition 13 Grant, and 25% each from Watermaster and the IEUA. A CBFIP Phase II list of projects was developed by Watermaster and the IEUA, including monitoring wells, lysimeters, recycled water connections, SCADA system expansions, three MWDSC turnouts, and berm heightening and hardening. At a cost of approximately \$15M, these Phase II facilities will be financed through a 50% Grant from DWR and 25% each from Watermaster and the IEUA.

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In FY 2005-2006, the CBFIP Phase I facilities were able to recharge 49,000 AF of storm and supplemental water. By the start of FY 2009-2010, most of the basins will be able to operate on a 12 months per year basis with combinations of storm, imported, and recycled water, with occasional downtime for silt and organic growth removal. Operations and basin planning are coordinated through the Groundwater Recharge Coordinating Committee (GRCC) which meets monthly.

Update to the Recharge Master Plan. The Recharge Master Plan will be updated as frequently as necessary and not less than every five (5) years, to reflect an appropriate schedule for planning, design, and physical improvements as may be required to offset the controlled mining at the end of the Peace Agreement and the end of forgiveness for Desalter replenishment.

Coordination. Watermaster will ensure that the members of the Appropriative Pool will coordinate the development of their respective Urban Water Management Plans and Water Supply Master Plans with Watermaster as follows.

- (a) Watermaster will obtain from each Appropriator that prepares an Urban Water Management Plan and Water Supply Plan copies of their existing and proposed plans.
- (b) Watermaster will use the Plans in evaluating the adequacy of the Recharge Master Plan and other OBMP Implementation Plan program elements.
- (c) Each Appropriator will provide Watermaster with a draft in advance of adopting any proposed changes to their Urban Water Management Plans and in advance of adopting any material changes to their Water Supply Master Plans respectively in accordance with the customary notification routinely provided to other third parties to offer Watermaster a reasonable opportunity to provide informal input and informal comment on the proposed changes.
- (d) Any party that experiences the loss or the imminent threatened loss of a material water supply source will provide reasonable notice to Watermaster of the condition and the expected impact, if any, on the projected groundwater use.

Suspension. To ameliorate any long-term risks attributable to reliance upon un-replenished groundwater production by the Desalters, the annual availability of any portion of the 400,000 acre-feet set aside for forgiveness, is expressly subject to Watermaster making an annual finding it is in substantial compliance with the revised Watermaster Recharge Master Plan pursuant to Paragraph 7.3 above.

Acknowledgment re 6,500 Acre-Foot Supplemental Recharge. The Parties have made the following acknowledgments regarding the 6,500 Acre-Foot Supplemental Recharge:

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- (a) A fundamental premise of the Physical Solution is that all water users dependent upon Chino Basin will be allowed to pump sufficient waters from the Basin to meet their requirements. To promote the goal of equal access to groundwater within all areas and sub-areas of the Chino Basin, Watermaster has committed to use its best efforts to direct recharge relative to production in each area and sub-area of the Basin and to achieve long-term balance between total recharge and discharge. The Parties acknowledge that to assist Watermaster in providing for recharge, the Peace Agreement sets forth a requirement for Appropriative Pool purchase of 6,500 acre-feet per year of Supplemental Water for recharge in Management Zone 1 (MZ1). The purchases have been credited as an addition to Appropriative Pool storage accounts. The water recharged under this program has not been accounted for as Replenishment water.
- (b) Watermaster was required to evaluate the continuance of this requirement in 2005 by taking into account provisions of the Judgment, Peace Agreement and OBMP, among all other relevant factors. It has been determined that other obligations in the Judgment and Peace Agreement, including the requirement of hydrologic balance and projected replenishment obligations, will provide for sufficient wet-water recharge to make the separate commitment of Appropriative Pool purchase of 6,500 acre-feet unnecessary. Therefore, because the recharge target as described in the Peace Agreement has been achieved, further purchases under the program will cease and Watermaster will proceed with operations in accordance with the provisions of paragraphs (c), (d) and (e) below.
- (c) The parties acknowledge that, regardless of Replenishment obligations, Watermaster will independently determine whether to require wet-water recharge within MZ1 to maintain hydrologic balance and to provide equal access to groundwater in accordance with the provisions of this Section 8.4 and in a manner consistent with the Peace Agreement, OBMP and the Long Term Plan for Subsidence. Watermaster will conduct its recharge in a manner to provide hydrologic balance within, and will emphasize recharge in MZ1. Accordingly, the Parties acknowledge and agree that each year Watermaster shall continue to be guided in the exercise of its discretion concerning recharge by the principles of hydrologic balance.
- (d) Consistent with its overall obligations to manage the Chino Basin to ensure hydrologic balance within each management zone, for the duration of the Peace Agreement (until June of 2030), Watermaster will ensure that a minimum of 6,500 acre-feet of wet water recharge occurs within MZ1 on an annual basis. However, to the extent that water is unavailable for recharge or there is no replenishment obligation in any year, the obligation to recharge 6,500 acre-feet will accrue and be satisfied in subsequent years.

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- (1) Watermaster will implement this measure in a coordinated manner so as to facilitate compliance with other agreements among the parties, including but not limited to the Dry-Year Yield Agreements.
 - (2) In preparation of the Recharge Master Plan, Watermaster will consider whether existing groundwater production facilities owned or controlled by producers within MZ1 may be used in connection with an aquifer storage and recovery (“ASR”) project so as to further enhance recharge in specific locations and to otherwise meet the objectives of the Recharge Master Plan.
- (e) Five years from the effective date of the Peace II Measures, Watermaster will cause an evaluation of the minimum recharge quantity for MZ1. After consideration of the information developed in accordance with the studies conducted pursuant to paragraph 3 below, the observed experiences in complying with the Dry Year Yield Agreements as well as any other pertinent information, Watermaster may increase the minimum requirement for MZ1 to quantities greater than 6,500 acre-feet per year. In no circumstance will the commitment to recharge 6,500 acre-feet be reduced for the duration of the Peace Agreement.

Hydraulic Control. In accordance with the purpose and objective of the Physical Solution to “establish a legal and practical means for making the maximum reasonable beneficial use of the waters of the Chino Basin” (paragraph 39) and the identified Basin Management Parameters, Watermaster will manage the Basin to secure Hydraulic Control through controlled overdraft for a period of approximately 23 (twenty-three) years (Re-Operation). Hydraulic Control ensures that the water management activities in the Chino North Management Zone do not cause materially adverse impacts to the beneficial uses of the Santa Ana River downstream of Prado Dam. “Hydraulic Control” means the reduction of groundwater discharge from the Chino North Management Zone to the Santa Ana River to de minimus quantities. The Chino North Management Zone is more fully described and set forth in Exhibit 1 to this Appendix I.

Re-Operation. Independent of Watermaster determinations regarding Operating Safe Yield and without effect on or regard for the parties’ respective rights thereto in any year, Re-Operation of the Basin through the managed withdrawal of groundwater from the Basin is required to achieve and maintain Hydraulic Control. Given the expected water quality, increased yield and economic benefits associated with Hydraulic Control, a Re-Operation through coordinated and controlled overdraft is a prudent and efficient use of the Basin resources *to the extent* groundwater is required to achieve and maintain Hydraulic Control. “Re-operation” means the potential increase in the accumulated overdraft from 200,000 acre-feet previously authorized under Exhibit I over the period 1978 through 2017 to 600,000 acre-feet through 2030, with the 400,000 acre-feet increase being expressly allocated to meet the replenishment obligation of the Desalters. Accordingly, a cumulative change in storage of up to 400,000 acre-feet greater than initially authorized by the original Judgment may result. However, the use of

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water pumped pursuant to Re-operation is subject to the following limitations:

(a) Future Desalter Groundwater Production Facilities. Future Desalter groundwater production facilities will emphasize Production from the southern end of the Basin.

(b) The Material Physical Injury. Controlled overdraft must not cause material physical injury to any Party or the Basin.

(c) Proposed Schedule. An initial schedule for Re-Operation, including annual and cumulative quantities to be pumped through Re-Operation will be developed. Watermaster may modify the proposed schedule from time to time as it may be prudent under the circumstances, but only after first obtaining Court approval.

(d) Annual Accounting. Watermaster will prepare an annual summary accounting of the cumulative total of groundwater production and desalting from all authorized desalters and other activities authorized by the Optimum Basin Management Program in a schedule that: (i) identifies the total change in groundwater storage that will result from the Re-Operation; and (ii) characterizes and accounts for all water that is projected to be produced by all authorized desalters.

(e) Recharge and Replenishment Compliance. Watermaster must be in substantial compliance with its then existing recharge and replenishment plans and obligations, and will make an annual finding whether or not it is in compliance.

(f) Replenishment. Groundwater produced by Desalters in connection with Re-Operation to achieve Hydraulic Control will be replenished through, inter alia, the water made available through controlled overdraft.

(g) Suspension. Re-Operation and Watermaster's apportionment of controlled overdraft will not be suspended in the event that Hydraulic Control is secured in any year *before* the full 400,000 acre-feet has been produced so long as: (i) Watermaster has prepared, adopted and the Court has approved a contingency plan that establishes conditions and protective measures to avoid Material Physical Injury and that equitably addresses this contingency, and (ii) Watermaster continues to demonstrate a credible material progress toward obtaining sufficient capacity to recharge sufficient quantities of water to cause the Basin to return to a new equilibrium at the conclusion of the Re-Operation.

(h) Definition of Desalters. "Desalters" means the Chino I Desalter, the Chino I Expansion, the Chino II Desalter and Future Desalters, consisting of all the capital facilities' and processes that remove salt from the Basin water, including extraction wells, transmission facilities for delivery of groundwater to the Desalter. Desalter treatment and delivery facilities for the desalted water include pumping and storage facilities and treatment and

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disposal capacity in the Santa Ana Regional Interceptor.

PROGRAM ELEMENT 3 DEVELOP AND IMPLEMENT WATER SUPPLY PLAN FOR THE IMPAIRED AREAS OF THE BASIN, PROGRAM ELEMENT 5 DEVELOP AND IMPLEMENT REGIONAL SUPPLEMENTAL WATER PROGRAM

Construction on the Chino I Desalter Expansion and the Chino II Desalter facilities was completed in February 2006 and an application has been made for \$1.6 M in Proposition 50 funds to add 8 MGD of ion exchange capacity to the Chino II Desalter. As currently configured, the Chino I Desalter provides 2.6 MGD of treated (air stripping for VOC removal) water from Wells Nos. 1-4, 4.9 MGD of treated (ion exchange for nitrate removal) water from Wells Nos. 5-15, and 6.7 MGD of treated (reverse osmosis for nitrate and TDS removal) water from Wells Nos. 5-15 for a total of 14.2 MGD (16,000 AFY). The Chino II Desalter provides 4.0 MGD of ion exchange treated water and 6.0 MGD of reverse osmosis treated water from 8 additional wells for a total of 10.0 MGD (11,000 AFY).

Consultants to the City of Ontario and Western Municipal Water District recently completed their evaluation of three alternative configurations for expansion of the Chino Desalters. Their results are presented in the report "Chino Desalter Phase 3 Alternatives Evaluation," dated May 2007. Essentially, they found that the preferred alternative would be to construct a 10.5 mgd (10,600 AFY) expansion to the existing Chino II Desalter, with raw water coming from the existing Wells Nos. 13, 14, and 15. A new Chino Creek Well Field, required for hydraulic control of the basin, would replace the raw water lost from the Wells Nos. 13, 14, and 15. Negotiations are currently underway between the City of Ontario, WMWD, and JCSD to determine capacity allocations and cost sharing for the new facilities.

PROGRAM ELEMENT 4 DEVELOP AND IMPLEMENT COMPREHENSIVE GROUNDWATER MANAGEMENT PLAN FOR MANAGEMENT ZONE 1 (MZ1)

The occurrence of subsidence and fissuring in Management Zone 1 is not acceptable and should be reduced to tolerable levels or abated. The OBMP calls for a management plan to reduce or abate the subsidence and fissuring problems to the extent that it may be caused by production in MZ1.

In October 2005, Watermaster completed the MZ-1 Summary Report, including the Guidance Criteria. Since then the impacted parties have had numerous meetings to transform the Summary Report into a Long-term Management Plan. The Summary Report and the Guidance Criteria

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were adopted by the Watermaster Board in May 2006, and the Long-term Management Plan was adopted in June 2007, was subsequently revised, and was submitted to the Court for approval at a hearing on November 15, 2007..

PROGRAM ELEMENT 6 DEVELOP AND IMPLEMENT COOPERATIVE PROGRAMS WITH THE REGIONAL BOARD AND OTHER AGENCIES TO IMPROVE BASIN MANAGEMENT, and PROGRAM ELEMENT 7 SALT MANAGEMENT PROGRAM

On going discussions are being held with the RWQCB and the San Bernardino County Department of Airports in order to determine the engineering solution and costs for remediating the TCE plume at the Chino Airport. The consulting engineer for the SBCDA is currently characterizing the extent of off-site contamination and investigating remedial alternatives. For the Ontario Airport (OIA) plume, the Potentially Responsible Parties (PRPs) have been working with Watermaster to quantify the depth and extent of the TCE plume. At the Stringfellow site, the consultants to DHS have been investigating whether the perchlorate plume from the site adds to the existing perchlorate levels in the Santa Ana River, or whether the perchlorate plume is diverted towards the Chino II Desalter well field. Lastly, Watermaster continues to monitor the activities of General Electric's (GE) remediation at the Flat Iron facility and their efforts to develop a new location for recharge of their treated effluent.

MZ-3 Monitoring Program.

The former Kaiser plume has been incorporated into an overall monitoring program for the MZ-3 area. The MZ-3 monitoring program is also assessing the groundwater quality impairment from total dissolved solids (TDS), nitrate, and perchlorate. Quarterly samples will now be collected from all 4 wells to help recharacterize the Kaiser plume.

Ontario International Airport (OIA) Volatile Organic Chemical Plume.

Watermaster has provided water quality, water level, and well construction data from more than 400 private wells and 200 public wells to the RWQCB, which in turn forwarded the database to the PRPs pursuant to their request. Subsequently the PRPs submitted their sampling work plan and health and safety plan for the well installation and sampling.

Chino Airport VOC Plume.

Watermaster met with the RWQCB, the San Bernardino County Department of Airports, and their consultant Tetra Tech on April 18, May 25, and June 26, 2007 to discuss a joint remediation of the VOC plume from the airport. Such a joint remediation would help address other issues in the southwestern portion of Chino Basin such as maintenance of hydraulic control and the provision of high quality drinking water in an area of increasing demand. As a result of these meetings, Watermaster agreed to provide a database containing well construction information, water quality, water levels, and production for wells located southwest of the Chino airport. In

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addition, Watermaster provided results from sampling all the wells in this location to provide up-to-date analytical data on all the possible contaminants in these wells. These data are being reviewed with Tetra Tech to begin the engineering of appropriate remedial actions.

GE Flat Iron Remediation.

Finally, with respect to the GE Flat Iron remediation, GE conducted a screening of options for the disposal of treated effluent from their operational pump and treat facilities. Currently, GE discharges their effluent into the Ely Basins, where it percolates back into the groundwater. However, this operation limits Watermaster's ability to recharge recycled water into the Ely Basins and, consequently, Watermaster has asked that GE develop alternative disposal means. As a result of their screening, GE has decided to investigate, in detail, the construction of groundwater injection wells that would be operated in conjunction with their own recharge basin. GE completed their planning in December 2006 and began detailed design based upon the RWQCB's approval of the concept.

TDS and Nitrogen Monitoring Pursuant to the 2004 Basin Plan Amendment

Pursuant to the 2004 Basin Plan Amendment and the Watermaster/IEUA permit to recharge recycled water, Watermaster and the IEUA have conducted and will continue to conduct groundwater and surface water monitoring programs. Quarterly HCMP reports that summarize data collection efforts will continue to be submitted to the RWQCB.

PROGRAM ELEMENT 8 DEVELOP AND IMPLEMENT GROUNDWATER STORAGE MANAGEMENT PROGRAM, PROGRAM ELEMENT 9 DEVELOP AND IMPLEMENT STORAGE AND RECOVERY PROGRAMS

Currently, there is only one groundwater storage program approved in the Chino Basin: the 100,000 acre-ft Dry-Year Yield Program with the Metropolitan Water District of Southern California (MWD). The MWD, IEUA, and Watermaster are considering expanding this program by an additional 50,000 acre-ft to 150,000 acre-ft over the next few years. Watermaster is also considering an additional 150,000 acre-ft in programs with non-party water agencies.

Attachment E

Attachment "E"
Desalter Replenishment with Most Rapid Depletion of the Re-Operation Account
(acre-ft/yr)

Fiscal Year	Desalter Pumping	New Yield	Re-Operation			Residual Replenishment Obligation
			Replenishment Allocation for Desalter III	Replenishment Allocation to CDA	Balance	
					400,000	0
2006 / 2007	28,700	8,610	0	20,090	379,910	0
2007 / 2008	28,700	8,610	0	20,090	359,820	0
2008 / 2009	28,700	8,610	0	20,090	339,730	0
2009 / 2010	28,700	8,610	0	20,090	319,640	0
2010 / 2011	28,700	8,610	0	20,090	299,550	0
2011 / 2012	28,700	8,610	0	20,090	279,460	0
2012 / 2013	34,050	10,215	5,000	18,835	255,625	0
2013 / 2014	39,400	11,820	10,000	17,580	228,045	0
2014 / 2015	39,400	11,820	10,000	17,580	200,465	0
2015 / 2016	39,400	11,820	10,000	17,580	172,885	0
2016 / 2017	39,400	11,820	10,000	17,580	145,305	0
2017 / 2018	39,400	11,820	10,000	15,305	120,000	2,275
2018 / 2019	39,400	11,820	10,000		110,000	17,580
2019 / 2020	39,400	11,820	10,000		100,000	17,580
2020 / 2021	39,400	11,820	10,000		90,000	17,580
2021 / 2022	39,400	11,820	10,000		80,000	17,580
2022 / 2023	39,400	11,820	10,000		70,000	17,580
2023 / 2024	39,400	11,820	10,000		60,000	17,580
2024 / 2025	39,400	11,820	10,000		50,000	17,580
2025 / 2026	39,400	11,820	10,000		40,000	17,580
2026 / 2027	39,400	11,820	10,000		30,000	17,580
2027 / 2028	39,400	11,820	10,000		20,000	17,580
2028 / 2029	39,400	11,820	10,000		10,000	17,580
2029 / 2030	39,400	11,820	10,000		0	17,580
Totals	876,050	262,815	175,000	225,000		213,235

Attachment "E"

Desalter Replenishment with Proportional Depletion of the Re-Operation Account

(acre-ft/yr)

Fiscal Year	Desalter Pumping	New Yield	Re-Operation			Residual Replenishment Obligation
			Replenishment Allocation for Desalter III	Replenishment Allocation to CDA	Balance	
					400,000	0
2006 / 2007	28,700	8,610	0	7,371	392,629	12,719
2007 / 2008	28,700	8,610	0	7,371	385,258	12,719
2008 / 2009	28,700	8,610	0	7,371	377,886	12,719
2009 / 2010	28,700	8,610	0	7,371	370,515	12,719
2010 / 2011	28,700	8,610	0	7,371	363,144	12,719
2011 / 2012	28,700	8,610	0	7,371	355,773	12,719
2012 / 2013	34,050	10,215	5,000	8,745	342,028	10,090
2013 / 2014	39,400	11,820	10,000	10,119	321,908	7,461
2014 / 2015	39,400	11,820	10,000	10,119	301,789	7,461
2015 / 2016	39,400	11,820	10,000	10,119	281,670	7,461
2016 / 2017	39,400	11,820	10,000	10,119	261,551	7,461
2017 / 2018	39,400	11,820	10,000	10,119	241,431	7,461
2018 / 2019	39,400	11,820	10,000	10,119	221,312	7,461
2019 / 2020	39,400	11,820	10,000	10,119	201,193	7,461
2020 / 2021	39,400	11,820	10,000	10,119	181,073	7,461
2021 / 2022	39,400	11,820	10,000	10,119	160,954	7,461
2022 / 2023	39,400	11,820	10,000	10,119	140,835	7,461
2023 / 2024	39,400	11,820	10,000	10,119	120,715	7,461
2024 / 2025	39,400	11,820	10,000	10,119	100,596	7,461
2025 / 2026	39,400	11,820	10,000	10,119	80,477	7,461
2026 / 2027	39,400	11,820	10,000	10,119	60,357	7,461
2027 / 2028	39,400	11,820	10,000	10,119	40,238	7,461
2028 / 2029	39,400	11,820	10,000	10,119	20,119	7,461
2029 / 2030	39,400	11,820	10,000	10,119	0	7,461
Totals	876,050	262,815	175,000	225,000		213,235

Attachment F

ATTACHMENT "F"

DISCRETIONARY ACTIONS
TO AMEND WATERMASTER RULES AND REGULATIONS

Pursuant to the Judgment, the Peace Agreement and Watermaster Rules and Regulations, Watermaster will undertake the following actions:

I. Agricultural Pool Reallocation

A. Section 6.3(c) of the Watermaster Rules and Regulations shall be amended to read:

“(c) In the event actual Production from the Agricultural Pool does not exceed 82,800 acre-feet in any one year or 414,000 acre-feet in any five years but total allocation from all the uses set forth in section 6.3(a) above exceeds 82,800 in any year, the amount of water made available to the members of the Appropriative Pool under section 6.3(a) shall be reduced pro rata in proportion to the benefits received by each member of the Appropriative Pool through such allocation. This reduction shall be accomplished according to the following procedure:

1. All of the amounts to be made available under 6.3(a) shall be added together. This amount shall be the “Potential Acre-Feet Available” for Reallocation.
2. Each Appropriative Pool member’s requested share of the Potential Acre-Feet Available for Reallocation shall be determined. This share shall be expressed as a percentage share of the Potential Acre-Feet Available for Reallocation.
3. Each Appropriative Pool member’s share of the Potential Acre-Feet Available for Reallocation shall be reduced pro rata according to the percentage determined in 2 above.”

B. Section 6.3(d) of the Watermaster Rules and Regulations shall be added to read:

“(d) In the event actual Production from the Agricultural Pool does not exceed 82,800 acre-feet in any one year or 414,000 acre-feet in any five years and total Production from all the uses set forth in section 6.3(a) above does not exceed 82,800 acre-feet in any year, the amount of surplus water made available to the members of the Appropriative Pool shall be allocated according to the formula described in 6.3(c).”

- C. Section 9.6 of the Watermaster Rules and Regulations will be amended to include an articulated rule of construction that: "This provision will be construed by as permitting Watermaster to accept new voluntary agreements only to the extent that such voluntary agreements occur within areas eligible for conversion as described in Attachment 1 to the Judgment, previously added to the Judgment as an amendment by Order of the Court dated November 17, 1995."
- D. By Resolution, Watermaster will ratify all current Watermaster accounting practices with regard to Land Use Conversions, Assignments, voluntary agreements, Early Transfer, and reallocation of surplus Agricultural Pool water and continue to implement such provisions in a consistent manner.

II. Storage

- A. By Resolution, Watermaster has previously established a uniform loss percentage for all water held in storage at 2 percent, until it may be recalculated based upon the best available scientific information.
- B. Watermaster will impose a uniform loss against all water in storage in an amount of 2 (two) percent where the Party holding the storage account: (i) has previously contributed to the implementation of the OBMP as a Party to the Judgment, is in compliance with their continuing covenants under the Peace Agreement or in lieu thereof they have paid or delivered to Watermaster "financial equivalent" consideration to offset the cost of past performance prior to the implementation of the OBMP and (ii) promised continued future compliance with Watermaster Rules and Regulations. Where a Party has not satisfied the requirement of B(i) and B(ii) Watermaster will assess a 6 (six) percent loss. Following a Watermaster determination that Hydraulic Control has been achieved, Watermaster will assess losses of less than one 1 percent where the Party satisfies B(i) and B(ii).
- C. Section 8.1(f)(iii) a) and b) of Watermaster Rules and Regulations will be amended to substitute the date of July 1, 2010 for July 1, 2005.
- D. Section 8.2(a), (b), (g), (h) of Watermaster Rules and Regulations will be amended to substitute the date of July 1, 2010 for July 1, 2005.

III. Errors

- A. A new Section 3.3. of Watermaster Rules and Regulations and shall read as follows:

"3.3 Error Corrections. All reports or other information submitted to Watermaster by the parties shall be subject to a four-year limitations period regarding the correction of errors contained in such submittals. In addition, all information generated by Watermaster shall be subject to the same four-year

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limitations period. All corrections to errors shall apply retroactively for no more than four years.”

IV. Further Conforming Changes.

A. After consultation with the stakeholders, Watermaster may make further conforming changes to its Rules and Regulations to eliminate any inconsistencies with the Peace II measures and to more effectively implement the measures from time to time.

Date: _____

For CHINO BASIN WATERMASTER

Attachment G

September 21, 2007

Attachment "G"

**PURCHASE AND SALE AGREEMENT FOR
THE PURCHASE OF
WATER BY WATERMASTER
FROM OVERLYING (NON-AGRICULTURAL) POOL**

THIS AGREEMENT (Agreement) is dated 27th day of September, 2007, regarding the Chino Groundwater Basin.

RECITALS

WHEREAS, the Peace Agreement expressly authorized a transfer of water from the Overlying (Non-Agricultural) Pool to Watermaster for use as replenishment for the Desalters and for use in connection with a Storage and Recovery Program;

WHEREAS, Watermaster is evaluating its replenishment needs under the Judgment and several Storage and Recovery opportunities;

WHEREAS, Watermaster desires to purchase and the Overlying (Non-Agricultural) Pool desires to sell, all of the Non-Agricultural Pool water held in storage as of June 30, 2007;

WHEREAS, Watermaster is proposing an amendment to the Overlying (Non-Agricultural) Pool Pooling Plan set forth in Exhibit "G" to the Judgment whereby members of the Pool may offer water for purchase by Watermaster and thence the members of the Appropriate Pool under the process set forth therein;

NOW THEREFORE, in consideration of the mutual promises specified herein and by conditioning their performance under this Agreement upon the conditions precedent set forth herein, and for other good and valuable consideration, the Parties agree as follows:.

A. Peace Agreement Transfer. This purchase and sale agreement is in accordance with Section 5.3(e) of the Peace Agreement that provides that "parties to the Judgment with rights within the Non-Agricultural (Overlying) Pool shall have the additional rights to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter or for a Storage and Recovery Program."

B. Quantity. The quantity of water being made available to Watermaster by the Non-Agricultural (Overlying) Pool on a one-time basis ("Storage Transfer Quantity") is equivalent to the total quantity of water held in storage by the members of the Overlying (Non-Agricultural) Pool held in storage on June 30, 2007 ("Storage Quantity"), less a ten percent dedication for the purpose of Desalter Replenishment, less the quantity of water transferred pursuant to paragraph I below ("Special Transfer Quantity").

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C. **Notice.** Within twenty-four months of the final Court approval of this Agreement (“Effective Date”), and only with the prior approval of the Appropriative Pool, Watermaster will provide written **Notice of Intent to Purchase** the Non-Agricultural (Overlying) Pool water pursuant to Section 5.3(a) of the Peace Agreement, which therein identifies whether such payment will be in connection with Desalter Replenishment or a Storage and Recovery Program.

D. **Payment.** Commencing thirty (30) calendar days from the Notice of Intent to Purchase (“Payment Date”) Watermaster will pay to the Non-Agricultural Overlying Pool for each acre-foot of the Storage Transfer Quantity in accordance with the following schedule as the schedule is adjusted for inflation by the consumers price index (“cpi”) for San Bernardino County from May 31, 2006 until the Payment Date.:

1. \$215 times 1/4 of the Storage Transfer Quantity on the Payment Date.
2. \$220 times 1/4 of the Storage Transfer Quantity on the first anniversary of the Payment Date.
3. \$225 times 1/4 of the Storage Transfer Quantity on the second anniversary of the Payment Date
4. \$230 time 1/4 of the Storage Transfer Quantity on the third anniversary of the Payment Date.

However, all payments provided for herein, including inflation adjustments, are subject to an express price cap and will not exceed ninety-two (92) percent of the then prevailing MWD replenishment rate in any year.

E. **Dedication to Desalter Replenishment.** Upon Watermaster’s issuance of its written **Notice of Intent to Purchase**, and Watermaster’s tender of its initial payment on the Payment Date, ten (10) percent of the Storage Quantity will be dedicated for replenishment of Desalter production without compensation. Watermaster will receive but will not pay for this dedication.

F. **Use and Distribution.** Watermaster will take possession of the water made available pursuant to this Agreement and make use of and distribute the water made available in a manner consistent with Section 5.3(e) of the Peace Agreement.

G. **Condition Precedent.** This Agreement and the Parties performance hereunder are expressly conditioned upon Court approval of this Agreement.

H. **Early Termination.** This Agreement will expire and be of no further force and effect if: Watermaster does not issue its **Notice of Intent to Purchase** in accordance with Paragraph D above within twenty-four (24) months of Court approval. Upon Watermaster’s failure to satisfy the condition subsequent, the rights of the Non-Agricultural (Overlying) Pool will remain unaffected and without prejudice as result of their having executed this Agreement except that in the event of Early Termination, the Storage Transfer Quantity, will then be made available for purchase by Watermaster and thence the members of the Appropriative Pool in accordance with Paragraph 9.(iv) of Amended Exhibit G, the Overlying (Non-Agricultural) Pool,

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Pooling Plan, including the requirement of a ten percent dedication towards Desalter replenishment.

I. One Time Transfer in Furtherance of the Physical Solution and in Aid of Desalter Replenishment ("Special Transfer Quantity"). In consideration of the Overlying (Non-Agricultural) Pool members' irrevocable commitment made herein and it the Peace II Measures Watermaster will purchase and immediately make available the quantity of 8,530 acre-feet (less a ten percent dedication to Watermaster for Desalter Production) to the San Antonio Water Company (SAWCO) and Vulcan Materials, a member of the Overlying (Non-Agricultural) Pool under terms established as between those parties. This One Time Transfer is in addition to and without prejudice to the discretionary rights of the members of the Overlying (Non-Agricultural) Pool to make available and Watermaster and members of the Appropriative Pool to purchase water as Physical Solution transfers. No member of the Appropriative Pool, other than SAWCO assumes any responsibility for the purchase of this Special Transfer Quantity from Vulcan.

IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated:

NON-AGRICULTURAL OVERLYING POOL

By _____

Attachment H

September 21, 2007

Attachment "H"

**JUDGMENT AMENDMENT
to Paragraph 8**

The Paragraph 8 of the Judgment shall be amended to read as follows:

"8. The parties listed in Exhibits "C" and "D" are the owners or in possession of lands which overlie Chino Basin. As such, said parties have exercised overlying water rights in Chino Basin. All overlying rights owned or exercised by parties listed in Exhibits "C" and "D" have, in the aggregate, been limited by prescription except to the extent such rights have been preserved by self-help by said parties. Aggregate preserved overlying rights in the Safe Yield for Agricultural Pool use, including the rights of the State of California, total 82,800 acre-feet per year. Overlying rights for non-agricultural pool use total 7,366 acre-feet per year and are individually decreed for each affected party in Exhibit "D." No portion of the Safe Yield of Chino Basin exists to satisfy unexercised overlying rights and such rights have all been lost by prescription. However, uses may be made of Basin water on overlying lands which have no preserved overlying rights pursuant to the Physical Solution herein. All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom for the term of the Peace Agreement except that the members of the Overlying (Non-Agricultural) Pool shall have the right to Transfer or lease their quantified Production rights: (i) within the Overlying (Non-Agricultural) Pool; (ii) to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000; or (iii) in accordance with the Overlying-(Non-Agricultural) Pool Pooling Plan set forth in Exhibit "G."

Attachment I

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Attachment "I"

**JUDGMENT AMENDMENT
TO EXHIBIT G**

Exhibit G, the Overlying (Non-Agricultural) Pool Pooling Plan will be amended to revise Paragraph 5 to read as follows:

"5. Assessments.

(a) Replenishment Assessments. Each member of this Pool shall pay an assessment equal to the cost of replenishment water times the number of acre feet of production by such producer during the preceding year in excess of (a) his decreed share of the Safe Yield, plus (b) any carry-over credit under Paragraph 7 hereof.

(b) Administrative Assessments. In addition, the cost of the allocated share of Watermaster administration expense shall be recovered on an equal assessment against each acre-foot of production in the pool during such preceding fiscal year or calendar quarter; and in the case of Pool members who take substitute groundwater as set forth in Paragraph 8 hereof, such producer shall be liable for its share of administration assessment, as if the water so taken were produced, up to the limit of its decreed share of Safe Yield.

(c) Special Project OBMP Assessment. Each year, every member of this Pool will dedicate ten (10) percent of their annual share of Operating Safe Yield to Watermaster or in lieu thereof Watermaster will levy a Special Project OBMP Assessment in an amount equal to ten percent of the Pool member's respective share of Safe Yield times the then-prevailing MWD Replenishment Rate.

And to renumber Paragraph 9 as Paragraph 10 and add Paragraph 9 to read as follows:

"9. Physical Solution Transfers. All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom except that for the term of the Peace Agreement the members of the Overlying (Non-Agricultural) Pool shall have the discretionary right to Transfer or lease their quantified Production rights and carry-over water held in storage accounts in quantities that each member may from time to time individually determine as Transfers in furtherance of the Physical Solution: (i) within the Overlying (Non-Agricultural) Pool; (ii) to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000; (iii) in conformance with the procedures described in Paragraph I of the Purchase and Sale Agreement for the Purchase of Water by Watermaster from Overlying (Non-Agricultural Pool dated June 30, 2007; or (iv) to Watermaster and thence to members of the Appropriative Pool in accordance with the following guidelines and those procedures Watermaster may further provide in Watermaster's Rules and Regulations:

(a) By December 31 of each year, the members of the Overlying (Non-Agricultural) Pool shall notify Watermaster of the amount of water each member shall make available in their individual discretion for purchase by the Appropriators. By January 31 of each year,

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Watermaster shall provide a Notice of Availability of each Appropriator's pro-rata share of such water;

(b) Except as they may be limited by paragraph 9(e) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the supply made available from the Overlying (Non-Agricultural) Pool at the price established in 9(d) below. Each Appropriative Pool member's pro-rata share of the available supply will be based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

(c) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9(b) above and at the price established in Paragraph 9(d) below. Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.

(d) Commensurate with the cumulative commitments by members of the Appropriative Pool pursuant to (b) and (c) above, Watermaster will purchase the surplus water made available by the Overlying (Non-Agricultural) Pool water on behalf of the members of the Appropriative Pool on an annual basis at 92% of the then-prevailing "MWD Replenishment Rate" and each member of the Appropriative Pool shall complete its payment for its determined share of water made available by June 30 of each year.

(e) Any surplus water cumulatively made available by all members of the Overlying (Non-Agricultural) Pool that is not purchased by Watermaster after completion of the process set forth herein will be pro-rated among the members of the Pool in proportion to the total quantity offered for transfer in accordance with this provision and may be retained by the Overlying (Non-Agricultural) Pool member without prejudice to the rights of the members of the Pool to make further beneficial use or transfer of the available surplus.

(f) Each Appropriator shall only be eligible to purchase their pro-rata share under this procedure if the party is: (i) current on all their assessments; and (ii) in compliance with the OBMP.

(g) The right of any member of the Overlying (Non-Agricultural) Pool to transfer water in accordance with this Paragraph 9(a)-(c) in any year is dependent upon Watermaster making a finding that the member of the Overlying (Non-Agricultural) Pool is using recycled water where it is both physically available and appropriate for the designated end use in lieu of pumping groundwater.

(h) Nothing herein shall be construed to affect or limit the rights of any Party to offer or accept an assignment as authorized by the Judgment Exhibit "G" paragraph 6 above, or to affect the rights of any Party under a valid assignment."

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Attachment "I-1"
Map Re-Operation

SB 441272 v2:008350.0001

Attachment J

September 21, 2007

Attachment "J"

JUDGMENT AMENDMENT
to Exhibit I

Exhibit "I" "ENGINEERING APPENDIX" is amended to read as follows:

1. **Basin Management Parameters.** In the process of implementing the physical solution, Watermaster shall consider the following parameters:

(a) **Pumping Patterns.** Chino Basin is a common supply for all persons and agencies utilizing its waters. It is an objective in management of the Basin's waters that no producer be deprived of access to said waters by reason of unreasonable pumping patterns, nor by regional or localized recharge of replenishment water, insofar as such result may be practically avoided.

(b) **Water Quality.** Maintenance and improvement of water quality is a prime consideration and function of management decisions by Watermaster.

(c) **Economic Considerations.** Financial feasibility, economic impact and the cost and optimum utilization of the Basin's resources and the physical facilities of the parties are objectives and concerns equal in importance to water quantity and quality parameters.

2. **Hydraulic Control and Re-Operation.** In accordance with the purpose and objective of the Physical Solution to "establish a legal and practical means for making the maximum reasonable beneficial use of the waters of the Chino Basin" (paragraph 39) including but not limited to the use and recapture of reclaimed water (paragraph 49(a)) and the identified Basin Management Parameters set forth above, Watermaster will manage the Basin to secure and maintain Hydraulic Control through controlled overdraft.

(a) **Hydraulic Control.** "Hydraulic Control" means the reduction of groundwater discharge from the Chino North Management Zone to the Santa Ana River to de minimus quantities. The Chino North Management Zone is more fully described and set forth in Attachment I-1 to this Engineering Appendix. By obtaining Hydraulic Control, Watermaster will ensure that the water management activities in the Chino North Management Zone do not cause materially adverse impacts to the beneficial uses of the Santa Ana River downstream of Prado Dam.

(b) **Re-Operation.** "Re-Operation" means the controlled overdraft of the Basin by the managed withdrawal of groundwater for the Desalters and the potential increase in the cumulative un-replenished Production from 200,000 acre-feet authorized by paragraph 3 below, to 600,000 acre feet for the express purpose of securing and maintaining Hydraulic Control as a component of the Physical Solution.

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[1] The increase in the controlled overdraft herein is separate from and in addition to the 200,000 acre-feet of accumulated overdraft authorized in paragraph 3(a) and 3(b) below over the period of 1978 through 2017.

[2] "Desalters" means the Chino I Desalter, the Chino I Expansion, the Chino II Desalter and Future Desalters, consisting of all the capital facilities and processes that remove salt from Basin water, including extraction wells and transmission facilities for delivery of groundwater to the Desalter. Desalter treatment and delivery facilities for the desalted water include pumping and storage facilities and treatment and disposal capacity in the Santa Ana Regional Interceptor.

[3] The groundwater Produced through controlled overdraft pursuant to Re-Operation does not constitute New Yield or Operating Safe Yield and it is made available under the Physical Solution for the express purpose of satisfying some or all of the groundwater Production by the Desalters until December 31, 2030. ("Period of Re-Operation").

[4] The operation of the Desalters, the Production of groundwater for the Desalters and the use of water produced by the Desalters pursuant to Re-Operation are subject to the limitations that may be set forth in Watermaster Rules and Regulations for the Desalters.

(5) Watermaster will update its Recharge Master Plan and obtain Court approval of its update, to address how the Basin will be contemporaneously managed to secure and maintain Hydraulic Control and operated at a new equilibrium at the conclusion of the period of Re-Operation. The Recharge Master Plan shall contain recharge projections and summaries of the projected water supply availability as well as the physical means to accomplish recharge projections. The Recharge Master Plan may be amended from time to time with Court approval.

(6) Re-Operation and Watermaster's apportionment of controlled overdraft in accordance with the Physical Solution will not be suspended in the event that Hydraulic Control is secured in any year *before* the full 400,000 acre-feet has been Produced without Replenishment, so long as: (i) Watermaster has prepared, adopted and the Court has approved a contingency plan that establishes conditions and protective measures that will avoid unreasonable and unmitigated material physical harm to a party or to the Basin and that equitably distributes the cost of any mitigation attributable to the identified contingencies; and (ii) Watermaster is in substantial compliance with a Court approved Recharge Master Plan.

3 **Operating Safe Yield.** Operating Safe Yield in any year shall consist of the Appropriative Pool's share of Safe Yield of the Basin, plus any accumulated overdraft of the Basin which Watermaster may authorize under 3(a) and 3(b) below. In adopting the Operating Safe Yield for any year, Watermaster shall be limited as follows:

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(a) Accumulated Overdraft. During this Judgment and Physical Solution, the overdraft accumulated from and after the effective date of the Physical Solution and resulting from an excess of Operating Safe Yield over Safe Yield shall not exceed 200,000 acre feet.

(b) Quantitative Limits. In no event shall Operating Safe Yield in any year be less than the Appropriative Pool's share of Safe Yield, nor shall it exceed such share of Safe Yield by more than 10,000 acre-feet. The Initial Operating Safe Yield is hereby set at 54,834 acre-feet per year. Operating Safe Yield shall not be changed upon less than five (5) years' notice by Watermaster.

Nothing contained in this paragraph shall be deemed to authorize directly or indirectly, any modification of the allocation of shares in Safe Yield to the overlying pools, as set forth in Paragraph 44 of the Judgment.

4. Groundwater Storage Agreements. Any agreements authorized by Watermaster for Storage of supplemental water in the available groundwater storage capacity of Chino Basin shall include, but not be limited to:

- (a) The quantities and term of the storage right.
- (b) A statement of the priority or relations of said right, as against overlying or Safe Yield uses, and other storage rights.
- (c) The procedure for establishing delivery rates, schedules and procedures which may include:
 - [1] spreading or injection, or
 - [2] in lieu deliveries of supplemental water for direct use.
- (d) The procedures for calculation of losses and annual accounting for water in storage by Watermaster.
- (e) The procedures for establishment and administration of withdrawal schedules, locations and methods.

Attachment K

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**PEACE II AGREEMENT:
PARTY SUPPORT FOR WATERMASTER'S OBMP
IMPLEMENTATION PLAN, –
SETTLEMENT AND RELEASE OF CLAIMS
REGARDING FUTURE DESALTERS**

WHEREAS, paragraph 41 of the Judgment entered in *Chino Basin Municipal Water District v. City of Chino* (San Bernardino Superior Court Case No. 51010) grants Watermaster, with the advice of the Advisory and Pool Committees, "discretionary powers in order to implement an Optimum Basin Management Program ("OBMP") for the Chino Basin";

WHEREAS, the Parties to the Judgment executed an agreement resolving their differences and pledging their support for Watermaster actions in accordance with specific terms in June of 2000 ("Peace Agreement");

WHEREAS, Watermaster approved Resolution 00-05, and thereby adopted the goals and objectives of the OBMP, the OBMP Implementation Plan and committed to act in accordance with the terms of the Peace Agreement;

WHEREAS, pursuant to Article IV, paragraph 4.2, each of the parties to the Peace Agreement agreed not to oppose Watermaster's adoption and implementation of the OBMP Implementation Plan attached as Exhibit "B" to the Peace Agreement;

WHEREAS, the Peace Agreement, the OBMP Implementation Plan and the Chino Basin Watermaster Rules and Regulations contemplate further actions by Watermaster in furtherance of its responsibilities under paragraph 41 of the Judgment and in accordance with the Peace Agreement and the OBMP Implementation Plan;

WHEREAS, the Parties to the Peace Agreement made certain commitments regarding the funding, design, construction and operation of Future Desalters;

WHEREAS, after receiving input from its stakeholders in the form of the Stakeholder's Non-Binding Term Sheet, Watermaster has proposed to adopt Resolution 07-05 attached as Exhibit "1" hereto to further implement the OBMP through a suite of measures commonly referred to and herein defined as "Peace II Measures", including but not limited to the 2007 Supplement to the OBMP, the Second Amendment to the Peace Agreement, amendments to Watermaster's Rules and Regulations, the purchase and sale of water within the Overlying (Non-Agricultural) Pool and certain Judgment amendments; and

NOW, THEREFORE, in consideration of the mutual promises specified herein and by conditioning their performance under this Agreement upon the conditions precedent set forth in Article III herein, the Watermaster Approval, and Court Order, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions.

- (a) "Desalters" means Desalters and Future Desalters collectively, as defined in the Peace Agreement.
- (b) "Hydraulic Control" means the reduction of groundwater discharge from the Chino North Management Zone to the Santa Ana River to de minimus quantities. The Chino North Management Zone is defined in the 2004 Basin Plan amendment (RWQCB resolution R8-2004-001) attached hereto as Exhibit "B."
- (c) "Leave Behind" means a contribution to the Basin from water held in storage within the Basin under a Storage and Recovery Agreement that may be established by Watermaster from time to time that may reflect any or all of the following: (i) actual losses; (ii) equitable considerations associated with Watermaster's management of storage agreements; and (iii) protection of the long-term health of the Basin against the cumulative impacts of simultaneous recovery of groundwater under all storage agreements.
- (d) "Re-Operation" means the controlled overdraft of the Basin by the managed withdrawal of groundwater Production for the Desalters and the potential increase in the cumulative un-replenished Production from 200,000 authorized by paragraph 3 of the Engineering Appendix Exhibit I to the Judgment, to 600,000 acre feet for the express purpose of securing and maintaining Hydraulic Control as a component of the Physical Solution.
- (e) Unless otherwise expressly provided herein, all definitions set forth in the Peace Agreement and the Judgment are applicable to the terms as they are used herein.

1.2 Rules of Construction.

- (a) Unless the context clearly requires otherwise:
 - (i) The plural and singular forms include the other;
 - (ii) "Shall," "will," "must," and "agrees" are each mandatory;
 - (iii) "May" is permissive;
 - (iv) "Or" is not exclusive;
 - (v) "Includes" and "including" are not limiting; and
 - (vi) "Between" includes the ends of the identified range.

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- (b) Headings at the beginning of Articles, paragraphs and subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used in construing it.
- (c) The masculine gender shall include the feminine and neuter genders and vice versa.
- (d) The word "person" shall include individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, water district and other entity of whatever nature.
- (e) Reference to any agreement (including this Agreement), document, or instrument means such agreement, document, instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms thereof.
- (f) Except as specifically provided herein, reference to any law, statute or ordinance, regulation or the like means such law as amended, modified, codified or reenacted, in whole or in part and in effect from time to time, including any rules and regulations promulgated thereunder.

ARTICLE II

COMPLIANCE WITH CEQA

- 2.1 Project Description. The proposed project description regarding the design, permitting, construction and operation of Future Desalter, securing Hydraulic Control through Basin Re-Operation is set forth in Attachment "A" to Watermaster Resolution 07-05 attached hereto as Exhibit "1."
- 2.2 Acknowledgment of IEUA as the Lead Agency for CEQA Review. IEUA has been properly designated as the "Lead Agency" for the purposes of completing environmental assessment and review of the proposed project.
- 2.3 Commitments are Consistent with CEQA. The Parties agree and acknowledge that no commitment will be made to carry out any "project" under the amendments to the OBMP and within the meaning of CEQA unless and until the environmental review and assessment that may be required by CEQA for that defined "project" have been completed.
- 2.4 Reservation of Discretion. Execution of this Agreement is not intended to commit any Party to undertake a project without compliance with CEQA or to commit the Parties individually or collectively to any specific course of action, which would result in the present approval of a future project.
- 2.5 No Prejudice by Comment or Failure to Comment. Nothing contained in environmental review of the Project, or a Party's failure to object or comment thereon, shall limit any

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Party's right to allege that "Material Physical Injury" will result or has resulted from the implementation of the OBMP or its amendment.

ARTICLE III
CONDITIONS PRECEDENT

- 3.1 Performance Under Articles IV-XII is Subject to Satisfaction of the Conditions Precedent. Each Party's obligations under this Agreement are subject to the satisfaction of the following conditions precedent on or before the dates specified below, unless satisfaction or a specified condition or conditions is waived in writing by all other Parties:
- (a) Watermaster approval of Resolution 07-05 in a form attached hereto as Exhibit "1," including the following Attachments thereto
 - (i) the amendments to the Chino Basin Watermaster Rules and Regulations set forth in Attachment "F" thereto.
 - (ii) the 2007 Supplement to the OBMP Implementation Plan set forth in Attachment "D" thereto.
 - (iii) the amendments to the Judgment set forth in Attachments "H, I, and J" thereto.
 - (iv) the Second Amendment to the Peace Agreement set forth in Attachment "L" thereto.
 - (v) the Purchase and Sale Agreement for the Purchase of Water by Watermaster From the Overlying (Non-Agricultural) Pool as set forth in Attachment G thereto.
 - (b) The execution of the proposed Second Amendment to the Peace Agreement by all Parties to the Peace Agreement .
 - (c) Court approval of the proposed Judgment Amendments and a further order of the Court directing Watermaster to proceed in accordance with the terms of the Peace II Measures as embodied in Resolution 07-05.

ARTICLE IV
MUTUAL ACKNOWLEDGEMENT AND COVENANTS

- 4.1 Acknowledgment of Peace II Measures. The collective actions of Watermaster set forth in Watermaster Resolution 07-05 and the Attachments thereto (Peace II Measures) constitute further actions by Watermaster in implementing the OBMP in accordance with the grant and limitations on its discretionary authority set forth under paragraph 41 of the Judgment
- 4.2 Non-Opposition. No Party to this Agreement shall oppose Watermaster's adoption of Resolution 07-05 and implementation of the Peace II measures as embodied therein

including the Judgment Amendments, Amendments to the Peace Agreement, the 2007 Supplement to the OBMP Implementation Plan and Amendments to the Chino Basin Watermaster's Rules and Regulations or to Watermaster's execution of memoranda of agreement that are not materially inconsistent with the terms contained therein. Notwithstanding this covenant, no party shall be limited in their right of participation in all functions of Watermaster as they are provided in the Judgment or to preclude a Party to the Judgment from seeking judicial review of Watermaster determinations pursuant to the Judgment or as otherwise provided in this Agreement.

- 4.3 Consent to Amendments. Each Party expressly consents to the Judgment amendments and modifications set forth in Watermaster's Resolution 07-05.
- 4.4 Non-Agricultural Pool Intervention. The Parties acknowledge and agree that any Party to the Judgment shall have the right to purchase Non-Agricultural overlying property within the Basin and appurtenant water rights and to intervene in the Non-Agricultural Pool.

ARTICLE V **FUTURE DESALTERS**

- 5.1 Purpose. Watermaster plans to coordinate and the Parties to the Judgment plan to arrange for the physical capacity and potable water use of water from the Desalters. Desalters in existence on the effective date of this Agreement will be supplemented to provide the required capacity to cumulatively produce approximately 40,000 acre-feet per year of groundwater from the Desalters by 2012.
- 5.2 2007 Supplement to the OBMP Implementation Plan. The OBMP Implementation Plan will be supplemented as set forth in the 2007 Supplement to the OBMP Implementation Plan to reflect that Western Municipal Water District ("WMWD"), acting independently or in its complete discretion with the City of Ontario ("Ontario") or the Jurupa Community Services District ("Jurupa") or both, will exercise good faith and reasonable best efforts to arrange for the design, planning, and construction of Future Desalters in accordance with the 2007 Supplement to the OBMP Implementation Plan, to obtain Hydraulic Control, further Re-Operation and support the Future Desalters.
- 5.3 Implementation. WMWD, acting independently or in its complete discretion with Ontario, Jurupa, or both, will exercise good faith and reasonable best efforts to arrange for the design, planning, and construction of Future Desalters in accordance with the 2007 Supplement to the OBMP Implementation Plan, to account for Hydraulic Control, Re-Operation and Future Desalters.
- (a) WMWD, acting independently or in its complete discretion with Ontario or Jurupa or both, will exercise good faith and reasonable best efforts to proceed in accordance with the timeline for the completion of design, permitting, finance and construction as attached hereto as Exhibit "2"
- (b) WMWD, acting independently or in its complete discretion with the City of Ontario or the Jurupa Community Services District or both, will provide quarterly progress reports to Watermaster and the Court.

- 5.4 Project Description. The Future Desalters will add up to 9 mgd to existing Desalters. This will include production capacity from new groundwater wells that will be located in the Southerly end of the Basin, as depicted in Exhibit "3" attached hereto and incorporated herein by this reference. The final design and construction of Future Desalters *may* depend on the terms and conditions that may be freely arrived at by fair bargaining among WMWD and the Chino Basin Desalter Authority ("CDA") or whether it is required to build stand-alone facilities or both. There are material yield benefits to the Parties to the Judgment that are achieved by obtaining Hydraulic Control through Basin Re-Operation. The extent of these benefits is somewhat dependent upon the final location of new production facilities within the southerly end of the Basin. Accordingly, Watermaster will ensure that the location of Future Desalter groundwater production facilities will achieve both Hydraulic Control and maximize yield enhancement by their location emphasizing groundwater production from the Southerly end of the Basin.
- 5.5 Implementing Agreements. Within twenty-four (24) months of the effective date, WMWD, acting independently or in its complete discretion with the City of Ontario or the Jurupa Community Services District or both, will exercise good faith and reasonable best efforts to complete final binding agreement(s) regarding Future Desalters that includes the following key terms:
- (a) Arrangements for WMWD's purchase of product water from CDA;
 - (b) Arrangements with CDA, Jurupa and other Chino Basin parties for the common use of existing facilities, if any;
 - (c) Arrangement with the owners of the SARI line;
 - (d) Arrangements with the Appropriative Pool regarding the apportionment of any groundwater produced as controlled overdraft in accordance with the Physical Solution between Desalters I, Desalters II on the one hand and the Future Desalters on the other hand;
 - (e) WMWD's payment to Watermaster to reimburse Parties to the Judgment for their historical contributions towards the OBMP, if any;
 - (f) The schedule for approvals and project completion.
- 5.6 Reservation of Discretion. Nothing herein shall be construed as committing WMWD, or any members of CDA to take any specific action(s) to accommodate the needs or requests of the other, Watermaster, or any Party to the Judgment, whatever the request may be.
- 5.7 Condition Subsequent. WMWD's obligation to execute a binding purchase agreement with CDA or to independently develop the Future Desalters is subject to the express condition subsequent that the total price per acre-foot of water delivered must not be projected to exceed the sum of the following: (i) the full MWD Tier II Rate; (ii) the MWD Treatment Surcharge calculated in terms of an annual average acre-foot charge; and (iii) \$150 (in 2006 dollars) per acre-foot of water delivered to account for water supply reliability.

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- (a) The full acre-foot cost to Western for Capital and O&M (assuming the priority allocation of controlled overdraft), includes:
 - (i) the delivery of the desalted water to its Mockingbird Reservoir or directly to the City of Norco,
 - (ii) any applicable ongoing Watermaster assessments, payments to CDA and JCSD and for SARI utilization.
- (b) Provided that if third-party funding, grants and a MWD subsidy under the Local Resources Program or otherwise should reduce Western's costs to an amount which is \$75 (in 2006 dollars) below the cap described in paragraph 5.5, Western will transmit an amount equal to fifty (50) percent of the amount less than the computed price cap less \$75 (in 2006 dollars) to Watermaster.
- (c) Western may elect to exercise its right of withdrawal under this paragraph 5.7 within 120 days following the later of: (1) completion of preliminary design; or (2) the certification of whatever CEQA document is prepared for the project, but not later than sixty (60) days thereafter and in no event after a binding water purchase agreement has been executed.

5.8 Limitations. The operation of the Future Desalters will be subject to the following limitations:

- (a) Well Location. New groundwater production facilities for the Future Desalters will be located in the southern end of the Basin to achieve the dual purpose of obtaining Hydraulic Control and increasing Basin yield.
 - (i) New wells will be constructed in the shallow aquifer system among Desalter I wells No. 1 through 4 and west of Desalter I.
 - (ii) So long as these wells produce at least one-half of the Future Desalter groundwater, the Future Desalters shall be entitled to first priority for the allocation of the 400,000 acre-feet of controlled overdraft authorized by the Judgment Amendments to Exhibit I.
- (b) Export. The export of groundwater from the Basin must be minimized. WMWD will present a plan for export minimization to the Watermaster for review and approval prior to operation of the Future Desalters.
 - (i) Watermaster will account for water imported and exported by WMWD.
 - (ii) Watermaster will prepare an initial reconciliation of WMWD's imports and exports at the end of the first ten (10) years of operation and every year thereafter to determine whether a "net export" occurred.

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- (iii) WMWD will pay an assessment, if any, on all "net exports" in accordance with Judgment Exhibit "H," paragraph 7(b) after the initial reconciliation is completed at the end of the first ten (10) years of operation.

ARTICLE VI
GROUNDWATER PRODUCTION BY AND
REPLENISHMENT FOR DESALTERS

- 6.1 Acknowledgment. The Parties acknowledge that the hierarchy for providing Replenishment Water for the Desalters is set forth in Article VII, paragraph 7.5 of the Peace Agreement, and that this section controls the sources of water that will be offered to offset Desalter Production.
- 6.2 Peace II Desalter Production Offsets. To facilitate Hydraulic Control through Basin Re-Operation, in accordance with the 2007 Supplement to the OBMP Implementation Plan and the amended Exhibits G and I to the Judgment, additional sources of water will be made available for purposes of Desalter Production and thereby some or all of a Replenishment obligation. With these available sources, the Replenishment obligation attributable to Desalter production in any year will be determined by Watermaster as follows:
- (a) Watermaster will calculate the total Desalter Production for the preceding year and then apply a credit against the total quantity from:
 - (i) the Kaiser account (Peace Agreement Section 7.5(a).);
 - (ii) dedication of water from the Overlying (Non-Agricultural) Pool Storage Account or from any contribution arising from an annual authorized Physical Solution Transfer in accordance with amended Exhibit G to the Judgment;
 - (iii) New Yield (other than Stormwater (Peace Agreement Section 7.5(b)));
 - (iv) any declared losses from storage in excess of actual losses enforced as a "Leave Behind";
 - (v) Safe Yield that may be contributed by the parties (Peace Agreement Section 7.5(c));
 - (vi) any Production of groundwater attributable to the controlled overdraft authorized pursuant to amended Exhibit I to the Judgment.
 - (b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriate Pool to meet any remaining replenishment obligation as follows.

- (i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit "G" paragraph 8(c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 6.2(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in Section 9.2 below. The Special OBMP Assessment will be assessed pro-rata on each member's share of Safe Yield, followed by
 - (ii) A Replenishment Assessment against the Appropriative Pool, pro-rata based on each Producer's combined total share of Operating Safe Yield and the previous year's actual production. Desalter Production is excluded from this calculation. However, if there is a material reduction in the net cost of Desalter product water to the purchasers of product water, Watermaster may re-evaluate whether to continue the exclusion of Desalter Production but only after giving due regard to the contractual commitment of the parties.
 - (iii) The quantification of any Party's share of Operating Safe Yield does not include the result of any land use conversions.
- (c) The rights and obligations of the parties, whatever they may be, regarding Replenishment Assessments attributable to all Desalters and Future Desalters in any renewal term of the Peace Agreement are expressly reserved and not altered by this Agreement.

ARTICLE VII

YIELD ACCOUNTING

- 7.1 New Yield Attributable to Desalters. Watermaster will make an annual finding as to the quantity of New Yield that is made available by Basin Re-Operation including that portion that is specifically attributable to the Existing and Future Desalters. Any subsequent recalculation of New Yield as Safe Yield by Watermaster will not change the priorities set forth above for offsetting Desalter production as set forth in Article VII, Section 7.5 of the Peace Agreement. For the initial term of the Peace Agreement, neither Watermaster nor the Parties will request that Safe Yield be recalculated in a manner that incorporates New Yield *attributable to the Desalters* into the determination of Safe Yield so that this source of supply will be available for Desalter Production rather than for use by individual parties to the Judgment.
- 7.2 Apportionment of Controlled Overdraft. Within twelve (12) months of the court approval and no later than December 1, 2008, with facilitation by Watermaster, WMWD and the Appropriative Pool will establish by mutual agreement the portion of the 400,000 acre-feet of the controlled overdraft authorized by the amendment to Exhibit "T" to the Judgment that will be allocated among the Desalters and pursuant to a proposed schedule.

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- (a) To the extent the groundwater wells for the Future Desalters pump at least fifty (50) percent groundwater from the southern end of the Basin as set forth in Exhibit "3" the *Future Desalters* will be entitled to first priority to the controlled overdraft authorized by the amendment to Exhibit "I" to the Judgment.
- (b) WMWD and the Appropriative Pool will exercise good faith and reasonable best efforts to arrive at a fair apportionment. Relevant considerations in establishing the apportionment include, but are not limited to: (i) the nexus between the proposed expansion and achieving Hydraulic Control;(ii) the nexus between the project and obtaining increased yield; (iii) the identified capital costs; (iv) operating and maintenance expenses; and (iv) the availability of third-party funding.
- (c) The parties will present any proposed agreement regarding apportionment to Watermaster. Watermaster will provide due regard to any agreement between WMWD and the Appropriative Pool and approve it so long as the proposal phases the Re-Operation over a reasonable period of time to secure the physical condition of Hydraulic Control and will achieve the identified yield benefits while at the same time avoiding Material Physical Injury or an inefficient use of basin resources.
- (d) If WMWD and the Appropriative Pool do not reach agreement on apportionment of controlled overdraft to Future Desalters, then no later than August 31, 2009, the members of the Appropriative Pool will submit a plan to Watermaster that achieves the identified goals of increasing the physical capacity of the Desalters and potable water use of approximately 40,000 acre-feet of groundwater production from the Desalters from the Basin no later than 2012. The Appropriative Pool proposal must demonstrate how it has provided first priority to the Future Desalters if the conditions of paragraph 7.2(a) are met.
- (e) Watermaster will have discretion to apportion the controlled overdraft under a schedule that reflects the needs of the parties and the need for economic certainty and the factors set forth in Paragraph 7.2(a) above. Watermaster may exercise its discretion to establish a schedule for Basin Re-Operation that best meets the needs of the Parties to the Judgment and the physical conditions of the Basin, including but not limited to such methods as "ramping up," "ramping down," or "straight-lining."
 - (i) An initial schedule will be approved by Watermaster and submitted to the Court concurrent with Watermaster Resolution 07-05.
 - (ii) Watermaster may approve and request Court approval of revisions to the initial schedule if Watermaster's approval and request are supported by a technical report demonstrating the continued need for access to controlled overdraft, subject to the limitations set forth in amended Exhibit "I" to the Judgment and the justification for the amendment.

7.3 Suspension. An evaluation of Watermaster's achievement of Basin outflow conditions, achievement of Hydraulic Control and compliance with Regional Board orders will be completed annually by Watermaster. Re-Operation and Watermaster's apportionment of controlled overdraft will not be suspended in the event that Hydraulic Control is secured in any year *before* the full 400,000 acre-feet has been produced so long as: (i) Watermaster has prepared, adopted and the Court has approved a contingency plan that establishes conditions and protective measures to avoid Material Physical Injury and that equitably distributes the cost of any mitigation attributable to the identified contingencies, and (ii) Watermaster is in substantial compliance with a Court approved Recharge Master Plan as set forth in Paragraph 8.1 below.

7.4 Storage: Uniform Losses. The Parties acknowledge that Watermaster has assessed a two (2)-percent loss on all groundwater presently held in storage to reflect the current hydrologic condition. As provided in the Peace Agreement, Watermaster will continue to maintain a minimum 2 (two) percent loss until substantial evidence exists to warrant the imposition of another loss factor. However, the Parties further acknowledge and agree that losses have been substantially reduced through the OBMP Implementation Plan and the operation of Desalters I and II and that once Hydraulic Control is achieved outflow and losses from the Basin will have been limited to *de minimis* quantities. Therefore, Watermaster may establish uniform losses for all water held in storage based on whether the Party has substantially contributed to Watermaster reducing losses and ultimately securing and maintaining Hydraulic Control.

(a) Pre-Implementation of the Peace Agreement. The uniform annual loss (leave behind) of six (6) percent will be applied to all storage accounts to address actual losses, management and equitable considerations arising from the implementation of the Peace Agreement, the OBMP Implementation Plan, the 2007 Supplement to the OBMP Implementation Plan, including but not limited to the Desalters and Hydraulic Control unless the Party holding the storage account: (i) has previously contributed to the implementation of the OBMP as a Party to the Judgment, is in compliance with their continuing covenants under the Peace Agreement or in lieu thereof they have paid or delivered to Watermaster "financial equivalent" consideration to offset the cost of past performance prior to the implementation of the OBMP and (ii) promised continued future compliance with Watermaster Rules and Regulations. In the event that a Party satisfies 7.4(a)(i) and 7.4(a)(ii) they will be assessed a minimum loss of two (2) percent against all water held in storage to reflect actual estimated losses. Watermaster's evaluation of the sufficiency of any consideration or financial equivalency may take into account the fact that one or more Parties to the Judgment are not similarly situated.

(b) Post-Hydraulic Control. Following Watermaster's determination that it has achieved Hydraulic Control and for so long as Watermaster continues to sustain losses from the Basin to the Santa Ana River at a *de minimis* level (less than one (1) percent), any Party to the Judgment (agency, entity or person) may qualify for the Post-Hydraulic Control uniform loss percentage of less than 1 percent if they meet the criteria of 7.4(a)(i) and 7.4(a)(ii) above.

- 7.5 Allocation of Losses. Any losses from storage assessed as a Leave Behind in excess of actual losses ("dedication quantity") will be dedicated by Watermaster towards groundwater Production by the Desalters to thereby avoid a Desalter replenishment obligation that may then exist *in the year* of recovery. Any dedication quantity which is not required to offset Desalter Production in the year in which the loss is assessed, will be made available to the members of the Appropriative Pool. The dedication quantity will be pro-rated among the members of the Appropriative Pool in accordance with each Producer's combined total share of Operating Safe Yield and the previous year's actual production. However, before any member of the Appropriative Pool may receive a distribution of any dedication quantity, they must be in full compliance with the 2007 Supplement to the OBMP Implementation Plan and current in all applicable Watermaster assessments.

ARTICLE VIII **RECHARGE**

- 8.1 Update to the Recharge Master Plan. Watermaster will update and obtain Court approval of its update to the Recharge Master Plan to address how the Basin will be contemporaneously managed to secure and maintain Hydraulic Control and subsequently operated at a new equilibrium at the conclusion of the period of Re-Operation. The Recharge Master Plan will be jointly approved by IEUA and Watermaster and shall contain recharge estimations and summaries of the projected water supply availability as well as the physical means to accomplish the recharge projections. Specifically, the Plan will reflect an appropriate schedule for planning, design, and physical improvements as may be required to provide reasonable assurance that following the full beneficial use of the groundwater withdrawn in accordance with the Basin Re-Operation and authorized controlled overdraft, that sufficient Replenishment capability exists to meet the reasonable projections of Desalter Replenishment obligations. With the concurrence of IEUA and Watermaster, the Recharge Master Plan will be updated and amended as frequently as necessary with Court approval and not less than every five (5) years. Costs incurred in the design, permitting, operation and maintenance of recharge improvements will be apportioned in accordance with the following principles.
- a. Operations and Maintenance. All future operations and maintenance costs attributable to all recharge facilities utilized for recharge of recycled water in whole or in part unfunded from third party sources, will be paid by the Inland Empire Utilities Agency ("IEUA") and Watermaster. The contribution by IEUA will be determined annually on the basis of the relative proportion of recycled water recharged bears to the total recharge from all sources in the prior year. For example, if 35 percent of total recharge in a single year is from recycled water, then IEUA will bear 35 percent of the operations and maintenance costs. All remaining unfunded costs attributable to the facilities used by Watermaster will be paid by Watermaster.
- i. IEUA reserves discretion as to how it assesses its share of costs.

ii. Watermaster will apportion its costs among the members of the stakeholders in accordance with Production, excluding Desalter Production.

iii. The operations and maintenance costs of water recharged by aquifer storage and recovery will not be considered in the calculation other than by express agreement.

b. Capital. Mutually approved capital improvements for recharge basins that do or can receive recycled water constructed pursuant to the Court approved Recharge Master Plan, if any, will be financed through the use of third party grants and contributions if available, with any unfunded balance being apportioned 50 percent each to IEUA and Watermaster. The Watermaster contribution shall be allocated according to shares of Operating Safe Yield. All remaining unfunded costs attributable to the facilities used by Watermaster will be paid by Watermaster.

8.2 Coordination. The members of the Appropriative Pool will coordinate the development of their respective Urban Water Management Plans and Water Supply Master Plans with Watermaster as follows.

- (a) Each Appropriator that prepares an Urban Water Management Plan and Water Supply Plans will provide Watermaster with copies of their existing and proposed plans.
- (b) Watermaster will use the Plans in evaluating the adequacy of the Recharge Master Plan and other OBMP Implementation Plan program elements.
- (c) Each Appropriator will provide Watermaster with a draft in advance of adopting any proposed changes to their Urban Water Management Plans and in advance of adopting any material changes to their Water Supply Master Plans respectively in accordance with the customary notification routinely provided to other third parties to offer Watermaster a reasonable opportunity to provide informal input and informal comment on the proposed changes.
- (d) Any party that experiences the loss or the imminent threatened loss of a material water supply source will provide reasonable notice to Watermaster of the condition and the expected impact, if any, on the projected groundwater use.

8.3 Continuing Covenant. To ameliorate any long-term risks attributable to reliance upon un-replenished groundwater production by the Desalters, the annual availability of any portion of the 400,000 acre-feet set aside as controlled overdraft as a component of the Physical Solution, is expressly subject to Watermaster making an annual finding about whether it is in substantial compliance with the revised Watermaster Recharge Master Plan pursuant to Paragraphs 7.3 and 8.1 above.

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8.4 Acknowledgment re 6,500 Acre-Foot Supplemental Recharge. The Parties make the following acknowledgments regarding the 6,500 Acre-Foot Supplemental Recharge:

- (a) A fundamental premise of the Physical Solution is that all water users dependent upon Chino Basin will be allowed to pump sufficient waters from the Basin to meet their requirements. To promote the goal of equal access to groundwater within all areas and sub-areas of the Chino Basin, Watermaster has committed to use its best efforts to direct recharge relative to production in each area and sub-area of the Basin and to achieve long-term balance between total recharge and discharge. The Parties acknowledge that to assist Watermaster in providing for recharge, the Peace Agreement sets forth a requirement for Appropriative Pool purchase of 6,500 acre-feet per year of Supplemental Water for recharge in Management Zone 1 (MZ1). The purchases have been credited as an addition to Appropriative Pool storage accounts. The water recharged under this program has not been accounted for as Replenishment water.
- (b) Watermaster was required to evaluate the continuance of this requirement in 2005 by taking into account provisions of the Judgment, Peace Agreement and OBMP, among all other relevant factors. It has been determined that other obligations in the Judgment and Peace Agreement, including the requirement of hydrologic balance and projected replenishment obligations, will provide for sufficient wet-water recharge to make the separate commitment of Appropriative Pool purchase of 6,500 acre-feet unnecessary. Therefore, because the recharge target as described in the Peace Agreement has been achieved, further purchases under the program will cease and Watermaster will proceed with operations in accordance with the provisions of paragraphs (c), (d) and (e) below.
- (c) The parties acknowledge that, regardless of Replenishment obligations, Watermaster will independently determine whether to require wet-water recharge within MZ1 to maintain hydrologic balance and to provide equal access to groundwater in accordance with the provisions of this Section 8.4 and in a manner consistent with the Peace Agreement, OBMP and the Long Term Plan for Subsidence." Watermaster will conduct its recharge in a manner to provide hydrologic balance within, and will emphasize recharge in MZ1. Accordingly, the Parties acknowledge and agree that each year Watermaster shall continue to be guided in the exercise of its discretion concerning recharge by the principles of hydrologic balance.
- (d) Consistent with its overall obligations to manage the Chino Basin to ensure hydrologic balance within each management zone, for the duration of the Peace Agreement (until June of 2030), Watermaster will ensure that a minimum of 6,500 acre-feet of wet water recharge occurs within MZ1 on an annual basis. However, to the extent that water is unavailable for recharge or there is no replenishment obligation in any year, the obligation to recharge 6,500 acre-feet will accrue and be satisfied in subsequent years.
 - (1) Watermaster will implement this measure in a coordinated manner so as to

facilitate compliance with other agreements among the parties, including but not limited to the Dry-Year Yield Agreements.

- (2) In preparation of the Recharge Master Plan, Watermaster will consider whether existing groundwater production facilities owned or controlled by producers within MZ1 may be used in connection with an aquifer storage and recovery ("ASR") project so as to further enhance recharge in specific locations and to otherwise meet the objectives of the Recharge Master Plan.

- (e) Five years from the effective date of the Peace II Measures, Watermaster will cause an evaluation of the minimum recharge quantity for MZ1. After consideration of the information developed in accordance with the studies conducted pursuant to paragraph 3 below, the observed experiences in complying with the Dry Year Yield Agreements as well as any other pertinent information, Watermaster may increase the minimum requirement for MZ1 to quantities greater than 6,500 acre-feet per year. In no circumstance will the commitment to recharge 6,500 acre-feet be reduced for the duration of the Peace Agreement.

ARTICLE IX

9.1 Basin Management Assistance. Three Valleys Municipal Water District ("TVMWD") shall assist in the management of the Basin through a financial contribution of \$300,000 to study the feasibility of developing a water supply program within Management Zone 1 of the Basin or in connection with the evaluation of Future Desalters. The study will emphasize assisting Watermaster in meeting its OBMP Implementation Plan objectives of concurrently securing Hydraulic Control through Re-Operation while attaining Management Zone 1 subsidence management goals. Further, TVMWD has expressed an interest in participating in future projects in the Basin that benefit TVMWD. If TVMWD wishes to construct or participate in such future projects, TVMWD shall negotiate with Watermaster in good faith concerning a possible "buy-in" payment.

9.2 Allocation of Non-Agricultural Pool OBMP Special Assessment

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

(i)	City of Ontario.	80 af
(ii)	City of Upland	161 af
(iii)	Monte Vista Water District	213 af
(iv)	City of Pomona	220 af
(v)	Marygold Mutual Water Co	16 af
(vi)	West Valley Water District	15 af

b. In the eleventh year from the effective date of the Peace II Measures and in each year thereafter in which water may be available from the Overlying (Non-Agricultural) Pool in excess of identified Desalter replenishment obligations as determined in accordance with Section 6.2 above, any excess water (or financial equivalent) will be distributed pro rata among the members of the Appropriative Pool based upon each Producer's combined total share of Operating Safe Yield and the previous year's actual production.

ARTICLE X
SETTLEMENT AND RELEASE

- 10.1 Settlement. By its execution of this Agreement, the Parties mutually and irrevocably, fully settle their respective claims, rights and obligations, whatever they may be, regarding the design, funding, construction and operation of Future Desalters as set forth in and arising from Article VII of the Peace Agreement.
- 10.2 Satisfaction of Peace Agreement Obligation Regarding Future Desalters. The Parties' individual and collective responsibilities arising from the Part VII of the Peace Agreement and the OBMP Implementation Plan regarding the planning, design, permitting, construction and operation of Future Desalters, whatever they may be, are unaffected by this Agreement. However, upon the completion of a 10,000 AFY (9 mgd) expansion of groundwater production and desalting from Desalter II as provided for herein, the Parties will be deemed to have satisfied all individual and collective pre-existing obligations arising from the Peace Agreement and the OBMP Implementation Plan, whatever they may be, with regard to Future Desalters as described in Part VII of the Peace Agreement and the OBMP Implementation Plan.
- 10.3 Satisfaction of Pomona Credit. In recognition of the ongoing benefits received by TVMWD through the City of Pomona's anion exchange project, as its sole and exclusive responsibility, TVMWD will make an annual payment to Watermaster in an amount equal to the credit due the City of Pomona under Peace Agreement Paragraph 5.4(b) ("the Pomona Credit").
- (a) Within ninety (90) days of each five-year period following the Effective Date of this Agreement, in its sole discretion TVMWD shall make an election whether to continue or terminate its responsibilities under this paragraph. TVMWD shall provide written notice of such election to Watermaster.
 - (b) Watermaster will provide an annual invoice to TVMWD for the amount of the Pomona Credit.
 - (c) Further, in any renewal term of the Peace Agreement, TVMWD will continue to make an equivalent financial contribution which TVMWD consents to

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Watermaster's use for the benefit of MZ1, subject to the same conditions set forth above with respect to TVMWD's payment of the "Pomona Credit".

- (d) In the event TVMWD elects to terminate its obligation under this Paragraph, the Peace Agreement and the responsibility for satisfying the Pomona Credit will remain unchanged and unaffected, other than as it will be deemed satisfied for each five-year period that TVMWD has actually made the specified payment.

- 10.4 Release. Upon WMWD's completion of a 10,000 AFY (9 mgd) expansion of groundwater production and desalting in a manner consistent with the parameters set forth in this Agreement, each Party, for itself, its successors, assigns, and any and all persons taking by or through it, hereby releases WMWD and IEUA from any and all obligations arising from WMWD's and IEUA's responsibility for securing funding, designing, and constructing Future Desalters as set forth in or arising exclusively from Article VII of the Peace Agreement and the Program Elements 3, 6, and 7, OBMP Implementation Plan only, and each Party knowingly and voluntarily waives all rights and benefits which are provided by the terms and provisions of section 1542 of the Civil Code of the State of California, or any comparable statute or law which may exist under the laws of the State of California, in or arising from WMWD's and IEUA's responsibility for securing funding, designing, and constructing Future Desalters as set forth in or arising exclusively from Article VII of the Peace Agreement and the OBMP Implementation Plan only. The Parties hereby acknowledge that this waiver is an essential and material term of this release. The Parties, and each of them, acknowledge that Civil Code section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Each Party understands and acknowledges that the significance and consequence of this waiver of Civil Code section 1542 is the waiver of any presently unknown claims as described above, and that if any Party should eventually suffer additional damages arising out of the respective claim that Party will not be able to make any claim for those additional damages. Further, all Parties to this Agreement acknowledge that they consciously intend these consequences even as to claims for such damages that may exist as of the date of this Agreement but which are not known to exist and which, if known, would materially affect the Parties' respective decision to execute this Agreement, regardless of whether the lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

- 10.5 Assessments. In view of the substantial investments previously made and contemplated by Watermaster and the parties over the term of the Peace Agreement and in particular to implement the OBMP, the parties desire substantial certainty regarding Watermaster's principles of cost allocation. The principles set forth in the Peace Agreement and the

October 25, 2007

Peace II Measures including those stated herein, constitute a fair and reasonable allocation of responsibility among the stakeholders. Accordingly, other than in the event of an emergency condition requiring prompt action by Watermaster or to correct a manifest injustice arising from conditions not presently prevailing in the Basin and unknown to Watermaster and the parties and then only to the extent Watermaster retains discretion, Watermaster will maintain the principles of cost allocation for apportioning costs and assessments as provided in the Judgment and now implemented through the Peace Agreement and the Peace II Measures for the balance of the initial Term of the Peace Agreement. For the balance of the initial Term of the Peace Agreement, the parties to the Peace II Agreement will waive any objections to the Watermaster's principles of cost allocation other than as to issues regarding whether Watermaster has: (i) properly followed appropriate procedures; (ii) correctly computed assessments and charges; and (iii) properly reported .

10.6 Reservation of Rights. Nothing herein shall be construed as precluding any party to the Judgment from seeking judicial review of any Watermaster action on the grounds that Watermaster has failed to act in accordance with the Peace Agreement as amended, this Agreement, the Amended Judgment, the OBMP Implementation Plan as amended and applicable law.

October 25, 2007

ARTICLE XI
TERM

- 11.1 Commencement. This Agreement will become effective upon the satisfaction of all conditions precedent and shall expire on the Termination Date.
- 11.2 Termination. This Agreement is coterminous with the initial term of the Peace Agreement and will expire of its own terms and terminate on the date of the Initial Term of the Peace Agreement.

ARTICLE XIII
GENERAL PROVISIONS

- 12.1 Construction of this Agreement. Each Party, with the assistance of competent legal counsel, has participated in the drafting of this Agreement and any ambiguity should not be construed for or against any Party on account of such drafting.
- 12.2 Awareness of Contents/Legal Effect. The Parties expressly declare and represent that they have read the Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement and they approve and accept the terms and conditions contained herein, and that this Agreement is executed freely and voluntarily.
- 12.3 Counterparts. This Agreement may be executed in counterparts. This Agreement shall become operative as soon as one counterpart hereof has been executed by each Party. The counterparts so executed shall constitute on Agreement notwithstanding that the signatures of all Parties do not appear on the same page.

IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated:

Party: _____

By _____

Attachment L

September 21, 2007

ATTACHMENT "L"

**SECOND AMENDMENT
TO PEACE AGREEMENT**

THIS SECOND AMENDMENT TO PEACE AGREEMENT ("AGREEMENT") is dated the ____ of September 2007 regarding the Chino Groundwater Basin.

RECITALS

- A. The Parties entered into that certain "Peace Agreement" dated June 29, 2000. The Peace Agreement was approved by the Court in San Bernardino Superior Court Case No. RCV 51010.
- B. The Parties entered into a First Amendment to the Peace Agreement on September 2nd of 2004 regarding the deletion of Salt Credits and the Stormwater Component of New Yield.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. OBMP Credits Modified. The Peace Agreement § 5.4(d) will be amended to read:

- (d) Watermaster shall adopt reasonable procedures to evaluate requests for OBMP credits against future OBMP Assessments or for reimbursement. Any Producer or party to the Judgment, including but not limited to the State of California, may make application to Watermaster for reimbursement or credit against future OBMP Assessments for any capital or operations and maintenance expenses incurred in the implementation of any project or program, including the cost of relocating groundwater Production facilities, that carries out the purposes of the OBMP and specifically relates to the prevention of subsidence in the Basin, in advance of construction or that is prospectively dedicated to service of the stated goals of the OBMP. Watermaster shall exercise reasonable discretion in making its determination, considering the importance of the project or program to the successful completion of the OBMP, the available alternative funding sources, and the professional engineering and design standards as may be applicable under the circumstances. However, Watermaster shall not approve such a request for reimbursement or credit against future OBMP Assessments under this section where the Producer or party to the Judgment was otherwise legally compelled to make the improvement.

September 21, 2007

Section 2. Increase the Limit on Storage of Local Supplemental Water The current cap of 50,000 acre-feet of Storage of Supplemental Water described in paragraph 5.2(b)(iv) and 5.2(b)(vii) of the Peace Agreement shall be increased from 50,000 to 100,000 acre-feet. Any Party to the Judgment may make Application to Watermaster to store Supplemental Water pursuant to the terms of section 5.2(b) of the Peace Agreement except that the rebuttable presumption applicable to Local Storage Agreements described in Peace Agreement paragraph 5.2(b)(v) shall no longer be in effect with regard to such applications.

Section 3. Effect of Amendment. Except as amended hereby, the Peace Agreement remains in full force and effect.

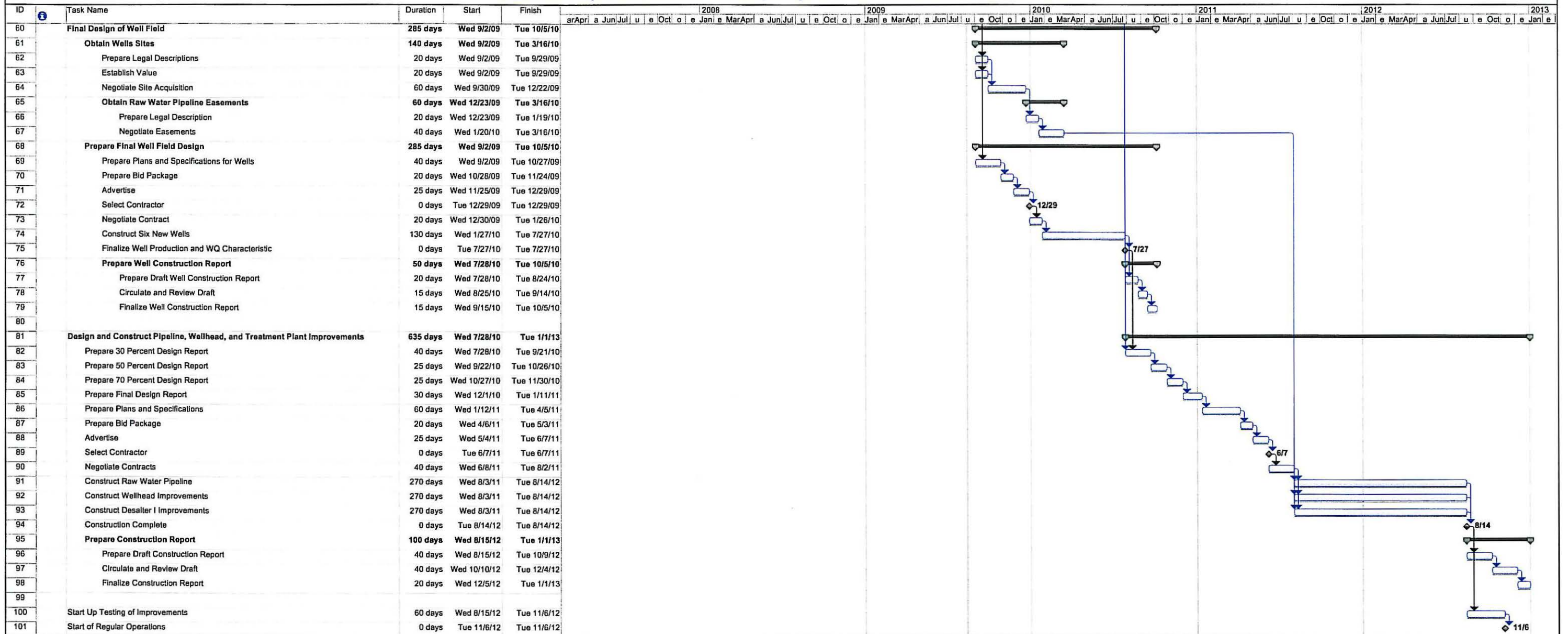
IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

SB 441950 v1:008350.0001

**The materials included as Exhibit 1 to
the Peace II Agreement are included
as attachments to Resolution 07-05
and the Resolution itself.**

Exhibit 2

Schedule A -- Pragmatic Schedule for the Planning, Design and Construction of the Chino Creek Well Field



Project: 20070329 Schedule A Chino C
Date: Wed 8/12/09

Task Progress Summary External Tasks Split
Split Milestone Project Summary External MileTask

Schedule B -- Accelerated Schedule for the Planning, Design and Construction of the Chino Creek Well Field

ID	Task Name	Start	Finish	2008					2009					2010					2011					2012																										
				ar	Apr	a	Jun	Jul	u	e	Oct	o	e	Jan	e	Mar	Apr	a	Jun	Jul	u	e	Oct	o	e	Jan	e	Mar	Apr	a	Jun	Jul	u	e	Oct	o	e	Jan	e	Mar	Apr	a	Jun	Jul	u	e	Oct	o	e	Jan
2	Prepare Project Description	Mon 4/2/07	Fri 8/31/07																																															
3	Prepare Draft Project Description	Mon 4/2/07	Fri 4/27/07																																															
4	Circulate and Revise Draft Project Description	Mon 4/30/07	Fri 5/25/07																																															
5	Finalize Draft Project Description	Mon 5/28/07	Fri 6/8/07																																															
6	Prepare Screening-Level Initial Study	Mon 6/11/07	Fri 8/31/07																																															
8	Select Consultants	Mon 4/30/07	Fri 7/20/07																																															
9	Select CEQA Consultant	Mon 4/30/07	Fri 7/20/07																																															
10	Select Well Design Consultant	Mon 4/30/07	Fri 7/20/07																																															
11	Select Facilities Design Consultant	Mon 4/30/07	Fri 7/20/07																																															
12	Select Program Manager	Mon 4/30/07	Fri 7/20/07																																															
14	Select Well Sites	Mon 9/3/07	Fri 8/15/08																																															
15	Develop Three Well Field Alternatives	Mon 9/3/07	Fri 9/28/07																																															
16	Determine Property Ownership in Each Well Field Alternative	Mon 10/1/07	Fri 10/26/07																																															
17	Select Alternative Well Sites	Mon 10/29/07	Fri 11/23/07																																															
18	Implement Well Site Investigation Program	Mon 9/3/07	Fri 5/23/08																																															
19	Develop Investigation Plan	Mon 9/3/07	Fri 9/28/07																																															
20	Negotiate Access to Test Sites	Mon 11/26/07	Fri 1/18/08																																															
21	Obtain Permits	Mon 1/21/08	Fri 1/25/08																																															
22	Prepare Bid Package	Mon 10/1/07	Fri 11/9/07																																															
23	Advertise	Mon 11/12/07	Fri 12/14/07																																															
24	Select Contractor	Fri 12/14/07	Fri 12/14/07																																															
25	Negotiate Contract	Mon 12/17/07	Fri 1/11/08																																															
26	Construct Test Wells, Run Stress Test and WQ Tests	Mon 1/21/08	Fri 5/9/08																																															
27	Characterize Production Requirements and Water Quality	Fri 5/9/08	Fri 5/9/08																																															
28	Revise Well Field Design	Mon 5/12/08	Fri 5/23/08																																															
29	Prepare Well Field Predesign Report	Mon 5/26/08	Fri 8/15/08																																															
30	Prepare Draft Report	Mon 5/26/08	Fri 6/20/08																																															
31	Circulate and Revise Predesign Report	Mon 6/23/08	Fri 7/18/08																																															
32	Finalize Predesign Report	Mon 7/21/08	Fri 8/15/08																																															
34	CEQA Process for Chino Creek Well Field	Mon 6/23/08	Fri 12/5/08																																															
35	Prepare Final Project Description	Mon 6/23/08	Fri 8/8/08																																															
36	Prepare Final Project Description	Mon 6/23/08	Fri 6/27/08																																															
37	Circulate and Revise Final Project Description	Mon 6/30/08	Fri 7/25/08																																															
38	Finalize Project Description	Mon 7/28/08	Fri 8/8/08																																															
39	Prepare Initial Study	Mon 8/18/08	Fri 9/26/08																																															
40	Prepare Mitigated Negative Declaration	Mon 9/29/08	Fri 10/10/08																																															
41	Circulate Mitigated Negative Declaration	Mon 10/13/08	Fri 11/7/08																																															
42	Conduct Public Meeting Regarding Mitigated Negative Declaration	Fri 11/7/08	Fri 11/7/08																																															
43	Prepare Response to Comments	Mon 11/10/08	Fri 11/28/08																																															
44	Prepare Final Mitigated Negative Declaration	Mon 12/1/08	Fri 12/5/08																																															
45	IEUA Adopts Mitigated Negative Declaration	Fri 12/5/08	Fri 12/5/08																																															
47	Select Well Field Alternative	Wed 4/18/07	Fri 12/5/08																																															
48	Negotiate Chino Airport/County Contribution	Wed 4/18/07	Tue 10/16/07																																															
49	Select Well Field	Fri 12/5/08	Fri 12/5/08																																															
51	Final Design of Well Field	Mon 12/8/08	Fri 1/8/10																																															
52	Obtain Wells Sites	Mon 12/8/08	Fri 6/19/09																																															
53	Prepare Legal Descriptions	Mon 12/8/08	Fri 1/2/09																																															
54	Establish Value	Mon 12/8/08	Fri 1/2/09																																															

Project: 20070329 Schedule B Chino C
Date: Wed 9/12/07

Task Progress Summary External Tasks Split

Split Milestone Project Summary External MileTask

Exhibit 3

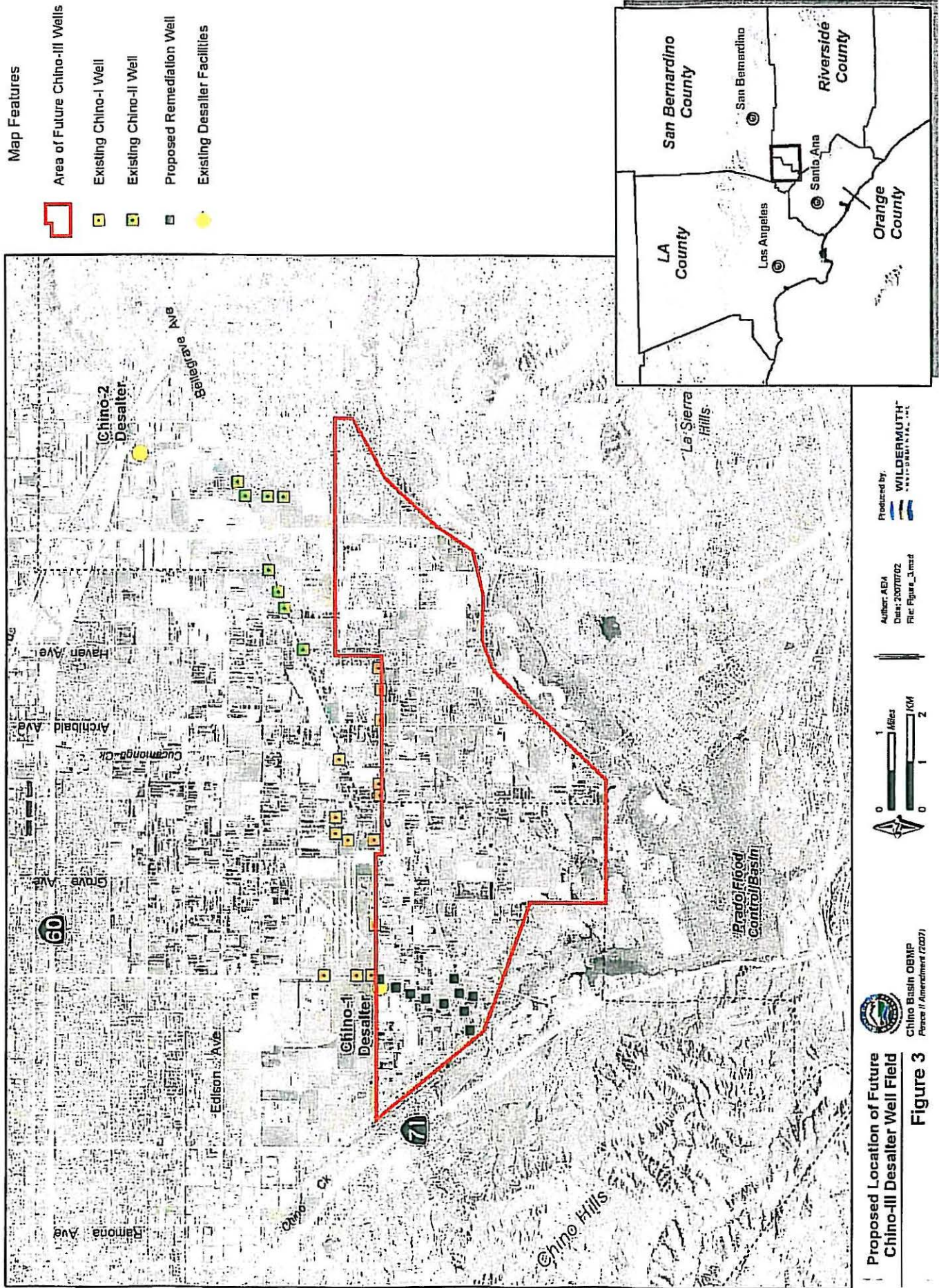


EXHIBIT 34

**CHINO BASIN WATERMASTER
APPROPRIATIVE POOL MEETING**

9:00 a.m. – September 13, 2018

WITH

Ms. Teri Layton, Chair

Mr. Van Jew, Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

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 Appropriative Pool Meeting held August 9, 2018

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of July 2018
2. Watermaster VISA Check Detail for the month of July 2018
3. Combining Schedule for the Period July 1, 2018 through July 31, 2018
4. Treasurer's Report of Financial Affairs for the Period July 1, 2018 through July 31, 2018
5. Budget vs. Actual Report for the Period July 1, 2018 through July 31, 2018

C. OBMP SEMI-ANNUAL STATUS REPORTS 2018-1

Recommend to the Advisory Committee recommend to the Watermaster Board to adopt the Semi-Annual OBMP Status Report 2018-1, along with filing a copy with the Court, subject to any necessary non-substantive changes.

D. CONSIDERATION OF APPLICATION FOR LOCAL STORAGE AGREEMENTS – OVERLYING (NON-AGRICULTURAL) POOL

Recommend to the Advisory Committee to recommend that Watermaster Board approves the application for local storage agreements as presented.

II. BUSINESS ITEMS**A. FISCAL YEAR 2018/19 BUDGET TRANSFER (FORM T-18-07-01)**

Recommend to the Advisory Committee to approve Fiscal Year 2018/19 Budget Transfer (Form T-18-07-01).

B. 2018 RECHARGE MASTER PLAN UPDATE AND RESOLUTION NO. 2018-04

Recommend Advisory Committee to recommend to Watermaster Board to approve the 2018 RMPU as presented and adopt Resolution No. 2018-04.

C. TASK ORDER NO. 4 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: CHINO BASIN CONJUNCTIVE USE ENVIRONMENTAL WATER STORAGE/EXCHANGE PROGRAM EVALUATION AND CONCEPTUAL DESIGN SUPPORT.

Recommend to the Advisory Committee to approve Task Order No. 4 Under Master Agreement for Collaborative Projects: Chino Basin Conjunctive Use Environmental Water Storage/Exchange Program Evaluation and Conceptual Design Support.

D. SAFE YIELD RESET-RELATED AGREEMENT DISCUSSION

Discussion and possible action.

III. REPORTS/UPDATES**A. LEGAL COUNSEL REPORT**

1. Appeal of April 28, 2017 Order
2. August 24, 2018 Hearing

B. ENGINEER REPORT

1. Storage Framework
2. Fiscal Year 2017/18 GLMC Annual Report

C. CFO REPORT

None

D. GM REPORT

1. Proposed Changes to DYY Program Operation
2. CDA Production
3. Changes to the Overlying (Non-Agricultural) Pool Pooling Plan
4. Other

IV. INFORMATION

1. Cash Disbursements for August 2018
2. Recharge Investigations and Projects Committee (RIPCom)

V. POOL MEMBER COMMENTS**VI. OTHER BUSINESS****VII. CONFIDENTIAL SESSION - POSSIBLE ACTION**

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

1. Appropriative Pool Strategic Planning Discussion

VIII. FUTURE MEETINGS AT WATERMASTER

9/11/18	Tue	1:00 p.m.	Storage Framework Workshop #8 (Final)
9/13/18	Thu	9:00 a.m.	Appropriative Pool
9/13/18	Thu	11:00 a.m.	Non-Agricultural Pool
9/13/18	Thu	1:30 p.m.	Agricultural Pool
9/20/18	Thu	8:00 a.m.	Appropriative Pool Strategic Planning (Confidential Session Only)
9/20/18	Thu	9:00 a.m.	Advisory Committee
9/20/18	Thu	9:30 a.m.	Recharge Investigations and Projects Committee
9/27/18	Thu	9:00 a.m.	Ground-Level Monitoring Committee
9/27/18	Thu	11:00 a.m.	Watermaster Board

ADJOURNMENT

EXHIBIT 35

**CHINO BASIN WATERMASTER
ADVISORY COMMITTEE MEETING**

9:00 a.m. – September 20, 2018

WITH

Mr. Jeff Pierson, Chair

Mr. Todd Corbin, Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

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 Advisory Committee Meeting held August 16, 2018

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of July 2018
2. Watermaster VISA Check Detail for the month of July 2018
3. Combining Schedule for the Period July 1, 2018 through July 31, 2018
4. Treasurer's Report of Financial Affairs for the Period July 1, 2018 through July 31, 2018
5. Budget vs. Actual Report for the Period July 1, 2018 through July 31, 2018

C. OBMP SEMI-ANNUAL STATUS REPORT 2018-1

Recommend to the Watermaster Board to adopt the Semi-Annual OBMP Status Report 2018-1, along with filing a copy with the Court, subject to any necessary non-substantive changes.

D. WATER TRANSACTIONS

Provide advice and assistance to the Watermaster Board on the proposed transaction:

The purchase of 500.000 acre-feet of water from West Valley Water District by Cucamonga Valley Water District. This purchase is made from West Valley Water District's Excess Carryover Account. Date of application: July 11, 2018.

II. BUSINESS ITEMS

A. FISCAL YEAR 2018/19 BUDGET TRANSFER (FORM T-18-07-01)

Approve Fiscal Year 2018/19 Budget Transfer (Form T-18-07-01) as presented.

B. 2018 RECHARGE MASTER PLAN UPDATE AND RESOLUTION NO. 2018-04

Recommend to the Watermaster Board to approve the 2018 RMPU as presented and adopt Resolution No. 2018-04.

C. TASK ORDER NO. 4 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: CHINO BASIN CONJUNCTIVE USE ENVIRONMENTAL WATER STORAGE/EXCHANGE PROGRAM EVALUATION AND CONCEPTUAL DESIGN SUPPORT

Approve Task Order No. 4 Under Master Agreement for Collaborative Projects: Chino Basin Conjunctive Use Environmental Water Storage/Exchange Program Evaluation and Conceptual Design Support.

D. SAFE YIELD RESET-RELATED AGREEMENT DISCUSSION

Discussion.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. August 24, 2018 Hearing

B. ENGINEER REPORT

1. Storage Framework
2. Fiscal Year 2017/18 GLMC Annual Report

C. CFO REPORT

None

D. GM REPORT

1. Proposed Changes to DYY Program Operation
2. CDA Production
3. Changes to the Overlying (Non-Agricultural) Pool Pooling Plan
4. Other

E. INLAND EMPIRE UTILITIES AGENCY

1. MWD Update (Written)
2. State and Federal Legislative Reports (Written)
3. Community Outreach/Public Relations Report (Written)

F. OTHER METROPOLITAN MEMBER AGENCY REPORTS

IV. INFORMATION

1. Cash Disbursements for August 2018

V. COMMITTEE MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

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

VIII. FUTURE MEETINGS AT WATERMASTER

9/20/18	Thu	8:00 a.m.	Appropriative Pool Strategic Planning (Confidential Session Only)
9/20/18	Thu	9:00 a.m.	Advisory Committee
9/20/18	Thu	9:30 a.m.	Recharge Investigations and Projects Committee
9/27/18	Thu	9:00 a.m.	Ground-Level Monitoring Committee
9/27/18	Thu	11:00 a.m.	Watermaster Board

ADJOURNMENT

EXHIBIT 36

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – September 27, 2018

WITH

Mr. Robert DiPrimio – Chair

Mr. Jeff Pierson – Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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 Watermaster Board Meeting held August 23, 2018

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of July 2018
2. Watermaster VISA Check Detail for the month of July 2018
3. Combining Schedule for the Period July 1, 2018 through July 31, 2018
4. Treasurer's Report of Financial Affairs for the Period July 1, 2018 through July 31, 2018
5. Budget vs. Actual Report for the Period July 1, 2018 through July 31, 2018

C. OBMP SEMI-ANNUAL STATUS REPORT 2018-1

Adopt the Semi-Annual OBMP Status Report 2018-1, along with filing a copy with the Court, subject to any necessary non-substantive changes.

D. WATER TRANSACTIONS

Approve the proposed transaction:

The purchase of 500,000 acre-feet of water from West Valley Water District by Cucamonga Valley Water District. This purchase is made from West Valley Water District's Excess Carryover Account. Date of application: July 11, 2018.

II. BUSINESS ITEMS

A. FISCAL YEAR 2018/19 BUDGET TRANSFER (FORM T-18-07-01)

Adopt Fiscal Year 2018/19 Budget Transfer (Form T-18-07-01) as presented.

B. 2018 RECHARGE MASTER PLAN UPDATE AND RESOLUTION NO. 2018-04

Approve the 2018 RMPU as presented, adopt Resolution No. 2018-04, and authorize General Counsel to make the appropriate filing requesting the Court's approval.

C. TASK ORDER NO. 4 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: CHINO BASIN CONJUNCTIVE USE ENVIRONMENTAL WATER STORAGE/EXCHANGE PROGRAM EVALUATION AND CONCEPTUAL DESIGN SUPPORT

Approve Task Order No. 4 Under Master Agreement for Collaborative Projects: Chino Basin Conjunctive Use Environmental Water Storage/Exchange Program Evaluation and Conceptual Design Support and authorize the General Manager to execute the agreement on behalf of Watermaster.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. August 24, 2018 Court Hearing

B. ENGINEER REPORT

1. Storage Framework
2. Fiscal Year 2017/18 GLMC Annual Report

C. CFO REPORT

None

D. GM REPORT

1. Proposed Changes to DYY Program Operation
2. CDA Production
3. 40th Judgment Anniversary Commemoration
4. Other

IV. INFORMATION

1. Cash Disbursements for August 2018

V. BOARD MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article 2.6 of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster Board meeting for the purpose of discussion and possible action.

1. Appeal of April 28, 2017 Order

VIII. FUTURE MEETINGS AT WATERMASTER

09/27/18	Thu	9:00 a.m.	Ground-Level Monitoring Committee
09/27/18	Thu	11:00 a.m.	Watermaster Board
10/11/18	Thu	9:00 a.m.	Appropriative Pool
10/11/18	Thu	11:00 a.m.	Non-Agricultural Pool
10/11/18	Thu	1:30 p.m.	Agricultural Pool

10/18/18	Thu	8:00 a.m.	Appropriative Pool Strategic Planning (Confidential Session Only)
10/18/18	Thu	9:00 a.m.	Advisory Committee
10/18/18	Thu	9:30 a.m.	Recharge Investigations and Projects Committee
10/25/18	Thu	11:00 a.m.	Watermaster Board

ADJOURNMENT

EXHIBIT 37

MINUTES
CHINO BASIN WATERMASTER
ADVISORY COMMITTEE MEETING

September 20, 2018

The Advisory Committee meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on September 20, 2018.

ADVISORY COMMITTEE MEMBERS PRESENT

AGRICULTURAL POOL

Jeff Pierson, Chair
Lawrence Dimock
Bob Feenstra

Crops
State of California – CIM
Dairy

APPROPRIATIVE POOL

Todd Corbin, Vice-Chair
Cris Fealy
Eric Tarango
John Bosler for Marty Zvirbulis
Darron Poulsen
Van Jew
Ben Lewis
Dave Crosley
Katie Gienger for Scott Burton
Rosemary Hoerning
Teri Layton

Jurupa Community Services District
Fontana Water Company
Fontana Union Water Company
Cucamonga Valley Water District
City of Pomona
Monte Vista Water District
Golden State Water Company
City of Chino
City of Ontario
City of Upland
San Antonio Water Company

NON-AGRICULTURAL POOL

Brian Geye, 2nd Vice-Chair

California Speedway Corporation

WATERMASTER BOARD MEMBERS PRESENT

Bob Kuhn
Eunice Ulloa
Bob Bowcock

Three Valleys Municipal Water District
City of Chino
CalMat Co.

WATERMASTER STAFF PRESENT

Peter Kavounas
Joseph Joswiak
Edgar Tellez Foster
Anna Nelson
Justin Nakano

General Manager
Chief Financial Officer
Senior Environmental Engineer
Executive Services Director/Board Clerk
Water Resources Senior Associate

WATERMASTER CONSULTANTS PRESENT

Brad Herrema
Andy Malone
Carolina Sanchez

Brownstein Hyatt Farber Schreck, LLP
Wildermuth Environmental, Inc.
Wildermuth Environmental, Inc.

OTHERS PRESENT

Chris Berch
Shaun Stone
Raul Garibay
Eric Grubb
Courtney Jones
Matt Litchfield
David De Jesus

Inland Empire Utilities Agency
Inland Empire Utilities Agency
City of Pomona
Cucamonga Valley Water District
City of Ontario
Three Valleys Municipal Water District
Three Valleys Municipal Water District

Amanda Coker
Richard Rees
Brian Lee
Chris Diggs
Kristen Weger
Steve Sentes
Manny Martinez

City of Chino
Wood plc
San Antonio Water Company
City of Pomona
Chino Basin Water Conservation District
Chino Basin Water Conservation District
Monte Vista Water District

CALL TO ORDER

Chair Pierson called the Advisory Committee meeting to order at 9:00 a.m.

AGENDA – ADDITIONS/REORDER

None

I. CONSENT CALENDAR

A. MINUTES

Approve as presented:

1. Minutes of the Advisory Committee Meeting held August 16, 2018

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of July 2018
2. Watermaster VISA Check Detail for the month of July 2018
3. Combining Schedule for the Period July 1, 2018 through July 31, 2018
4. Treasurer’s Report of Financial Affairs for the Period July 1, 2018 through July 31, 2018
5. Budget vs. Actual Report for the Period July 1, 2018 through July 31, 2018

C. OBMP SEMI-ANNUAL STATUS REPORT 2018-1

Recommend to the Watermaster Board to adopt the Semi-Annual OBMP Status Report 2018-1, along with filing a copy with the Court, subject to any necessary non-substantive changes.

D. WATER TRANSACTIONS

Provide advice and assistance to the Watermaster Board on the proposed transaction:

The purchase of 500.000 acre-feet of water from West Valley Water District by Cucamonga Valley Water District. This purchase is made from West Valley Water District’s Excess Carryover Account. Date of application: July 11, 2018.

(0:01:00)

Motion by Ms. Rosemary Hoerning, seconded by Ms. Teri Layton and by unanimous vote

Moved to approve the Consent Calendar as presented.

II. BUSINESS ITEMS

A. FISCAL YEAR 2018/19 BUDGET TRANSFER (FORM T-18-07-01)

Approve Fiscal Year 2018/19 Budget Transfer (Form T-18-07-01) as presented.

(0:01:26) Mr. Joswiak gave a report and offered the same presentation as was given at the Pool meetings last week. The Committee declined to have the presentation provided again.

(0:02:18)

Motion by Mr. Van Jew, seconded by Mr. Brian Geye and by unanimous vote

Moved to approve Business Item II.A. as presented.

B. 2018 RECHARGE MASTER PLAN UPDATE AND RESOLUTION NO. 2018-04

Recommend to the Watermaster Board to approve the 2018 RMPU as presented and adopt Resolution No. 2018-04.

(0:02:43) Mr. Kavounas gave a report. A discussion ensued.

(0:05:41)

Motion by Ms. Rosemary Hoerning, seconded by Ms. Teri Layton and by unanimous vote

Moved to approve Business Item II.B. as presented.

C. TASK ORDER NO. 4 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: CHINO BASIN CONJUNCTIVE USE ENVIRONMENTAL WATER STORAGE/EXCHANGE PROGRAM EVALUATION AND CONCEPTUAL DESIGN SUPPORT

Approve Task Order No. 4 Under Master Agreement for Collaborative Projects: Chino Basin Conjunctive Use Environmental Water Storage/Exchange Program Evaluation and Conceptual Design Support.

(0:06:05) Mr. Kavounas gave a report.

(0:06:32)

Motion by Vice-Chair Todd Corbin, seconded by Mr. Cris Fealy and by unanimous vote

Moved to approve Business Item II.C. as presented.

D. SAFE YIELD RESET-RELATED AGREEMENT DISCUSSION

Discussion.

(0:06:50) Mr. Kavounas gave an introduction to Business Item II.D. A discussion ensued

III. REPORTS/UPDATES**A. LEGAL COUNSEL REPORT**

1. Appeal of April 28, 2017 Order
2. August 24, 2018 Hearing

(0:09:52) Mr. Herrema offered the same reports as was given at the Pool meetings last week. The Committee declined to have the reports provided again.

B. ENGINEER REPORT

1. Storage Framework
2. Fiscal Year 2017/18 GLMC Annual Report

(0:10:23) Mr. Malone gave a report.

C. CFO REPORT

None

D. GM REPORT

1. Proposed Changes to DYY Program Operation
2. CDA Production
3. Changes to the Overlying (Non-Agricultural) Pool Pooling Plan
4. Other

(0:11:24) Mr. Kavounas announced that the GM's Report is unchanged since the Pool meetings last week. He made an announcement for parties to "Save The Date" of Tuesday, December 4, 2018 for the 40th Judgment Anniversary Commemoration event.

(0:12:04) Mr. Tellez Foster announced that the Inland Empire Utilities Agency Board approved the RMPU 2018 update and awarded the contract for Pomona Extensometer.

(0:12:46) Mr. Geye made comments regarding Item III.D.3., Changes to the Overlying (Non-Agricultural) Pool Pooling Plan.

E. INLAND EMPIRE UTILITIES AGENCY

1. MWD Update (Written)
2. State and Federal Legislative Reports (Written)
3. Community Outreach/Public Relations Report (Written)

(0:17:58) Mr. Berch gave a report on the Prop 1 status and a presentation on the Rialto Pipeline. A discussion ensued.

F. OTHER METROPOLITAN MEMBER AGENCY REPORTS

None

IV. INFORMATION

1. Cash Disbursements for August 2018

V. COMMITTEE MEMBER COMMENTS

(0:17:22) Ms. Layton introduced Mr. Brian Lee as San Antonio Water Company's new General Manager.

(0:25:19) Mr. De Jesus announced that Mr. Rick Hansen, Three Valleys Municipal Water District's General Manager, will be retiring on December 28, 2018.

VI. OTHER BUSINESS

None

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

None

ADJOURNMENT

Chair Pierson adjourned the Advisory Committee meeting at 9:27 a.m.

Secretary: _____

Approved: _____ October 18, 2018

EXHIBIT 38

MINUTES
CHINO BASIN WATERMASTER
APPROPRIATIVE POOL MEETING

September 13, 2018

The Appropriative Pool meeting was held at the offices of Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on September 13, 2018.

APPROPRIATIVE POOL MEMBERS PRESENT

Teri Layton, Chair
Van Jew, Vice-Chair
Todd Corbin
Raul Garibay for Darron Poulsen
John Bosler
Ron Craig
Ben Lewis
Cris Fealy
Eric Tarango
Rosemary Hoerning
Katie Gienger for Scott Burton
Dave Crosley

San Antonio Water Company
Monte Vista Water District
Jurupa Community Services District
City of Pomona
Cucamonga Valley Water District
City of Chino Hills
Golden State Water Company
Fontana Water Company
Fontana Union Water Company
City of Upland
City of Ontario
City of Chino

WATERMASTER BOARD MEMBERS PRESENT

Bob Kuhn
Eunice Ulloa

Three Valleys Municipal Water District
City of Chino

WATERMASTER STAFF PRESENT

Peter Kavounas
Joseph Joswiak
Edgar Tellez Foster
Anna Nelson
Justin Nakano

General Manager
Chief Financial Officer
Senior Environmental Engineer
Executive Services Director/Board Clerk
Water Resources Senior Associate

WATERMASTER CONSULTANTS PRESENT

Brad Herrema
Mark Wildermuth
Andy Malone
Carolina Sanchez

Brownstein Hyatt Farber Schreck, LLP
Wildermuth Environmental, Inc.
Wildermuth Environmental, Inc.
Wildermuth Environmental, Inc.

OTHERS PRESENT

Curtis Paxton
Shaun Stone
Scott Burton
Eric Grubb
Courtney Jones
Steve Sentes
Chris Diggs
Joshua Aguilar
Amanda Coker
Manny Martinez
John Schatz

Chino Basin Desalter Authority
Inland Empire Utilities Agency
City of Ontario
Cucamonga Valley Water District
City of Ontario
Chino Basin Water Conservation District
City of Pomona
Inland Empire Utilities Agency
City of Chino
Monte Vista Water District
John J. Schatz, Attorney at Law

CALL TO ORDER

Chair Layton called the Appropriative Pool meeting to order at 9:00 a.m.

AGENDA – ADDITIONS/REORDER

(0:00:19) Chair Layton called for confidential session to be taken first due to time constraint for the Appropriative Pool legal counsel.

(0:01:06) Chair Layton called for Business Item II.D. to be taken following confidential session, and invited Mr. Corbin to speak. See reportable action in sequence below.

I. CONSENT CALENDAR

A. MINUTES

Approve as presented:

1. Minutes of the Appropriative Pool Meeting held August 9, 2018

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of July 2018
2. Watermaster VISA Check Detail for the month of July 2018
3. Combining Schedule for the Period July 1, 2018 through July 31, 2018
4. Treasurer's Report of Financial Affairs for the Period July 1, 2018 through July 31, 2018
5. Budget vs. Actual Report for the Period July 1, 2018 through July 31, 2018

C. OBMP SEMI-ANNUAL STATUS REPORTS 2018-1

Recommend to the Advisory Committee recommend to the Watermaster Board to adopt the Semi-Annual OBMP Status Report 2018-1, along with filing a copy with the Court, subject to any necessary non-substantive changes.

D. CONSIDERATION OF APPLICATION FOR LOCAL STORAGE AGREEMENTS – OVERLYING (NON-AGRICULTURAL) POOL

Recommend to the Advisory Committee to recommend that Watermaster Board approves the application for local storage agreements as presented.

(0:05:35) Ms. Hoerning asked for Item I.D. be pulled from the agenda for separate discussion and made a motion to approve Consent Calendar Items I.A – I.C. and was seconded by Vice-Chair Jew.

(0:05:55) Mr. Kavounas reported that Item I.C., OBMP Semi-Annual Status Report 2018-1, has a minor wording change to refine the intended meaning of the report on page 60, third bullet-point.

(0:07:04) The maker of the motion accepted the changes that Mr. Kavounas reported.

(0:07:20) Vote Taken

Motion by Ms. Rosemary Hoerning, seconded by Vice-Chair Van Jew, and by unanimous vote

Moved to approve Consent Calendar Items I.A. – I.C. as presented.

(0:07:33) Ms. Hoerning asked questions regarding Item I.D. A discussion ensued.

(0:27:09) Motion introduced by Mr. Crosley and seconded by Chair Layton. Further discussion ensued.

(0:29:12) Vote Taken

Motion by Mr. Dave Crosley, seconded by Chair Teri Layton, and by unanimous vote

Moved to defer Consent Calendar Item I.D., reach out to the Non-Ag Pool to discuss, and bring back to October 2018 Pool meeting.

II. BUSINESS ITEMS

A. FISCAL YEAR 2018/19 BUDGET TRANSFER (FORM T-18-07-01)

Recommend to the Advisory Committee to approve Fiscal Year 2018/19 Budget Transfer (Form T-18-07-01).

(0:30:20) Mr. Joswiak gave a report. A discussion ensued.

Mr. Corbin left at 10:46 a.m.

(0:44:54)

Motion by Mr. Van Jew, seconded by Mr. Ron Craig, and by unanimous vote

Moved to approve Business Item II.A. as presented.

B. 2018 RECHARGE MASTER PLAN UPDATE AND RESOLUTION NO. 2018-04

Recommend Advisory Committee to recommend to Watermaster Board to approve the 2018 RMPU as presented and adopt Resolution No. 2018-04.

(0:45:35) Ms. Sanchez from Wildermuth Environmental, Inc. gave a presentation. A discussion ensued.

(0:58:51)

Motion by Mr. Ron Craig, seconded by Ms. Rosemary Hoerning, and by unanimous vote

Moved to approve Business Item II.B. as presented.

C. TASK ORDER NO. 4 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: CHINO BASIN CONJUNCTIVE USE ENVIRONMENTAL WATER STORAGE/EXCHANGE PROGRAM EVALUATION AND CONCEPTUAL DESIGN SUPPORT.

Recommend to the Advisory Committee to approve Task Order No. 4 Under Master Agreement for Collaborative Projects: Chino Basin Conjunctive Use Environmental Water Storage/Exchange Program Evaluation and Conceptual Design Support.

(0:59:16) Mr. Kavounas prefaced Business Item II.C. and introduced Mr. Aguilar from Inland Empire Utilities Agency to give a report.

Vice-Chair Jew left the meeting at 11:12 a.m.

Ms. Hoerning left the meeting at 11:13 a.m.

(0:59:53) Mr. Aguilar gave a report.

(1:03:43) Ms. Gienger requested to modify the language on page 115, regarding the last sentence of the first bullet-point under *Proposed* to read “The proposed maximum storage capacity...” Further discussion ensued.

(1:10:46)

Motion by Mr. John Bosler, seconded by Mr. Raul Garibay, and by unanimous vote

Moved to approve Business Item II.C. as presented with the modifications as stated above.

Abstention by Mr. Ron Craig – City of Chino Hills

D. SAFE YIELD RESET-RELATED AGREEMENT DISCUSSION

Discussion and possible action.

This item was taken first after Confidential Session.

(0:02:55) Motion introduced by Mr. Corbin, seconded by Ms. Gienger: The Appropriative Pool approves the 2018 Agreement to Judgment and CAMA Amendments including Exhibit A, subject to the following four conditions:

1. That there is a clarification that the Desalter Replenishment formula with respect to adjusted physical production included in this document includes the production of Exhibit "G," Section 9 transferred water from the Non-Ag Pool to the Appropriative Pool. That was an element that was discussed and our goal here is to just make sure that the language is consistent to what we believe the agreement is between the parties, so we'd like to add that.
2. That the Non-Ag Pooling Plan that is going to be discussed at some point in the future, and I believe today on the Non-Ag Pool agenda, that that Pooling Plan be refined for consistency with this element so that both documents are consistent with each other in relation specifically to Exhibit "G," Section 9.
3. That the Appropriative Pool parties intend to recommend this agreement to their governing boards and that this approval is conditional upon that approval of each of the governing boards.
4. The Appropriative Pool further request confirmation from Watermaster that the agreements provide sufficient clarity for Watermaster to implement them without ambiguity. Some evaluation from Watermaster that what you have before you can be implemented, and any clarification needs to happen, then let's do it before it moves to the Court for approval.

(0:05:16) *Vote taken*

*Motion by Mr. Todd Corbin, seconded by Ms. Katie Gienger, and by unanimous vote
Motion to approve Business Item II.D. as shown above.*

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. August 24, 2018 Hearing

(1:11:30) Mr. Kavounas reported on behalf of Mr. Herrema, who left to attend the Non-Agricultural Pool Meeting.

B. ENGINEER REPORT

1. Storage Framework
2. Fiscal Year 2017/18 GLMC Annual Report

(1:13:00) Mr. Malone gave a report.

C. CFO REPORT

None

D. GM REPORT

- 1. Proposed Changes to DYY Program Operation
- 2. CDA Production
- 3. Changes to the Overlying (Non-Agricultural) Pool Pooling Plan
- 4. Other

(1:14:22) Mr. Kavounas gave a report, and announced that Watermaster will be sending out a "Save-The-Date" notice for its 40th Judgment Anniversary event on December 4, 2018 at 4:00 p.m. He also provided a status update on the Assessment Packages, and commented on the CalDesal membership. A discussion ensued.

IV. INFORMATION

- 1. Cash Disbursements for August 2018
- 2. Recharge Investigations and Projects Committee (RIPCom)

VI. POOL MEMBER COMMENTS

(1:20:06) Mr. Craig commented that at least one agency (maybe more) are challenging the TCP MCL. A discussion ensued.

(1:22:56) Mr. Corbin informed the Pool that he updated Non-Agricultural Pool on the actions the Appropriative Pool took regarding Consent Calendar Item I.D. and Business Item II.D., and that the Non-Agricultural Pool will discuss further in its confidential session.

VI. OTHER BUSINESS

None

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Chair Layton called for a confidential session at 9:01 a.m. to discuss Business Item II.D., Safe Yield-Related Agreement, and Appropriative Pool Strategic Planning. Confidential session concluded at 10:13 a.m. with no reportable action .

The Appropriative Pool considered Item II.D immediately following the Confidential Session.

ADJOURNMENT

Chair Layton adjourned the Appropriative Pool meeting at 11:38 a.m.

Secretary: _____

Approved: _____ October 11, 2018

EXHIBIT 39

MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING

September 27, 2018

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on September 27, 2018.

WATERMASTER BOARD MEMBERS PRESENT

Jeff Pierson, Vice-Chair	Agricultural Pool – Crops
Bob Kuhn, Secretary/Treasurer	Three Valleys Municipal Water District
Josh Swift for Robert DiPrimio	Fontana Water Company
Bob Bowcock	CalMat Co.
Eunice Ulloa	City of Chino
Paul Hofer	Agricultural Pool – Crops
Steve Elie	Inland Empire Utilities Agency
Gino Filippi	City of Upland
Don Galleano	Western Municipal Water District

WATERMASTER BOARD MEMBER ABSENT

Robert DiPrimio	Fontana Water Company
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WATERMASTER STAFF PRESENT

Peter Kavounas	General Manager
Joseph Joswiak	Chief Financial Officer
Edgar Tellez Foster	Senior Environmental Engineer
Anna Nelson	Executive Services Director/Board Clerk
Justin Nakano	Water Resources Senior Associate

WATERMASTER CONSULTANTS PRESENT

Scott Slater	Brownstein Hyatt Farber Schreck, LLP
Brad Herrema	Brownstein Hyatt Farber Schreck, LLP
Mark Wildermuth	Wildermuth Environmental, Inc.
Andy Malone	Wildermuth Environmental, Inc.
Carolina Sanchez	Wildermuth Environmental, Inc.

OTHERS PRESENT

Ron Craig	City of Chino Hills
Todd Corbin	Jurupa Community Services District
Joanne Chan	West Valley Water District
Curtis Paxton	Chino Basin Desalter Authority
Teri Layton	San Antonio Water Company
Brian Lee	San Antonio Water Company
Van Jew	Monte Vista Water District
Chris Berch	Inland Empire Utilities Agency
Betty Anderson	Jurupa Community Services District
Dave Crosley	City of Chino
Amanda Coker	City of Chino
Bob Feenstra	Agricultural Pool – Dairy
Darron Poulsen	City of Pomona
Steve Corrington	MIH Water Treatment
Brian Geye	California Speedway Corporation
David De Jesus	Three Valleys Municipal Water District
Art Kidman	Kidman Gagen Law, LLP
Matt Litchfield	Three Valleys Municipal Water District
Rosemary Hoerning	City of Upland

Manny Martinez
Tim Barr
Halla Razak
Eric Grubb

Monte Vista Water District
Western Municipal Water District
Inland Empire Utilities Agency
Cucamonga Valley Water District

CALL TO ORDER

Vice-Chair Jeff Pierson chaired the meeting and called the Watermaster Board meeting to order at 11:00 a.m.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None

AGENDA – ADDITIONS/REORDER

None

I. CONSENT CALENDAR

A. MINUTES

Approve as presented:

1. Minutes of the Watermaster Board Meeting held August 23, 2018

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of July 2018
2. Watermaster VISA Check Detail for the month of July 2018
3. Combining Schedule for the Period July 1, 2018 through July 31, 2018
4. Treasurer’s Report of Financial Affairs for the Period July 1, 2018 through July 31, 2018
5. Budget vs. Actual Report for the Period July 1, 2018 through July 31, 2018

C. OBMP SEMI-ANNUAL STATUS REPORT 2018-1

Adopt the Semi-Annual OBMP Status Report 2018-1, along with filing a copy with the Court, subject to any necessary non-substantive changes.

D. WATER TRANSACTIONS

Approve the proposed transaction:

The purchase of 500.000 acre-feet of water from West Valley Water District by Cucamonga Valley Water District. This purchase is made from West Valley Water District’s Excess Carryover Account. Date of application: July 11, 2018.

(0:01:21)

Motion by Ms. Eunice Ulloa, seconded by Mr. Steve Elie and by unanimous vote.

Moved to approve Consent Calendar as presented.

II. BUSINESS ITEMS

A. FISCAL YEAR 2018/19 BUDGET TRANSFER (FORM T-18-07-01)

Adopt Fiscal Year 2018/19 Budget Transfer (Form T-18-07-01) as presented.

(0:01:57) Mr. Kavounas gave an introduction for Item II.A. and asked if the Board would like for Mr. Joswiak to give a more detailed presentation. The Board declined to have the presentation provided.

(0:02:47)

Motion by Mr. Don Galleano, seconded by Mr. Paul Hofer, and by unanimous vote.

Moved to approve Business Item II.A. as presented.

B. 2018 RECHARGE MASTER PLAN UPDATE AND RESOLUTION NO. 2018-04

Approve the 2018 RMPU as presented, adopt Resolution No. 2018-04, and authorize General Counsel to make the appropriate filing requesting the Court's approval.

(0:03:25) Mr. Kavounas introduced Mr. Nakano to give a presentation.

(0:12:27) Motion by Mr. Elie, seconded by Ms. Ulloa. A discussion ensued.

(0:13:34) *Vote Taken*

Motion by Mr. Steve Elie, seconded by Ms. Eunice Ulloa, and by unanimous vote.

Moved to approve the 2018 Recharge Master Plan Update as presented, adopt the Resolution 2018-04 including any findings, and authorize general counsel to make the appropriate findings.

(0:13:45) Ms. Ulloa thanked Watermaster staff and other participants on a job well done with the 2018 Recharge Master Plan Update.

C. TASK ORDER NO. 4 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: CHINO BASIN CONJUNCTIVE USE ENVIRONMENTAL WATER STORAGE/EXCHANGE PROGRAM EVALUATION AND CONCEPTUAL DESIGN SUPPORT

Approve Task Order No. 4 Under Master Agreement for Collaborative Projects: Chino Basin Conjunctive Use Environmental Water Storage/Exchange Program Evaluation and Conceptual Design Support and authorize the General Manager to execute the agreement on behalf of Watermaster.

(0:14:12) Mr. Kavounas gave a report.

(0:15:10)

Motion by Mr. Bob Bowcock, seconded by Mr. Bob Kuhn, and by unanimous vote.

Moved to approve Business Item II.C. as presented.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. August 24, 2018 Court Hearing

(0:15:50) Mr. Slater gave a report. A discussion ensued.

B. ENGINEER REPORT

1. Storage Framework
2. Fiscal Year 2017/18 GLMC Annual Report

(0:19:43) Mr. Malone gave a report.

C. CFO REPORT

None

D. GM REPORT

1. Proposed Changes to DYY Program Operation
2. CDA Production
3. 40th Judgment Anniversary Commemoration
4. Other

(0:21:32) Mr. Kavounas gave a report and announced Mr. Rick Hansen's retirement as General Manager from Three Valleys Municipal Water District.

IV. INFORMATION

1. Cash Disbursements for August 2018

V. BOARD MEMBER COMMENTS

None

VI. OTHER BUSINESS

None

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

None

ADJOURNMENT

Vice-Chair Pierson adjourned the Watermaster Board meeting at 11:23 a.m.

Secretary: _____

Approved: _____ October 25, 2018

EXHIBIT 40

MINUTES
CHINO BASIN WATERMASTER
APPROPRIATIVE POOL – SPECIAL MEETING

November 27, 2018

The Appropriative Pool special meeting was held via conference call using the Chino Basin Watermaster conference call on November 27, 2018.

APPROPRIATIVE POOL MEMBERS PRESENT ON CALL

Teri Layton, Chair	San Antonio Water Company
Van Jew, Vice-Chair	Monte Vista Water District
Rosemary Hoerning	City of Upland
Courtney Jones for Scott Burton	City of Ontario
John Bosler	Cucamonga Valley Water District
Todd Corbin	Jurupa Community Services District
Dave Crosley	City of Chino
Eric Tarango	Fontana Union Water Company
Cris Fealy	Fontana Water Company
Darron Poulsen	City of Pomona

OTHERS PRESENT ON CALL

Manny Martinez	Monte Vista Water District
Eric Grubb	Cucamonga Valley Water District
Steve Popelar	Jurupa Community Services District
Rob Donlan	Ellison, Schneider, & Harris LLP
Jimmy Gutierrez	Jimmy L. Gutierrez, A Law Corporation
Raul Garibay	City of Pomona

CALL TO ORDER

Chair Layton called the Appropriative Pool special meeting to order at 9:00 a.m.

AGENDA - ADDITIONS/REORDER

None

I. CONFIDENTIAL SESSION - POSSIBLE ACTION

The Pool went into confidential session to discuss Appropriative Pool Strategic Planning. Confidential session concluded at 9:40 a.m. with the following reportable action:

Motion by Mr. Cris Fealy, seconded by Mr. John Bosler, and by unanimous vote

Moved to approve the “2018 Agreement to Appropriative Pool Pooling Plan and CAMA Amendments (11/21/2018 version)” and conditioned upon the subsequent approval of each of Appropriative Pool member’s governing body intends to sign said agreement. Further, the Pool directs its counsel to join in the motion to approve the Appropriative Pool Pooling Plan and CAMA Amendments.

ADJOURNMENT

Chair Layton adjourned the Appropriative Pool special meeting at 9:40 a.m.

Secretary: _____

Approved: _____ January 10, 2019

EXHIBIT 41



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Office of the General Manager

March 20, 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

Enclosed for your files are copies of the fully executed letter agreement "Chino Basin Groundwater Storage Actions and Voluntary Purchase Methodology."

If you have any questions, please contact me at (213) 217-6756, or via email at mhacker@mwdh2o.com.

Sincerely,

A handwritten signature in black ink, appearing to read "MH", with a long horizontal flourish extending to the right.

Matthew Hacker
Senior Resource Specialist

MH:rh

Enclosure



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

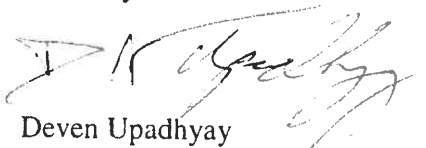
February 5, 2019

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:

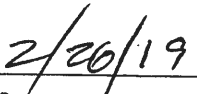
Page 3

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

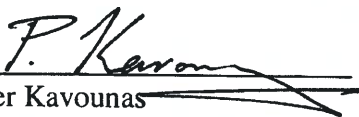
CONCUR:

Kirby Brill
Interim General Manager

Date

Matthew Litchfield
General Manager

Date



Peter Kavounas
General Manager

2/19/19

Date

EXHIBIT 42

CHINO BASIN WATERMASTER

III. BUSINESS ITEMS A. DRY YEAR YIELD



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: January 27, 2022

TO: Board Members

SUBJECT: Dry Year Yield Program – Information Only (Business Item III.A.)

SUMMARY:

Issue: The City of Ontario, one of the Appropriative Members that participates in the MWD/IEUA/TVWMD/CBWM Dry-Year Yield Program (“DYY Program”), has raised concerns regarding the legitimacy of adjustments made to the stored water “take” mechanism in 2019. The concerns raised did not reflect a substantive claim of Material Physical Injury (MPI), but instead focus on the financial consequences on the Watermaster accounting and the levying of annual production assessments by Watermaster. The Watermaster Board has requested staff to consult with the parties, prepare a summary of the issue, and make any pertinent recommendations.

Recommendation: None

Financial Impact: There is no financial impact to Watermaster as a result of the above recommendation.

Future Consideration

Watermaster Board – January 27, 2022: Information only

ACTIONS:

Watermaster Board – November 18, 2021: Directed staff to consult with the parties and prepare a report on the issue.

Appropriative Pool – January 13, 2022: Provided advice and assistance

Non-Agricultural Pool – January 13, 2022: Provided advice and assistance

Agricultural Pool – January 13, 2022: Did not provide advice or assistance

Advisory Committee – January 20, 2022: Did not provide any advice or assistance

Watermaster Board – January 27, 2022:

Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program

BACKGROUND

The City of Ontario (City) has raised both procedural and financial concerns regarding Watermaster's administration of the DYY Program and claims the FY 2021/2022 Assessment Package should not have been approved until its concerns were addressed. Those concerns were communicated in a letter to Watermaster dated November 1, 2021 (Attachment 1) and during the November 10, 2021 Appropriative Pool meeting. The concerns arise from a change in the stored water "take" mechanism and the administration of the Annual Operating Plan by an Operating Committee composed of representatives from the Metropolitan Water District of Southern California ("MWD"), the Inland Empire Utilities Agency ("IEUA"), the Three Valleys Municipal Water District ("TVMWD"), and Watermaster.

Watermaster believes that the City's concerns are not directed at Watermaster's arithmetic calculation of assessments arising from the operations of the DYY Program. Nor do the City's contentions appear to raise substantive issues regarding the physical impacts that may result from the storage in and recovery of stored water in the Basin under the DYY Program. Rather, they raise procedural issues and allege financial harm arising under the Annual Operating Plan and involve the actions of more than a single appropriator, IEUA, and MWD. More specifically, its concerns appear to be predominantly: (i) the precedent of how aspects of the Program's administration are adjusted and (ii) the specific financial consequences resulting from MWD's, IEUA's, TVMWD's and Watermaster's willingness to extend the recovery of imported water stored in the Basin from dry years to all years for the remainder of the Program.

For these reasons, Watermaster disagrees with the City's linking of the DYY Program concerns to Watermaster's approval of the annual Assessment Package and believes the matter should be considered among the affected members of the Appropriative Pool and thereafter by the Operating Committee, as may be needed. Any resulting changes can be reflected in adjustments to the Assessment Package as has been the common practice of Watermaster.

This item was presented to the Appropriative Pool in November 2021 as an information item. At its November 18, 2021 meeting, the Watermaster Board directed staff to consult with the Appropriative Pool and all interested parties about the issue.

DISCUSSION

Dry Year Yield Program – Overview

The following is a high-level overview of the program. Full details can be found in Attachment 2, a compendium of related information that has been circulated to the Pool and Advisory Committees and is linked at the end of this staff report.

The DYY Program is a Storage and Recovery program and includes a funding agreement where MWD agreed to provide specific financial and physical benefits to the parties and to the Basin in exchange for the right to store water. Storage is accomplished through IEUA and TVMWD under their separate agreements with members of the Appropriative Pool. The imported water stored in MWD's account may be withdrawn later by the parties under terms agreed to with MWD. Watermaster exerts oversight through a Court-approved Storage and Recovery Agreement and its seat on the Operating Committee.

Parties are required to produce the water and pay MWD for the delivery, and they receive an operational credit. As a condition of the program, MWD has invested \$27.5 million in local infrastructure, and makes an annual payment to Watermaster (\$177,430 for FY 2021/22), which lowers the parties' administrative assessments. The DYY Program was conditioned upon the Court approval of the Storage and Recovery Agreement, and both were reviewed and approved in 2004. The DYY Program is currently in its third cycle of put and take operation.

Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program

Although the Storage and Recovery Agreement has remained unchanged, there have been adjustments to the DYY Program since its inception, including an amendment to the DYY Program in 2015 that revised the Performance Criteria to be met during an MWD call; and a further change by letter agreement by the signatories to the DYY Program contract in 2019 which allowed parties to voluntarily extract water from the account as an alternative to producing water only during an MWD call.

The City of Ontario's Concerns

The City's expressed concerns are grouped as shown below. This summary is offered to help the Board appreciate the nature of City's allegations and is not intended as a substitute for the City's right to state its current or future positions and supporting rationale. The City makes the following contentions:

1. Watermaster Performance regarding the DYY Program

[a] Watermaster did not perform an MPI analysis of the 2019 agreement for its effect on the Basin; in addition, Watermaster did not analyze the financial effects on the parties of the 2019 change.

[b] Watermaster did not bring the 2019 changes to the Pool and Advisory Committees for advice

[c] The Court Order approving the DYY Program includes language for Watermaster to approve an annual Operating Plan; Watermaster has not done so.

2. DYY Administration

[a] The 2019 change to the DYY Program was agreed to without the City's approval. The sub-agency agreements among IEUA and the parties should have also been changed at the same time.

[b] The 2019 change to the DYY Program changed the nature of the program by virtue of changing the Performance Criteria since the voluntary "takes" do not have an Imported Water Performance criterion to meet; while imported water was put in the basin, when the Imported Water baseline was waived for voluntary "takes" the program was no longer an imported water Storage and Recovery program.

[c] The decisions of the Operating Committee certifying 2020/2021 "takes" from the account by CVWD and FWC did not properly apply the Performance criteria that were approved in 2015.

[d] The Operating Committee allowed FWC to take water from the program account; FWC does not have a sub-agency agreement with IEUA.

[e] Because of its baseline, the City could not have taken an equal amount of water from the DYY account as CVWD was able to do.

[f] While a similar take was included in last year's Assessment Package, the transactions as reflected in the 2021/22 Assessment Package are shown incorrectly and should be reversed. Last years' approval is not a "get out of jail free" card.

3. Financial Effects

[a] The 2019 changes to the DYY Program are silent as to how assessments apply to water that is voluntarily produced.

[b] The water that was produced by CVWD and FWC should be treated as an exchange of stored water and subject to Watermaster and DRO assessments.

[c] Counting the produced water as a DYY "take" represents a cost shift to the City and other parties.

Watermaster's Responsive Position Regarding the City of Ontario's Concerns

The following are responsive to the enumerated concerns above:

1. Watermaster Performance regarding the DYY Program

[a] Watermaster performed MPI analysis for the entire program at its inception. In addition, Watermaster has evaluated storage with the Storage Framework Investigation and the Storage Management program, both of which included consideration of the DYY Program assuming it were being fully utilized. As a practical matter, it is well understood that cumulative storage and water levels are not materially impacted by seasonal recovery of stored water. This was recently evidenced by the Local Storage Limitation Solution, which was analyzed for MPI, adopted by Watermaster, had CEQA evaluation performed by IEUA, and approved by the Court in 2021. The 2019 changes did not and do not suggest the need for any further analyses. The changes that were agreed to in 2019 were suggested by IEUA member agencies and went through a year-and-a-half long open and transparent review.

[b] Watermaster reported the proposed 2019 changes to the "take" mechanism to the Pool Committees and the Board, as well as the DYY Program parties' intent to document the changes through an acknowledgment letter.

[c] The DYY program has gone through two put and take cycles. The DYY Program parties' practice from the start has been that the Annual Operating Plan is reviewed by the Operating Committee, on which Watermaster occupies one of five seats. During the first cycle, water was put and taken by various parties, including Ontario, and the function of the Operating Committee in this role was never questioned.

2. DYY Administration

[a] The DYY Program is a contract among four agencies (IEUA, TVMWD, MWD, and Watermaster.) In 2019 each of them agreed to the program changes, which were recommended by parties to the Judgment within the Appropriative Pool, after consulting with their stakeholders.

[b] The 2019 change to the DYY Program enhanced MWD's confidence in the DYY Program as it created greater ability for the stored water in MWD's account to be produced during its term, expiring in 2028. The DYY Program is still operated with the confines of the approved Storage and Recovery Agreement and an imported water program.

[c] The Operating Committee certified the Production Year 2020/21 "takes" from the account by CVWD and FWC, since they met the Performance Criteria for voluntary "takes".

[d] After discussion with the Operating Committee FWC was allowed to take water from the program account after having offered the opportunity to all other agencies; the voluntary "take" Performance Criteria were applied.

[e] The City was offered the opportunity to voluntarily "take" from the DYY Program account; its ability to do so depended on the Performance Criteria, just like every other agency. The City, in its complete discretion, chose not to do so in both Production Years 2019/20 and 2020/21.

[f] Watermaster staff believes that the transactions in both the 2020/21 and the 2021/22 Assessment Packages properly reflect the understood rules and directions for certified DYY Program "takes".

3. Financial Effects

[a] Watermaster believes that the 2019 changes did not change the nature of the DYY Program, as it is and remains an imported water Storage and Recovery program overseen by Watermaster through the Storage and Recovery Agreement and through its seat on the Operating Committee. The 2019 changes have been in effect for over two years and there has not been any discussion, until now, that the program puts and takes should be treated differently going forward than the current directions for Storage and Recovery Programs' puts and takes.

[b] The water that was taken from MWD's account by CVWD and FWC is considered a take from a Storage and Recovery account and as such, consistent with ten prior Assessment Packages, it is not subject to Watermaster assessments or DRO obligation.

[c] The effect of the CVWD and FWC "takes" can only be represented as a cost shift if one assumes that those agencies would have pumped the same amount pursuant to their own water rights instead of taking imported water, and even then, it can only be the case if all other parties had chosen to not perform in a manner similar to CVWD and FWC.

Addressing the City of Ontario's Concerns

As noted above, there is ample background to conclude that the 2019 adjustments to the DYY program's stored water "take" mechanism presented no physical threat of any kind to the Basin. The City's concerns are entirely directed at Watermaster's administration of the DYY Program and specifically the manner in which Watermaster agreed to the adjustments to the stored water "take" mechanism and how Watermaster administers the DYY Program through the Annual Operating Plan, including when and how adjustments and approvals are processed and agreed, at Watermaster, and at the Operating Committee.

Watermaster processed the proposed adjustment to the Annual Operation Plan through an open vetting over a 12-month period with IEUA and the members of the Appropriate Pool. Status reports were provided to stakeholders of what was being considered by the Operating Committee and why. The four parties to the DYY Funding Agreement concluded that the suggested adjustments could be accomplished without an amendment to the DYY Funding Agreement and instead selected the prior practice of using a letter agreement among the Operating Committee representatives.

The City's objections to the 2019 letter agreement are principally procedural in nature. In short, they contend that Watermaster should have followed a process in which it processed the 2019 letter agreement by requesting specific actions by the Pool Committees, the Advisory Committee, and approval by Board action that directed the General Manager to execute the 2019 letter agreement.

The City's allegations regarding the DYY Program do not raise credible concerns the 2019 adjustments to the stored water "take" mechanism would cause Material Physical Injury. They are procedural and financial and are most appropriately addressed in the proper venue:

First, the City's contention that the 2019 agreement should have triggered a contract amendment requiring direction from the Watermaster Board to the General Manager can be addressed at the discretion of the Board at any time insofar as future actions are concerned. However, the fact is that the 2019 agreement was executed by the General Manager as the representative of Watermaster with months'-long notice to the parties and without any questions or concerns. The letter agreement process was endorsed by all four DYY parties as proper under the agreement among them.

Second, the contention that the 2019 letter agreement changed the original intent of the program can be most appropriately handled by the Operating Committee, with representatives of all four parties to the Agreement. Watermaster has sought input from the DYY contract parties. Particularly, Watermaster asked two questions: [1] whether the changes after the 2019 agreement change the fundamental essence of the

Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program

DYY program by eliminating the imported water baseline requirement; and [2] if there was any harm to the parties by the extraction of the DYY water voluntarily.

MWD has indicated that the funding for this program comes from the water supply rate as opposed to the demand-management rate, meaning that, to MWD, this program is, in essence, a groundwater extraction enhancement program and not a demand management tool, therefore, they consider the increase in extraction of groundwater from the DYY account through voluntary “takes” as consistent with the program’s intent.

On the second question, MWD indicated that the effect of the voluntary withdrawals is the reduced availability of water for mandatory calls, however, this is also a benefit for the parties since mandatory calls have been practically eliminated by the voluntary “takes”.

Responses from the other parties to the DYY Program, specifically IEUA and TVMWD were similar.

On January 5, 2021 and at the direction of the Board, Watermaster facilitated a meeting between the representatives of the City of Ontario, Cucamonga Valley Water District, and Fontana Water Company to discuss the implementation of the Dry Year Yield Program moving forward.

Watermaster brought the matter to the Pool Committees for their consideration and input. Specifically, Watermaster staff requested the Pool Committees to offer any advice on [a] whether there has been any harm [if unchanged, could there be harm in the future]; [b] whether the accounting and assessments for “takes” under the 2019 provisions should be handled differently than they have been, possibly resulting in a revision to previous Assessment Packages, and [c] whether the Pool has advice/direction for Watermaster to present to the Operating Committee any modifications to the DYY program going forward.

The City of Ontario and Monte Vista Water District indicated they will provide written communication as their advice and assistance. The City of Chino Hills expressed that the voluntary withdrawals from the DYY account helped the stakeholders ease the pressure of exceeding the Safe Storage Capacity before the Local Storage Limitation Solution was implemented. The Non-Agricultural Pool provided the following comment as advice and assistance: “The Non-Agricultural Pool recognizes that Watermaster’s role is to administer the provisions of the Chino Basin Judgment as an arm of the Court. We want to ensure that Watermaster is strictly following Court Orders and Agreements throughout their implementation including administering amendments with the same formality and neutrality in which they were originally approved. Last November, the Board directed staff and legal counsel to evaluate Watermaster’s implementation of the Dry Year Yield Program in terms of consistency with the related Court Order and the corresponding concerns on the FY 2021/22 Assessment Package. Absent a resolution on this matter, we request that these findings be brought back through the Pool process for further advice and recommendation to the Advisory Committee and Board.” The Overlying Agricultural Pool did not offer any advice or assistance.

The Advisory Committee did not offer further advice or assistance during its January 20, 2022 meeting.

Watermaster staff will be presenting a summary of the issue to the Watermaster Board. After an extensive vetting process with stakeholders, staff has identified two recommendations as follows:

- Parties could reach agreement on forward implementation of the DYY Program under existing terms and conditions that addresses the City’s concerns; or,
- Parties could recommend one or more DYY modifications to IEUA, its Member Agencies, and Watermaster to consider and propose to the Operating Committee, leading to a DYY contract modification.

Since neither of the recommendations require Board action staff has no recommended action for the Board to consider.

Watermaster’s function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program

ATTACHMENTS

1. Letter dated November 1, 2021 from City of Ontario to Chino Basin Watermaster titled "Questions and Comments on the Draft Fiscal Year 2021-22 Assessment Package"
2. Click on this [link](#) to access the Package of Dry Year Yield Program-Related Information

CITY OF



ONTARIO

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DEBRA DORST-PORADA
RUBEN VALENCIA
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

November 1, 2021

Peter Kavounas, General Manager
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Email: pkavounas@cbwm.org

Re: Questions and Comments on the Draft Fiscal Year 2021-2022 Assessment Package

Dear Peter:

The City of Ontario (Ontario) appreciates the opportunity to provide comments and submit questions on the draft Fiscal Year 2021-2022 Assessment Package.

The draft Fiscal Year 2021-2022 Assessment Package identifies a total of 23,000 AF of groundwater production produced from the storage account established for the Metropolitan Water District's (MWD) Chino Basin Conjunctive Use Program (CUP). The Chino Basin CUP and related Chino Basin Watermaster (Watermaster) storage agreements were approved through the Watermaster process in 2003 and 2004. The most recent Amendment No. 8 to the Chino Basin CUP is dated January 23, 2015 and included changes to the Exhibit G Operating Party Performance Criteria. The Operating Party Performance Criteria establishes, among other things, qualifying production as the measurement of a reduction to imported water deliveries and a corresponding replacement with the Chino Basin groundwater stored under this program. Ontario's understanding is that the storage and withdrawal of supplemental water under the Chino Basin CUP can only be done pursuant to a properly approved written agreement with Watermaster and shall not have an adverse impact on other produces.

Ontario requests that Watermaster explain the basis for exempting water produced from MWD's CUP, as identified in the draft Fiscal Year 2021-2022 Assessment Package, from the Watermaster assessment and the Desalter Replenishment Obligation (DRO) assessment. The exemption appears to be based, at least in part, on a March 20, 2019 letter agreement (2019 Letter) from the MWD and signed by Watermaster, Inland Empire Utilities Agency and Three

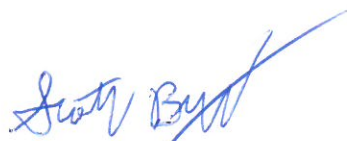
Valleys Municipal Water District with the subject line of "Chino Basin Groundwater Storage Actions and Voluntary Purchase Methodology". Specifically, Ontario would like responses to the following:

1. How did Watermaster evaluate the impacts of this significant change in the recovery of water originally stored under the Chino Basin CUP?
2. Explain and illustrate how the Exhibit G Performance Criteria is being met.
3. The 2019 Letter does not address the topic of Watermaster Assessments. The mechanics of this transaction appear to be more of a stored water purchase & transfer between MWD and individual Parties producing the water. Why is the production of this water not subject to the same assessments as other production by individual Parties?
4. When evaluating the 2019 Letter and the proposed changes, describe the Watermaster approval process. The contemplated changes in the 2019 Letter did not go through the Pools, Advisory Committee, or the Board. What was the basis for forgoing this process?
5. How was it determined that agencies who are not signatories to the Chino Basin CUP approved by Watermaster are allowed to participate in the recovery of water stored under this program?
6. How was it determined that broad based benefit was still being achieved?

The 2019 Letter fundamentally changed the recovery side of this Watermaster approved storage and recovery program without obtaining an approved written agreement through the Watermaster process. Additionally, the implications of these changes were not represented and/or evaluated to determine the impacts on individual parties.

Ontario appreciates the opportunity to provide comments on the draft Fiscal Year 2021-2022 Assessment Package and looks forward to working collaboratively with Watermaster and the various stakeholders towards a resolution of these concerns.

Sincerely,



Scott Burton, P.E.
Utilities General Manager

CC: Appropiative Pool Parties

EXHIBIT 43

CHINO BASIN WATERMASTER BOARD DRY YEAR YIELD PROGRAM DISCUSSION

JANUARY 27, 2022





BOARD DIRECTION (November 2021)

In response to concerns raised by the City of Ontario regarding the Dry Year Yield Program (DYY) the Board directed staff to consult with the parties, prepare a summary of the issue, and make any pertinent recommendations.

After consultation with parties to the DYY contract, the Pool Committees, and individual parties to the Judgment staff has prepared the following summary and recommendations.



STAFF PROCESS

Held discussions in December 2021 with:

CVWD

City of Ontario

MWD

TVMWD

IEUA

FWC

Overlying (Non-Agricultural) Pool Leadership

Facilitated meeting among CVWD, FWC, and City of Ontario in early January 2022;

Presented material and input to Pool and Advisory Committees in January;

Updated staff report and presentation for the January 27, 2022, Board meeting;

Reviewed January 24, 2022, and January 25, 2022, letters from City of Ontario and MVWD



BACKGROUND

- **DYY Program**
 - Prior amendments
 - 2019 letter agreement

- **Operation**
 - First cycle
 - Second cycle

- **Watermaster accounting**



ISSUE SUMMARY

City of Ontario letter dated 1/24/22 is challenging WM actions pursuant to the 2019 letter agreement, and its approval:

1. Since the 2019 letter agreement fundamentally changed the recovery side of the approved storage agreement, WM is allowing recovery of DYY water that is not consistent with the approved storage agreement. The production should be considered supplemental water production from storage;
2. Since it should be supplemental water production, WM should be imposing Judgment Administration and OBMP assessments. Not doing so places a greater expense on the remaining production;
3. WM should have re-evaluated the broad-based benefit of the program; the consequence of the voluntary takes is that participating agencies' ability to take water has been greatly diminished;
4. WM signed off without formal review and approval through the WM process.



ISSUE SUMMARY

MVWD letter dated 1/25/22 is challenging the 2019 letter agreement:

1. The 2019 letter agreement is a material change to the “Exhibit G” performance criteria and should have been a DYY contract amendment;
2. Voluntary takes according to the 2019 letter agreement create potential for differential impact on producing parties due to waving of production assessments.

CONSIDERATION BY CBWM STAFF

[ONT-1] Since the 2019 letter agreement fundamentally changed the recovery side of the approved storage agreement, WM is allowing recovery of DYY water that is not consistent with the approved storage agreement. The production should be considered supplemental water production from storage.

The 2019 letter agreement created a voluntary take option for the program, without “fundamentally” changing the recovery side of the agreement.

All parties engaged in the development of the principles of the 2019 letter agreement.

The Operating Committee develops the annual operating plan which includes takes from the DYY account; Watermaster consistently handles takes from the DYY account as a Storage and Recovery program transaction, not supplemental water production.

The Advisory Committee annually approves the Assessment Package which reflects all transactions and assessments.

CONSIDERATION BY CBWM STAFF

[ONT-2] Since it should be supplemental water production, WM should be imposing Judgment Administration and OBMP assessments. Not doing so places a greater expense on the remaining production.

The DYY account production (take), whether mandatory or voluntary, has been treated consistently over time; no production assessments have been applied.

Parties to the Judgment had ample opportunity in the year-long review process to consider and request that assessments would be handled differently for the voluntary takes under consideration. The parties did not do that, nor did they express any opposition to the terms of the 2019 letter agreement.

Watermaster has processed takes pursuant to the 2019 letter agreement in the 20/21 Assessment Package in the same format as all prior takes (10 prior years;) no one raised any concerns. In the first DYY 'cycle' the City produced water from the DYY account without any assessments being levied.

This year's (21/22) Assessment Package is consistent with last year in its treatment of production from the DYY account.

CONSIDERATION BY CBWM STAFF

[ONT-3] WM should have re-evaluated the broad-based benefit of the program; the consequence of the voluntary takes is that participating agencies' ability to take water has been greatly diminished.

DYY impacts were evaluated before the program was approved, as was the broad-based benefit.

Further analysis was conducted during the Storage Framework Investigation work, and the development of the Storage Management Program.

The changes included in the 2019 letter agreement did not, and do not, suggest the need for any further analyses.

The Operating Committee holds meetings that are open to all participating agencies; all were offered the opportunity to participate in voluntary “takes” by the Operating Committee.

CONSIDERATION BY CBWM STAFF

[ONT-4] WM signed off without formal review and approval through the WM process.

All parties were notified of WM intent to sign the letter of agreement in September 2018; the City was in attendance and did not express any concerns.

The letter agreement was signed in February 2019, or 5 months after notice was given; again, the City did not express any concerns.

The provisions of the letter agreement were first operated in the 19/20 production year and reflected in the 20/21 Assessment Package, which was approved unanimously by the Advisory Committee. The City was in attendance, made the motion to approve the Assessment Package, and voted in favor.

Given the parties' involvement in the development of the terms of the 2019 letter agreement and the lack of objection it is unclear how the outcome of a Pool/Advisory/Board review process would have been any different.

CONSIDERATION BY CBWM STAFF

[MVWD-1] The 2019 letter agreement is a material change to the “Exhibit G” performance criteria and should have been a DYY contract amendment.

The 2019 letter agreement created a new take mechanism, voluntary takes, for which the groundwater performance criteria apply, not however the imported water performance criteria.

The Exhibit G Performance Criteria referred to by MVWD apply to takes under a mandatory call and are not affected.

CONSIDERATION BY CBWM STAFF

[MVWD-2] Voluntary “takes” according to the 2019 letter agreement creates potential for differential impact on producing parties due to waving of production assessments.

All producing parties have access to voluntary takes.



HAS THERE BEEN HARM?

Harm can be evaluated when comparing what actually happened to another definitive scenario. Harm is difficult to determine by comparing reality to a hypothetical scenario when there are several plausible alternatives.

The scenario proposed by the City is based on describing the produced water as supplemental water production from storage. CVWD and FWC claim they acted consistent with the 2019 letter agreement provisions and, comfortable in the knowledge of how takes were handled in the prior year and approved by all including the City. Had voluntary takes been subject to Watermaster assessments in addition to the MWD purchase price, both agencies would have purchased imported water instead of pumping, a feasible alternative. This contradicts the scenario posed by Ontario and presents an alternative that does not affect the assessments as calculated in the approved Assessment Package.

There are several other considerations in determining hypothetical outcomes, including the effect of CVWD and FWC having not taken the water from the DYY account.



ONTARIO ASK

City of Ontario letter dated 1/24/22 is asking:

- WM should cease any further implementation of the 2019 letter agreement and amend assessment packages as applicable.



MVWD RECOMMENDATIONS

MVWD letter dated 1/25/22 recommends:

- Provisions of the 2019 letter agreement should be set aside;
- There should be clear and consistent criteria for how DYY production should be assessed by Watermaster.



CONCLUSIONS

- The Operating Committee implements operation of the DYY according to the contract provisions, including the 2019 letter agreement. Watermaster on its own cannot set aside the 2019 letter agreement.
- Ontario's complaint is about the effects of the 2019 letter agreement, even though Ontario has been an integral part of the development and implementation of those terms.
- Similarly, MVWD now concludes that the 2019 letter agreement was not the appropriate vehicle even though MVWD was an integral part in its development.



CONCLUSIONS – cont'd

- A different forward implementation of the DYY Program under existing terms and conditions including the 2019 letter agreement can be voluntarily agreed upon among the parties. Watermaster would observe instructions given by the parties as they pertain to decisions made by the Operating Committee; and
- The DYY program can be formally modified among the four signatories (MWD, IEUA, TVMWD, and WM.) Watermaster can consider and propose any modifications the parties can agree on to the Operating Committee.



RECOMMENDATIONS

CBWM staff has the following recommendations:

- Parties could reach agreement on forward implementation of the DYY Program under existing terms and conditions; or,
- Parties could recommend, upon reaching consensus, one or more DYY modifications to IEUA, its Member Agencies, and Watermaster to consider and propose to the Operating Committee, leading to a DYY contract modification.



DISCUSSION
