

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOSSAMAN LLP
FREDERIC A. FUDACZ (SBN 50546)
ffudacz@nossaman.com
GINA R. NICHOLLS (SBN 270174)
gnicholls@nossaman.com
777 S. Figueroa Street, 34th Floor
Los Angeles, CA 90017
Telephone: 213.612.7800
Facsimile: 213.612.7801

**EXEMPT FROM FILING FEE
PER GOV. CODE, § 6103**

Attorneys for CITY OF ONTARIO

[Additional Parties on Following Pages]

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

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

vs.

CITY OF CHINO, ET AL.,

Defendants.

Case No: RCVRS 51010

*Assigned for All Purposes to:
Honorable Gilbert G. Ochoa*

**REQUEST FOR JUDICIAL NOTICE IN
SUPPORT OF MOTION
CHALLENGING WATERMASTER'S
BUDGET ACTION TO FUND
UNAUTHORIZED CEQA REVIEW**

[Concurrently Filed with Notice of Motion;
Memorandum of Points & Authorities; Decl.
of C. Jones; Proposed Order]

Date: October 18, 2022
Time: 9:00 a.m.
Department: S24

1 ARTHUR G. KIDMAN, CAL. BAR NO. 61719
2 ANDREW B. GAGEN, CAL. BAR NO. 212257
3 KIDMAN GAGEN LAW LLP
4 8 Corporate Park, Suite 300
5 Irvine, CA 92606
6 Telephone: (714) 755-3100
7 agagen@kidmanlaw.com

8 Attorneys for MONTE VISTA WATER DISTRICT and
9 MONTE VISTA IRRIGATION COMPANY

10 JIMMY L. GUTIERREZ, CAL. BAR NO. 59448
11 JIMMY L. GUTIERREZ LAW CORPORATION
12 12616 Central Avenue
13 Chino, CA 91710
14 (909) 591-6336 Office
15 Jimmy@City-Attorney.com

16 Attorneys for CITY OF CHINO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

REQUEST FOR JUDICIAL NOTICE

In support of the concurrently filed Motion Challenging Watermaster’s Budget Action to Fund Unauthorized CEQA Review, the City of Ontario, Monte Vista Water District, Monte Vista Irrigation Company, and the City of Chino (collectively, the “Moving Parties”) hereby request that the Court take judicial notice pursuant to Evidence Code, sections 450 et seq. of the following items:

1. **Exhibit “1”** is a true and correct copy of the Restated Judgment entered by the Court in the above-captioned case.
2. **Exhibit “2”** is a true and correct copy of the Peace Agreement, dated June 29, 2000.
3. **Exhibit “3”** is a true and correct copy of the CEQA Ruling that was entered by the Court in the above-captioned case on November 18, 1999.
4. **Exhibit “4”** is a true and correct copy of Chino Basin Watermaster Resolution No. 2000-05.
5. **Exhibit “5”** is a true and correct copy of the Peace II Agreement, dated October 25, 2007.
6. **Exhibit “6”** is a true and correct copy of a Watermaster Staff Report, dated May 26, 2022, regarding the Watermater Fiscal Year 2022/23 Proposed Budget.
7. **Exhibit “7”** is a true and correct copy of the minutes of a regular meeting of the Watermaster Board held on May 26, 2022.
8. **Exhibit “8”** is a true and correct copy of a Watermaster Staff Report, dated July 28, 2022, regarding 2020 OBMP CEQA Preparation Process.
9. **Exhibit “9”** is a true and correct copy of a transcript of the minutes of a special meeting of the Watermaster Board held on July 28, 2022.
10. **Exhibit “10”** is a true and correct copy of the Court Order Concerning Motion for Approval of Peace II Documents that was entered by the Court in the above-captioned case on December 21, 2007.

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Under Evidence Code, section 453, the Court may take judicial notice of any matter specified under section 452. Section 452, subdivision (c) provides that judicial notice may be taken of official acts of the legislative, executive, and judicial departments of a state. Subdivision (h) provides that judicial notice may be taken of facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy. Therefore, taking judicial notice of Exhibits “1” through “10” is proper.

Pursuant to the authority stated above, the Moving Parties respectfully request that the Court take judicial notice of Exhibits “1” through “10” attached hereto.

Dated: August 26, 2022

NOSSAMAN LLP
FREDERIC A. FUDACZ
GINA R. NICHOLLS



By: _____
Gina R. Nicholls
Attorneys for CITY OF ONTARIO

EXHIBIT 1

1 DONALD D. STARK
A Professional Corporation
2 Suite 201 Airport Plaza
2061 Business Center Drive
3 Irvine, California 92715
Telephone: (714) 752-8971
4

5 CLAYSON, ROTHROCK & MANN
601 South Main Street
6 Corona, California 91720
Telephone: (714) 737-1910
Attorneys for Plaintiff
7

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO
10

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

No. RCV 51010¹

14 v.

15 CITY OF CHINO, et al.

16 Defendants
17

18
19
20 RESTATED JUDGMENT
21
22
23
24
25
26

27 ¹ Original Judgment signed January 27, 1978, Case # 164327 by Judge Howard B. Weiner. File transferred August 1989, by order
of the Court and assigned new case number RCV 51010.
28

JUDGMENT
TABLE OF CONTENTS

1			
2			
3	I. INTRODUCTION.....		1
4	1. Pleadings, Parties and Jurisdiction.....		1
5	2. Stipulation for Judgment.....		2
6	3. Trial; Findings and Conclusions.....		2
7	4. Definitions.....		2
8	5. Exhibits.....		4
9	II. DECLARATION OF RIGHTS.....		5
10	A. HYDROLOGY.....		5
11	6. Safe Yield.....		5
12	7. Overdraft and Prescriptive Circumstances.....		5
13	B. WATER RIGHTS IN SAFE YIELD.....		5
14	8. Overlying Rights.....		5
15	9. Appropriative Rights.....		6
16	10. Rights of the State of California.....		7
17	C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY.....		7
18	11. Available Ground Water Storage Capacity.....		7
19	12. Utilization of Available Ground Water Capacity.....		7
20	III. INJUNCTION.....		8
21	13. Injunction Against Unauthorized Production of Basin Water.....		8
22	14. Injunction Against Unauthorized Storage or Withdrawal of Stored Water.....		8
23	IV. CONTINUING JURISDICTION.....		9
24	15. Continuing jurisdiction.....		9
25	V. WATERMASTER.....		10
26	A. APPOINTMENT.....		10
27	16. Watermaster Appointment.....		10
28	B. POWERS AND DUTIES.....		10

1	17.	Powers and Duties.....	10
2	18.	Rules and Regulations.....	11
3	19.	Acquisition of Facilities.....	11
4	20.	Employment of Experts and Agents.....	12
5	21.	Measuring Devices.....	12
6	22.	Assessments.....	12
7	23.	Investment of Funds.....	12
8	24.	Borrowing.....	12
9	25.	Contracts.....	12
10	26.	Cooperation With Other Agencies.....	12
11	27.	Studies.....	13
12	28.	Ground Water Storage Agreements.....	13
13	29.	Accounting for Stored Water.....	13
14	30.	Annual Administrative Budget.....	13
15	31.	Review Procedures.....	14
16	C.	ADVISORY AND POOL COMMITTEES.....	15
17	32.	Authorization.....	15
18	33.	Term and Vacancies.....	15
19	34.	Voting Power.....	15
20	35.	Quorum.....	16
21	36.	Compensation.....	16
22	37.	Organization.....	16
23	38.	Powers and Functions.....	17
24	VI.	PHYSICAL SOLUTION.....	19
25	A.	GENERAL.....	19
26	39.	Purpose and Objective.....	19
27	40.	Need for Flexibility.....	19
28			

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

41. Watermaster Control..... 19

42. General Pattern of Operations..... 20

B. POOLING..... 20

43. Multiple Pools Established..... 20

44. Determination and Allocation of Rights to Safe Yield of Chino Basin..... 21

45. Annual Replenishment..... 21

46. Initial Pooling Plans..... 22

C. REPORTS AND ACCOUNTING..... 22

47. Production Reports..... 22

48. Watermaster Reports and Accounting..... 22

D. REPLENISHMENT..... 22

49. Sources of Supplemental Water..... 22

50. Methods of Replenishment..... 23

E. REVENUES..... 23

51. Production Assessment..... 23

52. Minimal Producers..... 24

53. Assessment Proceeds – Purposes..... 24

54. Administrative Expenses..... 24

55. Assessments -- Procedure..... 24

56. Accumulation of Replenishment Water Assessment Proceeds..... 25

57. Effective Date..... 25

VII. MISCELLANEOUS PROVISIONS..... 25

58. Designation of Address for Notice and Service..... 25

59. Service of Documents..... 26

60. Intervention After Judgment..... 26

61. Loss of Rights..... 27

62. Scope of Judgment..... 27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

63. Judgment Binding on Successors27

64. Costs.....27

EXHIBIT 'A' -- Location Map of Chino Basin.....28

EXHIBIT 'B' -- Hydrologic Map of Chino Basin.....29

EXHIBIT 'C' -- Parties With Overlying Agricultural Rights.....30

EXHIBIT 'D' -- Parties With Overlying Non-Agricultural Rights.....53

EXHIBIT 'E' -- Appropriative Rights.....54

EXHIBIT 'F' -- Overlying Agricultural Pooling Plan.....55

EXHIBIT 'G' -- Overlying Non-Agricultural Pooling Plan.....57

EXHIBIT 'H' -- Appropriative Pooling Plan.....62

EXHIBIT 'I' -- Engineering Appendix.....70

EXHIBIT 'J' -- Map of In Lieu Area No. 1.....74

EXHIBIT 'K' -- Legal Description of Chino Basin.....75

1 DONALD D. STARK
A Professional Corporation
2 Suite 201 Airport Plaza
2061 Business Center Drive
3 Irvine, California 92715
Telephone: (714) 752-8971
4

5 CLAYSON, ROTHROCK & MANN
601 South Main Street
6 Corona, California 91720
Telephone: (714) 737-1910
Attorneys for Plaintiff
7

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO
10

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

No. RCV 51010²

14 v.

15 CITY OF CHINO, et al.

16 Defendants

JUDGMENT

17
18
19 I. INTRODUCTION

20 1. Pleadings, Parties and Jurisdiction. The complaint herein was filed on January 2, 1975,
21 seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. A first
22 amended complaint was filed on July 16, 1976. The defaults of certain defendants have been entered,
23 and certain other defendants dismissed. Other than defendants who have been dismissed or whose
24 defaults have been entered, all defendants have appeared herein. By answers and order of this Court,
25

26
27 ² Original Judgment signed January 27, 1978, Case # 164327 by Judge Howard B. Weiner. File transferred August 1989, by order
of the Court and assigned new case number RCV 51010.

1 the issues have been made those of a full inter se adjudication between the parties. This Court has
2 jurisdiction of the subject matter of this action and of the parties herein.

3 2. Stipulation For Judgment. Stipulation for entry of judgment has been filed by and on
4 behalf of a majority of the parties, representing a majority of the quantitative rights herein adjudicated.

5 3. Trial; Findings and Conclusions. Trial was commenced on December 16, 1977, as to the
6 non-stipulating parties, and findings of fact and conclusions of law have been entered disposing of the
7 issues in the case.

8 4. Definitions. As used in this Judgment, the following terms shall have the meanings
9 herein set forth:

10 (a) Active Parties. All parties other than those who have filed with Watermaster a
11 written waiver of service of notices, pursuant to Paragraph 58.

12 (b) Annual or Year — A fiscal year, July 1 through June 30, following, unless the
13 context shall clearly indicate a contrary meaning.

14 (c) Appropriative Right — The annual production right of a producer from the Chino
15 Basin other than pursuant to an overlying right.

16 (d) Basin Water — Ground water within Chino Basin which is part of the Safe Yield,
17 Operating Safe Yield, or replenishment water in the Basin as a result of operations under the
18 Physical Solution decreed herein. Said term does not include Stored Water.

19 (e) CBMWD — Plaintiff Chino Basin Municipal Water District.

20 (f) Chino Basin or Basin — The ground water basin underlying the area shown as
21 such on Exhibit "B" and within the boundaries described in Exhibit "K".

22 (g) Chino Basin Watershed — The surface drainage area tributary to and overlying
23 Chino Basin.

24 (h) Ground Water — Water beneath the surface of the ground and within the zone of
25 saturation, i.e., below the existing water table.
26
27
28

1 (i) Ground Water Basin — An area underlain by one or more permeable formations
2 capable of furnishing substantial water storage.

3 (j) Minimal Producer — Any producer whose production does not exceed **ten** acre-
4 feet per year.³

5 (k) MWD — The Metropolitan Water District of Southern California.

6 (l) Operating Safe Yield — The annual amount of ground water which Watermaster
7 shall determine, pursuant to criteria specified in Exhibit "I", can be produced from Chino Basin by
8 the Appropriative Pool parties free of replenishment obligation under the Physical Solution herein.

9 (m) Overdraft — A condition wherein the total annual production from the Basin
10 exceeds the Safe Yield thereof.

11 (n) Overlying Right — The appurtenant right of an owner of lands overlying Chino
12 Basin to produce water from the Basin for overlying beneficial use on such lands.

13 (o) Person. -- Any individual, partnership, association, corporation, governmental
14 entity or agency, or other organization.

15 (p) PVMWD — Defendant Pomona Valley Municipal Water District.

16 (q) Produce or Produced -- To pump or extract ground water from Chino Basin.

17 (r) Producer — Any person who produces water from Chino Basin.

18 (s) Production — Annual quantity, stated in acre feet, of water produced.

19 (t) Public Hearing — A hearing after notice to all parties and to any other person
20 legally entitled to notice.

21 (u) Reclaimed Water — Water which, as a result of processing of waste water, is
22 suitable for a controlled use.

23 (v) Replenishment Water — Supplemental water used to recharge the Basin
24 pursuant to the Physical Solution, either directly by percolating the water into the Basin or
25
26

27 ³ Order dated September 27, 2001.

1 indirectly by delivering the water for use in lieu of production and use of safe yield or Operating
2 Safe Yield.

3 (w) Responsible Party -- The owner, co-owner, lessee or other person designated by
4 multiple parties interested in a well as the person responsible for purposes of filing reports
5 hereunder.

6 (x) Safe Yield -- The long-term average annual quantity of ground water (excluding
7 replenishment or stored water but including return flow to the Basin from use of replenishment or
8 stored water) which can be produced from the Basin under cultural conditions of a particular year
9 without causing an undesirable result.

10 (y) SBVMWD -- San Bernardino Valley Municipal Water District.

11 (z) State Water -- Supplemental Water imported through the State Water Resources
12 Development System, pursuant to Chapter 8, Division 6, Part 6 of the Water Code.

13 (aa) Stored Water -- Supplemental water held in storage, as a result of direct
14 spreading, in lieu delivery, or otherwise, for subsequent withdrawal and use pursuant to
15 agreement with Watermaster.

16 (bb) Supplemental Water -- Includes both water imported to Chino Basin from outside
17 Chino Basin Watershed, and reclaimed water.

18 (cc) WMWD -- Defendant Western Municipal Water District of Riverside County.

19 5. List of Exhibits. The following exhibits are attached to this Judgment and made a part
20 hereof:

21
22 "A" -- "Location Map of Chino Basin" showing boundaries of Chino Basin Municipal Water
23 District, and other geographic and political features of Chino Basin.

24 "B" -- "Hydrologic Map of Chino Basin" showing hydrologic features of Chino Basin.

25 "C" -- Table Showing Parties in Overlying (Agricultural) Pool.

26 "D" -- Table Showing Parties in Overlying (Non-agricultural Pool and Their Rights).

27 "E" -- Table Showing Appropriators and Their Rights.
28

1 "F" -- Overlying (Agricultural) Pool Pooling Plan.

2 "G" -- Overlying (Non-agricultural) Pool Pooling Plan.

3 "H" -- Appropriative Pool Pooling Plan.

4 "I" -- Engineering Appendix.

5 "J" -- Map of In Lieu Area No. 1.

6 "K" -- Legal Description of Chino Basin.

7
8 II. DECLARATION OF RIGHTS

9
10 A. HYDROLOGY

11
12 6. Safe Yield. The Safe Yield of Chino Basin is 140,000 acre feet per year.

13 7. Overdraft and Prescriptive Circumstances. In each year for a period in excess of five
14 years prior to filing of the First Amended Complaint herein, the Safe Yield of the Basin has been
15 exceeded by the annual production therefrom, and Chino Basin is and has been for more than five years
16 in a continuous state of over draft. The production constituting said overdraft has been open, notorious,
17 continuous, adverse, hostile and under claim of right. The circumstances of said overdraft have given
18 notice to all parties of the adverse nature of such aggregate over-production.

19 B. WATER RIGHTS IN SAFE YIELD

20
21 8. Overlying Rights. The parties listed in Exhibits "C" and "D", are the owners or in
22 possession of lands which overlie Chino Basin. As such, said parties have exercised overlying water
23 rights in Chino Basin. All overlying rights owned or exercised by parties listed in Exhibits "C" and "D",
24 have, in the aggregate, been limited by prescription except to the extent such rights have been preserved
25 by self-help by said parties. Aggregate preserved overlying rights in the Safe Yield for agricultural pool
26 use, including the rights of the State of California, total 82,800 acre feet per year. Overlying rights for
27 non-agricultural pool use total 7,366 acre feet per year and are individually decreed for each affected
28

1 party in Exhibit "D". No portion of the Safe Yield of Chino Basin exists to satisfy unexercised overlying
2 rights, and such rights have all been lost by prescription. However, uses may be made of Basin Water on
3 overlying lands which have no preserved overlying rights pursuant to the Physical Solution herein. All
4 overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart
5 therefrom ***for the term of the Peace Agreement except that the members of the Overlying (Non-***
6 ***Agricultural) Pool shall have the right to Transfer or lease their quantified Production rights (i)***
7 ***within the Overlying (Non-Agricultural) Pool; (ii) to Watermaster in conformance with the***
8 ***procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000;***
9 ***or (iii) in accordance with the Overlying (Non-Agricultural) Pool Pooling Plan set forth in Exhibit***
10 ***"G."***⁴

11 9. Appropriative Rights. The parties listed in Exhibit "E" are the owners of appropriative
12 rights, including rights by prescription, in the unadjusted amounts therein set forth, and by reason thereof
13 are entitled under the Physical Solution to share in the remaining Safe Yield, after satisfaction of overlying
14 rights and rights of the State of California, and in the Operating Safe Yield in Chino Basin, in the annual
15 shares set forth in Exhibit "E".

16 (a) Loss of Priorities. By reason of the long continued overdraft in Chino Basin, and
17 in light of the complexity of determining appropriative priorities and the need for conserving and
18 making maximum beneficial use of the water resources of the State, each and all of the parties
19 listed in Exhibit "E" are estopped and barred from asserting special priorities or preferences, inter
20 se. All of said appropriative rights are accordingly deemed and considered of equal priority.

21 (b) Nature and Quantity. All rights listed in Exhibit "E" are appropriative and
22 prescriptive in nature. By reason of the status of the parties, and the provisions of Section 1007
23 of the Civil Code, said rights are immune from reduction or limitation by prescription.
24
25
26

27 ⁴ Order dated September 28, 2000 and Order dated April 19, 2001 further modified by Order dated December 21, 2007.
28

1 III. INJUNCTION

2 13. Injunction Against Unauthorized Production of Basin Water. Each party in each of the
3 respective pools is enjoined, as follows:
4

5 (a) Overlying Agricultural Pool. Each party in the Overlying (Agricultural) Pool, its
6 officers, agents, employees, successors and assigns, is and they each are ENJOINED AND
7 RESTRAINED from producing ground water from Chino Basin in any year hereafter in excess of
8 such party's correlative share of the aggregate of 82,800 acre feet allocated to said Pool, except
9 pursuant to the Physical Solution or a storage water agreement.

10 (b) Overlying Non-Agricultural Pool. Each party in the Overlying Non-Agricultural
11 Pool, its officers, agents, employees, successors and assigns, is and they each are ENJOINED
12 AND RESTRAINED from producing ground water of Chino Basin in any year hereafter in excess
13 of such party's decreed rights in the Safe Yield, except pursuant to the provisions of the Physical
14 Solution or a storage water agreement.

15 (c) Appropriative Pool. Each party in the Appropriative Pool, its officers, agents,
16 employees, successors and assigns, is and they are each ENJOINED AND RESTRAINED from
17 producing ground water of Chino Basin in any year hereafter in excess of such party's decreed
18 share of Operating Safe Yield, except pursuant to the provisions of the Physical Solution or a
19 storage water agreement.

20 14. Injunction Against Unauthorized Storage or Withdrawal of Stored Water. Each party, its
21 officers, agents, employees, successors and assigns is and they each are ENJOINED AND
22 RESTRAINED from storing supplemental water in Chino Basin for withdrawal, or causing withdrawal of,
23 water stored by that party, except pursuant to the terms of a written agreement with Watermaster and in
24 accordance with Watermaster regulations. Any supplemental water stored or recharged in the Basin,
25 except pursuant to such a Watermaster agreement, shall be deemed abandoned and not classified as
26 Stored Water. This paragraph has no application, as such, to supplemental water spread or provided in
27 lieu by Watermaster pursuant to the Physical Solution.
28

1 IV. CONTINUING JURISDICTION

2 15. Continuing Jurisdiction. Full jurisdiction, power and authority are retained and reserved
3 to the Court as to all matters contained in this judgment, except:
4

5 (a) The redetermination of Safe Yield, as set forth in Paragraph 6, during the first ten
6 (10) years of operation of the Physical Solution;

7 (b) The allocation of Safe Yield as between the several pools as set forth in
8 Paragraph 44 of the Physical Solution;

9 (c) The determination of specific quantitative rights and shares in the declared Safe
10 Yield or Operating Safe Yield herein declared in Exhibits "D" and "E"; and
11

12 (d) The amendment or modification of Paragraphs 7 (a) and (b) of Exhibit "H", during
13 the first ten (10) years of operation of the Physical Solution, and thereafter only upon affirmative
14 recommendation of at least 67% of the voting power (determined pursuant to the formula
15 described in Paragraph 3 of Exhibit "H"), but not less than one-third of the members of the
16 Appropriative Pool Committee representatives of parties who produce water within IEUA or
17 WMWD; after said tenth year the formula set forth in said Paragraph 7 (a) and 7 (b) of Exhibit "H"
18 for payment of the costs of replenishment water may be changed to 100% gross or net, or any
19 percentage split thereof, but only in response to recommendation to the Court by affirmative vote
20 of at least 67% of said voting power of the Appropriative Pool representatives of parties who
21 produce ground water within IEUA or WMWD, but not less than one-third of their number. In
22 such event, the Court shall act in conformance with such recommendation unless there are
23 compelling reasons to the contrary; and provided, further, that the fact that the allocation of Safe
24 Yield or Operating Safe Yield shares may be rendered moot by a recommended change in the
25 formula for replenishment assessments shall not be deemed to be such a "compelling reason."
26
27
28

1 Said continuing jurisdiction is provided for the purpose of enabling the Court, upon application of any
2 party, the Watermaster, the Advisory Committee or any Pool Committee, by motion and, upon at least 30
3 days' notice thereof, and after hearing thereon, to make such further or supplemental orders or directions
4 as may be necessary or appropriate for interpretation, enforcement or carrying out of this Judgment, and
5 to modify, amend or amplify any of the provisions of this Judgment.

6 V. WATERMASTER

7 A. APPOINTMENT

8
9
10 16. Watermaster Appointment. CBMWD, acting by and through a majority of its board of
11 directors, is hereby appointed Watermaster, to administer and enforce the provisions of this Judgment
12 and any subsequent instructions or orders of the Court hereunder. The term of appointment of
13 Watermaster shall be for five (5) years. The Court will by subsequent orders provide for successive terms
14 or for a successor Watermaster. Watermaster may be changed at any time by subsequent order of the
15 Court, on its own motion, or on the motion of any party after notice and hearing. Unless there are
16 compelling reasons to the contrary, the Court shall act in conformance with a motion requesting the
17 Watermaster be changed if such motion is supported by a majority of the voting power of the Advisory
18 Committee.

19 B. POWERS AND DUTIES

20
21 17. Powers and Duties. Subject to the continuing supervision and control of the Court,
22 Watermaster shall have and may exercise the express powers, and shall perform the duties, as provided
23 in this Judgment or hereafter ordered or authorized by the Court in the exercise of the Court's continuing
24 jurisdiction.

1 18. Rules and Regulations.⁵

2 (a) Upon recommendation by the Advisory Committee, Watermaster shall make
3 and adopt, after public hearing, appropriate rules and regulations for conduct of Watermaster
4 affairs, including, meeting schedules and procedures, and compensation of members of
5 Watermaster. Thereafter, Watermaster may amend the rules from time to time upon
6 recommendation, or with approval of the Advisory Committee after hearing noticed to active
7 parties, except that compensation of Watermaster members shall be subject to Court Approval. A
8 copy of the rules and regulations, and of amendments, shall be mailed to each active party.
9

10 (b) Under the rules, Watermaster members shall be paid up to \$125 for each day's
11 attendance at meetings at the direction of the board, not to exceed eight meetings in each month.
12 Compensation shall not be paid for junkets or attendance at conferences, seminars, or retreats at
13 locations other than Watermaster headquarters. Members shall not be compensated for more than
14 one meeting each day.
15

16 (c) Under the rules, Watermaster members may be reimbursed for reasonable and
17 necessary travel, meals, lodging and registration expenses incurred on Watermaster business.
18 Mileage shall not be paid for travel to or from Watermaster meetings unless the individual must
19 travel more than 50 miles per month. The Watermaster's budget shall include an appropriation for
20 expense reimbursement. The Watermaster shall file a report on the expense reimbursement with
21 the court as part of the Annual Report. The Report shall disclose total expense reimbursements
22 and single expenditures for items of \$125.00 or more.

23 19. Acquisition of Facilities. Watermaster may purchase, lease, acquire and hold all
24 necessary facilities and equipment; provided, that it is not the intent of the Court that Watermaster acquire
25 any interest in real property or substantial capital assets.
26

27 ⁵ Order dated March 31, 1999.
28

1 20. Employment of Experts and Agents. Watermaster may employ or retain such
2 administrative, engineering, geologic, accounting, legal or other specialized personnel and consultants as
3 may be deemed appropriate in the carrying out of its powers and shall require appropriate bonds from all
4 officers and employees handling Watermaster funds. Watermaster shall maintain records for purposes of
5 allocation of costs of such services as well as of all other expenses of Watermaster administration as
6 between the several pools established by the Physical Solution.

7 21. Measuring Devices. Watermaster shall cause parties, pursuant to uniform rules, to install
8 and maintain in good operating condition, at the cost of each party, such necessary measuring devices or
9 meters as Watermaster may deem appropriate. Such measuring devices shall be inspected and tested
10 as deemed necessary by Watermaster, and the cost thereof shall constitute an expense of Watermaster.
11

12 22. Assessments. Watermaster is empowered to levy and collect all assessments provided
13 for in the pooling plans and Physical Solution.

14 23. Investment of Funds. Watermaster may hold and invest any and all Watermaster funds
15 in investments authorized from time to time for public agencies of the State of California.
16

17 24. Borrowing. Watermaster may borrow from time to time amounts not exceeding the
18 annual anticipated receipts of Watermaster during such year.
19

20 25. Contracts. Watermaster may enter into contracts for the performance of any powers
21 herein granted; provided, however, that Watermaster may not contract with or purchase materials,
22 supplies or services from IEUA, except upon the prior recommendation and approval of the Advisory
23 Committee and pursuant to written order of the Court.

24 26. Cooperation With Other Agencies. Subject to prior recommendation or approval of the
25 Advisory Committee, Watermaster may act jointly or cooperate with agencies of the United States and the
26 State of California or any political subdivisions, municipalities or districts or any person to the end that the
27 purpose of the Physical Solution may be fully and economically carried out.
28

1 27. Studies. Watermaster may, with concurrence of the Advisory Committee or affected Pool
2 Committee and in accordance with Paragraph 54 (b), undertake relevant studies of hydrologic conditions,
3 both quantitative and qualitative, and operating aspects of implementation of the management program
4 for Chino Basin.

5 28. Ground Water Storage Agreements. Watermaster shall adopt, with the approval of the
6 Advisory Committee, uniformly applicable rules and a standard form of agreement for storage of
7 supplemental water, pursuant to criteria therefore set forth in Exhibit "I". Upon appropriate application by
8 any person, Watermaster shall enter into such a storage agreement; provided that all such storage
9 agreements shall first be approved by written order of the Court, and shall by their terms preclude
10 operations which will have a substantial adverse impact on other producers.

11 29. Accounting for Stored Water. Watermaster shall calculate additions, extractions and
12 losses and maintain an annual account of all Stored Water in Chino Basin, and any losses of water
13 supplies or Safe Yield of Chino Basin resulting from such Stored Water.

14 30. Annual Administrative Budget. Watermaster shall submit to Advisory Committee an
15 administrative budget and recommendation for each fiscal year on or before March 1. The Advisory
16 Committee shall review and submit said budget and their recommendations to Watermaster on or before
17 April 1, following. Watermaster shall hold a public hearing on said budget at its April quarterly meeting
18 and adopt the annual administrative budget which shall include the administrative items for each pool
19 committee. The administrative budget shall set forth budgeted items in sufficient detail as necessary to
20 make a proper allocation of the expense among the several pools, together with Watermaster's proposed
21 allocation. The budget shall contain such additional comparative information or explanation as the
22 Advisory Committee may recommend from time to time. Expenditures within budgeted items may
23 thereafter be made by Watermaster in the exercise of powers herein granted, as a matter of course. Any
24 budget transfer in excess of 20% of a budget category during any budget year or modification of such
25 administrative budget during any year shall be first submitted to the Advisory Committee for review and
26 recommendation.

1 31. Review Procedures. All actions, decisions or rules of Watermaster shall be subject to
2 review by the Court on its own motion or on timely motion by any party, the Watermaster (in the case of a
3 mandated action), the Advisory Committee, or any Pool Committee, as follows:

4 (a) Effective Date of Watermaster Action. Any action, decision or rule of
5 Watermaster shall be deemed to have occurred or been enacted on the date on which written
6 notice thereof is mailed. Mailing of copies of approved Watermaster minutes to the active parties
7 shall constitute such notice to all parties.

8 (b) Noticed Motion. Any party, the Watermaster (as to any mandated action), the
9 Advisory Committee, or any Pool Committee may, by a regularly noticed motion, apply to the
10 Court for review of any Watermaster's action, decision or rule. Notice of such motion shall be
11 served personally or mailed to Watermaster and to all active parties. Unless otherwise ordered
12 by the Court, such motion shall not operate to stay the effect of such Watermaster action,
13 decision or rule.

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

17 (d) De Novo Nature of Proceedings. Upon the filing of any such motion, the Court
18 shall require the moving party to notify the active parties, the Watermaster, the Advisory
19 Committee, and each Pool Committee, of a date for taking evidence and argument, and on the
20 date so designated shall review de novo the question at issue. Watermaster's findings or
21 decision, if any, may be received in evidence at said hearing, but shall not constitute presumptive
22 or prima facie proof of any fact in issue.

23 (e) Decision. The decision of the Court in such proceeding shall be an appealable
24 supplemental order in this case. When the same is final, it shall be binding upon the
25 Watermaster and all parties.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C. ADVISORY AND POOL COMMITTEES

32. Authorization. Watermaster is authorized and directed to cause committees of producer representatives to be organized to act as Pool Committees for each of the several pools created under the Physical solution. Said Pool Committees shall, in turn, jointly form an Advisory Committee to assist Watermaster in performance of its functions under this judgment. Pool Committees shall be composed as specified in the respective pooling plans, and the Advisory Committee shall be composed of ten (10) voting representatives from each pool, as designated by the respective Pool Committee⁶ ***in accordance with each pool's pooling plan.*** WMWD, ***Three Valleys Municipal Water District (Successor to PVMWD)*** and SBVMWD shall each be entitled to one non-voting representative on said Advisory Committee.

33. Term and Vacancies. Members of any Pool Committee, shall serve for the term, and vacancies shall be filled, as specified in the respective pooling plan. Members of the Advisory Committee shall serve at the will of their respective Pool Committee.

34. Voting Power. The voting power on each Pool Committee shall be allocated as provided in the respective pooling plan. The voting power on the Advisory Committee shall be one hundred (100) votes allocated among the three pools in proportion to the total assessments paid to Watermaster during the preceding year; provided, that the minimum voting power of each pool shall be

- (a) Overlying Agricultural Pool 20,
- (b) Overlying Non-Agricultural Pool 5, and
- (c) Appropriative Pool 20.

⁶ Order dated September 18, 1996.

1 In the event any pool is reduced to its said minimum vote, the remaining votes shall be allocated between
2 the remaining pools on said basis of assessments paid to Watermaster by each such remaining pool
3 during the preceding year. The method of exercise of each pool's voting power on the Advisory
4 Committee shall be as determined by the respective pool committees.

5
6 35. Quorum. A majority of the voting power of the Advisory Committee or any Pool
7 Committee shall constitute a quorum for the transaction of affairs of such Advisory or Pool Committee;
8 provided, that at least one representative of each Pool Committee shall be required to constitute a
9 quorum of the Advisory Committee. No Pool Committee representative may purposely absent himself or
10 herself, without good cause, from an Advisory Committee meeting to deprive it of a quorum. Action by
11 affirmative vote of a majority of the entire voting power of any Pool Committee or the Advisory Committee
12 shall constitute action by such committee. Any action or recommendation of a Pool Committee or the
13 Advisory Committee shall be transmitted to Watermaster in writing, together with a report of any
14 dissenting vote or opinion.

15 36. Compensation. Pool or Advisory Committee members may receive compensation, to be
16 established by the respective pooling plan, but not to exceed twenty-five dollars (\$25.00) for each
17 meeting of such Pool or Advisory Committee attended, and provided that no member of a Pool or
18 Advisory Committee shall receive compensation of more than three hundred (\$300.00) dollars for service
19 on any such committee during any one year. All such compensation shall be a part of Watermaster
20 administrative expense. No member of any Pool or Advisory Committee shall be employed by
21 Watermaster or compensated by Watermaster for professional or other services rendered to such Pool or
22 Advisory Committee or to Watermaster, other than the fee for attendance at meetings herein provided,
23 plus reimbursement of reasonable expenses related to activities within the Basin.

24
25 37. Organization.

26 (a) Organizational Meeting. At its first meeting in each year, each Pool Committee
27 and the Advisory Committee shall elect a chairperson and a vice chairperson from its
28

1 membership. It shall also select a secretary, a treasurer and such assistant secretaries and
2 treasurers as may be appropriate, any of whom may, but need not, be members of such Pool or
3 Advisory Committee.

4 (b) Regular Meetings. All Pool Committees and the Advisory Committee shall hold
5 regular meetings at a place and time to be specified in the rules to be adopted by each Pool and
6 Advisory Committee. Notice of regular meetings of any Pool or Advisory Committee, and of any
7 change in time or place thereof, shall be mailed to all active parties in said pool or pools.
8

9 (c) Special Meetings. Special meetings of any Pool or Advisory Committee may be
10 called at any time by the Chairperson or by any three (3) members of such Pool or Advisory
11 Committee by delivering notice personally or by mail to each member of such Pool or Advisory
12 Committee and to each active party at least 24 hours before the time of each such meeting in the
13 case of personal delivery, and 96 hours in the case of mail. The calling notice shall specify the
14 time and place of the special meeting and the business to be transacted. No other business shall
15 be considered at such meeting.
16

17 (d) Minutes. Minutes of all Pool Committee, Advisory Committee and Watermaster
18 meetings shall be kept at Watermaster's offices. Copies thereof shall be mailed or otherwise
19 furnished to all active parties in the pool or pools concerned. Said copies of minutes shall
20 constitute notice of any Pool or Advisory Committee action therein reported, and shall be
21 available for inspection by any party.

22 (e) Adjournments. Any meeting of any Pool or Advisory Committee may be
23 adjourned to a time and place specified in the order of adjournment. Less than a quorum may so
24 adjourn from time to time. A copy of the order or notice of adjournment shall be conspicuously
25 posted forthwith on or near the door of the place where the meeting was held.

26 38. Powers and Functions. The powers and functions of the respective Pool Committees
27 and the Advisory Committee shall be as follows:
28

1 (a) Pool Committees. Each Pool Committee shall have the power and responsibility
2 for developing policy recommendations for administration of its particular pool, as created under
3 the Physical Solution. All actions and recommendations of any Pool Committee which require
4 Watermaster implementation shall first be noticed to the other two pools. If no objection is
5 received in writing within thirty (30) days, such action or recommendation shall be transmitted
6 directly to Watermaster for action. If any such objection is received, such action or
7 recommendation shall be reported to the Advisory Committee before being transmitted to
8 Watermaster.

9 (b) Advisory Committee. The Advisory Committee shall have the duty to study, and
10 the power to recommend, review and act upon all discretionary determinations made or to be
11 made hereunder by Watermaster.
12

13 [1] Committee Initiative. When any recommendation or advice of the
14 Advisory Committee is received by Watermaster, action consistent therewith may be
15 taken by Watermaster; provided, that any recommendation approved by 80 votes or more
16 in the Advisory Committee shall constitute a mandate for action by Watermaster
17 consistent therewith. If Watermaster is unwilling or unable to act pursuant to
18 recommendation or advice from the Advisory Committee (other than such mandatory
19 recommendations), Watermaster shall hold a public hearing, which shall be followed by
20 written findings and decision. Thereafter, Watermaster may act in accordance with said
21 decision, whether consistent with or contrary to said Advisory Committee
22 recommendation. Such action shall be subject to review by the Court, as in the case of
23 all other Watermaster determinations.

24 [2] Committee Review. In the event Watermaster proposes to take
25 discretionary action, other than approval or disapproval of a Pool Committee action or
26 recommendation properly transmitted, or execute any agreement not theretofore within
27 the scope of an Advisory Committee recommendation, notice of such intended action
28

1 shall be served on the Advisory Committee and its members at least thirty (30) days
2 before the Watermaster meeting at which such action is finally authorized.

3 (c) Review of Watermaster Actions. Watermaster (as to mandated action), the
4 Advisory Committee or any Pool Committee shall be entitled to employ counsel and expert
5 assistance in the event Watermaster or such Pool or Advisory Committee seeks Court review of
6 any Watermaster action or failure to act. The cost of such counsel and expert assistance shall be
7 Watermaster expense to be allocated to the affected pool or pools.
8

9 VI. PHYSICAL SOLUTION

10 A. GENERAL

11
12 39. Purpose and Objective. Pursuant to the mandate of Section 2 of Article X of the
13 California Constitution, the Court hereby adopts and orders the parties to comply with a Physical Solution.
14 The purpose of these provisions is to establish a legal and practical means for making the maximum
15 reasonable beneficial use of the waters of Chino Basin by providing the optimum economic, long-term,
16 conjunctive utilization of surface waters, ground waters and supplemental water, to meet the
17 requirements of water users having rights in or dependent upon Chino Basin.
18

19 40. Need for Flexibility. It is essential that this Physical solution provide maximum flexibility
20 and adaptability in order that Watermaster and the Court may be free to use existing and future
21 technological, social, institutional and economic options, in order to maximize beneficial use of the waters
22 of Chino Basin. To that end, the Court's retained jurisdiction will be utilized, where appropriate, to
23 supplement the discretion herein granted to the Watermaster.

24 41. Watermaster Control. Watermaster, with the advice of the Advisory and Pool
25 Committees, is granted discretionary powers in order to develop an optimum basin management program
26 for Chino Basin, including both water quantity and quality considerations. Withdrawals and supplemental
27 water replenishment of Basin Water, and the full utilization of the water resources of Chino Basin, must
28

1 be subject to procedures established by and administered through Watermaster with the advice and
2 assistance of the Advisory and Pool Committees composed of the affected producers. Both the quantity
3 and quality of said water resources may thereby be preserved and the beneficial utilization of the Basin
4 maximized.

5
6 42. General Pattern of Operations. It is contemplated that the rights herein decreed will be
7 divided into three (3) operating pools for purposes of Watermaster administration. A fundamental
8 premise of the Physical Solution is that all water users dependent upon Chino Basin will be allowed to
9 pump sufficient waters from the Basin to meet their requirements. To the extent that pumping exceeds
10 the share of the Safe Yield assigned to the Overlying Pools, or the Operating Safe Yield in the case of the
11 Appropriative Pool, each pool will provide funds to enable Watermaster to replace such overproduction.
12 The method of assessment in each pool shall be as set forth in the applicable pooling plan.

13 B. POOLING

14
15 43. Multiple Pools Established. There are hereby established three (3) pools for
16 Watermaster administration of, and for the allocation of responsibility for, and payment of, costs of
17 replenishment water and other aspects of this Physical Solution.

18 (a) Overlying (Agricultural) Pool. The first pool shall consist of the State of California
19 and all overlying producers who produce water for other than industrial or commercial purposes.
20 The initial members of the pool are listed in Exhibit "C".

21
22 (b) Overlying (Non-agricultural) Pool. The second pool shall consist of overlying
23 producers who produce water for industrial or commercial purposes. The initial members of this
24 pool are listed in Exhibit "D".

25
26 (c) Appropriative Pool. A third and separate pool shall consist of owners of
27 appropriative rights. The initial members of the pool are listed in Exhibit "E".
28

1 Any party who changes the character of his use may, by subsequent order of the Court, be
2 reassigned to the proper pool; but the allocation of Safe Yield under Paragraph 44 hereof shall not be
3 changed. Any non-party producer or any person who may hereafter commence production of water from
4 Chino Basin, and who may become a party to this physical solution by intervention, shall be assigned to
5 the proper pool by the order of the Court authorizing such intervention.

6 44. Determination and Allocation of Rights to Safe Yield of Chino Basin. The declared Safe
7 Yield of Chino Basin is hereby allocated as follows:
8

9 <u>Pool</u>	<u>Allocation</u>
10 Overlying (Agricultural) Pool	414,000 acre-feet in any five (5) consecutive years.
11 Overlying (Non-agricultural) Pool	7,366 acre-feet per year.
12 Appropriative Pool	49,834 acre-feet per year.

13
14 The foregoing acre foot allocations to the overlying pools are fixed. Any subsequent change in
15 the Safe Yield shall be debited or credited to the Appropriative Pool. Basin Water available to the
16 Appropriative Pool without replenishment obligation may vary from year to year as the Operating Safe
17 Yield is determined by Watermaster pursuant to the criteria set forth in Exhibit "I".

18 45. Annual Replenishment. Watermaster shall levy and collect assessments in each year,
19 pursuant to the respective pooling plans, in amounts sufficient to purchase replenishment water to
20 replace production by any pool during the preceding year which exceeds that pool's allocated share of
21 Safe Yield in the case of the overlying pools, or Operating Safe Yield in the case of the Appropriative
22 Pool. It is anticipated that supplemental water for replenishment of Chino Basin may be available at
23 different rates to the various pools to meet their replenishment obligations. If such is the case, each pool
24 will be assessed only that amount necessary for the cost of replenishment water to that pool, at the rate
25 available to the pool, to meet its replenishment obligation.
26
27
28

1 systems within the basin. Under those agreements, which are recognized hereby but shall be
2 unaffected and unimpaired by this judgment, substantial quantities of reclaimed water may be
3 made available for replenishment purposes. There are additional sources of reclaimed water
4 which are, or may become, available to Watermaster for said purposes. Maximum beneficial use
5 of reclaimed water shall be given high priority by Watermaster.

6 (b) State Water. State water constitutes a major available supply of supplemental
7 water. In the case of State Water, Watermaster purchases shall comply with the water service
8 provisions of the State's water service contracts. More specifically, Watermaster shall purchase
9 State Water from MWD for replenishment of excess production within IEUA, WMWD and
10 TVMWD, and from SBVMWD to replenish excess production within SBVMWD's boundaries in
11 Chino Basin, except to the extent that MWD and SBVMWD give their consent as required by
12 such State water service contracts.

13
14 (c) Local Import. There exist facilities and methods for importation of surface and
15 ground water supplies from adjacent basins and watersheds.

16
17 (d) Colorado River Supplies. MWD has water supplies available from its Colorado
18 River Aqueduct.

19 50. Methods of Replenishment. Watermaster may accomplish replenishment of
20 overproduction from the Basin by any reasonable method, including:

21
22 (a) Spreading and percolation or Injection of water in existing or new facilities,
23 subject to the provisions of Paragraphs 19, 25 and 26 hereof.

24
25 (b) In Lieu Procedures. Watermaster may make, or cause to be made, deliveries of
26 water for direct surface use, in lieu of ground water production.

27 E. REVENUES

1 51. Production Assessment. Production assessments, on whatever basis, may be levied by
2 Watermaster pursuant to the pooling plan adopted for the applicable pool.

3 52. Minimal Producers. Minimal Producers shall be exempted from payment of production
4 assessments, upon filing of production reports as provided in Paragraph 47 of this Judgment, and
5 payment of an annual five dollar (\$5.00) administrative fee as specified by Watermaster rules.
6

7 53. Assessment Proceeds — Purposes. Watermaster shall have the power to levy
8 assessments against the parties (other than minimal pumpers) based upon production during the
9 preceding period of assessable production, whether quarterly, semi-annually or annually, as may be
10 determined most practical by Watermaster or the affected Pool Committee.

11 54. Administrative Expenses. The expenses of administration of this Physical Solution shall
12 be categorized as either (a) general Watermaster administrative expense, or (b) special project expense.
13

14 (a) General Watermaster Administrative Expense shall include office rental, general
15 personnel expense, supplies and office equipment, and related incidental expense and general
16 overhead.
17

18 (b) Special Project Expense shall consist of special engineering, economic or other
19 studies, litigation expense, meter testing or other major operating expenses. Each such project
20 shall be assigned a Task Order number and shall be separately budgeted and accounted for.

21 General Watermaster administrative expense shall be allocated and assessed against the
22 respective pools based upon allocations made by the Watermaster, who shall make such
23 allocations based upon generally accepted cost accounting methods. Special Project Expense
24 shall be allocated to a specific pool, or any portion thereof, only upon the basis of prior express
25 assent and finding of benefit by the Pool Committee, or pursuant to written order of the Court.

26 55. Assessments -- Procedure. Assessments herein provided for shall be levied and
27 collected as follows:
28

1 (a) Notice of Assessment. Watermaster shall give written notice of all applicable
2 assessments to each party on or before ninety (90) days after the end of the production period to
3 which such assessment is applicable.

4 (b) Payment. Each assessment shall be payable on or before thirty (30) days after
5 notice, and shall be the obligation of the party or successor owning the water production facility at
6 the time written notice of assessment is given, unless prior arrangement for payment by others
7 has been made in writing and filed with Watermaster.

8
9 (c) Delinquency. Any delinquent assessment shall bear interest at 10% per annum
10 (or such greater rate as shall equal the average current cost of borrowed funds to the
11 Watermaster) from the due date thereof. Such delinquent assessment and interest may be
12 collected in a show-cause proceeding herein instituted by the Watermaster, in which case the
13 Court may allow Watermaster its reasonable costs of collection, including attorney's fees.

14
15 56. Accumulation of Replenishment Water Assessment Proceeds. In order to minimize
16 fluctuation in assessment and to give Watermaster flexibility in purchase and spreading of replenishment
17 water, Watermaster may make reasonable accumulations of replenishment water assessment proceeds.
18 Interest earned on such retained funds shall be added to the account of the pool from which the funds
19 were collected and shall be applied only to the purchase of replenishment water.

20 57. Effective Date. The effective date for accounting and operation under this Physical
21 Solution shall be July 1, 1977, and the first production assessments hereunder shall be due after July 1,
22 1978. Watermaster shall, however, require installation of meters or measuring devices and establish
23 operating procedures immediately, and the cost of such Watermaster activity (not including the cost of
24 such meters and measuring devices) may be recovered in the first administrative assessment in 1978.

1 VII. MISCELLANEOUS PROVISIONS

2 58. Designation of Address for Notice and Service. Each party shall designate the name and
3 address to be used for purposes of all subsequent notices and service herein, either by its endorsement
4 on the Stipulation for Judgment or by a separate designation to be filed within thirty (30) days after
5 Judgment has been served. Said designation may be changed from time to time by filing a written notice
6 of such change with the Watermaster. Any party desiring to be relieved of receiving notices of
7 Watermaster or committee activity may file a waiver of notice on a form to be provided by Watermaster.
8 Thereafter such party shall be removed from the Active Party list. Watermaster shall maintain at all times
9 a current list of all active parties and their addresses for purposes of service. Watermaster shall also
10 maintain a full current list of names and addresses of all parties or their successors, as filed herein.
11 Copies of such lists shall be available, without cost, to any party, the Advisory Committee or any Pool
12 Committee upon written request therefor.
13

14 59. Service of Documents. Delivery to or service upon any party or active party by the
15 Watermaster, by any other party, or by the Court, of any item required to be served upon or delivered to
16 such party or active party under or pursuant to the Judgment shall be made personally or by deposit in
17 the United States mail, first class, postage prepaid, addressed to the designee and at the address in the
18 latest designation filed by such party or active party.
19

20 60. Intervention After Judgment. Any non-party assignee of the adjudicated appropriative
21 rights of any appropriator, or any other person newly proposing to produce water from Chino Basin, may
22 become a party to this Judgment upon filing a petition in intervention. Said intervention must be
23 confirmed by order of this Court. Such intervenor shall thereafter be a party bound by this judgment and
24 entitled to the rights and privileges accorded under the Physical Solution herein, through the pool to which
25 the Court shall assign such intervenor.
26
27
28

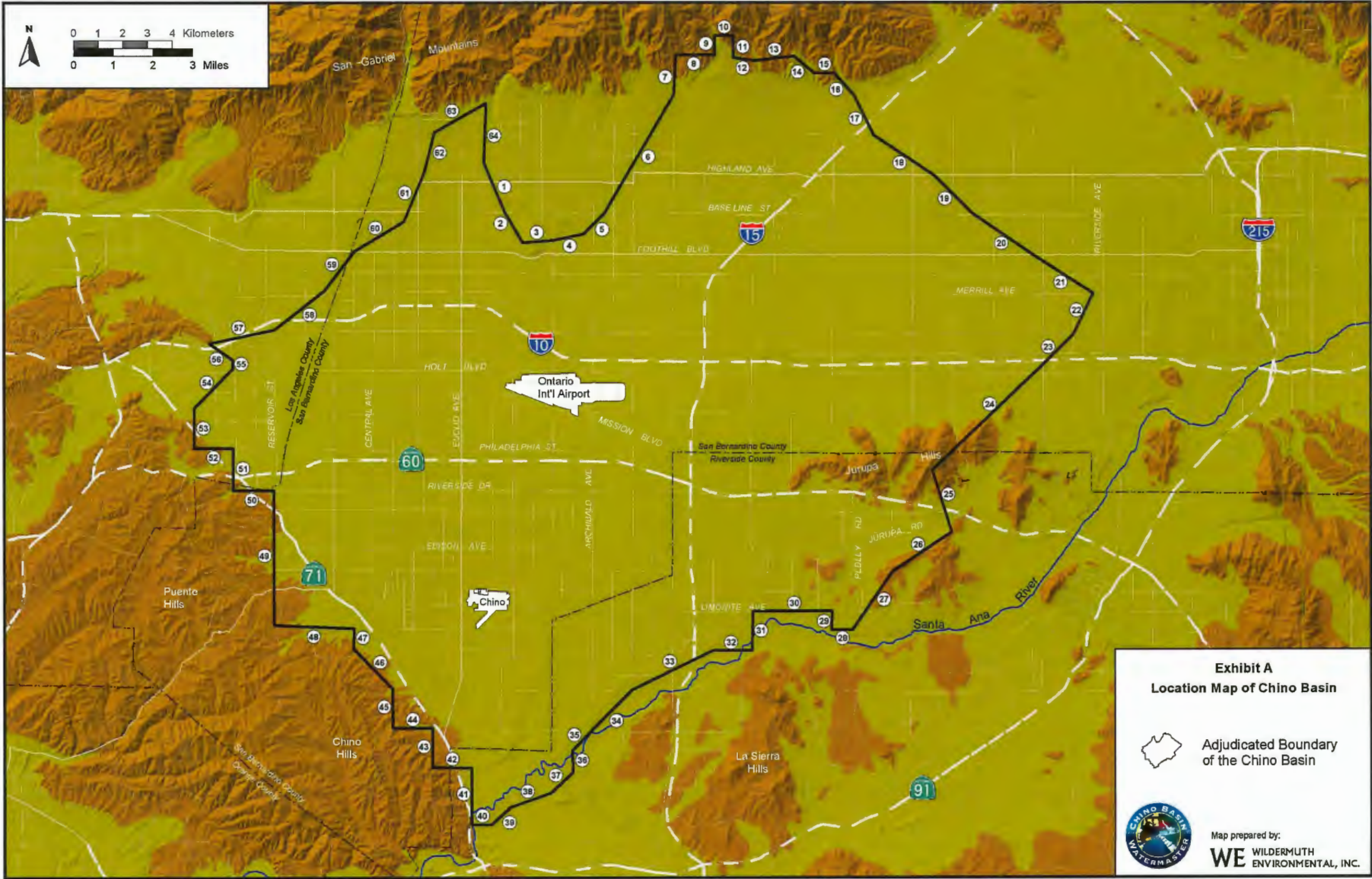


EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	STATE OF CALIFORNIA	Aphesssetche, Xavier
2	COUNTY OF SAN BERNARDINO	Arena Mutual Water Assn.
3	Abacherli, Dairy, Inc.	Armstrong Nurseries, Inc.
4	Abacherli, Frank	Arretche, Frank
5	Abacherli, Shirley	Arretche, Jean Pierre
6	Abbona, Anna	Arvidson, Clarence F.
7	Abbona, James	Arvidson, Florence
8	Abbona, Jim	Ashley, George W.
9	Abbona, Mary	Ashley, Pearl E.
10	Agliani, Amelia H.	Atlas Farms
11	Agman, Inc.	Atlas Ornamental Iron Works, Inc.
12	Aguerre, Louis B.	Aukeman, Carol
13	Ahmanson Trust Co.	Aukeman, Lewis
14	Akiyama, Shizuye	Ayers, Kenneth C., aka
15	Akiyama, Tomoo	Kelley Ayers
16	Akkerman, Dave	Bachoc, Raymond
17	Albers, J.N.	Baldwin, Edgar A.
18	Albers, Nellie	Baldwin, Lester
19	Alewyn, Jake J.	Banbury, Carolyn
20	Alewyn, Normalee	Bangma Dairy
21	Alger, Mary D.	Bangma, Arthur
22	Alger, Raymond	Bangma, Ida
23	Allen, Ben F.	Bangma, Martin
24	Allen, Jane F.	Bangma, Sam
25	Alta-Dena Dairy	Barba, Anthony B.
26	Anderson Farms	Barba, Frank
27	Anguiano, Sarah L.S.	Barcellos, Joseph
28	Anker, Gus	Barnhill, Maurine W.
	Barnhill, Paul	Boersma, Angie

EXHIBIT "C"
STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Bartel, Dale	Boersma, Berdina
2	Bartel, Ursula	Boersma, Frank
3	Bartel, Willard	Boersma, Harry
4	Barthelemy, Henry	Boersma, Paul
5	Barthelemy, Roland	Boersma, Sam
6	Bassler, Donald V., M.D.	Boersma, William L.
7	Bates, Lowell R.	Bohlander & Holmes, Inc.
8	Bates, Mildred L.	Bokma, Peter
9	Beahm, James W.	Bollema, Jacob
10	Beahm, Joan M.	Boonstoo, Edward
11	Bekendam, Hank	Bootsma, Jim
12	Bekendam, Pete	Borba, Dolene
13	Bello, Eugene	Borba, Dolores
14	Bello, Olga	Borba, Emily
15	Beltman, Evelyn	Borba, George
16	Beltman, Tony	Borba, John
17	Bergquist Properties, Inc.	Borba, John & Sons
18	Bevacqua, Joel A.	Borba, John Jr.
19	Bevacqua, Marie B.	Borba, Joseph A.
20	Bidart, Bernard	Borba, Karen E.
21	Bidart, Michael J.	Borba, Karen M.
22	Binnell, Wesley	Borba, Pete, Estate of
23	Black, Patricia E.	Borba, Ricci
24	Black, Victor	Borba, Steve
25	Bodger, John & Sons Co.	Borba, Tom
26	Boer, Adrian	Bordisso, Alleck
27	Boersma and Wind Dairy	Borges, Angelica M.
28	Borges, Bernadette	Bothof, Roger W.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Borges, John O.	Bouma, Cornie
2	Borges, Linda L.	Bouma, Emma
3	Borges, Manual Jr.	Bouma, Henry P.
4	Borges, Tony	Bouma, Martin
5	Bos, Aleid	Bouma, Peter G. & Sons Dairy
6	Bos, Gerrit	Bouma, Ted
7	Bos, John	Bouman, Helen
8	Bos, John	Bouman, Sam
9	Bos, Margaret	Bower, Mabel E.
10	Bos, Mary	Boys Republic
11	Bos, Mary Beth	Breedyk, Arie
12	Bos, Tony	Breedyk, Jessie
13	Bosch, Henrietta	Briano Brothers
14	Bosch, Peter T.	Briano, Albert
15	Boschma, Betty	Briano, Albert Trustee for
16	Boschma, Frank	Briano, Albert Frank
17	Boschma, Greta	Briano, Lena
18	Boschma, Henry	Brink, Russell N.
19	Bosma, Dick	Brinkerhoff, Margaret
20	Bosma, Florence G.	Brinkerhoff, Robert L.
21	Bosma, Gerrit	Britschgi, Florence
22	Bosma, Jacob J.	Britschgi, Magdalena Garetto
23	Bosma, Jeanette Thea	Britschgi, Walter P.
24	Bosman, Frank	Brommer, Marvin
25	Bosman, Nellie	Brookside Enterprizes, dba
26	Bosnyak, Goldie M.	Brookside Vineyard Co.
27	Bosnyak, Martin	Brothers Three Dairy
28	Brown, Eugene	Chino Corona Investment

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Brun, Martha M.	Chino Water Co.
2	Brun, Peter Robert	Christensen, Leslie
3	Buma, Duke	Christensen, Richard G.
4	Buma, Martha	Christian, Ada R.
5	Bunse, Nancy	Christian, Harold F.
6	Bunse, Ronnie L.	Christy, Ella J.
7	Caballero, Bonnie L.	Christy, Ronald S.
8	Caballero, Richard F.	Cihigoyenetché, Jean
9	Cable Airport Inc.	Cihigoyenetché, Leona
10	Cadlini, Donald	Cihigoyenetché, Martin
11	Cadlini, Jesse R.	Clarke, Arthur B.
12	Cadlini, Marie Edna	Clarke, Nancy L.
13	Cambio, Anna	Clarke, Phyllis J.
14	Cambio, Charles, Estate of	Coelho, Isabel
15	Cambio, William V.	Coelho, Joe A. Jr.
16	Cardoza, Florence	Collins, Howard E.
17	Cardoza, Olivi	Collins, Judith F.
18	Cardoza, Tony	Collinsworth, Ester L.
19	Carnesi, Tom	Collinsworth, John E.
20	Carver, Robt M., Trustee	Collinsworth, Shelby
21	Cauffman, John R.	Cone Estate (05-2-00648/649)
22	Chacon Bros.	Consolidated Freightways Corp.
23	Chancon, Elvera P.	of Delaware
24	Chacon, Joe M.	Corona Farms Co.
25	Chacon, Robert M.	Corra, Rose
26	Chacon, Virginia L.	Costa, Dimas S.
27	Chez, Joseph C.	Costa, Laura
28	Costa, Myrtle	De Boer, L.H.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Costamagna, Antonio	De Boer, Sidney
2	Costamagna, Joseph	De Bos, Andrew
3	Cousyn, Claus B.	De Graaf, Anna Mae
4	Cramer, Carole F.	De Graaf, Gerrit
5	Cramer, William R.	De Groot, Dick
6	Crossroads Auto Dismantlers, Inc.	De Groot, Dorothy
7	Crouse, Beatrice I.	De Groot, Ernest
8	Crouse, Roger	De Groot, Henrietta
9	Crowley, Juanita C.	De Groot, Jake
10	Crowley, Ralph	De Groot, Pete Jr.
11	Cucamonga Vintners	De Haan, Bernadena
12	D'Astici, Teresa	De Haan, Henry
13	Da Costa, Cecilia B.	De Hoog, Adriana
14	Da Costa, Joaquim F.	De Hoog, Joe
15	Daloisio, Norman	De Hoog, Martin
16	De Berard Bros.	De Hoog, Martin L.
17	De Berard, Arthur, Trustee	De Hoog, Mitch
18	De Berard, Charles	De Hoog, Tryntje
19	De Berard, Chas., Trustee	De Jager, Cobi
20	De Berard, Helan J.	De Jager, Edward D.
21	De Berard, Robert	De Jong Brothers Dairy
22	De Berard, Robert Trustee	De Jong, Cornelis
23	De Bie, Adrian	De Jong, Cornelius
24	De Bie, Henry	De Jong, Grace
25	De Bie, Margaret M.	De Jong, Jake
26	De Bie, Marvin	De Jong, Lena
27	De Boer, Fred	De Leeuw, Alice
28	De Leeuw, Sam	Dirkse, Catherine

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	De Soete, Agnes	Dirkse, Charles C.
2	De Soete, Andre	Dixon, Charles E.
3	De Vries, Abraham	Dixon, Geraldine A.
4	De Vries, Case	Doesberg, Hendrica
5	De Vries, Dick	Doesburg, Theodorus, P.
6	De Vries, Evelyn	Dolan, Marion
7	De Vries, Henry, Estate of	Dolan, Michael H.
8	De Vries, Hermina	Dominguez, Helen
9	De Vries, Jack H.	Dominguez, Manual
10	De Vries, Jane	Donkers, Henry A.
11	De Vries, Janice	Donkers, Nellie G.
12	De Vries, John	Dotta Bros.
13	De Vries, John J.	Douma Brothers Dairy
14	De Vries, Neil	Douma, Betty A.
15	De Vries, Ruth	Douma, Fred A.
16	De Vries, Theresa	Douma, Hendrika
17	De Wit, Gladys	Douma, Herman G.
18	De Wit, Peter S.	Douma, Narleen J.
19	De Wyn, Evert	Douma, Phillip M.
20	De Zoete, Hattie V.	Dow Chemical Co.
21	Do Zoete, Leo A.	Dragt, Rheta
22	Decker, Hallie	Dragt, William
23	Decker, Henry A.	Driftwood Dairy Farm
24	Demmer, Ernest	Droogh, Case
25	Di Carlo, Marie	Duhalde, Marian
26	Di Carlo, Victor	Duhalde, Lauren
27	Di Tommaso, Frank	Duits, Henrietta
28	Duits, John	Excelsior Farms F.D.I.C.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Dunlap, Edna Kraemer,	Fagundes, Frank M.
2	Estate of	Fagundes, Mary
3	Durrington, Glen	Fernandes, Joseph Jr.
4	Durrington, William F.	Fernandes, Velma C.
5	Dusi, John Sr.	Ferraro, Ann
6	Dykstra, Dick	Ferreira, Frank J.
7	Dykstra, John	Ferreira, Joe C. Jr.
8	Dykstra, John & Sons	Ferreira, Narcie
9	Dykstra, Wilma	Fillippi, J. Vintage Co.
10	Dyt, Cor	Filippi, Joseph
11	Dyt, Johanna	Filippi, Joseph A.
12	E and S Grape Growers	Filippi, Mary E.
13	Eaton, Thomas, Estate of	Fitzgerald, John R.
14	Echeverria, Juan	Flameling Dairy Inc.
15	Echeverria, Carlos	Flamingo Dairy
16	Echeverria, Pablo	Foss, Douglas E.
17	Eilers, E. Myrle	Foss, Gerald R.
18	Eilers, Henry W.	Foss, Russel
19	El Prado Golf Course	Fred & John Troost No. 1 Inc.
20	Ellsworth, Rex C.	Fred & Maynard Troost No. 2 Inc.
21	Engelsma, Jake	Freitas, Beatriz
22	Engelsma, Susan	Freitas, Tony T.
23	Escojeda, Henry	Gakle, Louis L.
24	Etiwanda Grape Products Co.	Galleano Winery, Inc.
25	Euclid Ave. Investment One	Galleano, Bernard D.
26	Euclid Ave. Investment Four	Galleano, D.
27	Euclid Ave. Three Investment	Galleano, Mary M.
28	Garcia, Pete	Hansen, Raymond F.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Gardner, Leland V.	Hanson, Ardeth W.
2	Gardner, Lola M.	Harada, James T.
3	Garrett, Leonard E.	Harada, Violet A.
4	Garrett, Patricia T.	Haringa, Earl and Sons
5	Gastelluberry, Catherine	Haringa, Herman
6	Gastelluberry, Jean	Haringa, Rudy
7	Gilstrap, Glen E.	Haringa, William
8	Gilstrap, Marjorie J.	Harper, Cecilia de Mille
9	Godinho, John	Harrington, Winona
10	Godinho, June	Harrison, Jacqueline A.
11	Gonsalves, Evelyn	Hatanaka, Kenichi
12	Gonsalves, John	Heida, Annie
13	Gorzeman, Geraldine	Heida, Don
14	Gorzeman, Henry A.	Heida, Jim
15	Gorzeman, Joe	Heida, Sam
16	Govea, Julia	Helms, Addison D.
17	Goyenette, Albert	Helms, Irma A.
18	Grace, Caroline E.	Hermans, Alma I.
19	Grace, David J.	Hermans, Harry
20	Gravatt, Glenn W.	Hettinga, Arthur
21	Gravatt, Sally Mae	Hettinga, Ida
22	Greydanus Dairy, Inc.	Hettinga, Judy
23	Greydanus, Rena	Hettinga, Mary
24	Griffin Development Co.	Hettinga, Wilbur
25	Haagsma, Dave	Heublein, Inc., Grocery Products
26	Haagsma, John	Group
27	Hansen, Mary D.	Hibma, Catherine M.
28	Hibma, Sidney	Hohberg, Harold C.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Hicks, Kenneth I.	Hohberg, Harold W.
2	Hicks, Minnie M.	Holder, Arthur B.
3	Higgins Brick Co.	Holder, Dorothy F.
4	Highstreet, Alfred V.	Holmes, A. Lee
5	Highstreet, Evada V.	Holmes, Frances P.
6	Hilarides, Bertha as Trustee	Hoogeboom, Gertrude
7	Hilarides, Frank	Hoogeboom, Pete
8	Hilarides, John as Trustee	Hoogendam, John
9	Hindelang, Tillie	Hoogendam, Tena
10	Hindelang, William	Houssels, J. K. Thoroughbred
11	Hobbs, Bonnie C.	Farm
12	Hobbs, Charles W.	Hunt Industries
13	Hobbs, Hazel I.	Idsinga, Ann
14	Hobbs, Orlo M.	Idsinga, William W.
15	Hoekstra, Edward	Imbach Ranch, Inc.
16	Hoekstra, George	Imbach, Kenneth E.
17	Hoekstra, Grace	Imbach, Leonard K.
18	Hoekstra, Louie	Imbach, Oscar K.
19	Hofer, Paul B.	Imbach, Ruth M.
20	Hofer, Phillip F.	Indaburu, Jean
21	Hofstra, Marie	Indaburu, Marceline
22	Hogeboom, Jo Ann M.	Iseli, Kurt H.
23	Hogeboom, Maurice D.	Ito, Kow
24	Hogg, David V.	J & B Dairy Inc.
25	Hogg, Gene P.	Jaques, Johnny C. Jr.
26	Hogg, Warren G.	Jaques, Mary
27	Hohberg, Edith J.	Jaques, Mary Lou
28	Jay Em Bee Farms	Knevelbaard, John

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Johnson Bro's Egg Ranches, Inc.	Knudsen, Ejnar
2	Johnston, Ellwood W.	Knudsen, Karen M.
3	Johnston, George F. Co.	Knudsen, Kenneth
4	Johnston, Judith H.	Knudson, Robert
5	Jones, Leonard P.	Knudson, Darlene
6	Jongsma & Sons Dairy	Koel, Helen S.
7	Jongsma, Diana A.	Koetsier, Gerard
8	Jongsma, Dorothy	Koetsier, Gerrit J.
9	Jongsma, George	Koetsier, Jake
10	Jongsma, Harold	Koning, Fred W.
11	Jongsma, Henry	Koning, Gloria
12	Jongsma, John	Koning, J. W. Estate
13	Jongsma, Nadine	Koning, James A.
14	Jongsma, Tillie	Koning, Jane
15	Jordan, Marjorie G.	Koning, Jane C.
16	Jordan, Troy O.	Koning, Jennie
17	Jorritsma, Dorothy	Koning, John
18	Juliano, Albert	Koning, Victor A.
19	Kamper, Cornelis	Kooi Holstein Corporation
20	Kamstra, Wilbert	Koolhaas, Kenneth E.
21	Kaplan, Lawrence J.	Koolhaas, Simon
22	Kasbergen, Martha	Koolhaas, Sophie Grace
23	Kasbergen, Neil	Koopal, Grace
24	Kazian, Angelen Estate of	Koopal, Silas
25	Kingsway, Const. Corp.	Koopman, Eka
26	Klapps Market	Koopman, Gene T.
27	Kline, James K.	Koopman, Henry G.
28	Koopman, Ted	Leck, Arthur A.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Koopman, Tena	Leck, Evelyn M.
2	Koot, Nick	Lee, Harold E.
3	Koster, Aart	Lee, Helen J.
4	Koster, Frances	Lee, Henrietta C.
5	Koster, Henry B.	Lee, R. T. Construction Co.
6	Koster, Nellie	Lekkerkerk, Adriana
7	Kroes, Jake R.	Lekkerkerk, L. M.
8	Kroeze, Bros	Lekkerkerker, Nellie
9	Kroeze, Calvin E.	Lekkerkerker, Walt
10	Kroeze, John	Lewis Homes of California
11	Kroeze, Wesley	Livingston, Dorothy M.
12	Kruckenberg, Naomi	Livingston, Rex E.
13	Kruckenberg, Perry	Lokey, Rosemary Kraemer
14	L. D. S. Welfare Ranch	Lopes, Candida A.
15	Labrucherie, Mary Jane	Lopes, Antonio S.
16	Labrucherie, Raymond F.	Lopez, Joe D.
17	Lako, Samuel	Lourenco, Carlos, Jr.
18	Landman Corp.	Lourenco, Carmelina P.
19	Lanting, Broer	Lourenco, Jack C.
20	Lanting, Myer	Lourenco, Manual H.
21	Lass, Jack	Lourenco, Mary
22	Lass, Sandra L.	Lourenco, Mary
23	Lawrence, Cecelia, Estate of	Luiten, Jack
24	Lawrence, Joe H., Estate of	Luiz, John M.
25	Leal, Bradley W.	Luna, Christine I.
26	Leal, John C.	Luna, Ruben T.
27	Leal, John Craig	Lusk, John D. and Sons A California Corporation
28		
	Lyon, Gregory E.	Mickel, Louise

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Lyon, Paula E.	Miersma, Dorothy
2	M & W Co. #2	Meirsma, Harry C.
3	Madole, Betty M.	Minaberry, Arnaud
4	Madole, Larry B.	Minaberry, Marie
5	Marquez, Arthur	Mistretta, Frank J.
6	Marquine, Jean	Mocho and Plaa Inc.
7	Martin, Lelon O.	Mocho, Jean
8	Martin, Leon O.	Mocho, Noeline
9	Martin, Maria D.	Modica, Josephine
10	Martin, Tony J.	Montes, Elizabeth
11	Martins, Frank	Montes, Joe
12	Mathias, Antonio	Moons, Beatrice
13	Mc Cune, Robert M.	Moons, Jack
14	Mc Masters, Gertrude	Moramarco, John A. Enterprise
15	Mc Neill, J. A.	Moreno, Louis W.
16	Mc Neill, May F.	Moss, John R.
17	Mees, Leon	Motion Pictures Associates, Inc.
18	Mello and Silva Dairy	Moynier, Joe
19	Mello and Sousa Dairy	Murphy, Frances V.
20	Mello, Emilia	Murphy, Myrl L.
21	Mello, Enos C.	Murphy, Naomi
22	Mello, Mercedes	Nanne, Martin Estate of
23	Mendiondo, Catherine	Nederend, Betty
24	Mendiondo, Dominique	Nederend, Hans
25	Meth. Hosp. – Sacramento	Norfolk, James
26	Metzger, R. S.	Norfolk, Martha
27	Metzger, Winifred	Notrica, Louis
28	Nyberg, Lillian N.	Ormonde, Viva

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Nyenhuis, Annie	Ortega, Adeline B.
2	Nyenhuis, Jim	Ortega, Bernard Dino
3	Occidental Land Research	Osterkamp, Joseph S.
4	Okumura, Marion	Osterkamp, Margaret A.
5	Okumura, Yuiche	P I E Water Co.
6	Oldengarm, Effie	Palmer, Eva E.
7	Oldengarm, Egbert	Palmer, Walter E.
8	Oldengarm, Henry	Parente, Luis S.
9	Oliviera, Manuel L.	Parente, Mary Borba
10	Oliviera, Mary M.	Parks, Jack B.
11	Olson, Albert	Parks, Laura M.
12	Oltmans Construction Co.	Patterson, Lawrence E. Estate of
13	Omlin, Anton	Payne, Clyde H.
14	Omlin, Elsie L.	Payne, Margo
15	Ontario Christian School Assn.	Pearson, Athelia K.
16	Oord, John	Pearson, William C.
17	Oostdam, Jacoba	Pearson, William G.
18	Oostdam, Pete	Pene, Robert
19	Oosten, Agnes	Perian, Miller
20	Oosten, Anthonia	Perian, Ona E.
21	Oosten, Caroline	Petrissans, Deanna
22	Oosten, John	Petrissans, George
23	Oosten, Marinus	Petrissans, Jean P.
24	Oosten, Ralph	Petrissans, Marie T.
25	Orange County Water District	Pickering, Dora M.
26	Ormonde, Manuel	(Mrs. A. L. Pickering)
27	Ormonde, Pete, Jr.	Pierce, John
28	Pierce, Sadie	Righetti, A. T.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Pietszak, Sally	Riley, George A.
2	Pine, Joe	Riley, Helen C.
3	Pine, Virginia	Robbins, Jack K.
4	Pires, Frank	Rocha, John M.
5	Pires, Marie	Rocha, Jose C.
6	Plaa, Jeanne	Rodrigues, John
7	Plaa, Michel	Rodrigues, Manuel
8	Plantenga, Agnes	Rodrigues, Manuel, Jr.
9	Plantenga, George	Rodrigues, Mary L.
10	Poe, Arlo D.	Rodriguez, Daniel
11	Pomona Cemetery Assn.	Rogers, Jack D.
12	Porte, Cecelia, Estate of	Rohrer, John A.
13	Porte, Garritt, Estate of	Rohrer, Theresa D.
14	Portsmouth, Vera McCarty	Rohrs, Elizabeth H.
15	Ramella, Mary M.	Rossetti, M. S.
16	Ramirez, Concha	Roukema, Angeline
17	Rearick, Hildegard H.	Roukema, Ed.
18	Rearick, Richard R.	Roukema, Nancy
19	Reinalda, Clarence	Roukema, Siebren
20	Reitsma, Greta	Ruderian, Max J.
21	Reitsma, Louis	Russell, Fred J.
22	Rice, Bernice	Rusticus, Ann
23	Rice, Charlie E.	Rusticus, Charles
24	Richards, Karin	Rynsburger, Arie
25	(Mrs. Ronnie Richards)	Rynsburger, Berdena, Trust
26	Richards, Ronald L.	Rynsburger, Joan Adele
27	Ridder, Jennie Wassenaar	Rynsburger, Thomas
28	S. P. Annex, Inc.	Scott, Frances M.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Salisbury, Elinor J.	Scott, Linda F.
2	Sanchez, Edmundo	Scott, Stanley A.
3	Sanchez, Margarita O.	Scritsmier, Lester J.
4	Santana, Joe Sr.	Serl, Charles A.
5	Santana, Palmira	Serl, Rosalie P.
6	Satragni, John B. Jr.	Shady Grove Dairy, Inc.
7	Scaramella, George P.	Shamel, Burt A.
8	Schaafsma Bros.	Shelby, Harold E.
9	Schaafsma, Jennie	Shelby, John A.
10	Schaafsma, Peter	Shelby, Velma M.
11	Schaafsma, Tom	Shelton, Alice A.
12	Schaap, Andy	Sherwood, Robert W.
13	Schaap, Ids	Sherwood, Sheila J.
14	Schaap, Maria	Shue, Eva
15	Schacht, Sharon C.	Shue, Gilbert
16	Schakel, Audrey	Sieperda, Anne
17	Schakel, Fred	Sieperda, James
18	Schmid, Olga	Sigrist, Hans
19	Schmidt, Madeleine	Sigrist, Rita
20	Schoneveld, Evert	Silveira, Arline L.
21	Schoneveld, Henrietta	Silveira, Frank
22	Schoneveld, John	Silveira, Jack
23	Schoneveld, John Allen	Silveira, Jack P. Jr.
24	Schug, Donald E.	Simas, Dolores
25	Schug, Shirley A.	Simas, Joe
26	Schuh, Bernatta M.	Singleton, Dean
27	Schuh, Harold H.	Singleton, Elsie R.
28	Sinnott, Jim	Staal, John

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Sinnott, Mildred B.	Stahl, Zippora P.
2	Slegers, Dorothy	Stampfl, Berta
3	Slegers, Hubert J.	Stampfl, William
4	Slegers, Jake	Stanley, Robert E.
5	Slegers, Jim	Stark, Everett
6	Slegers, Lenwood M.	Stellingwerf, Andrew
7	Slegers, Martha	Stellingwerf, Henry
8	Slegers, Tesse J.	Stellingwerf, Jenette
9	Smith, Edward S.	Stellingwerf, Shana
10	Smith, Helen D.	Stellingwerf, Stan
11	Smith, James E.	Stelzer, Mike C.
12	Smith, Keith J.	Sterk, Henry
13	Smith, Lester W.	Stiefel, Winifred
14	Smith, Lois Maxine	Stiefel, Jack D.
15	Smith, Marjorie W.	Stigall, Richard L.
16	Soares, Eva	Stigall, Vita
17	Sogioka, Mitsuyoshi	Stockman's Inn
18	Sogioka, Yoshimato	Stouder, Charlotte A.
19	Sousa, Sam	Stouder, William C.
20	Southern Pacific Land Co.	Struikmans, Barbara
21	Southfield, Eddie	Struikmans, Gertie
22	Souza, Frank M.	Struikmans, Henry Jr.
23	Souza, Mary T.	Struikmans, Henry Sr.
24	Spickerman, Alberta	Struikmans, Nellie
25	Spickerman, Florence	Swager, Edward
26	Spickerman, Rudolph	Swager, Gerben
27	Spyksma, John	Swager, Johanna
28	Swager, Marion	Terpstra, Theodore G.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Swierstra, Donald	Teune, Tony
2	Swierstra, Fanny	Teunissen, Bernard
3	Sybrandy, Ida	Teunissen, Jane
4	Sybrandy, Simon	Thomas, Ethel M.
5	Sytsma, Albert	Thommen, Alice
6	Sytsma, Edith	Thommen, Fritz
7	Sytsma, Jennie	Tillema, Allie
8	Sytsma, Louie	Tillema, Harold
9	Te Velde, Agnes	Tillema, Klaas D.
10	Te Velde, Bay	Timmons, William R.
11	Te Velde, Bernard A.	Tollerup, Barbara
12	Te Velde, Bonnie	Tollerup, Harold
13	Te Velde, Bonnie G.	Trapani, Louis A.
14	Te Velde, George	Trimlett, Arlene R.
15	Te Velde, George, Jr.	Trimlett, George E.
16	Te Velde, Harm	Tristant, Pierre
17	Te Velde, Harriet	Tuinhout, Ale
18	Te Velde, Henry J.	Tuinhout, Harry
19	Te Velde, Jay	Tuinhout, Hilda
20	Te Velde, Johanna	Tuls, Elizabeth
21	Te Velde, John H.	Tuls, Jack S.
22	Te Velde, Ralph A.	Tuls, Jake
23	Te Velde, Zwaantina, Trustee	Union Oil Company of California
24	Ter Maaten, Case	United Dairyman's Co-op.
25	Ter Maaten, Cleone	Urquhart, James G.
26	Ter Maaten, Steve	Usle, Cathryn
27	Terpstra, Carol	Usle, Faustino
28	V & Y Properties	Van Hofwegen, Clara

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Vaile, Beryl M.	Van Hofwegen, Jessie
2	Valley Hay Co.	Van Klaveren, A.
3	Van Beek Dairy Inc.	Van Klaveren, Arie
4	Van Canneyt Dairy	Van Klaveren, Wilhelmina
5	Van Canneyt, Maurice	Van Klaveren, William
6	Van Canneyt, Wilmer	Van Leeuwen, Arie C.
7	Van Dam, Bas	Van Leeuwen, Arie C.
8	Van Dam, Isabelle	Van Leeuwen, Arlan
9	Van Dam, Nellie	Van Leeuwen, Clara G.
10	Van Den Berg, Gertrude	Van Leeuwen, Cornelia L.
11	Van Den Berg, Joyce	Van Leeuwen, Harriet
12	Van Den Berg, Marinus	Van Leeuwen, Jack
13	Van Den Berg, Marvin	Van Leeuwen, John
14	Van Der Linden, Ardith	Van Leeuwen, Letie
15	Van Der Linden, John	Van Leeuwen, Margie
16	Van Der Linden, Stanley	Van Leeuwen, Paul
17	Van Der Veen, Kenneth	Van Leeuwen, William A.
18	Van Diest, Anna T.	Van Ravenswaay, Donald
19	Van Diest, Cornelius	Van Ryn Dairy
20	Van Diest, Ernest	Van Ryn, Dick
21	Van Diest, Rena	Van Surksum, Anthonetta
22	Van Dyk, Bart	Van Surksum, John
23	Van Dyk, Jeanette	Van Veen, John
24	Van Foeken, Martha	Van Vliet, Effie
25	Van Foeken, William	Van Vliet, Hendrika
26	Van Hofwegen, Steve	Van Vliet, Hugo
27	Van Hofwegen, Adrian A.	Van Vliet, Klaas
28	Vande Witte, George	Vander Laan, Katie

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Vanden Berge, Gertie	Vander Laan, Martin Jr.
2	Vanden Berge, Gertie	Vander Laan, Tillie
3	Vanden Berge, Jack	Vander Leest, Anna
4	Vanden Berge, Jake	Vander Leest, Ann
5	Vanden Brink, Stanley	Vander Meer, Alice
6	Vander Dussen, Agnes	Vander Meer, Dick
7	Vander Dussen, Cor	Vander Poel, Hank
8	Vander Dussen, Cornelius	Vander Poel, Pete
9	Vander Dussen, Edward	Vander Pol, Irene
10	Vander Dussen, Geraldine Marie	Vander Pol, Margie
11	Vander Dussen, James	Vander Pol, Marines
12	Vander Dussen, John	Vander Pol, William P.
13	Vander Dussen, Nelvina	Vander Schaaf, Earl
14	Vander Dussen, Rene	Vander Schaaf, Elizabeth
15	Vander Dussen, Sybrand Jr.	Vander Schaaf, Henrietta
16	Vander Dussen, Sybrand Sr.	Vander Schaaf, John
17	Vander Dussen Trustees	Vander Schaaf, Ted
18	Vander Eyk, Case Jr.	Vander Stelt, Catherine
19	Vander Eyk, Case Sr.	Vander Stelt, Clarence
20	Vander Feer, Peter	Vander Tuig, Arlene
21	Vander Feer, Rieka	Vander Tuig, Sylvester
22	Vander Laan, Ann	Vander Veen, Joe A.
23	Vander Laan, Ben	Vandervlag, Robert
24	Vander Laan, Bill	Vander Zwan, Peter
25	Vander Laan, Corrie	Vanderford, Betty W.
26	Vander Laan, Henry	Vanderford, Claud R.
27	Vander Laan, James	Vanderham, Adrian
28	Vanderham, Cornelius	Vestal, J. Howard

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Vanderham, Cornelius P.	Visser, Gerrit
2	Vanderham, Cory	Visser, Grace
3	Vanderham, E. Jane	Visser, Henry
4	Vanderham, Marian	Visser, Jess
5	Vanderham, Martin	Visser, Louie
6	Vanderham, Pete C.	Visser, Neil
7	Vanderham, Wilma	Visser, Sam
8	Vasquez, Eleanor	Visser, Stanley
9	Veenendaal, Evert	Visser, Tony D.
10	Veenendaal, John H.	Visser, Walter G.
11	Veiga, Dominick, Sr.	Von Der Ahe, Fredric T.
12	Verbree, Jack	Von Euw, George
13	Verbree, Tillie	Von Euw, Majorie
14	Verger, Bert	Von Lusk, a limited partnership
15	Verger, Betty	Voortman, Anna Marie
16	Verhoeven, Leona	Voortman, Edward
17	Verhoeven, Martin	Voortman, Edwin J.
18	Verhoeven, Wesley	Voortman, Gertrude Dena
19	Vermeer, Dick	Wagner, Richard H.
20	Vermeer, Jantina	Walker, Carole R.
21	Vernola Ranch	Walker, Donald E.
22	Vernola, Anthonietta	Walker, Wallace W.
23	Vernola, Anthony	Wardle, Donald M.
24	Vernola, Frank	Warner, Dillon B.
25	Vernola, Mary Ann	Warner, Minnie
26	Vernola, Pat F.	Wassenaar, Peter W.
27	Vestal, Frances Lorraine	Waters, Michael
28	Weeda, Adriana	Wiersma, Jake

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Weeda, Daniel	Wiersma, Otto
2	Weeks, O. L.	Wiersma, Pete
3	Weeks, Verona E.	Winchell, Verne H., Trustee
4	Weidman, Maurice	Wind, Frank
5	Weidman, Virginia	Wind, Fred
6	Weiland, Adaline I.	Wind, Hilda
7	Weiland, Peter J.	Wind, Johanna
8	Wesselink, Jules	Woo, Frank
9	West, Katharine R.	Woo, Sem Gee
10	West, Russel	Wybenga, Clarence
11	West, Sharon Ann	Wybenga, Gus
12	Western Horse Property	Wybenga, Gus K.
13	Westra, Alice	Wybenga, Sylvia
14	Westra, Henry	Wynja, Andy
15	Westra, Hilda	Wynja, Iona F.
16	Westra, Jake J.	Yellis, Mildred
17	Weststeyn, Freida	Yellis, Thomas E.
18	Weststeyn, Pete	Ykema-Harmsen Dairy
19	Whitehurst, Louis G.	Ykema, Floris
20	Whitehurst, Pearl L.	Ykema, Harriet
21	Whitmore, David L.	Yokley, Betty Jo
22	Whitmore, Mary A.	Yokley, Darrell A.
23	Whitney, Adolph M.	Zak, Zan
24	Wiersema, Harm	Zivelonghi, George
25	Wiersema, Harry	Zivelonghi, Margaret
26	Wiersma, Ellen H.	Zwaagstra, Jake
27	Wiersma, Gladys J.	Zwaagstra, Jessie M.
28		Zwart, Case

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

NON-PRODUCER WATER DISTRICTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- Chino Basin Municipal Water District
- Chino Basin Water Conservation District
- Pomona Valley Municipal Water District
- Western Municipal Water District of Riverside County

DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

- | | |
|-------------------|---------------------|
| Cheryl L. Bain | Roy W. Lantis |
| Warren Bain | Sharon I. Lantis |
| John M. Barcelona | Frank Lorenz |
| Letty Bassler | Dagney H. MacDonald |
| John Brazil | Frank E. Martin |
| John S. Briano | Ruth C. Martin |
| Lupe Briano | Connie S. Mello |
| Paul A. Briano | Naldiro J. Mello |
| Tillie Briano | Felice Miller |
| Arnie B. Carlson | Ted Miller |
| John Henry Fikse | Masao Nerio |
| Phyllis S. Fikse | Tom K. Nerio |
| Lewellyn Flory | Toyo Nerio |
| Mary I. Flory | Yuriko Nerio |
| L. H. Glazer | Harold L. Rees |
| Dorothy Goodman | Alden G. Rose |
| Sidney D. Goodman | Claude Rouleau, Jr. |
| Frank Grossi | Patricia M. Rouleau |
| Harada Brothers | Schultz Enterprises |
| Ellen Hettinga | Albert Shaw |

EXHIBIT "C"
STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Hein Hettinga	Lila Shaw
2	Dick Hofstra, Jr.	Cathy M. Stewart
3	Benjamin M. Hughey	Marvin C. Stewart
4	Frieda L. Hughey	Betty Ann Stone
5	Guillaume Indart	John B. Stone
6	Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
7	Perry Kruckenberg, Jr.	Catherine Verburg
8	Martin Verburg	
9	Donna Vincent	
10	Larry Vincent	
11	Cliff Wolfe & Associates	
12	Ada M. Woll	
13	Zarubica Co.	
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

EXHIBIT "D"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

OVERLYING NON-AGRICULTURAL RIGHTS

<u>Party</u>	<u>Total Overlying Non-Agricultural Rights (Acre-Feet)</u>	<u>Share of Safe Yield (Acre-Feet)</u>
Ameron Steel Producers, Inc.	125	97.858
County of San Bernardino (Airport)	171	133.870
Conrock Company	406	317.844
Kaiser Steel Corporation	3,743	2,930.274
Red Star Fertilizer	20	15.657
Southern California Edison Co.	1,255	982.499
Space Center, Mira Loma	133	104.121
Southern Service Co. dba Blue Seal Linen	24	18.789
Sunkist Growers, Inc.	2,393	1,873.402
Carlsberg Mobile Home Properties, Ltd '73	593	464.240
Union Carbide Corporation	546	427.446
Quaker Chemical Co.	<u>0</u>	<u>0.000</u>
Totals	9,409	7,366.000

EXHIBIT "E"

APPROPRIATIVE RIGHTS

<u>Party</u>	<u>Appropriative Right (Acre Feet)</u>	<u>Share of Initial Operating Safe Yield (Acre-Feet)</u>	<u>Share of Operating Safe Yield (Percent)</u>
City of Chino	5,271.7	3,670.067	6.693
City of Norco	289.5	201.545	0.368
City of Ontario	16,337.4	11,373.816	20.742
City of Pomona	16,110.5	11,215.852	20.454
City of Upland	4,097.2	2,852.401	5.202
Cucamonga County Water District	4,431.0	3,084.786	5.626
Jurupa Community Services District	1,104.1	768.655	1.402
Monte Vista County Water District	5,958.7	4,148.344	7.565
West San Bernardino County Water District	925.5	644.317	1.175
Etiwanda Water Company	768.0	534.668	0.975
Feldspar Gardens Mutual Water Company	68.3	47.549	0.087
Fontana Union Water Company	9,188.3	6,396.736	11.666
Marygold Mutual Water Company	941.3	655.317	1.195
Mira Loma Water Company	1,116.0	776.940	1.417
Monte Vista Irrigation Company	972.1	676.759	1.234
Mutual Water Company of Glen Avon Heights	672.2	467.974	0.853
Park Water Company	236.1	164.369	0.300
Pomona Valley Water Company	3,106.3	2,162.553	3.944
San Antonio Water Company	2,164.5	1,506.888	2.748
Santa Ana River Water Company	1,869.3	1,301.374	2.373
Southern California Water Company	1,774.5	1,235.376	2.253
West End Consolidated Water Company	<u>1,361.3</u>	<u>947.714</u>	<u>1.728</u>
TOTAL	78,763.8	55,834.000	100.000

EXHIBIT "F"
OVERLYING (AGRICULTURAL) POOL
POOLING PLAN

1. Membership in Pool. The State of California and all producers listed in Exhibit "C" shall be the initial members of this pool, which shall include all producers of water for overlying uses other than industrial or commercial purposes.

2. Pool Meetings. The members of the pool shall meet annually, in person or by proxy, at a place and time to be designated by Watermaster for purposes of electing members of the Pool Committee and conducting any other business of the pool. Special meetings of the membership of the pool may be called and held as provided in the rules of the pool.

3. Voting. All voting at meetings of pool members shall be on the basis of one vote for each 100 acre feet or any portion thereof of production from Chino Basin during the preceding year, as shown by the records of Watermaster.

4. Pool Committee. The Pool Committee for this pool shall consist of not less than nine (9) representatives selected at large by members of the pool. The exact number of members of the Pool Committee in any year shall be as determined by majority vote of the voting power of members of the pool in attendance at the annual pool meeting. Each member of the Pool Committee shall have one vote and shall serve for a two-year term. The members first elected shall classify themselves by lot so that approximately one-half serve an initial one-year term. Vacancies during any term shall be filled by a majority of the remaining members of the Pool Committee.

5. Advisory Committee Representatives. The number of representatives of the Pool Committee on the Advisory Committee shall be as provided in the rules of the pool from time to time but not exceeding ten (10). The voting power of the pool on the Advisory Committee shall be apportioned and exercised as determined from time to time by the Pool Committee.

6. Replenishment Obligation. The pool shall provide funds for replenishment of any production by persons other than members of the Overlying Non-Agricultural Pool or Appropriator Pool,

in excess of the pool's share of Safe Yield. During the first five (5) years of operations of the Physical Solution, reasonable efforts shall be made by the Pool Committee to equalize annual assessments.

7. Assessments. All assessments in this pool (whether for replenishment water cost or for pool administration or the allocated share of Watermaster administration) shall be in an amount uniformly applicable to all production in the pool during the preceding year or calendar quarter. Provided, however, that the Agricultural Pool Committee, may recommend to the Court modification of the method of assessing pool members, inter se, if the same is necessary to attain legitimate basin management objectives, including water conservation and avoidance of undesirable socio-economic consequences. Any such modification shall be initiated and ratified by one of the following methods:

(a) Excess Production. - In the event total pool production exceeds 100,000 acre feet in any year, the Pool Committee shall call and hold a meeting, after notice to all pool members, to consider remedial modification of the assessment formula.

(b) Producer Petition. - At any time after the fifth full year of operation under the Physical Solution, a petition by ten percent (10%) of the voting power or membership of the Pool shall compel the holding of a noticed meeting to consider revision of said formula of assessment for replenishment water.

In either event, a majority action of the voting power in attendance at such pool members' meeting shall be binding on the Pool Committee.

8. Rules. - The Pool Committee shall adopt rules for conducting meetings and affairs of the committee and for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

//

//

//

EXHIBIT "G"

OVERLYING (NON-AGRICULTURAL) POOL

POOLING PLAN

1. **Membership in Pool.** The initial members of the pool, together with the decreed share of the Safe Yield of each, are listed in Exhibit "D". Said pool includes producers of water for overlying industrial or commercial non-agricultural purposes, or such producers within the Pool who may hereafter take water pursuant to Paragraph 8 hereof.

2. **Pool Committee.** The Pool Committee for this pool shall consist of one representative designated by each member of the pool. Voting on the committee shall be on the basis of one vote for each member, unless a volume vote is demanded, in which case votes shall be allocated as follows:

The volume voting power on the Pool Committee shall be 1,484 votes. Of these, 742 votes shall be allocated on the basis of one vote for each ten (10) acre feet or fraction thereof of decreed shares in Safe Yield. (See Exhibit "D"). The remaining 742 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.⁸

Affirmative action of the Committee shall require a majority of the voting power of the members in attendance, provided that it includes concurrence by at least one-third of its total members.⁹

3. **Advisory Committee Representatives.** At least three (3) members of the Pool Committee shall be designated by said committee to serve on the Advisory Committee. The exact number of such representatives at any time shall be as determined by the Pool Committee. The voting power of the pool shall be exercised in the Advisory Committee as a unit, based upon the vote of a majority of said representatives.

⁸ Or production assessments paid under Water Code Section 72140 et seq., as to years prior to the second year of operation under the Physical Solution hereunder.

⁹ Order dated October 8, 2010.

4. Replenishment Obligation. The pool shall provide funds for replenishment of any production in excess of the pool's share of Safe Yield in the preceding year.

5. Assessments.¹⁰

(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 ground water 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.

6. Assignment. Rights herein decreed are appurtenant to *that* land and are only assignable with the land for overlying 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*

¹⁰ Order dated December 21, 2007.

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.¹¹

7. Carry-over. Any member of the pool who produces less than its assigned water share of Safe Yield may carry such unexercised right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any pool member exceeds its share of Safe Yield, such member shall, as a condition of preserving such surplus carryover, execute a storage agreement with Watermaster.

8. Substitute Supplies. To the extent that any Pool member, at the request of Watermaster and with the consent of the Advisory Committee, takes substitute surface water in lieu of producing ground water otherwise subject to production as an allocated share of Safe Yield, said party shall nonetheless remain a member of this Pool.

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:

¹¹ Order dated September 28, 2000 and Order dated April 19, 2001.

(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, 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.

910. Rules. The Pool Committee shall adopt rules for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

EXHIBIT "H"
APPROPRIATIVE POOL
POOLING PLAN

1. Qualification for Pool. Any city, district or other public entity and public utility -- either regulated under Public Utilities Commission jurisdiction, or exempt therefrom as a non-profit mutual water company (other than those assigned to the Overlying (Agricultural) Pool) -- shall be a member of this pool. All initial members of the pool are listed in Exhibit "E", together with their respective appropriative rights and acre foot allocation and percentage shares of the initial and subsequent Operating Safe Yield.

2. Pool Committee. The Pool Committee shall consist of one (1) representative appointed by each member of the Pool.

3. Voting. The total voting power on the Pool Committee shall be 1,000 votes. Of these, 500 votes shall be allocated in proportion to decreed percentage shares in Operating Safe Yield. The remaining 500 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year. Routine business of the Pool Committee may be conducted on the basis of one vote per member, but upon demand of any member a weighted vote shall be taken. Affirmative action of the Committee shall require a majority of the voting power of members in attendance, provided that it includes concurrence by at least one-third of its total members.

4. Advisory Committee Representatives. **Members of the Pool Committee shall be designated to represent this pool on the Advisory Committee *on the following basis:* Each major appropriator, i.e., the owner of an adjudicated appropriative right in excess of 3,000 acre feet, or each appropriator that produces in excess of 3,000 acre feet based upon the prior year's production, shall be entitled to one representative. Two additional representatives of the Appropriative Pool on the Advisory Committee shall be elected at large by the remaining members of the pool. The voting power of the Appropriative Pool on the Advisory Committee shall be apportioned between the major appropriator representatives in proportion to their respective voting power in the Pool Committee. The two representatives of the remaining appropriators shall exercise equally the voting power proportional to the Pool Committee voting power of said**

remaining appropriators; provided, however, that if any representative fails to attend an Advisory Committee meeting, the voting power of that representative shall be allocated among the representatives of the Appropriative Pool in attendance in the same proportion as their respective voting powers.¹²

5. Replenishment Obligation. The pool shall provide funds for purchase of replenishment water to replace any production by the pool in excess of Operating Safe Yield during the preceding year.

6. Administrative Assessment. Costs of administration of this pool and its share of general Watermaster expense shall be recovered by a uniform assessment applicable to all production during the preceding year.

7. Replenishment Assessment. The cost of replenishment water required to replace production from Chino Basin in excess of Operating Safe Yield in the preceding year shall be allocated and recovered as follows:

(a) For production, other than for increased export,

within CBMWD or WMWD:

(1) Gross Assessment. 15% of such replenishment water costs shall be recovered by a uniform assessment against all production of each appropriator producing in said area during the preceding year.

(2) Net Assessment. The remaining 85% of said costs shall be recovered by a uniform assessment on each acre foot of production from said area by each such appropriator in excess of his allocated share of Operating Safe Yield during said preceding year.

(b) For production which is exported for use outside Chino Basin in excess of maximum export in any year through 1976, such increased export production shall be assessed against the exporting appropriator in an amount sufficient to purchase replenishment water from CBMWD or WMWD in the amount of such excess.

¹² Order dated September 18, 1996.

(c) For production within SBVMWD or PVMWD:

By an assessment on all production in excess of an appropriator's share of Operating Safe Yield in an amount sufficient to purchase replenishment water through SBVMWD or MWD in the amount of such excess.

8. Socio-Economic Impact Review. The parties have conducted certain preliminary socio-economic impact studies. Further and more detailed socio-economic impact studies of the assessment formula and its possible modification shall be undertaken for the Appropriator Pool by Watermaster no later than ten (10) years from the effective date of this Physical Solution, or whenever total production by this pool has increased by 30% or more over the decreed appropriative rights, whichever is first.

9. Facilities Equity Assessment. Watermaster may, upon recommendation of the Pool Committee, institute proceedings for levy and collection of a Facilities Equity Assessment for the purposes and in accordance with the procedures which follow:

(a) Implementing Circumstances. - There exist several sources of supplemental water available to Chino Basin, each of which has a differential cost and quantity available. The optimum management of the entire Chino Basin water resource favors the maximum use of the lowest cost supplemental water to balance the supplies of the Basin, in accordance with the Physical Solution. The varying sources of supplemental water include importations from MWD and SBVMWD, importation of surface and ground water supplies from other basins in the immediate vicinity of Chino Basin, and utilization of reclaimed water. In order to fully utilize any of such alternate sources of supply, it will be essential for particular appropriators having access to one or more of such supplies to have invested, or in the future to invest, directly or indirectly, substantial funds in facilities to obtain and deliver such water to an appropriate point of use. To the extent that the use of less expensive alternative sources of supplemental water can be maximized by the inducement of a Facilities Equity Assessment, as herein provided, it is to the long-term benefit of the entire basin that such assessment be authorized and levied by Watermaster.

(b) Study and Report. - At the request of the Pool Committee, Watermaster shall undertake a survey study of the utilization of alternate supplemental supplies by

members of the Appropriate Pool which would not otherwise be utilized and shall prepare a report setting forth the amount of such alternative supplies being currently utilized, the amount of such supplies which could be generated by activity within the pool, and the level of cost required to increase such uses and to optimize the total supplies available to the basin. Said report shall contain an analysis and recommendation for the levy of a necessary Facilities Equity Assessment to accomplish said purpose.

(c) Hearing. - If the said report by Watermaster contains a recommendation for imposition of a Facilities Equity Assessment, and the Pool Committee so requests, Watermaster shall notice and hold a hearing not less than 60 days after distribution of a copy of said report to each member of the pool, together with a notice of the hearing date. At such hearing, evidence shall be taken with regard to the necessity and propriety of the levy of a Facilities Equity Assessment and full findings and decision shall be issued by Watermaster.

(d) Operation of Assessment. - If Watermaster determines that it is appropriate that a Facilities Equity Assessment be levied in a particular year, the amount of additional supplemental supplies which should be generated by such assessment shall be estimated. The cost of obtaining such supplies, taking into consideration the investment in necessary facilities shall then be determined and spread equitably among the producers within the pool in a manner so that those producers not providing such additional lower cost supplemental water, and to whom a financial benefit will result, may bear a proportionate share of said costs, not exceeding said benefit; provided that any producer furnishing such supplemental water shall not thereby have its average cost of water in such year reduced below such producer's average cost of pumping from the Basin. In so doing, Watermaster shall establish a percentage of the total production by each party which may be produced without imposition of a Facilities Equity Assessment. Any member of the pool producing more water than said percentage shall pay such Facilities Equity Assessment on any such excess production. Watermaster is authorized to transmit and pay the proceeds of such Facilities Equity Assessment to those producers who take less than their share of Basin water by reason of furnishing a higher percentage of their requirements through use of supplemental water.

10. Unallocated Safe Yield Water. To the extent that, in any five years, any portion of the share of Safe Yield allocated to the Overlying (Agricultural) Pool is not produced, such water shall be available for reallocation to members of the Appropriative Pool, as follows:

(a) Priorities. - Such allocation shall be made in the following sequence:

(1) to supplement, in the particular year, water available from Operating Safe Yield to compensate for any reduction in the Safe Yield by reason of recalculation thereof after the tenth year of operation hereunder.

(2) pursuant to conversion claims as defined in Subparagraph (b) hereof.

(3) as a supplement to Operating Safe Yield, without regard to reductions in Safe Yield.

(b) Conversion Claims.¹³ The following procedures may be utilized by any appropriator:

1) **Record of Unconverted Agricultural Acreage.** *Watermaster shall maintain on an ongoing basis a record with appropriate related maps of all agricultural acreage within the Chino Basin subject to being converted to appropriative water use pursuant to the provisions of this subparagraph. An initial identification of such acreage as of June 30, 1995 is attached hereto as Appendix 1.*

(2) **Record of Water Service Conversion.** *Any appropriator who undertakes to permanently provide water service to lands **subject to conversion** may report such intent to change water service to Watermaster. Watermaster **should** thereupon verify such change in water service and shall maintain a record and account for each appropriator of the total acreage involved. **Should, at any time, converted acreage return to water service from the Overlying (Agricultural) Pool, Watermaster shall return such acreage to unconverted status***

¹³ Order dated November 17, 1995.

and correspondingly reduce or eliminate any allocation accorded to the appropriator involved.

(3) Allocation of Safe Yield Rights

(i) *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.*¹⁴

(ii) *In any year in which the unallocated Safe Yield water from the Overlying (Agricultural) Pool is not sufficient to satisfy all outstanding conversion claims pursuant to subparagraph (i) herein above, Watermaster shall establish allocation percentages for each appropriator with conversion claims. The percentages shall be based upon the ratio of the total of such converted acreage approved and recorded for each appropriator's account in comparison to the total of converted acreage approved and recorded for all appropriators. Watermaster shall apply such allocation percentage for each appropriator to the total unallocated Safe Yield water available for conversion claims to derive the amount allocable to each appropriator.*

(4) Notice and Allocation. Notice of the special allocation of Safe Yield water pursuant to conversion claims shall be given to each appropriator and shall be treated for purposes of this Physical Solution as an addition to such appropriator's share of the Operating Safe Yield for the particular year only.

¹⁴ Order dated September 28, 2000 and Order dated April 19, 2001.

(5) Administrative Costs. Any costs of Watermaster attributable to the administration of such special allocations and conversion claims shall be assessed against the appropriators participating in such reporting, apportioned in accordance with the total amount of converted acreage held by each appropriator participating in the conversion program.

11. In Lieu Procedures. There are, or may develop, certain areas within Chino Basin where good management practices dictate that recharge of the basin be accomplished, to the extent practical, by taking surface supplies of supplemental water in lieu of ground water otherwise subject to production as an allocated share of Operating Safe Yield.

(a) Method of Operation. - An appropriator producing water within such designated in lieu area who is willing to abstain for any reason from producing any portion of such producer's share of Operating Safe Yield in any year may offer such unpumped water to Watermaster. In such event, Watermaster shall purchase said water in place, in lieu of spreading replenishment water, which is otherwise required to make up for over production. The purchase price for in lieu water shall be the lesser of:

- (1) Watermaster's current cost of replenishment water, whether or not replenishment water is currently then obtainable, plus the cost of spreading; or
- (2) The cost of supplemental surface supplies to the appropriator, less
 - a. said appropriator's average cost of ground water production, and
 - b. the applicable production assessment were the water produced.

Where supplemental surface supplies consist of MWD or SBVMWD supplies, the cost of treated, filtered State water from such source shall be deemed the cost of supplemental surface supplies to the appropriator for purposes of such calculation.

In any given year in which payments may be made pursuant to a Facilities Equity Assessment, as to any given quantity of water the party will be entitled to payment under this section or pursuant to the Facilities Equity Assessment, as the party elects, but not under both.

(b) Designation of In Lieu Areas. - The first in lieu area is designated as the "In Lieu Area No. 1" and consists of an area wherein nitrate levels in the ground water generally exceed 45 mg/l, and is shown on Exhibit "J" hereto. Other in lieu areas may be designated by subsequent order of Watermaster upon recommendation or approval by Advisory Committee. Said in lieu areas may be enlarged, reduced or eliminated by subsequent orders; provided, however, that designation of In Lieu Areas shall be for a minimum fixed term sufficient to justify necessary capital investment. In Lieu Area No. 1 may be enlarged, reduced or eliminated in the same manner, except that any reduction of its original size or elimination thereof shall require the prior order of Court.

12. Carry-over. Any appropriator who produces less than his assigned share of Operating Safe Yield may carry such unexercised right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any appropriator exceeds its share of Operating Safe Yield, such appropriator shall, as a condition of preserving such surplus carry-over, execute a storage agreement with Watermaster. Such appropriator shall have the option to pay the gross assessment applicable to such carry-over in the year in which it accrued.

13. Assignment, Transfer and Lease. Appropriative rights, and corresponding shares of Operating Safe Yield, may be assigned or may be leased or licensed to another appropriator for exercise in a given year. Any transfer, lease or license shall be ineffective until written notice thereof is furnished to and approved as to form by Watermaster, in compliance with applicable Watermaster rules. Watermaster shall not approve transfer, lease or license of a right for exercise in an area or under conditions where such production would be contrary to sound basin management or detrimental to the rights or operations of other producers.

14. Rules. The Pool Committee shall adopt rules for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

//
//
//

EXHIBIT "I"

ENGINEERING APPENDIX

1. Basin Management Parameters. In the process of implementing the physical solution for Chino Basin, 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.

[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.¹⁵

3. Operating Safe Yield. Operating Safe Yield in any year shall consist of the Appropriate Pool's share of Safe Yield of the Basin, plus any controlled overdraft of the Basin which Watermaster may authorize. In adopting the Operating Safe Yield for any year, Watermaster shall be limited as follows:

(a) Accumulated Overdraft. - During the operation of this Judgment and Physical Solution, the overdraft accumulated from and after the effective date of the Physical Solution and

¹⁵ Order dated December 21, 2007.

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. Ground Water Storage Agreements. Any agreements authorized by Watermaster for storage of supplemental water in the available ground water 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 relation 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.

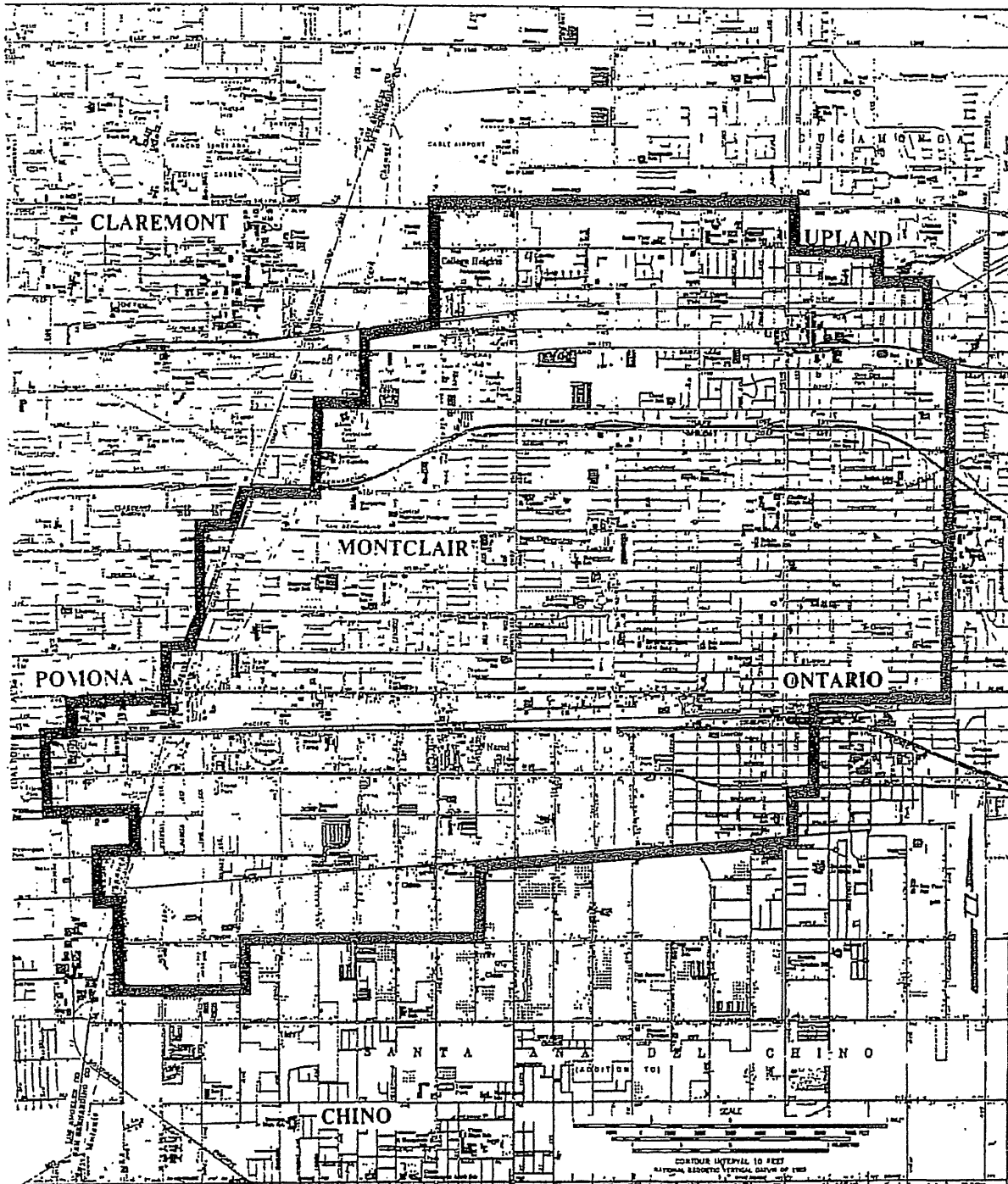
//

//

//

//

//



**CHINO BASIN
IN LIEU AREA NO. 1**

EXHIBIT "J"

EXHIBIT "K"
LEGAL DESCRIPTION
OF CHINO BASIN

Preamble

All of the townships and ranges referred to in the following legal description are the San Bernardino Base and Meridian. Certain designated sections are implied as the System of Government Surveys may be extended where not established. Said sections are identified as follows:

Section 20, T1N, R8W is extended across Rancho Cucamonga;

Section 36, T1N, R8W is extended across the City of Upland;

Sections 2,3, and 4, T1S, R7W are extended across Rancho Cucamonga;

Section 10, T1S, R8W is extended across the City of Claremont;

Sections 19, 20, 21, 30, 31 and 32, T1S, R8W are extended across the City of Pomona;

Sections 4, 5, and 28, T2S, R8W are extended across Rancho Santa Ana Del Chino;

Sections 15 and 16, T3S, R7W are extended across Rancho La Sierra; and

Sections 17 and 20, T3S, R7W are extended across Rancho El Rincon.

Description

Chino Basin is included within portions of the Counties of San Bernardino, Riverside and Los Angeles, State of California, bounded by a continuous line described as follows:

EXHIBIT "K"

BEGINNING at the Southwest corner of Lot 241 as shown on Map of Ontario Colony Lands, recorded in Map Book 11, page 6, Office of the County Recorder of San Bernardino County, said corner being the Point of Beginning;

1. Thence Southeasterly to the Southeast corner of Lot 419 of said Ontario Colony Lands;
2. Thence Southeasterly to a point 1300 feet North of the South line and 1300 feet East of the West line of Section 4, T1S, R7W;
3. Thence Easterly to a point on the East line of Section 4, 1800 feet North of the Southeast corner of said Section 4;
4. Thence Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, T1S, R7W;
5. Thence Northeasterly to a point on the North line of Section 2, T1S, R7W, 1400 feet East of the West line of said Section 2;
6. Thence Northeasterly to the Southwest corner of Section 18, T1N, R6W;
7. Thence Northerly to the Northwest corner of said Section 18;
8. Thence Easterly to the Northeast corner of said Section 18;

9. Thence Northerly to the Northwest corner of the Southwest Quarter of Section 8, T1N, R6W;
10. Thence Easterly to the Northeast corner of said Southwest quarter of said Section 8;
11. Thence Southerly to the Southeast corner of said Southwest Quarter of said Section 8;
12. Thence Easterly to the Northeast corner of Section 17, T1N, R6W;
13. Thence Easterly to the Northeast corner of Section 16, T1N, R6W;
14. Thence Southeasterly to the Northwest corner of the Southeast quarter of Section 15, T1N, R6W;
15. Thence Easterly to the Northeast corner of said Southeast quarter of said Section 15;
16. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 23, T1N, R6W;
17. Thence Southeasterly to the Northwest corner of Section 25, T1N, R6W;
18. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 31, T1N, R5W;
19. Thence Southeasterly to the Northeast corner of the Northwest quarter of Section 5, T1S, R5W;
20. Thence Southeasterly to the Southeast corner of Section 4, T1S, R5W;
21. Thence Southeasterly to the Southeast corner of the Southwest quarter of Section 11, T1S, R5W;
22. Thence Southwesterly to the Southwest corner of Section 14, T1S, R5W;

23. Thence Southwest to the Southwest corner of Section 22, T1S, R5W;
24. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 6, T2S, R5W;
25. Thence Southeasterly to the Northeast corner of Section 18, T2S, R5W;
26. Thence Southwesterly to the Southwest corner of the Southeast quarter of Section 13, T2S, R6W;
27. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 26, T2S, R6W;
28. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 26;
29. Thence Northerly to the Northwest corner of said Section 26;
30. Thence Westerly to the Southwest corner of Section 21, T2S, R6W;
31. Thence Southerly to the Southeast corner of Section 29, T2S, R6W;
32. Thence Westerly to the Southeast corner of Section 30, T2S, R6W;
33. Thence Southwesterly to the Southwest corner of Section 36, T2S, R7W;
34. Thence Southwesterly to the Southeast corner of Section 3, T3S, R7W;
35. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 10, T3S, R7W;

36. Thence Southerly to the Northeast corner of the Northwest quarter of Section 15, T3S, R7W;
37. Thence Southwesterly to the Southeast corner of the Northeast quarter of Section 16, T3S, R7W;
38. Thence Southwesterly to the Southwest corner of said Section 16;
39. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 20, T3S, R7W;
40. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 20;
41. Thence Northerly to the Northwest corner of Section 17, T3S, R7W;
42. Thence Westerly to the Southwest corner of Section 7, T3S, R7W;
43. Thence Northerly to the Southwest corner of Section 6, T3S, R7W;
44. Thence Westerly to the Southwest corner of Section 1, T3S, R8W;
45. Thence Northerly to the Southeast corner of Section 35, T2S, R8W;
46. Thence Northwesterly to the Northwest corner of said Section 35;
47. Thence Northerly to the Southeast corner of Lot 33, as shown on Map of Tract 3193, recorded in Map Book 43, pages 46 and 47, Office of the County Recorder of San Bernardino County;
48. Thence Westerly to the Northwest corner of the Southwest quarter of Section 28, T2S, R8W;

49. Thence Northerly to the Southwest corner of Section 4, T2S, R8W;
50. Thence Westerly to the Southwest corner of Section 5, T2S, R8W;
51. Thence Northerly to the Southwest corner of Section 32, T1S, R8W;
52. Thence Westerly to the Southwest corner of Section 31, T1S, R8W;
53. Thence Northerly to the Southwest corner of Section 30, T1S, R8W;
54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;
55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;
56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;
57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;
58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;
59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;

60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;
61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;
62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;
63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and
64. Thence Southerly to the Point of Beginning.

Sections Included

Said perimeter description includes all or portions of the following Townships, Ranges and Sections of San Bernardino Base and Meridian:

T1N, R5W - Sections: 30, 31 and 32

T1N, R6W - Sections: 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35
and 36

T1N, R7W - Sections: 19, 20, 24, 25, 26, 29, 30, 31, 32, 35 and 36

T1N, R8W - Sections: 25 and 36

T1S, R5W - Sections: 4, 5, 6, 7, 8, 9, 10, 11, 14, 15,16, 17, 18, 19, 20, 21, 22, 28, 29,30, 31 and 32

T1S, R6W - Sections: 1 through 36, inclusive

T1S, R7W - Sections: 1 through 36, inclusive

T1S, R8W - Sections: 1, 2, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31,
32, 33, 34, 35 and 36

T2S, R5W - Sections: 6, 7 and 18

T2S, R6W - Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24,
26, 29, 30 and 31

T2S, R7W - Sections: 1 through 36, inclusive

T2S, R8W - Sections: 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 35 and
36

T3S, R7W - Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 20

T3S, R8W - Sections: 1.

SB 565248 v1:038350.0001

EXHIBIT 2

PEACE AGREEMENT

CHINO BASIN

JUNE 29, 2000

TABLE OF CONTENTS

	Page
RECITALS	1
I. DEFINITIONS AND RULES OF CONSTRUCTION	3
1.1 Definitions	3
1.2 Rules of Construction	12
II. COMPLIANCE WITH CEQA	13
2.1 Commitments Shall be Consistent With CEQA Compliance	13
2.2 Reservation of Discretion	14
2.3 No Prejudice by Comment or Failure to Comment	14
2.4 Acknowledgment that IEUA is the Lead Agency	14
III. CONDITIONS PRECEDENT	14
3.1 Performance Under Articles V, VI, and VII is Subject to Satisfaction of Conditions Precedent	14
IV. MUTUAL COVENANTS	15
4.1 Joint Defense	15
4.2 No Opposition to the OBMP	15
4.3 Indemnification of the Agricultural Pool	16
4.4 Consent to Specified Changes to the Judgment	16
4.5 Construction of "Operating Yield" Under the Judgment	17
4.6 Best Efforts to Obtain Funding for OBMP	17
4.7 CBWCD	18
V. WATERMASTER PERFORMANCE	18
5.1 Recharge and Replenishment	18
5.2 Storage and Recovery	23

	<u>Page</u>
5.3	Transfers 31
5.4	Assessments, Credits, and Reimbursements 36
5.5	Salt Credits 38
5.6	Metering 38
VI.	COVENANTS BY THE MEMBERS OF THE AGRICUL- TURAL POOL 39
6.1	Best Efforts to Support Storage and Recovery 39
6.2	Covenant of Good Faith and Fair Dealing 39
6.3	Waiver of Compensation 40
VII.	DESALTERS 40
7.1	Need for Desalters 40
7.2	Ownership and Operation 40
7.3	Design and Construction of Chino II Desalter, Chino I Expansion and Future Desalters 42
7.4	Funding 44
7.5	Replenishment Water 46
7.6	Sale of Water 47
VIII.	TERM 49
8.1	Commencement 49
8.2	Expiration 49
8.3	Meet and Confer 50
8.4	Independent Right to Extend 50
8.5	Force Majeure 50
8.6	Only One Mandatory Extension 51
8.7	Effect of Termination 51
8.8	Rescission of Resolutions 84-2 and 88-3 51
8.9	Mediation Upon Failure to Secure Capital Funding for Future Desalters 52
8.10	Parties Rights Unaffected Upon Termination 52

	<u>Page</u>
IX	CONFLICTS 53
9.1	Events Constituting a Default by a Party 53
9.2	Remedies Upon Default 53
9.3	Dispute Resolution 55
X.	GENERAL PROVISIONS 57
10.1	Supersedence 57
10.2	Applicability to Others 57
10.3	Admissions by Parties 57
10.4	Construction of Agreement 57
10.5	Each Party Bears Own Costs 58
10.6	Waiver of Breach 58
10.7	Awareness of Contents/Legal Effect 58
10.8	Agreement Binding On All 58
10.9	Counterparts 59
10.10	Captions 59
10.11	Choice of Law 59
10.12	Authority to Enter into This Agreement 59
10.13	Notice 59
10.14	Amendments and/or Changes to Agreement 60
XI.	ACKNOWLEDGMENTS: CONFIRMATION OF RIGHTS 60

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 Appropriative 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 “T” 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 (½) 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 groundwater 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 is 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

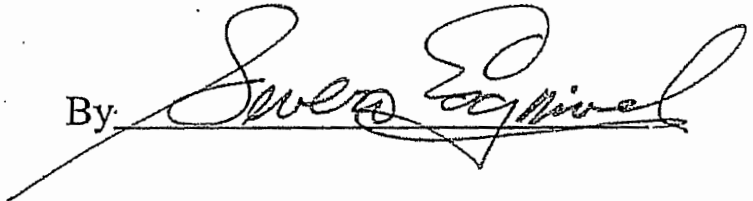
By _____

DATED:

CITY OF POMONA

7-31-2000

By _____



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: 7-17-2000

FONTANA UNION WATER
COMPANY

By Donald 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 *[Handwritten Signature]*

DATED:

AGRICULTURAL POOL

By *[Handwritten Signature]*

DATED:

APPROPRIATIVE POOL

By _____

DATED: 7/27/00

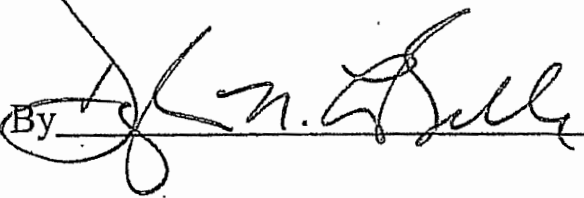
NON-AGRICULTURAL POOL

By *[Handwritten Signature]*

[Signatures continued on following pages]

DATED: 7/31/00

CITY OF CHINO HILLS

By 

DATED:

JURUPA COMMUNITY SERVICES DISTRICT

By _____

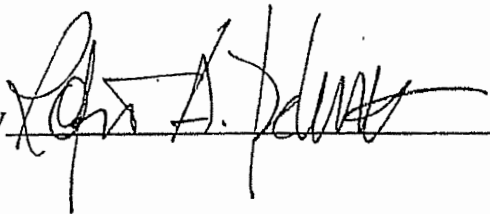
DATED:

AGRICULTURAL POOL

By _____

DATED:

APPROPRIATIVE POOL

By 

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 _____

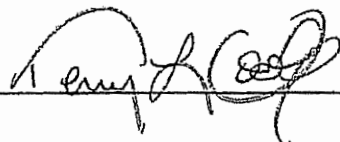
DATED:

**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]

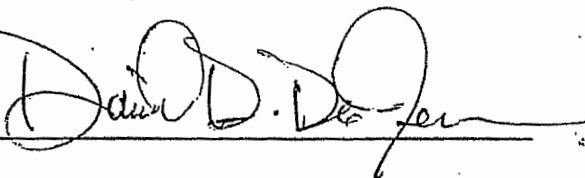
DATED:

**INLAND EMPIRE UTILITY
AGENCY**

By _____

DATED:

**THREE VALLEYS
MUNICIPAL WATER
DISTRICT**

By  _____

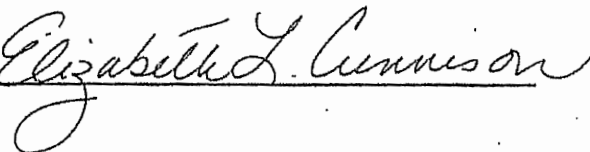
DATED:

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 3

Ruling heard 11/18

FILED - West District
San Bernardino County Clerk

NOV 18 1999

By *Linda L. Bullock*
Deputy

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

CHINO BASIN MUNICIPAL
WATER DISTRICT,

Plaintiff,

vs.

CITY OF CHINO, et al.,

Defendants.

CASE NO. RCV 51010

CEQA RULING

Background

On November 18, 1999, the Chino Basin Watermaster and other parties appeared before the Court regarding the application of the California Environmental Quality Act ("CEQA") to the Chino Basin Optimum Basin Management Program ("OBMP") process. The Watermaster represented that the parties substantially agree that it is necessary to prepare an Environmental Impact Report ("EIR"), and provided a timeline for completion of the report. Monte Vista Water District is the only party appearing that contends CEQA may not apply because of the possible nature of the OBMP and the potential delay that may be caused by the preparation of the EIR.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Discussion

CEQA applies when an agency approves a "project". A project is an activity that may cause direct or indirect physical environmental change and is an activity undertaken by a public agency, supported by a public agency, or involving the issuance of some form of entitlement or permit. (Pub. Resources Code § 21065; Cal. Code Regs., tit. 14, § 15378). The OBMP is likely to involve numerous public agencies undertaking activities that may cause direct as well as indirect physical environmental harm.

The Chino Basin Watermaster is developing and approving the OBMP, which sets forth a long-term program for Basin management. Because certain programs within the OBMP will necessitate further project-specific CEQA evaluation, such as the desalter program, a Program Environmental Impact Report ("PEIR") has been suggested by the Watermaster. A PEIR is prepared when an activity is composed of a series of actions that are related geographically, a logical part in a chain of contemplated actions, connected as part of a continuing program, carried out under the same authorizing statute or regulatory authority, and have similar environmental impacts that can be mitigated in similar ways. (Cal. Code Regs., tit. 14, § 15168).

Ruling

The Court approves the Watermaster's decision to prepare a PEIR and the Inland Empire Utilities Agency's agreement to serve as the CEQA lead agency. The draft PEIR is scheduled to be completed by February 28, 2000, and the final PEIR is scheduled to be completed by May 17, 2000. Thus, it does not appear that the preparation of the PEIR will cause any delay in the OBMP process.

DATED: November 18, 1999


J. MICHAEL GUNN, Judge

EXHIBIT 4

RESOLUTION NO. 2000-05

RESOLUTION OF THE CHINO BASIN WATERMASTER TO APPROVE THE "PEACE AGREEMENT", TO ADOPT THE GOALS AND PLANS OF THE PHASE I REPORT FOR THE OPTIMUM BASIN MANAGEMENT PROGRAM ("OBMP") CONSISTENT WITH THE PEACE AGREEMENT AS ITS OBMP, AND 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.

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 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

WHEREAS, the parties have developed a Memorandum of Principles which was signed on May 2, 2000, and which articulates a framework of an agreement that will allow for the adoption and implementation of the OBMP; and

WHEREAS, the Watermaster Board approved the Memorandum of Principles on May 26, 2000; and

WHEREAS, the parties have developed a Peace Agreement and OBMP Implementation Plan, which together with the goals and plans in the Phase I Report constitute the OBMP; and

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

WHEREAS, an OBMP Implementation Plan has been formulated which describes specific actions that will be taken or facilitated by Watermaster that are consistent with the Peace Agreement and the Judgment; and

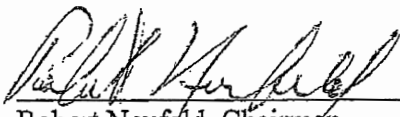
WHEREAS, the parties to the Peace Agreement and the parties to the Judgment have requested Watermaster to approve the Peace Agreement and the OBMP Implementation Plan and to implement the goals and plans contained in the OBMP Phase I Report in a manner consistent with the Peace Agreement and the OBMP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

NOW, THEREFORE, IT IS HEREBY RESOLVED AND DETERMINED BY THE CHINO BASIN WATERMASTER, SUBJECT TO THE UNANIMOUS APPROVAL OF THE PEACE AGREEMENT BY THE PARTIES THERETO BY AUGUST 1, 2000, THAT:

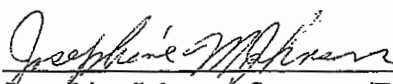
1. The Peace Agreement and the implementation of the OBMP as provided in the Implementation Plan is in furtherance of the physical solution set forth in the Judgment and Article X, Section 2 of the California Constitution.
2. Although not a signatory, the Chino Basin Watermaster Board supports and approves the Peace Agreement negotiated by the parties thereto.
3. Following 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 Peace Agreement and OBMP Implementation Plan as its OBMP.
 - b. The Watermaster will proceed in accordance with the Peace Agreement and the OBMP Implementation Plan.
 - 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.

RESOLUTION NO. 2000-05, APPROVED AND ADOPTED by the Chino Basin Watermaster Board on this 29th day of June 2000.

CHINO BASIN WATERMASTER BOARD


Robert Neufeld, Chairman

ATTEST:


Josephine Johnson, Secretary/Treasurer
Chino Basin Watermaster Board

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

I, Josephine Johnson, Secretary/Treasurer of the Chino Basin Watermaster Board, DO HEREBY CERTIFY that the foregoing Resolution being No. 2000-05, was adopted at a regular meeting of the Chino Basin Watermaster Board on June 29, 2000 by the following vote:

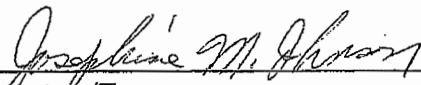
AYES: Members Arbelbide, Boston, Hofer, Johnson, King, Krueger, Vanden Heuvel, and Alternate Member Wilson

NOES: None

ABSENT: Members Neufeld, Catlin

ABSTAIN: None

CHINO BASIN WATERMASTER BOARD



Secretary/Treasurer

EXHIBIT 5

October 25, 2007

**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.

October 25, 2007

- (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

October 25, 2007

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

October 25, 2007

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.

October 25, 2007

- 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.

October 25, 2007

- (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.

October 25, 2007

- (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.

October 25, 2007

- (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.

October 25, 2007

- (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.

October 25, 2007

- 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.

October 25, 2007

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.

October 25, 2007

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

October 25, 2007

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 _____

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 precondition 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.

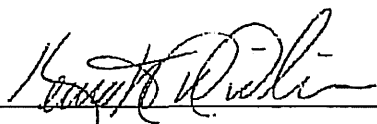
13. The Overlying (Non-Agricultural), the Overlying (Agricultural) Pool, and the Appropriative Pool have approved the Peace II measures and recommended Watermaster's adoption of this Resolution 07-05

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.

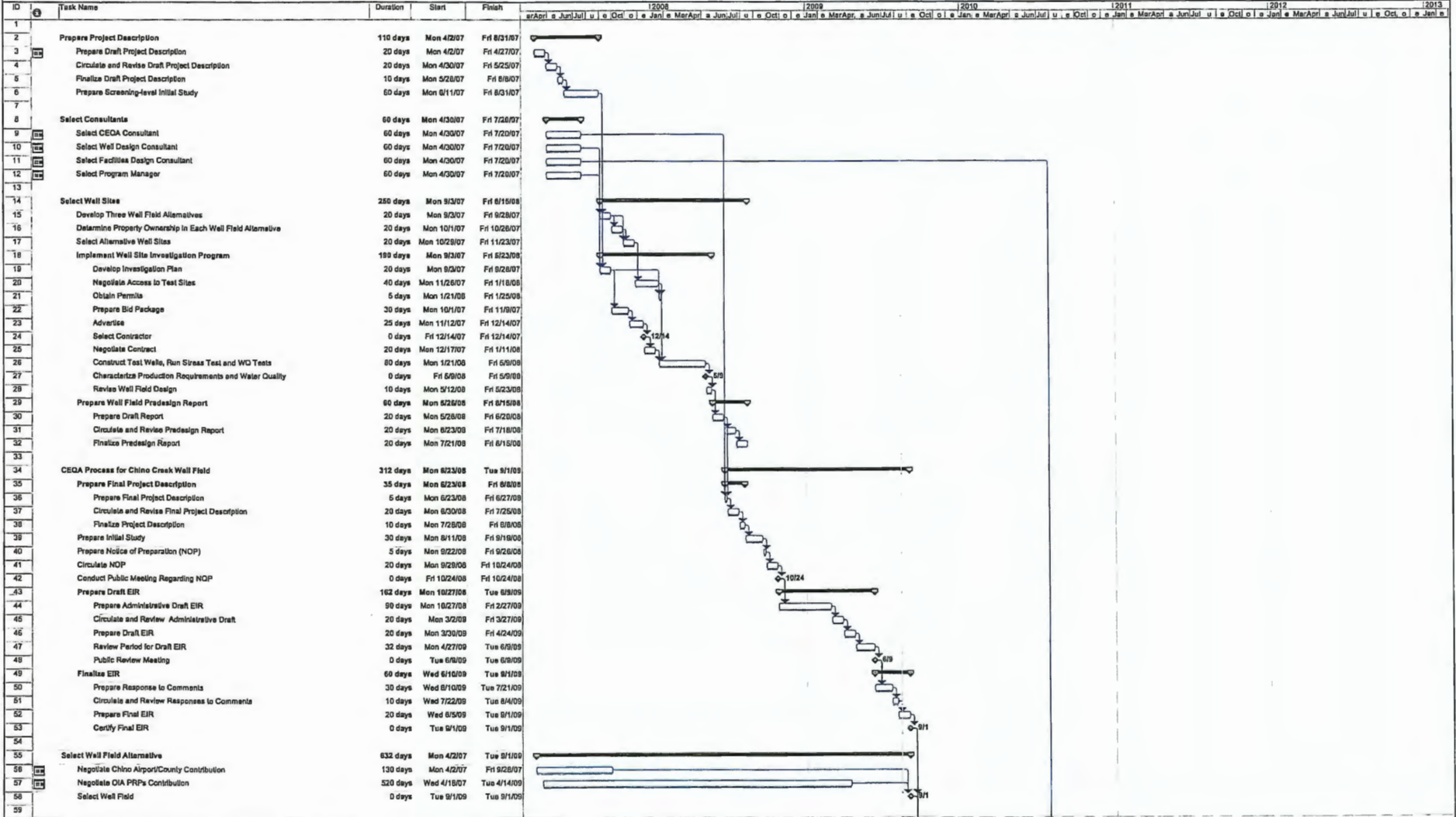
Date: 10-25-07



for CHINO BASIN WATERMASTER

Exhibit 2

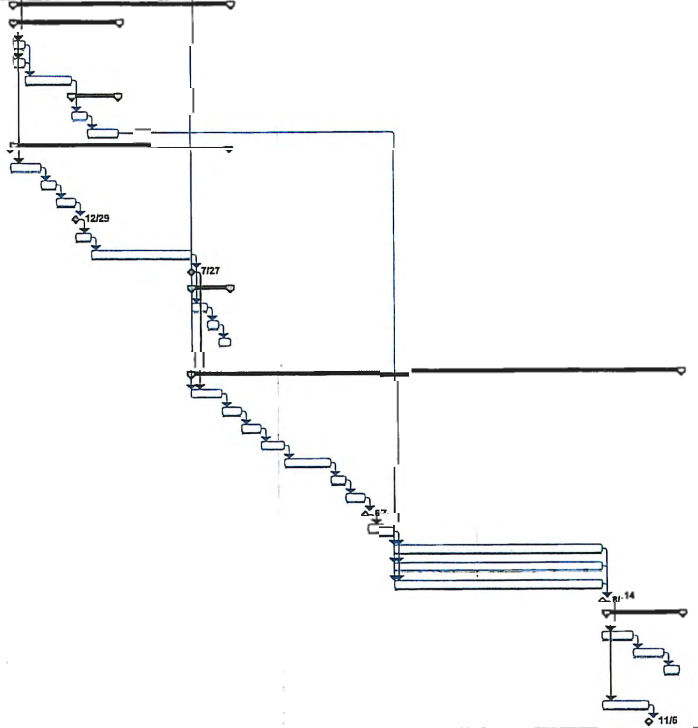
Schedule A -- Pragmatic Schedule for the Planning, Design and Construction of the Chino Creek Well Field



Project: 20070329 Schedule A Chino C
 Date: Wed 9/12/09
 Legend: Task (blue bar), Progress (green bar), Summary (black bar), External Task (grey bar), Split (dashed line), Milestone (diamond), Project Summary (white bar), External MileTask (grey diamond)

Schedule A -- Pragmatic Schedule for the Planning, Design and Construction of the Chino Creek Well Field

ID	Task Name	Duration	Start	Finish
60	Final Design of Well Field	285 days	Wed 9/2/09	Tue 10/5/10
61	Obtain Wells Sites	140 days	Wed 9/2/09	Tue 3/16/10
62	Prepare Legal Descriptions	20 days	Wed 9/2/09	Tue 9/29/09
63	Establish Value	20 days	Wed 9/2/09	Tue 9/29/09
64	Negotiate Site Acquisition	60 days	Wed 9/30/09	Tue 12/22/09
65	Obtain Raw Water Pipeline Easements	60 days	Wed 12/23/09	Tue 3/16/10
66	Prepare Legal Description	20 days	Wed 12/23/09	Tue 1/19/10
67	Negotiate Easements	40 days	Wed 12/23/09	Tue 3/16/10
68	Prepare Final Well Field Design	285 days	Wed 9/2/09	Tue 10/5/10
69	Prepare Plans and Specifications for Wells	40 days	Wed 9/2/09	Tue 10/27/09
70	Prepare Bid Package	20 days	Wed 10/26/09	Tue 11/24/09
71	Advertise	25 days	Wed 11/25/09	Tue 12/29/09
72	Select Contractor	0 days	Tue 12/29/09	Tue 12/29/09
73	Negotiate Contract	20 days	Wed 12/30/09	Tue 1/28/10
74	Construct Six New Wells	130 days	Wed 1/27/10	Tue 7/27/10
75	Finalize Well Production and WQ Characteristics	0 days	Tue 7/27/10	Tue 7/27/10
76	Prepare Well Construction Report	90 days	Wed 7/28/10	Tue 10/5/10
77	Prepare Draft Well Construction Report	20 days	Wed 7/28/10	Tue 8/24/10
78	Circulate and Review Draft	15 days	Wed 8/25/10	Tue 9/14/10
79	Finalize Well Construction Report	15 days	Wed 9/15/10	Tue 10/5/10
80				
81	Design and Construct Pipeline, Wellhead, and Treatment Plant Improvements	635 days	Wed 7/28/10	Tue 1/1/12
82	Prepare 30 Percent Design Report	40 days	Wed 7/28/10	Tue 9/21/10
83	Prepare 50 Percent Design Report	25 days	Wed 9/22/10	Tue 10/20/10
84	Prepare 70 Percent Design Report	25 days	Wed 10/27/10	Tue 11/30/10
85	Prepare Final Design Report	30 days	Wed 12/1/10	Tue 1/11/11
86	Prepare Plans and Specifications	60 days	Wed 1/12/11	Tue 4/5/11
87	Prepare Bid Package	20 days	Wed 4/6/11	Tue 5/3/11
88	Advertise	25 days	Wed 5/4/11	Tue 6/7/11
89	Select Contractor	0 days	Tue 6/7/11	Tue 6/7/11
90	Negotiate Contracts	40 days	Wed 6/8/11	Tue 8/2/11
91	Construct Raw Water Pipeline	270 days	Wed 8/3/11	Tue 8/14/12
92	Construct Wellhead Improvements	270 days	Wed 8/3/11	Tue 8/14/12
93	Construct Desaliner Improvements	270 days	Wed 8/3/11	Tue 8/14/12
94	Construction Complete	0 days	Tue 8/14/12	Tue 8/14/12
95	Prepare Construction Report	100 days	Wed 8/15/12	Tue 1/1/13
96	Prepare Draft Construction Report	40 days	Wed 8/15/12	Tue 10/9/12
97	Circulate and Review Draft	40 days	Wed 10/10/12	Tue 12/4/12
98	Finalize Construction Report	20 days	Wed 12/5/12	Tue 1/1/13
99				
100	Start Up Testing of Improvements	60 days	Wed 8/15/12	Tue 11/6/12
101	Start of Regular Operations	0 days	Tue 11/6/12	Tue 11/6/12



Project: 20070326 Schedule A Chino C
Date: Wed 8/12/09

Legend for task types and progress indicators:

- Task: Solid blue bar
- Progress: Bar with diagonal lines
- Milestones: Diamond symbol
- Summary: Solid black bar
- Project Summary: Bar with vertical lines
- External Tasks: Bar with horizontal lines
- External MileTask: Diamond symbol
- Split: Bar with a vertical line and arrow

Chino Basin Watermain or Inland Empire Utilities Agency

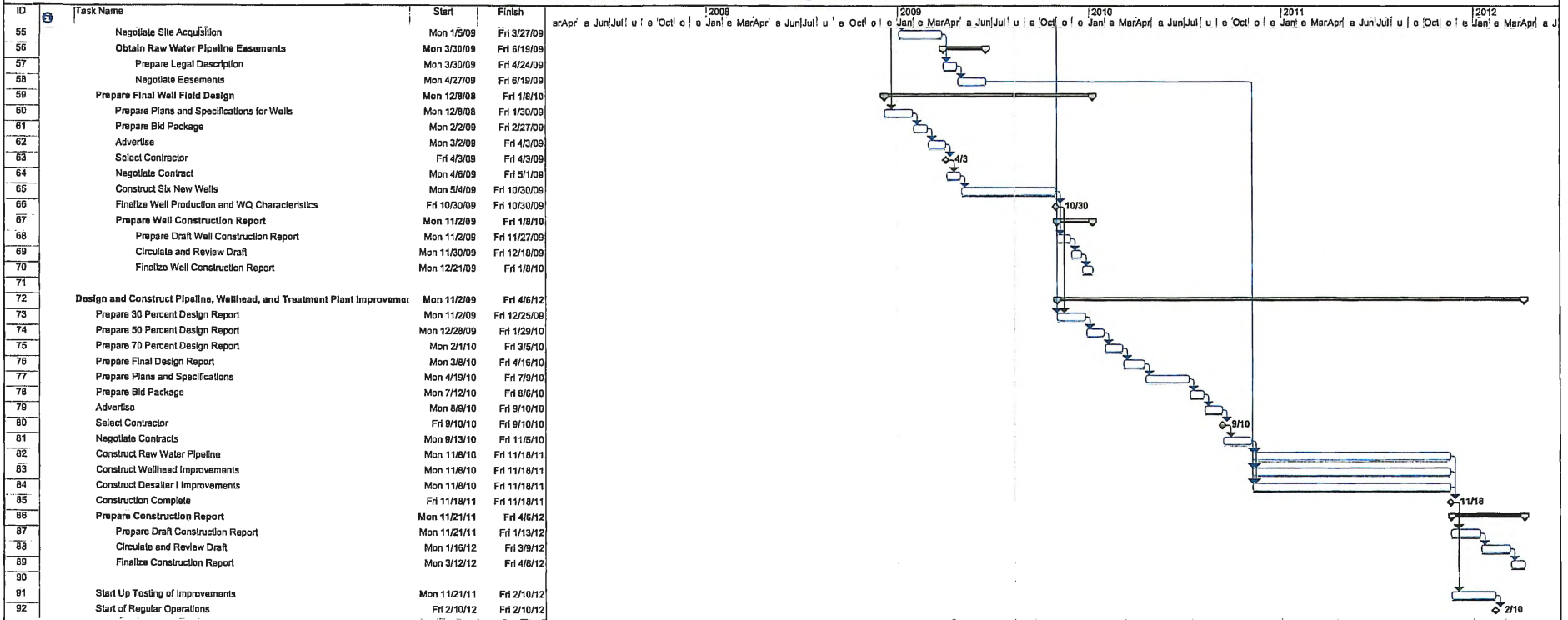
Schedule B -- Accelerated Schedule for the Planning, Design and Construction of the Chino Creek Well Field

ID	Task Name	Start	Finish
1			
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 8/11/07	Fri 8/31/07
7			
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
13			
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 6/23/08
19	Develop Investigation Plan	Mon 9/3/07	Fri 9/28/07
20	Negotiate Access to Test Sites	Mon 11/28/07	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 Preadesign Report	Mon 6/26/08	Fri 8/15/08
30	Prepare Draft Report	Mon 5/26/08	Fri 6/20/08
31	Circulate and Revise Preadesign Report	Mon 6/23/08	Fri 7/18/08
32	Finalize Preadesign Report	Mon 7/21/08	Fri 8/15/08
33			
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 6/8/08
36	Prepare Final Project Description	Mon 6/23/08	Fri 6/27/08
37	Circulate and Revise Final Project Description	Mon 8/30/08	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
46			
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
50			
51	Final Design of Well Field	Mon 12/8/08	Fri 1/8/10
52	Obtain Wells Sites	Mon 12/8/08	Fri 8/19/09
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 Split Progress Milestone Summary Project Summary External Tasks External MileTask

Schedule B – Accelerated Schedule for the Planning, Design and Construction of the Chino Creek Well Field

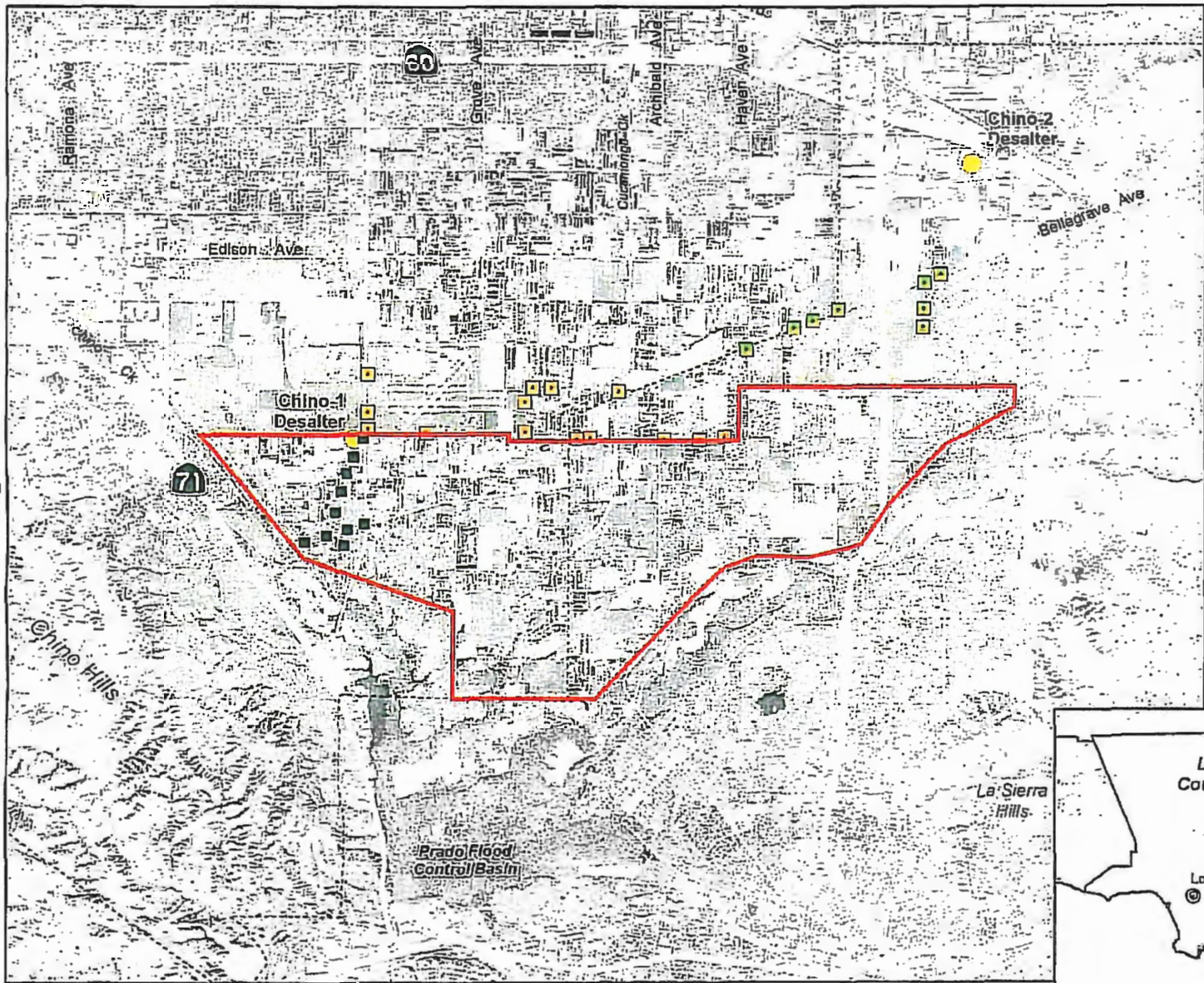


Project: 20070329 Schedule B Chino C
Date: Wed 9/12/07

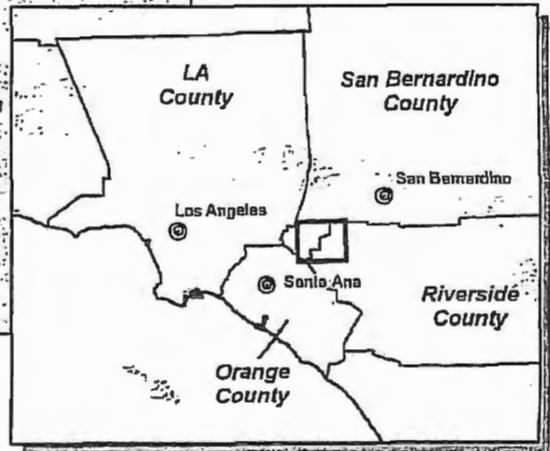
Task Progress Summary External Tasks Split

Spill Milestone Project Summary External MileTask

Exhibit 3



- Map Features**
-  Area of Future Chino-III Wells
 -  Existing Chino-I Well
 -  Existing Chino-II Well
 -  Proposed Remediation Well
 -  Existing Desalter Facilities



Proposed Location of Future Chino-III Desalter Well Field



Figure 3



Author: AEA
 Date: 2007/07/02
 File: Figure_3.mxd

Produced by:
WILDERMUTH
 CONSULTANTS, INC.

EXHIBIT 6

CHINO BASIN WATERMASTER

II. BUSINESS ITEMS

A. WATERMASTER FISCAL YEAR 2022/23 PROPOSED BUDGET



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: May 26, 2022

TO: Board Members

SUBJECT: Watermaster Fiscal Year 2022/23 Approved Budget (Business Item II.A.)

SUMMARY:

Issue: A budget for Fiscal Year 2022/23 needs to be adopted.

Recommendation: Adopt the Watermaster Fiscal Year 2022/23 Approved Budget as presented.

Financial Impact: The Fiscal Year 2022/23 Approved Budget expenses are \$9,490,976 (excluding any Carryover Funds).

Future Consideration

Watermaster Board – May 26, 2022: Adoption (Advisory Committee Approval Required)

ACTIONS:

Appropriative Pool – May 12, 2022: No action was taken

Non-Agricultural Pool – May 12, 2022: By majority, approved recommendation as presented and directed the Pool representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes which they deem appropriate. The City of Ontario abstained.

Agricultural Pool – May 12, 2022: Unanimously recommended Advisory Committee approval of the budget as presented.

Advisory Committee – May 19, 2022: By majority vote of 72.141%, approved the FY 2022/23 budget as presented.

Watermaster Board – May 26, 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

To prepare a budget of anticipated expense each year, Watermaster staff conducts meetings internally and with consultants to discuss upcoming projects and anticipated work. As the budget is developed, the related budgeted expenses are continually refined. The following budget related meetings were held during the past few months:

- The Personnel Committee met on October 21, 2021 and on March 3, 2022 to discuss and review the current organization structure, staffing levels, compensation and benefits structure, anticipated FY 2022/23 labor costs, personnel policies and other related items.
- In early January 2022, the Manager of Finance and Accounting of Inland Empire Utilities Agency, Mr. Javier Chagoyen-Lazaro, was contacted via email and requested the Debt Service budget for FY 2022/23 be provided to Watermaster in early-March.
- Watermaster staff met with the West Yost Associates staff on February 15, 2022 for an Engineering Services budget workshop to discuss the ongoing engineering-related activities required by the Judgment, the Peace Agreements, Court orders, the Basin Plan, as well as other upcoming engineering activities.
- During the period of February through April 2022, Watermaster staff held numerous additional meetings and discussions with staff from West Yost Associates regarding the Engineering Services budget and expected engineering activities for FY 2022/23.
- Watermaster staff has also had numerous meetings and discussions with staff from Brownstein Hyatt Farber Schreck regarding the Legal Services budget and expected legal activities for FY 2022/23 during the period of February through April 2022.
- The Groundwater Recharge Coordinating Committee has met on a quarterly basis to review the anticipated costs of operations and maintenance activities and develop the scope of activities for the upcoming FY 2022/23 budget as recommended by IEUA. The last meeting was held on February 22, 2022.
- The Ground Level Monitoring Committee met on March 3, 2022 to review and recommend a scope and budget for the Ground Level Monitoring Program for FY 2022/23. The Technical Memorandum issued regarding the proposed recommendation for the scope and budget for the Ground Level Monitoring Committee for FY 2022/23 was issued on February 24, 2022.
- The Prado Basin Habitat Sustainability Committee met on March 9, 2022 to review and recommend a scope and budget for the Prado Basin Habitat Sustainability Program for FY 2022/23. The Technical Memorandum issued regarding the proposed recommendation for the scope and budget for the Prado Basin Habitat Sustainability Program for FY 2022/23 was issued on March 2, 2022.
- The Recharge Investigations and Projects Committee RIPComm meets every quarter with most recent quarterly meetings being held on January 20, 2022 and April 21, 2022. The purpose of these meetings is to review ongoing capital projects and future years' capital expense projections, and SRF loan and other financing activities.

From all these various committees and groups, and other inputs from operations staff, Watermaster developed the Proposed FY 2022/23 Budget version dated March 22, 2022 in the amount of \$9,490,976.

On May 19, 2022 the Advisory Committee (by majority vote of 72.141%), approved the Proposed FY 2022/23 in the amount of \$9,490,976.

[FY 2022-2023 Proposed Budget Cover Sheet-20220519.docx \(cbwm.org\)](#)

DISCUSSION

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

On Tuesday, March 22, 2022, Watermaster conducted the Budget Release meeting using Zoom video conference technology, along with the availability for in-person attendance at the Watermaster office. The meeting started at 10:00am and provided an overview of the Proposed FY 2022/23 Budget of \$9,490,976 and provided information on the highlights of the proposed budget.

The presentation provided instruction on where to locate the budget files on the Watermaster website and how they could be reviewed and downloaded, the drivers and how those drivers become expenses, additional commitments, how the budget is developed, budget highlights, various budget comparison tables, the estimated assessment calculation, and future actions.

Attendees at the meeting were requested to email their budget related questions or comments to Joseph Joswiak, similar to the process that has been followed for the last several years. The questions, along with the responses and answers, would be posted to the Watermaster website. No questions were received after the Budget Release meeting.

The Watermaster Budget Workshop #1 was held on Tuesday, April 19, 2022 using Zoom video conference technology, along with the availability for in-person attendance at the Watermaster office. Representatives from West Yost Associates, Brownstein Hyatt Farber Schreck, and IEUA were in attendance at the meeting to discuss and answer any questions related to their specific areas of activities within the proposed budget. The meeting started at 10:00am and the Proposed Budget of \$9,490,976 for FY 2022/23 (March 22, 2022 version) was presented in detail.

The presentation provided instruction on where to locate the budget files on the Watermaster website and how they could be reviewed and downloaded, the drivers and how those drivers become expenses, additional commitments, how the budget is developed, budget highlights, various budget comparison tables, the estimated assessment calculation, and future actions.

A comparison of the proposed budget to the previous year budget was provided. The two Category sections of the budget were described as Judgment Administration and OBMP & Program Elements 1-9, along with the seven Classification sections of Labor/Burden, Legal Services, Engineering Services, Debt Service, Recharge Basin O&M, Recharge Improvement Projects, and All Other Expenses. These seven Classifications were discussed in detail. The methodology of how Watermaster calculates the estimated assessment amounts (Admin and OBMP) along with other items to be on the assessment invoice was provided and explained.

Attendees at the Workshop #1 meeting were requested to email their budget related questions or comments to Joseph Joswiak. The questions, along with the responses and answers, would then be posted to the Watermaster website. On April 19, 2022, Watermaster received written questions from Mr. Justin Scott-Coe of Monte Vista Water District. On April 22, 2022 the Watermaster responses were provided and posted to the Watermaster website.

On April 27, 2022, following Workshop #2, updated responses were provided and posted to the Watermaster website.

Attachment 1: [April 27, 2022 Responses to April 19 2022 email from Justin Scott-Coe \(cbwm.org\)](#)

The Watermaster Budget Workshop #2 was held on Tuesday, April 26, 2022 using Zoom video conference technology, as well as the availability to attend in-person at the Watermaster office. Representatives from West Yost Associates and Brownstein Hyatt Farber Schreck were available on the meeting to discuss and answer any questions related to their specific areas of activities within the proposed budget. The meeting started at 10:00am. Watermaster staff reviewed responses to the MVWD questions submitted earlier and invited any further questions.

On May 2, 2022, a letter from MVWD, the City of Chino, and the City of Ontario to Watermaster, was received. The letter, along with Watermaster comments, was posted on May 4, 2022 to the Watermaster website.

Attachment 2: [May 4, 2022 Comments to May 2, 2022 letter from Ontario, MVWD, Chino \(cbwm.org\)](#)

The Watermaster Budget Workshop #3 was held on Tuesday, May 3, 2022 using Zoom video conference technology, as well as the availability to attend in-person at the Watermaster office. Representatives from West Yost Associates and Brownstein Hyatt Farber Schreck were available on the meeting to discuss and answer any questions related to their specific areas of activities within the proposed budget. The meeting started at 10:00am. The topics discussed were the responses to the April 19, 2022 email from Monte Vista, and the May 2, 2022 joint letter.

The following expense sections are provided for your information with regards to the Approved Fiscal Year 2022/23 budget.

LABOR AND BURDEN EXPENSE

The first section of the Approved FY 2022/23 budget relates to Watermaster Labor and Burden. The total Labor and Burden for FY 2022/23 are \$2,523,999 which is \$205,527 or 8.86% above the previous year's Comparison Budget of \$2,318,472. The Full Time Equivalent (FTE) number of Watermaster employees for the Approved FY 2022/23 Budget is 11.0 (FTE) which is the same number of Watermaster employees as the Comparison Budget for FY 2021/22.

	FY 2021/22 Approved Budget	FY 2021/22 Comparison Budget ¹	FY 2022/23 Approved Budget	\$ Variance Approved vs. Comparison	% Variance Approved vs. Comparison
Payroll	\$ 1,352,013	\$ 1,456,332	\$ 1,606,111	\$ 149,779	10.28%
Burden	\$ 818,694	\$ 862,140	\$ 917,888	\$ 55,748	6.47%
Total	\$ 2,170,707	\$ 2,318,472	\$ 2,523,999	\$ 205,527	8.86%
FTEs	10.0	11.0	11.0		

¹ Comparison budget includes all previous budget amendments and changes to Labor and Burden as discussed with the Personnel Committee and approved by the Watermaster Board.

All proposed adjustments to the Labor and Burden expense category are routine and follow past Watermaster practices and policy. Watermaster is using the updated Salary Schedule from FY 2021/22 with a 4.8% Cost of Living adjustment included. There are no new employee benefits being adopted that are additional costs for Watermaster. The FY 2022/23 Staffing Level Chart and Proposed Pay Schedule are located as (Attachment 3) as follows:

Attachment 3: [FY 2022-23 Pay Schedule \\$2,523,999.pdf \(cbwm.org\)](#)

LEGAL SERVICES

The second section of the Approved FY 2022/23 budget relates to Watermaster Legal Services. As presented at the March 22, 2022 Budget Release meeting, the Approved FY 2022/23 Brownstein Hyatt

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

Farber Schreck budget is \$1,166,098 which is \$193,253 or 19.9% higher than the FY 2021/22 Approved Budget of \$972,845. For comparison purposes, the 5-Year Average (Actual Amounts) for Legal Services total \$1,011,000 compared to the Approved FY 2022/23 budget of \$1,166,098.

The following chart details the Approved Legal Services budget for FY 2022/23 categorized by Watermaster account number. The comparison is between the FY 2022/23 Approved Budget of \$1,166,098 and the FY 2021/22 Approved Budget of \$972,845.

	FY 2021/22 Approved Budget	FY 2022/23 Approved Budget	\$'s Over (Under)
6070 Watermaster Legal Services			
6071 Legal Services - Court Coordination	41,050	74,250	33,200
6072 Legal Services - Rules & Regs	11,925	88,480	76,555
6073 Legal Services - Personnel Matters	9,900	10,300	400
6074 Legal Services - Interagency Issues	39,600	41,616	2,016
6077 Legal Services - Party Status Maintenance	12,500	13,080	580
6078 Legal Services - Miscellaneous	212,000	222,420	10,420
6078.25 Ely 3 Basin Investigation	0	0	0
Total 6070 Watermaster Legal Services	\$ 326,975	\$ 450,146	\$ 123,171
6275 Legal Services - Advisory Committee Meeting			
6275 Legal Services - Advisory Committee Meeting	24,200	25,432	1,232
6375 Legal Services - Board Meeting			
6375 Legal Services - Board Meeting	77,220	81,180	3,960
6375.1 Legal Services - Board Briefings/Workshops			
6375.1 Legal Services - Board Briefings/Workshops	12,725	26,750	14,025
8375 Legal Services - Approp. Pool Meeting			
8375 Legal Services - Approp. Pool Meeting	30,250	31,790	1,540
8475 Legal Services - Ag. Pool Meeting			
8475 Legal Services - Ag. Pool Meeting	30,250	31,790	1,540
8575 Legal Services - Non-Ag. Pool Meeting			
8575 Legal Services - Non-Ag. Pool Meeting	30,250	31,790	1,540
Total Watermaster Legal Services - Meetings	\$ 204,895	\$ 228,732	\$ 23,837
6907 OBMP - Legal			
6907.31 Archibald South Plume	10,975	11,505	530
6907.32 Chino Airport Plume	10,975	11,505	530
6907.33 Desalter/Hydraulic Control Issues	33,700	35,420	1,720
6907.34 Santa Ana River Water Rights	18,750	19,620	870
6907.36 Santa Ana River Habitat	27,350	28,660	1,310
6907.38 Reg. Water Quality Control Board	48,850	51,170	2,320
6907.39 Recharge Master Plan	12,500	13,080	580
6907.40 Storage Agreements	51,550	16,155	(35,395)
6907.41 Prado Basin Habitat Sustainability	12,500	13,080	580
6907.44 SGMA Compliance	9,000	9,430	430
6907.45 OBMP Update	81,900	126,200	44,300
6907.47 2020 Safe Yield Reset	40,200	64,620	24,420
6907.48 Ely Basin Investigation	48,850	51,170	2,320
6907.9 WM Legal Counsel - Unanticipated	33,875	35,605	1,730
Total 6907 Watermaster Legal Expenses	\$ 440,975	\$ 487,220	\$ 46,245
TOTAL WATERMASTER LEGAL EXPENSES	\$ 972,845	\$ 1,166,098	\$ 193,253

As with the past practice for the last nine plus years, the Brownstein Hyatt Farber Schreck Legal Services budget has been developed using a formula of assumed hours to complete a specific task multiplied by the hourly rate. Brownstein Hyatt Farber Schreck hourly rates for some staff did increase for the FY 2022/23

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

period. Brownstein has provided a detailed memorandum and worksheet which is provided as (Attachment 4) dated March 22, 2022.

Attachment 4: [FY 2022-23 BHFS Legal Services \\$1,166,098.pdf \(cbwm.org\)](#)

ENGINEERING SERVICES

The third section of the Approved FY 2022/23 budget relates to Watermaster Engineering Services. The Engineering Services budget is approved at \$3,281,528 which is \$871,640 or 36.2% higher than the Approved FY 2021/22 Budget of \$2,409,888 (which excludes \$573,765 of Carry-Over funding for ongoing projects).

The Engineering Services documents are provided as (Attachment 5) Tables 1 through 4 and (Attachment 6), a 53-page detailed narrative including Rationale, Scope of Work, and Deliverables for each budget category.

Attachment 5: [FY 2022-23 Engineering Services Budget-Tables 1-4 \\$3,281,528.pdf \(cbwm.org\)](#)

Attachment 6: [FY 2022-23 Engineering Services Budget-Narratives.pdf \(cbwm.org\)](#)

Incorporated within the Engineering Services budget of \$3,281,528 is the Ground Level Monitoring Committee recommendations for FY 2022/23. The GLMC recommended a proposed budget of \$502,860 less anticipated "Carry-Over" funding of \$97,267 for a budget amount of \$405,593 for FY 2022/23. Based on the discussions at meetings held by the Ground Level Monitoring Committee, the recommendations and associated budget are shown as (Attachment 7).

Attachment 7: [GLMC Technical Memorandum dated February 24, 2022 \\$405,593.pdf \(cbwm.org\)](#)

The following chart details the Approved Engineering Services budget for FY 2022/23 categorized by Watermaster account number. The comparison is between the FY 2022/23 Budget of \$3,281,528 and the FY 2021/22 Approved Budget of \$2,409,888.

	FY 2021/22 Approved Budget	FY 2022/23 Approved Budget	\$'s Over (Under)
5901.8 · Admin - General Meetings - Eng. Services	0	40,552	40,552
5906.1 · Admin - Watermaster Model Application	0	71,674	71,674
5906.71 · Admin - Misc. Data Requests - CBWM GM/Staff	0	67,710	67,710
5906.72 · Admin - Misc. Data Requests - Non CBWM Staff	0	25,656	25,656
5925 · Admin - Agriculture Production & Estimation	0	57,552	57,552
5935 · Admin - Mat'l Physical Injury Requests-Other	0	81,472	81,472
5945 · Admin - WM Annual Report Prep-Eng. Services	0	15,320	15,320
5965 · Admin - Support Data Collection & Mgmt. Process	0	14,568	14,568
6206 · Advisory Committee-WM Meetings - Eng. Services	0	22,603	22,603
6206 · Board-WM Meetings - Eng. Services	0	22,603	22,603
8306 · Appropriative Pool-WM Meetings - Eng. Services	0	22,603	22,603
8406 · Agricultural Pool-WM Meetings - Eng. Services	0	22,603	22,603
8506 · Non-Agricultural Pool-WM Meetings - Eng. Services	0	22,603	22,603
6901.8 · OBMP - General Meetings - Eng. Services	0	40,553	40,553
6901.95 · OBMP - General Reporting - Eng. Services	0	52,762	52,762
6906 · OBMP Engineering Services - Other	41,896	44,180	2,284
6906.1 · OBMP - Watermaster Model Update	6,112	0	(6,112)
6906.15 · Integrated Model Mtgs-IEUA Cost	31,280	0	(31,280)
6906.21 · State of the Basin Report	0	175,540	175,540
6906.22 · Water Rights Compliance Reporting	17,984	0	(17,984)
6906.23 · SGMA Reporting Requirements	15,598	0	(15,598)
6906.24 · Compliance - SB88 and SWRCB	12,204	0	(12,204)
6906.26 · 2020 OBMP Update	0	276,799	276,799
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	108,000	0	(108,000)
6906.32 · OBMP - Other General Meetings	77,135	0	(77,135)
6906.71 · OBMP - Data Requests - CBWM Staff	133,068	67,710	(65,358)
6906.72 · OBMP - Data Requests - Non CBWM	50,088	25,656	(24,432)
6906.74 · OBMP - Mat'l Physical Injury Requests	77,398	0	(77,398)
6906.81 · Prepare Annual Reports	14,626	0	(14,626)
7103.3 · Grdwtr Qual-Engineering	206,089	0	(206,089)
7103.5 · Grdwtr Qual-Lab Svcs	63,261	0	(63,261)
7104.3 · Grdwtr Level-Engineering	202,793	222,417	19,624
7104.8 · Grdwtr Level-Contracted Services	10,000	10,000	0
7104.9 · Grdwtr Level-Capital Equipment	8,000	8,000	0
7107.2 · Grd Level-Engineering	65,542	0	(65,542)
7107.3 · Grd Level-SAR Imagery	85,000	0	(85,000)
7107.6 · Grd Level-Contract Svcs	86,254	0	(86,254)
7107.8 · Grd Level-Capital Equipment	12,314	0	(12,314)
7108.31 · Hydraulic Control-PBHSP	67,254	0	(67,254)
7108.6 · Hydraulic Control-Outside Professionals	4,500	0	(4,500)
7109.3 · Recharge & Well - Engineering	33,208	0	(33,208)
7110.3 · Agriculture Production & Estimation - Eng. Serv.	14,228	0	(14,228)
7111.3 · Data Collection and Mgmt. - Eng. Services	20,158	0	(20,158)
7202 · Comp Recharge-Engineering Services	0	30,600	30,600
7202.2 · Comp Recharge-Engineering Services	54,764	58,316	3,552
7210 · OBMP - 2023 Recharge Master Plan Scoping	0	212,920	212,920
7220 · Integrated Model Mtg./Technical Review-50% IEUA	0	26,014	26,014
7302 · OBMP - PBHSP Monitoring Program	0	69,937	69,937
7303 · PE3&5-Engineering - Eng. Services	22,284	19,776	(2,508)
7306 · PE3&5-Engineering - Outside Professionals	0	21,750	21,750
7402 · PE4-Engineering	139,806	211,965	72,159
7402.10 · PE4-Northwest MZ1 Area Project	147,031	172,138	25,107
7403 · PE4-Contract Svcs - InSar Services	0	85,000	85,000
7406 · PE4-Contract Svcs - Outside Professionals	0	31,167	31,167
7408 · PE4-Contract Svcs - Network Equipment	0	13,210	13,210
7502 · PE6&7-Engineering	111,916	354,520	242,604
7505 · PE6&7-Lab Services	0	52,513	52,513
7508 · HC Mitigation Plan-50% IEUA (TO #6)	72,000	11,016	(60,984)
7511 · SAWBMP Task Force - 50% IEUA	26,405	23,909	(2,496)
7612 · Review of Storage & Recovery Program - Ad Hoc	0	475,641	475,641
7614 · Support Implementation of Safe Yield Court Order	371,692	0	(371,692)
Total Engineering Services Costs	\$ 2,409,888	\$ 3,281,528	\$ 871,640

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


DEBT SERVICE

The fourth section of the Approved FY 2022/23 budget relates to Watermaster's Debt Service. The Approved FY 2022/23 Debt Service budget is \$482,302. The FY 2021/22 budget for this category was \$529,029.

The Debt Service is based upon principal and interest on the (1) 2020A Refunding (2008B Variable Revenue Rate Bonds) totaling \$5.7M for 11 years @ 0.849% and matures in 2032; (2) San Sevaine Improvement (SRF Loan) totaling \$1.5M for 30 years @1.8% and matures in December 2049; and (3) Lower Day Improvement (SRF Loan) totaling \$2.9M for 20 years @ .55% and matures in January 2042. IEUA and Watermaster share the principal and interest expenses on a 50/50 basis. For the FY 2022/23 budget, the Debt Service (account 7690.1) for Watermaster's 50% portion is budgeted with the following assumptions:

Principal payment:	\$373,813
Interest expenses:	\$206,775
Deferred Amortization adj:	(\$ 96,638)
Financing expenses:	\$ 353
Total Debt Service:	<u>\$482,302</u>

- Watermaster does not budget for any interest rate adjustments(s) for previous years credits.
- The payment for Debt Service is issued annually to IEUA in July.

Current Debt Service			
2020A Refunding (2008B Variable) \$5.7M 11 years @ 0.849% Matures 2032	2022/23 Budget	Funding from CBWM	Funding from IEUA
Principal Payment	\$581,385	\$290,692	\$290,693
Interest Expense	368,747	184,373	184,374
Financial Expense	705	353	352
Total Debt Service	\$950,837	\$475,418	\$475,419
Deferred Amortization adjustment	(197,279)	(96,638)	(96,638)
Debt Service (net of adjustment)	\$753,561	\$376,780	\$376,781
San Sevaine Improvement (SRF Loan) \$1.5M 30 Years @ 1.8% Matures Dec. 2049	2022/23 Budget	Funding from CBWM	Funding from IEUA
Principal Payment	\$61,855	\$30,927	\$30,928
Interest Expense	40,091	20,046	20,045
Debt Service	\$101,946	\$50,973	\$50,973
			
Current Debt Service			
Lower Day Improvement (SRF Loan) \$2.9M 20 Years @ .55% Matures Jan. 2042	2022/23 Budget	Funding from CBWM	Funding from IEUA
Principal Payment	\$52,194	\$52,194	\$0
Interest Expense	2,356	2,356	0
Debt Service	\$54,550	\$54,550	\$0
TOTAL DEBT SERVICE COSTS	\$910,057	\$482,302	\$427,754

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

The current budget details regarding the Debt Service are shown as (Attachment 8).

Attachment 8: [FY 2021/22 Proposed Budget Debt Service and Operations & Maintenance \(cbwm.org\)](#)

RECHARGE BASIN O&M COSTS

The fifth section of the Approved FY 2022/23 budget relates to the Recharge Basin O&M expenses which are based upon the Agreement for Operations and Maintenance of Facilities to Implement the Chino Basin Recharge Master Plan. The Recharge O&M expenses are shared costs between IEUA and Watermaster. The pro-rata cost sharing methodology is based on the relative proportion of recycled water to the total water recharged in the basins.

The total FY 2022/23 budget for the Watermaster's portion of the shared costs for Recharge Basin O&M expenses are \$1,101,833. The following details are provided for the O&M costs:

- No adjustments(s) for previous years credits
- Prior year's budget: \$1,067,295

Expense	2022/23 Budget	Funding from CBWM*	Funding from IEUA*
SBCFCD	\$12,000		
CBWCD	2,000		
<i>IEUA – Operations & Maintenance:</i>			
General Basin	799,425		
GWR Administration	621,000		
Specialty O&M	95,000		
Utilities	85,000		
General Allocation (10%)	161,443		
Total	\$1,775,868	\$1,101,833	\$674,035

Based to Groundwater Recharge Pro-Rate Methodology schedule

5

The detailed worksheets provided by IEUA for the FY 2022/23 budget are shown as (Attachment 9). Attachment 9: [Pro Rata GWR O&M Cost Sharing Methodology Table-FY2223-draft \(cbwm.org\)](#)

RECHARGE IMPROVEMENT PROJECTS

The sixth section of the Approved FY 2022/23 budget relates to the Recharge Improvement Projects which is approved for \$358,000 for the Jurupa Basin Conservation Berm. The FY 2021/22 budget for this category was \$0.

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

The current budget details regarding the Recharge Improvement Projects are shown as (Attachment 10).

Attachment 10: [FY 2022-23 Recharge Improvement Project-Jurupa Conservation \\$358,000 \(cbwm.org\)](#)

ALL OTHER EXPENSES

The seventh and final section of the Approved FY 2022/23 budget relates to All Other Expenses, or expenses that do not fall into the other six categories. The FY 2022/23 budget for All Other Expenses is \$577,216 which is (\$139,956) lower than the FY 2021/22 budget of \$717,172 or (19.5%).

The components of this section are the administrative expenses which include such items as building expenses, telephone costs, copier leases, office supplies, and postage, IT, auditing, and other consulting services, insurance, dues and subscriptions, travel and transportation expenses, and seminars and conferences.

The complete set of FY 2022/23 detailed documents have been uploaded to the Watermaster website at: [FY 2022-23 Budget Details \(cbwm.org\)](#).

ATTACHMENTS

1. 20220512 Budget FY 2022-23 - April 27, 2022 Responses to April 19, 2022 email from Justin Scott-Coe.pdf
[April 27, 2022 Responses to April 19 2022 email from Justin Scott-Coe \(cbwm.org\)](#)
2. 20220512 Budget FY 2022-23 - May 4, 2022 Comments to May 2, 2022 letter from the City of Ontario, MVWD, the City of Chino.pdf
[May 4, 2022 Comments to May 2, 2022 letter from Ontario, MVWD, Chino \(cbwm.org\)](#)
3. 20220322 - (2) FY 2022-23 Pay Schedule \$2,523,999.pdf
[FY 2022-23 Pay Schedule \\$2,523,999.pdf \(cbwm.org\)](#)
4. 20220322 - (3) FY 2022-23 BHFS Legal Services \$1,166,098.pdf
[FY 2022-23 BHFS Legal Services \\$1,166,098.pdf \(cbwm.org\)](#)
5. 20220322 - (4) FY 2022-23 Engineering Services Budget-Tables 1-4 \$3,281,528.pdf
[FY 2022-23 Engineering Services Budget-Tables 1-4 \\$3,281,528.pdf \(cbwm.org\)](#)
6. 20220322 - (5) FY 2022-23 Engineering Services Budget-Narratives.pdf
[FY 2022-23 Engineering Services Budget-Narratives.pdf \(cbwm.org\)](#)
7. 20220322 - (10) GLMC Technical Memorandum dated February 24, 2022 \$405,593.pdf
[GLMC Technical Memorandum dated February 24, 2022 \\$405,593.pdf \(cbwm.org\)](#)
8. 20220322 - (7) FY 2022-23 Debt Service and Recharge Basin O&M PPT.pdf
[FY 2021/22 Proposed Budget Debt Service and O&M \(cbwm.org\)](#)
9. 20220322 - (6) FY 2022-23 O&M Budget \$1,101,833
[Pro Rata GWR O&M Cost Sharing Methodology Table-FY2223-draft \(cbwm.org\)](#)
10. 20220322 - (8) FY 2022-23 Recharge Improvement Project-Jurupa Conservation \$358,000.pdf
[FY 2022-23 Recharge Improvement Project-Jurupa Conservation \\$358,000.pdf \(cbwm.org\)](#)

EXHIBIT 7

MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING
May 26, 2022

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA, and via Zoom (conference call and web meeting) on May 26, 2022.

WATERMASTER BOARD MEMBERS PRESENT AT WATERMASTER

James Curatalo, Chair	Minor Representative
Jeff Pierson, Vice-Chair	Agricultural Pool – Crops
Bob Kuhn, Secretary/Treasurer	Three Valleys Municipal Water District
Bob Bowcock	CalMat Co.
Scott Burton	Monte Vista Water District
Steve Elie	Inland Empire Utilities Agency
Betty Folsom	Jurupa Community Services District
Mike Gardner	Western Municipal Water District

WATERMASTER BOARD MEMBERS PRESENT ON ZOOM

Pete Hall	Agricultural Pool – State of CA, CIM
-----------	--------------------------------------

WATERMASTER STAFF PRESENT

Peter Kavounas	General Manager
Joseph Joswiak	Chief Financial Officer
Edgar Tellez Foster	Water Resources Mgmt. & Planning Dir.
Anna Nelson	Director of Administration
Justin Nakano	Water Resources Technical Manager
Frank Yoo	Data Services and Judgment Reporting Mgr.
Ruby Favela	Administrative Assistant
Alonso Jurado	Senior Field Operations Specialist
David Huynh	Senior Field Operations Specialist

WATERMASTER CONSULTANTS PRESENT AT WATERMASTER

Scott Slater	Brownstein Hyatt Farber Schreck, LLP
Brad Herrema	Brownstein Hyatt Farber Schreck, LLP
Andy Malone	West Yost

WATERMASTER CONSULTANTS PRESENT ON ZOOM

Garrett Rapp	West Yost
--------------	-----------

OTHERS PRESENT AT WATERMASTER

Bob Feenstra	Agricultural Pool – Dairy
Chris Diggs	City of Pomona
Amanda Coker	Cucamonga Valley Water District
Jiwon Seung	Cucamonga Valley Water District
Chris Berch	Jurupa Community Services District
Bryan Smith	Jurupa Community Services District
Jeff Davis	Provost & Pritchard Consulting
Brian Lee	San Antonio Water Company
Kati Parker	Minor Representative

OTHERS PRESENT ON ZOOM

Gino Filippi	Agricultural Pool – Crops
Larry Cain	Agricultural Pool – State of CA
Marilyn Levin	Agricultural Pool – State of CA
Natalie Avila	City of Chino
Dave Crosley	City of Chino

Eunice Ulloa	City of Chino
Ron Craig	City of Chino Hills
Courtney Jones	City of Ontario
Alexis Mascarinas	City of Ontario
Christopher Quach	City of Ontario
Nicole deMoet	City of Upland
Braden Yu	City of Upland
Eduardo Espinoza	Cucamonga Valley Water District
Ben Lewis	Golden State Water Company
Joshua Aguilar	Inland Empire Utilities Agency
Christiana Daisy	Inland Empire Utilities Agency
Shivaji Deshmukh	Inland Empire Utilities Agency
Manny Martinez	Monte Vista Water District
Justin Scott-Coe	Monte Vista Irrigation Company
Justin Scott-Coe	Monte Vista Water District
John Lopez	Santa Ana River Water Company
Todd Minten	Santa Ana River Water Company
David De Jesus	Three Valleys Municipal Water District
Matthew Litchfield	Three Valleys Municipal Water District
Jason Pivovaroff	Western Municipal Water District
Laura Roughton	Western Municipal Water District
Richard Rees	Wood plc

CALL TO ORDER

Chair Curatalo called the Watermaster Board meeting to order at 11:00 a.m.

ROLL CALL

(00:01:39) Ms. Nelson conducted the roll call and announced that a quorum was present.

PUBLIC COMMENTS

None

AGENDA – ADDITIONS/REORDER

None

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 Special Meeting (Workshop No. 1) held April 26, 2022
2. Minutes of the Watermaster Board Meeting held April 28, 2022

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of March 2022
2. Watermaster VISA Check Detail for the month of March 2022
3. Combining Schedule for the Period July 1, 2021 through March 31, 2022
4. Treasurer's Report of Financial Affairs for the Period March 1, 2022 through March 31, 2022

5. Budget vs. Actual Report for the Period July 1, 2021 through March 31, 2022
6. Cash Disbursements for April 2022 (Information Only)

C. APPLICATION: WATER TRANSACTION

Approve the proposed transaction:

The Purchase of 7,500 acre-feet of water from Cucamonga Valley Water District by Fontana Water Company. This purchase is made from Cucamonga Valley Water District's Annual Production Rights. Date of Application: April 4, 2022.

(00:03:52)

Motion by Vice-Chair Jeff Pierson, seconded by Mr. Mike Gardner, and passed unanimously.

Moved to approve the Consent Calendar as presented.

II. BUSINESS ITEMS

A. WATERMASTER FISCAL YEAR 2022/23 APPROVED BUDGET

Adopt the Watermaster Fiscal Year 2022/23 Approved Budget as presented.

(00:4:46) Mr. Kavounas prefaced the item and invited Mr. Joswiak to give a presentation. A discussion ensued.

(00:31:52)

Substitute Motion by Mr. Scott Burton, and there being no second, the motion died

Moved to approve Business Item II.A. without the two items for the OBMP Update and send those items back to the Advisory Committee for additional communication.

(00:37:54)

Motion by Mr. Pete Hall, seconded by Mr. Steve Elie, and passed by majority.

Moved to approve Business Item II.A. as presented.

III. REPORTS/UPDATES

A. LEGAL COUNSEL

1. San Bernardino Superior Court Emergency Order
2. April 22, 2022 Hearing
3. Governor's Executive Order N-7-22
4. Kaiser Permanente Lawsuit

(00:49:34) Mr. Slater gave a report. A discussion ensued.

B. ENGINEER

1. Safe Yield Data Collection and Evaluation Report
2. Safe Yield Reset Methodology Update
3. Prado Basin Habitat Sustainability Committee Annual Report

(00:57:35) Mr. Malone prefaced the Engineer's Report and invited Mr. Rapp to give a presentation on Items 1 and 2. Mr. Malone informed the Board of the next Safe Yield Peer Review Workshop which will be held on July 20, 2022 from 9am – 12pm at the Watermaster's offices and will also be available remotely.

C. CHIEF FINANCIAL OFFICER

None

D. GENERAL MANAGER

1. Regional Supply/Drought Update
2. Data Portal Status
3. May 26, 2022 Special Board Meeting (Workshop No. 2)
4. Upcoming Training Opportunity: Roberts Rules of Order
5. Other

(01:09:46) Mr. Kavounas prefaced Item 1 and asked Mr. Aguilar of IEUA to give a presentation. A discussion ensued. Mr. Yoo reported on Item 2. Mr. Kavounas reported on Items 3 and 4 and offered to give a recap of the May 26, 2022 Workshop No. 2 for those who missed it. Mr. Kavounas also announced that Watermaster will be dark in July instead of August this year.

IV. BOARD MEMBER COMMENTS

(01:17:59) Vice-Chair Jeff Pierson thanked Watermaster staff for continuing the Watermaster Board Workshops and stated that they were educational. Ms. Folsom echoed Mr. Pierson's sentiments.

V. OTHER BUSINESS

None

VI. CONFIDENTIAL SESSION – POSSIBLE ACTION

Pursuant to Article II, Section 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.

The Board convened into Confidential Session at 12:21 p.m. to discuss the following:

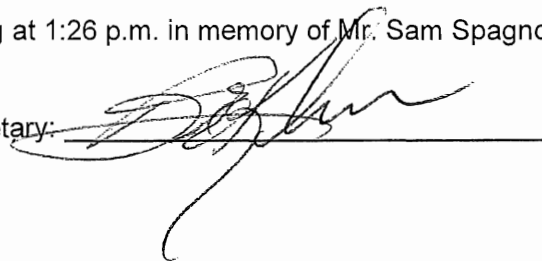
1. General Manager Performance Evaluation

(01:20:27) Confidential Session concluded at 1:20 p.m. with no reportable action.

ADJOURNMENT

Chair Curatalo adjourned the Watermaster Board meeting at 1:26 p.m. in memory of Mr. Sam Spagnolo.

Secretary: _____



Approved: _____ June 23, 2022 _____

Attachment:

1. 20220526 Roll Call Vote Outcome for Business Item II.A.

ATTACHMENT 1

May 26, 2022 Watermaster Board Meeting Roll Call Vote Outcome

Member	Alternate	Business Item II.A. (Main Motion)
Burton, Scott	No	
Elie, Steve		Yes
Folsom, Betty		Yes
Gardner, Mike		Yes
Hall, Pete*		Yes
Kuhn, Bob, Secretary/Treasurer		Yes
Pierson, Jeff, Vice-Chair		Yes
Bowcock, Bob		Yes
Curatalo, James, Chair		Yes
	OUTCOME:	Passed by Majority

*Participated via Zoom

EXHIBIT 8



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: July 28, 2022

TO: Board Members

SUBJECT: 2020 OBMP CEQA Preparation Process (Business Item I.C.)

SUMMARY:

Issue: Monte Vista Water District, Monte Vista Irrigation Company, City of Ontario and City of Chino ("Four Appropriators") have expressed concerns about the budgeting of expenses that may be incurred pertinent to environmental review of the 2020 OBMP and request that Watermaster direct its General Counsel to prepare a written legal opinion on the justification of inclusion of these expenses in the annual budget. [Within WM Duties and Powers]

Recommendation: In lieu of directing General Counsel to provide an opinion:

1. Direct staff to meet with all interested stakeholders, including the Four Appropriators, to evaluate the current status of the 2020 OBMP, consider changes in circumstances, and gather stakeholder input.
2. Using input from the meetings with stakeholders, develop a project description for the 2020 OBMP PEIR and proceed with the effort within the approved budget.

Financial Impact: N/A

Future Consideration

Watermaster Board – July 28, 2022: Direction to staff

ACTIONS:

Watermaster Board – July 28, 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 development of an OBMP is a discretionary power reserved to the Watermaster.

In 1998 the Court directed the commencement of an OBMP and the Inland Empire Utilities Agency began preparation of a Programmatic Environmental Impact Report ("PEIR"). Technical support of this effort, including work by Wildermuth Environmental, was in part, supported by assessments levied in accordance with the Judgment's procedures.

In June of 2000 the Peace Agreement and a suite of projects under an OBMP Implementation Plan were approved by Parties to the Judgment. Subsequently, the Peace Agreement, the OBMP Implementation Plan and the OBMP were all approved by the Court and Watermaster was ordered to proceed in accordance with their terms. The certification of the Programmatic EIR for the 2000 OBMP was a condition for Court approval of the Peace Agreement.

The 2000 OBMP was first supplemented in 2007 in connection with the adoption of the Peace II Agreement, again with environmental review being completed by IEUA, with technical support from Wildermuth Environmental being funded by Watermaster Assessments. Further updates by way of two Addenda to the 2000 OBMP Programmatic EIR were completed in 2017 and again in 2021 allowing the study of effects local storage and leading to the Local Storage Limitation Solution ("LSLS").

The existing PEIR is 22 years old and is stale for purpose of addressing current conditions in a manner sufficient to secure State and Federal funding and to properly inform the Court, the parties to the Judgment, and the public generally of potential environmental impacts attributable to new projects. Before embarking on new implementation measures a refreshed environmental review can address current conditions and include or enable subsequent project level approval for the benefit of basin stakeholders.

A draft Subsequent Environmental Impact Report on the 2020 OBMP was prepared in 2020, however IEUA resolved not to certify it because of concerns expressed by one stakeholder, resulting in a shift in focus to approving only environmental coverage of the LSLS. Ultimately, the LSLS was approved by Watermaster and the Court in 2021.

The State of California is currently facing record shortage conditions. The California State Water Project is meeting only 5% of contractor demands, the Bureau of Reclamation has declared shortage conditions on the Colorado River for the first time in history, the Metropolitan Water District has imposed water conservation mandates as has the California State Water Resources Control Board. Moreover, the Inland Empire continues to require water for the people and economy. Cooperative regional solutions like the OBMP play a critical role in meeting these needs.

According to the Restated Judgment the budget for annual Watermaster expenses is approved by the Advisory Committee (AC) and adopted by the Board; the effort to complete the 2020 OBMP CEQA documentation is budgeted in FY 2022/23, was approved by AC and adopted by Watermaster Board in May 2022.

Watermaster's power to levy assessments is derived from the Judgment. Assessments are levied in November after the Assessment Package is approved by the Board. While the effort to complete CEQA review for the 2020 OBMP is included in the FY 2022/23 Budget, no assessments have yet been levied for these budgeted costs.

DISCUSSION

Four Appropriator Position

On May 2, 2022 the Four Appropriators wrote to CFO Joe S. Joswiak concerning the FY 2022/2023 budget regarding the inclusion of "scoping items related to implementation of projects" included in the

OBMP 2020 Update Report, which was adopted by the Board in October of 2020 (Attachment 1.) The letter references the timing of potential expenditures in the amount of \$276,799 arising from a proposed scope of work related to environmental review, technical work and legal support and objects to the items being included in the budget.

The principal grounds for objecting to inclusion of the expenses in the budget are that if amendments to the Peace Agreement and the Implementation Plan are proposed, they require unanimous consent, and that Watermaster is not a public agency with CEQA responsibilities and therefore expenditures of funds are not appropriate.

The Four Appropriators believe that CEQA review is not warranted before an OBMP Implementation Plan (IP) update is drafted first and a Peace Agreement Amendment is negotiated, and believe it is better to reconvene the IP drafting process first;

On May 25, 2022 the Four Appropriators again wrote in follow-up to the May 2, 2022 letter desiring a response to the questions posed therein and further requesting a "Written Opinion from Watermaster General Counsel that identifies both the CEQA "project" description and provision(s) in the Chino Basin Judgment and/or Peace Agreements, and any other agreement among the parties to the Judgment which authorizes such expenditures." (Attachment 2.)

The Four Appropriators further expressed a concern that funding CEQA consultants to develop information that might be used by IEUA in preparing a CEQA document is a "conflict of interest" if IEUA is a proponent of an OBMP project that requires Watermaster approval under the Judgment. Thus, they request a written legal opinion of Watermaster General Counsel as to whether this funding would create a conflict of interest.

The Four Appropriators repeated their request for a written legal opinion in a third letter, dated June 21, 2022 (Attachment 3.)

Watermaster Response

Watermaster staff and Counsel have responded to the above concerns on several occasions during the annual budget review and approval process and beyond. In summary the response is that the contemplated CEQA analysis is broad and intended to enable any management actions and projects the parties might agree to implement at a later time, and may also include project level analysis where there is specific agreement to proceed. In addition to facilitating the update of the OBMP Implementation Plan, the cumulative CEQA analysis streamlines future project-specific analyses and also creates a contemporary CEQA analysis for grant applications.

The 2020 OBMP is a broad management plan for Chino Basin for the next 20 years that was written as an update to the 2000 OBMP through an extensive stakeholder engagement process. It is envisioned that many projects could be conceived by the parties from this planning document and a project-specific EIR would need to be prepared before a specific project can be implemented by any party to the Judgment. Such environmental review may be included with the final 2020 OBMP CEQA documentation or may be tiered off of this analysis at a later time.

The adoption of an OBMP by Watermaster is not a "project" for purposes of CEQA. However, the physical projects carried out under the OBMP may be. This is abundantly clear. One of the historical problems solved by the OBMP PEIR was to put all pertinent potential projects on the table for programmatic evaluation, to reduce friction and infighting over competition for a limited set of dollars and resources and legal roadblocks to project completion.

Parties to the Peace Agreement may wish to update the OBMP Implementation Plan and possibly amend the Peace Agreement to move forward with implementation of management activities and projects they

may agree on. The environmental analysis for the 2020 OBMP will provide information to the parties and thus facilitate negotiations.

Since the time the Project Description for the 2020 OBMP PEIR was drafted in 2020, Program Element 8 – Storage has been addressed in a separate CEQA document (Second Addendum to the 2000 OBMP PEIR) and other projects (e.g. IEUA’s Chino Basin Program) have also certified CEQA documentation. As a result, the project description for CEQA review of the 2020 OBMP needs to be reviewed.

Following discussions with the Watermaster Board staff included funds in the proposed FY 2022/23 budget to assist the parties, if requested, in developing an updated OBMP Implementation Plan and negotiating an update to the Peace Agreement, and to review and update the 2020 OBMP environmental review documentation so it can be considered by the IEUA Board of Directors. The estimated expense for these efforts is as follows:

Engineering Services 6906.26	2020 OBMP Implementation Plan	\$15,282
	Support PA Amendment	\$15,282
	2020 OBMP CEQA	\$246,235
	Total:	\$276,799
Legal Services 6907.45	Budget for all 3 components:	\$126,000

Prior to its approval by the Watermaster Board, the budget was approved as presented by majority vote of the Advisory Committee, with the Four Appropriators in opposition.

Watermaster also has an obligation to ensure that CEQA has been performed as a precondition to processing and approving certain discretionary decisions under the Judgment, Peace Agreement, and Watermaster Rules and Regulations. The Peace Agreement recites and provides for IEUA to perform environmental review functions for the 2020 OBMP. It has undertaken this responsibility for the convenience of the parties on multiple occasions, e.g. Dry-Year Yield, Basin-Re-Operation – Hydraulic Control; Storage Addendums. Further, regardless of CEQA, it has an obligation to conduct an analysis of Material Physical Injury of qualifying projects and actions under the Peace Agreement and Court order. Consequently, it is reasonable, natural, and efficient for Watermaster to offer its technical expertise and services to IEUA, where IEUA is preparing an EIR to facilitate Watermaster functions.

While the Four Appropriators prefer a narrower and more restricted approach, the majority of the stakeholders, as expressed in the Advisory Committee vote to approve the budget, disagree. The Judgment provides clear instruction on the approval of the budget.

The Four Appropriators asked for an extension of time during which to challenge Watermaster’s adoption of the budget that was approved by the Advisory Committee. Watermaster has agreed to extend the Judgment period for challenging the Budget from 60-days to a date certain, 30 days from the July 28, 2022 Special Board meeting to allow for more discussion.

Staff believes that instead of preparing a legal opinion as requested, further discussion with stakeholders whereby we make it clear that no technical expenditures will proceed in advance of re-examining the scope of the 2020 OBMP and the inclusion or exclusion of additional projects and implementation measures at a programmatic and potentially a project level is advisable. Consequently, staff is proposing, and seeking direction from the Board to proceed with, a process to obtain input from all stakeholders to revise the CEQA documentation Project Description and to develop a work plan while honoring the Peace Agreement and the Judgment. This will allow time to discuss and clarify the proposed CEQA document preparation as well as address other concerns.

The act of budgeting for a future event that is likely to occur within the next fiscal year does not constitute a commitment to any specific outcome to implement a change, modify the Peace Agreement, or the

Implementation Plan. As was the case with the LSLs, new commitments vitiated the need for altering previous ones in a manner that required unanimous consent of the Parties. New subject matter is not necessarily subject to the limitations of the Peace Agreement.

Watermaster can both establish a budget for an expected action, requiring technical support, while reserving to its discretion, to the extent it exists under the Judgment and Peace Agreement, and likewise to the parties to the Judgment to address any action that Watermaster may take when there are clear facts before us.

ATTACHMENTS

1. May 2, 2022, letter from the Four Appropriators to Joe Joswiak subject "Chino Basin Watermaster, Fiscal Year 2022/23 Draft Budget"
2. May 25, 2022, letter from the Four Appropriators to Watermaster Board Members subject "Chino Basin Watermaster, Fiscal Year 2022/23 Draft Budget"
3. June 21, 2022, letter from the Four Appropriators to Watermaster Board Chair Curatalo subject "Chino Basin Watermaster, Fiscal Year 2022/23 Draft Budget"



May 2, 2022

Joseph S. Joswiak, MBA
Chief Financial Officer
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730



Chino Basin Watermaster, Fiscal Year 2022/23 Draft Budget

Dear Mr. Joswiak:

The Cities of Ontario (Ontario) and Chino (Chino) and Monte Vista Water District (MVWD) appreciate the opportunity to review and provide input on the Watermaster Fiscal Year (FY) 2022/23 Draft Budget.

The proposed FY 2022/23 budget includes scoping items related to implementation of projects included in the Optimum Basin Management Program (OBMP) 2020 Update Report, which was completed and adopted by the Watermaster Board on October 22, 2020. During the process of Watermaster developing the OBMP Update Report, with input from the Parties, it was understood that the next steps for implementation would require agreement by the Parties. This was confirmed by Watermaster’s Summary of Engineering Services and Costs for the Budget: “Furthermore, to implement the 2020 OBMP Update, the parties must update the 2000 OBMP Implementation Plan and amend the Peace Agreement.” Under Section 10.14, amendments to the Peace Agreement require unanimous consent. With that in mind, it was understood that this agreement must be completed prior to any further OBMP related work, in line with past practice. If Watermaster intends otherwise, please provide justification.

Watermaster initiated a process to facilitate an update to the OBMP Implementation Plan (IP) through an amendment to the Peace Agreement. A Drafting Session Orientation was held on March 2, 2020, and the first OBMP IP Drafting Session was held on March 16, 2020. The process was put on hold after the first working meeting and has yet to resume.

The proposed scope of work totals \$276,799 for environmental review and other technical work (account 6906.26) along with \$126,200 for legal support (account 6907.45). Watermaster staff has repeatedly stated that this work is discretionary. Further, CEQA review, and Watermaster expense to support it, is not warranted prior to an agreement on the Implementation Plan and Peace Agreement Amendment. While the parties to the Peace Agreement sanctioned CEQA review of the then-agreed-to project elements, CEQA authorization under Section 2.2 of that Agreement does not extend to future projects to which agreement has not been reached. Watermaster’s own

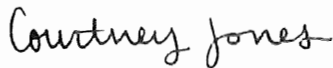
discretionary activities to develop an optimum basin management program, as part of the Judgment's physical solution, are not subject to CEQA review and hence is not a justification for such expense.

While the Parties could all agree to proceed with this scope of work, Ontario, Chino, and MVWD believe a better approach is to reconvene the IP drafting process in advance of any additional scoping and budget. This will allow the Parties responsible for implementation to first develop the scope of implementation and negotiate an amendment to the Peace Agreement, then study the environmental impacts as needed. This process is in line with what Watermaster stakeholders have already committed to complete – an agreement for the implementation.

Ontario, Chino, and MVWD are also seeking clarification from Watermaster whether it intends to implement the budgeted discretionary work either upon a simple majority budget approval of the Advisory Committee or upon approval by all Parties. If the former, please provide a legal explanation of Watermaster's authority to impose this onto the Parties to the Peace Agreement.

Thank you for your time and consideration.

Sincerely,



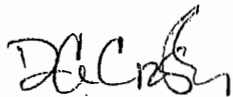
Courtney Jones

City of Ontario Water Resources and Regulatory Affairs Director



Justin Scott-Coe

Monte Vista Water District General Manager



Dave Crosley

City of Chino Utilities Engineering and Operations Manager

cc: Peter Kavounas, General Manager, Chino Basin Watermaster

Eduardo Espinoza, Chair, Appropriative Pool Committee



May 25, 2022

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Chino Basin Watermaster, Fiscal Year 2022/23 Draft Budget

To Watermaster Board Members:

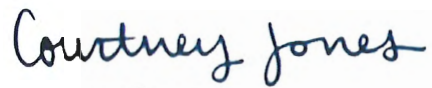
The cities of Ontario and Chino and Monte Vista Water District are following up on their letter of May 2, 2022, which questioned the inclusion of expenditures for Optimum Basin Management Program (OBMP) Update California Environmental Quality Act (CEQA) review in the 2022/23 Draft Budget. While we received written comments from Mr. Kavounas and spoke with Watermaster Counsel, which we appreciate, we have not received an explanation of the legal basis for such expenditures. We have been repeatedly told by Watermaster that CEQA review, and associated Watermaster expenditures, would follow an Implementation Plan and Agreement by the parties to the Peace Agreement. Similarly, Watermaster Counsel acknowledged, and we agree, that there is a need to revisit the “project” description in the pending Inland Empire Utilities Agency (IEUA) CEQA analysis.

Accordingly, we hereby request a Written Legal Opinion from Watermaster Counsel that identifies both the CEQA “project” description and the provision(s) in the Chino Basin Judgment and/or Peace Agreements, and/or any other agreement among the parties to the Judgment, which authorizes such expenditures. We understand from recent communications with Watermaster Counsel that Watermaster is not a public agency but rather an extension of the Superior Court, and hence not authorized to conduct CEQA review. We agree with that statement and conclusion. However, that statement and conclusion suggest that CEQA review and associated expenditures require agreement by all parties to the Judgment – the procedure followed by the Peace Agreement.

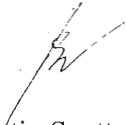
It also appears that Watermaster intends to finance, by funding the CEQA consultants (Dodson and West Yost) and CEQA attorneys, the efforts of IEUA as the Lead CEQA agency when IEUA itself is a proponent of an OBMP project that requires Watermaster approval under the Judgment. This would appear to present a conflict of interest. We request that the Legal Opinion address this perceived conflict of interest.

We appreciate your attention to this important matter in the belief that you share our desire to ensure that all expenditures within the draft budget are legally justified.


Sincerely,



Courtney Jones
City of Ontario Water Resources and Regulatory Affairs Director



Justin Scott-Coe
Monte Vista Water District General Manager



Dave Crosley
City of Chino Utilities Engineering and Operations Manager

cc: Peter Kavounas, General Manager, Chino Basin Watermaster
Eduardo Espinoza, Chair, Appropriative Pool Committee



June 21, 2022

Chino Basin Watermaster Board
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Re: Chino Basin Watermaster, Fiscal Year 2022/23 Budget

Dear Chair Curatalo:

The Cities of Ontario (Ontario) and Chino (Chino) and Monte Vista Water District (MVWD) are following up on our May 2, 2022 letter, which is attached. Ontario, Chino and MVWD request Watermaster act on our letter by directing Watermaster legal counsel to provide a legal opinion regarding Watermaster's authority to impose costs, associated with the FY 2022/23 budgeted discretionary work within accounts 6906.26 & 6907.45, onto the Parties to the Peace Agreement by majority vote.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Courtney Jones".

Courtney Jones
City of Ontario Water Resources and Regulatory Affairs Director

A handwritten signature in black ink that reads "Justin Scott-Coe".

Justin Scott-Coe
Monte Vista Water District General Manager

A handwritten signature in black ink that reads "Dave Crosley".

Dave Crosley
City of Chino Utilities Engineering and Operations Manager

cc: Peter Kavounas, General Manager, Chino Basin Watermaster
Eduardo Espinoza, Chair, Appropriative Pool Committee

EXHIBIT 9

Audio Transcription
Watermaster Board - Special Meeting
July 28, 2022

Chino Basin Watermaster



www.aptusCR.com | 866.999.8310

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

AUDIO TRANSCRIPTION
CHINO BASIN WATERMASTER
WATERMASTER BOARD - SPECIAL MEETING
JULY 28, 2022

Job No. 10105655

1 (Beginning of audio recording.)
2 UNIDENTIFIED FEMALE SPEAKER: Member Hoag (phonetic).
3 MEMBER HOAG: Present.
4 UNIDENTIFIED FEMALE SPEAKER: Member Elie.
5 UNIDENTIFIED MALE SPEAKER: Sorry. Steve will be just
6 a little late (unintelligible).
7 UNIDENTIFIED FEMALE SPEAKER: Member Folsom.
8 MEMBER FOLSOM: Present.
9 UNIDENTIFIED FEMALE SPEAKER: Member Burton.
10 MEMBER BURTON: Present.
11 UNIDENTIFIED FEMALE SPEAKER: Member Hall.
12 MEMBER HALL: Present.
13 UNIDENTIFIED FEMALE SPEAKER: Member Kuhn
14 MEMBER KUHN: Here.
15 UNIDENTIFIED FEMALE SPEAKER: Vice-Chair Pierson.
16 VICE-CHAIR PIERSON: Present.
17 UNIDENTIFIED FEMALE SPEAKER: Chair Curatalo.
18 CHAIR CURATALO: Present.
19 UNIDENTIFIED FEMALE SPEAKER: (Unintelligible)
20 CHAIR CURATALO: Okay. Thank you very much.
21 Okay. Roll call.
22 Next item on the agenda is public comments.
23 Anyone would like to address the Board at this
24 time any item on or off the agenda, you may do so. You
25 have three minutes.

1 Anybody in the room that would like to do so?

2 Okay. Anyone on the phone or remotely?

3 MR. FUDACZ: Yes, Mr. Chairman. This is Fred Fudacz.

4 CHAIR CURATALO: Good morning, Fred.

5 MR. FUDACZ: I'D like to comment on business Item 1(c)
6 which, again, I'm here to kind of speak a little bit to
7 the OBMP CEQA expenditures in the '22/'23 budget.

8 CHAIR CURATALO: Okay.

9 MR. FUDACZ: Can I go forward with that?

10 CHAIR CURATALO: Yes, sir. Go ahead.

11 MR. FUDACZ: Yes. As you probably are aware now,
12 given in the material in your Board packet, four
13 appropriators -- City of Chino, Monte Vista Water
14 District, Monte Vista Irrigating and the City of
15 Ontario have, since May of this year, repeatedly requested
16 a written legal opinion from Watermaster counsel.

17 And this is to address a concern we've raised
18 about Watermaster's authority, essentially, to spend CEQA
19 money over the objections of parties to the judgment and,
20 in this case, the four appropriators.

21 And the concern is that Watermaster simply isn't
22 a CEQA entity. It's an extension of the court; therefore,
23 not authorized to do CEQA. And in any case, there have
24 been representations that the next step, not more CEQA
25 analysis, but the next step was supposed to be getting the

1 parties together to focus on an implementation plan and
2 agreement.

3 Also, we raised the concern about the apparent,
4 just, willingness to go forward with IEUA as the lead
5 agency on any further CEQA analysis given the significant
6 project they have on the boards for which Watermaster has
7 to give an approval.

8 So the question is, is that a conflict of
9 interest? Should they be the lead agency?

10 We were very disappointed in the Staff report,
11 frankly, because the recommendation was essentially to
12 deny this request for a written legal opinion.

13 This should not be a controversial issue. The
14 Board has a very significant interest in seeing that its
15 action conform with the judgment and applicable law. We
16 already have an appeal on government's issues. We
17 certainly don't need another one. And I think having a
18 written legal opinion would be useful in kind of
19 clarifying those issues.

20 The Staff report talks about in lieu of a written
21 opinion they make certain recommendations to engage with
22 the stakeholders in discussion.

23 Well, that may not be controversial in and of
24 itself but, certainly, it would be most helpful to have a
25 written legal opinion in that context.

1 But the second recommendation beyond that is
2 to -- once you have those discussions, to go ahead with
3 yet another Programmatic EIR, which is -- assumes the
4 conclusion of those discussions and is what Staff has been
5 promoting all along.

6 So it seems to me that that process is flawed
7 from the outset. Certainly, it doesn't rule out the
8 issuance of a legal opinion.

9 As far as another Programmatic EIR, the Board
10 should understand that Programmatic EIRs are not required
11 by CEQA. In this context it would be wasteful. What we
12 need is to go forward with specific projects that the
13 parties are willing to entertain and focus the
14 environmental analysis around those projects.

15 And my partner Rob Thornton will speak for that
16 part of the -- of the controversy here, but my concern is
17 that the authority of the Board just isn't there to pursue
18 a Programmatic EIR in the absence of a consensus of all
19 the parties that would be charged for those efforts.

20 Watermaster's confusing itself with some
21 legislative body such as IEUA. Watermaster just doesn't
22 have the authority to go forward in the absence of the
23 consensus of the group that will have to pay the cost of
24 that.

25 In summary, the Staff report accuses the four --

1 four appropriators of taking a very narrow and restrictive
2 approach to CEQA. I think all we're asking for is that we
3 do something that makes sense from an economic point of
4 view. Don't put the cart in front of the horse; to do
5 something that is consistent with the representations that
6 the next step is work on the Implementation Agreement, and
7 something that's legal.

8 And for that, I would urge the Board to grant the
9 request of the four appropriators to ask general counsel
10 to issue a written opinion, formal written opinion on the
11 legal issues that we've raised.

12 Unless there are questions, that's all I have.

13 CHAIR CURATALO: Okay. No -- thank you, Fred, for
14 your comments.

15 You know, just for clarification, this is the
16 general public comments time for our agenda. The item you
17 speak of, we will be bringing up again further down the
18 agenda and there will be an opportunity for a three-minute
19 comment then if you want to repeat or have something to
20 add. Okay?

21 But thank you for your comments.

22 Anyone else? Is there anyone else that would
23 like to address the Board under public comments?

24 MR. THORNTON: Mr. Chairman, can you hear me?

25 CHAIR CURATALO: Yes, sir.

1 MR. THORNTON: Yeah, my name's Robert Thornton. I'm a
2 partner in the Nossaman firm and we're representing --

3 UNIDENTIFIED MALE SPEAKER: (Unintelligible) public
4 comments items not on the agenda.

5 CHAIR CURATALO: Okay. What item will you be
6 commenting on?

7 MR. THORNTON: Item 1(c), Mr. Chairman.

8 CHAIR CURATALO: Okay. You know, we're getting ahead
9 of ourselves on the agenda. That item will have an
10 opportunity for public comments. And I realize public
11 comments can be any comment on or off the agenda. But for
12 the sake of time and to keep things orderly, I would ask
13 that you consider making the comments on that item when we
14 raise that item.

15 MR. THORNTON: So -- so let me just -- I appreciate
16 that, Mr. Chair. I want to just make a brief comment and
17 we'll avoid duplicating --

18 CHAIR CURATALO: Okay.

19 MR. THORNTON: -- our comments.

20 I just wanted to add to Mr. Fudacz's points that
21 the process that the City and the other stakeholders are
22 proposing here is fully consistent with CEQA. And we
23 refer you to section a 15168 of the CEQA guidelines, which
24 addresses what agency should do after a Programmatic EIR
25 is certified.

1 So you have a certified Programmatic EIR, and
2 that section of the CEQA guidelines suggests that the next
3 step is to define what elements, if any, of the program
4 are proposed to be implemented and then to determine what
5 additional CEQA documentation is necessary to comply with
6 CEQA for those elements that are proposed to be
7 implemented.

8 So that's -- that's the process that we're --
9 we're suggesting that the Watermaster engage to reach
10 agreement with the stakeholders on -- on the next steps of
11 the program, to define a feasible element and then to move
12 forward in accordance with CEQA.

13 So thank you very much for --

14 CHAIR CURATALO: Okay. Thank you.

15 MR. THORNTON: -- the opportunity to comment.

16 CHAIR CURATALO: Thank you very much.

17 Okay. Any other comments?

18 Hearing none, I'll close public comments.

19 And the next item is additions and deletions to
20 the agenda.

21 Are there any from members of the Board?

22 Hearing none, any from Staff?

23 None, okay.

24 Okay. It brings us to our first business item
25 1(a) which is regarding Resolution 2022-07. And this is

1 regarding authorizing remote teleconference meetings under
2 the Brown Act.

3 Peter, I'll turn it over to you.

4 MR. KAVOUNAS: Can I just make a motion to approve?

5 UNIDENTIFIED MALE SPEAKER: Second.

6 CHAIR CURATALO: Okay. Very good.

7 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

8 CHAIR CURATALO: Right. It is a repetitious act that
9 we perform.

10 Okay. We have a motion from Elie to approve the
11 resolution as provided on 1(a).

12 Do we have a second?

13 MEMBER KUHN: I do.

14 CHAIR CURATALO: I knew I was going to get a second
15 out of you, Kuhn.

16 MEMBER KUHN: (Unintelligible)

17 CHAIR CURATALO: Is there any further discussion?

18 Would you please take a roll call vote.

19 UNIDENTIFIED FEMALE SPEAKER: This is a roll call vote
20 for business Item 1(a), Resolution 2022-07 authorizing
21 remote teleconference meeting under Brown Act.

22 Motion by Mr. Elie, seconded by Mr. Kuhn.

23 Member Hall.

24 MEMBER HALL: Can't hear you.

25 UNIDENTIFIED FEMALE SPEAKER: I'm sorry. Can you

1 repeat that again?

2 UNIDENTIFIED MALE SPEAKER: He can't hear.

3 MEMBER HALL: I can't hear.

4 UNIDENTIFIED MALE SPEAKER: Regarding the
5 teleconference voting.

6 UNIDENTIFIED FEMALE SPEAKER: Member Hall.

7 MEMBER HALL: Yes. Yes.

8 UNIDENTIFIED FEMALE SPEAKER: Member Kuhn.

9 MEMBER KUHN: Yes.

10 UNIDENTIFIED FEMALE SPEAKER: Vice-Chair Pierson.

11 VICE-CHAIR PIERSON: Yes.

12 UNIDENTIFIED FEMALE SPEAKER: Member Bowcock.

13 MEMBER BOWCOCK: Yes.

14 UNIDENTIFIED FEMALE SPEAKER: Member Burton.

15 MEMBER BURTON: Yes.

16 UNIDENTIFIED FEMALE SPEAKER: Member Elie

17 MEMBER ELIE: Yes.

18 UNIDENTIFIED FEMALE SPEAKER: Member Folsom

19 MEMBER FOLSOM: Yes.

20 UNIDENTIFIED FEMALE SPEAKER: Member Gardener.

21 MEMBER GARDENER: Yes.

22 UNIDENTIFIED FEMALE SPEAKER: Chair Curatalo.

23 CHAIR CURATALO: Yes.

24 UNIDENTIFIED FEMALE SPEAKER: The motion passes
25 unanimously.

1 CHAIR CURATALO: Passes unanimously.

2 Thank you very much.

3 Especially Peter Hall, Pete Hall, can you hear
4 okay?

5 MEMBER HALL: Yes, I can hear.

6 CHAIR CURATALO: Okay.

7 MEMBER HALL: I just couldn't hear her. She was --
8 she's so soft and quiet.

9 CHAIR CURATALO: All right.

10 UNIDENTIFIED MALE SPEAKER: Turn your hearing aids up.

11 CHAIR CURATALO: Okay. Okay. That concludes 1(a).

12 1(b) is regarding our Board workshop the 2000 and
13 2020 OBMP, and this is information only.

14 Peter, we'll turn it over to you.

15 MR. KAVOUNAS: Thank you, Mr. Chairman. Good morning
16 to you. Good morning to all members of the Board and
17 everyone else that's in attendance today. We're very
18 happy to have you on this occasion.

19 This is our third educational workshop for the
20 Board. And so we hope that you come today, you've had a
21 chance to review your agenda and you've reviewed your
22 mindset -- those that attended yesterday's
23 (unintelligible) talking about your mindset coming into
24 today's meeting.

25 So as a recap of the -- the first -- can I

1 advance or --

2 UNIDENTIFIED MALE SPEAKER: Yes.

3 MR. KAVOUNAS: As a recap of -- hold one second.
4 Technical difficulties.

5 There we go.

6 As a recap of the workshops that we've conducted
7 so far, I'd like to remind everyone of our April workshop
8 where we talked about the Chino Basin adjudication,
9 provisions of the judgment. We talked at that time a
10 little bit about the legal environment that preceded it,
11 what the groundwater laws were looking like, the mutual
12 destruction, mutual prescription laws that were placed at
13 the time and how the judgment came about and came out of
14 the stipulated judgment created Watermaster.

15 We talked a little bit about the role and
16 expectation of the Board, Board officers and other
17 committees.

18 And I'd like to remind you also that the material
19 that was handed out at the time was later put into a
20 binder that all of you should have. That was the first
21 tab. And if you're certainly missing any of that
22 material, we'll be happy to supplement that for you.
23 We've included some slides in there as well as some
24 helpful reading material.

25 The second workshop that we had was -- was in

1 May. And we talked about the relationship between full
2 committees, advisory and the Board, and reviewed the
3 different types of actions and decisions the Board could
4 take. That should have been tab 2 in your workbook. And
5 we had exercises that we did.

6 And really, we worked off of the 1998 order that
7 you recall created Watermaster as it exists today, the
8 nine-member Board that exists today, and had in the back a
9 recap that has been done by the special referee
10 summarizing the different actions that the Board can take
11 and the role of the advisory committee at the Board. We
12 also talked about expectations of the Board officers at
13 that time.

14 So for today -- for today, we're looking to
15 advance what happened after the 1998 order. What happened
16 after that Watermaster was created.

17 And you recall that the Watermaster was given an
18 explicit task, within two years, create the OBMP and go
19 ahead and implement it.

20 So we talked a little bit about what was needed,
21 what was happening at the time from the management, how
22 was the OBMP created, how was the implementation agreed,
23 the CEQA that went along with it, what's in that 2000 OBMP
24 and what's happened in the last 22 years since the
25 implementation of the OBMP.

1 So any questions about where we're headed today?

2 So the idea is just to continue to progress
3 through the history of Chino Basin management as it exists
4 today.

5 So a judgment comes in 1978. You recall the
6 first Watermaster was the five-member Board of Chino Basin
7 Water District. At the time that board was thought not to
8 be very active and engaged in the management of the basin.
9 There was some issues that were surfacing and there was
10 some discontent with the management of the basin at the
11 time.

12 What you see here is the cover page of a lawsuit
13 that was filed by the City of Chino, the City of Norco and
14 then San Bernardino County Waterworks District Number 8,
15 which today is Chino Hills.

16 And that was a lawsuit that was asking for better
17 management of the basin. That lawsuit asked for -- it was
18 made on the grounds that:

19 (As read) Watermaster had failed and continues to
20 fail to abide to its responsibilities and duties
21 under the judgment by failing to undertake and
22 implement an OBMP and failing to conduct a
23 socioeconomic study and survey mandated by the
24 judgment, failing to provide responsible,
25 equitable and fair water management laws.

1 So they were concerned at that time. This was
2 filed in 1989, so still with the first -- first
3 Watermaster.

4 So as the '80s progressed, there were concerns
5 that were expressed such as that in the lawsuit. There
6 are other visible effects as well.

7 There was land subsidence that was going on. And
8 what you see here is one photo that you've probably seen
9 many times. It's a picture that (unintelligible)
10 California Institution for Men facility in '92. There
11 were some water quality concerns and some pumping
12 sustainability concerns, all marching us forward from --
13 through the '80s and into the '90s and, of course, leading
14 up to the frustration, the challenge, the conflict and
15 eventually the nine-member board (unintelligible).

16 So '98, we have the nine-member board that's
17 formed. Its task was developing an OBMP.

18 So what was the region looking at in terms of its
19 future back in the year 2000?

20 So we got a little snippet from the IEUA Urban
21 Water Management Plan for the year 2000. All providers
22 are to required to create a plan. I think that may have
23 been the first or second time that the Urban Water
24 Management Plan (unintelligible). They're required to
25 take a look ahead into the next 20 years.

1 And IEUA at the time did its best to project.
2 What you see is the projection. If you look at the line
3 on that graph, it's water demand without conservation.
4 Looking out to 2020, water demand is read on the left
5 scale, I believe, of this graph. It would have been
6 demand somewhere in the 315,000 acre-feet. Clearly
7 projecting and the (unintelligible) demand to increase and
8 (unintelligible) decrease for a total of about 300,000,
9 identifying the region as one of the fastest growing
10 regions in the state with dramatic increases
11 (unintelligible).

12 How do you get houses built? Get will serve
13 letters. Get will serve letters. You need urban
14 management plans that plan for the supply.

15 So the water supply -- the theme here is the
16 water supply itself was viewed as essential infrastructure
17 that had to be there for the dissipated growth to happen
18 as planned. It's the benefits that come with that.

19 So fast forward to the year 2020, the total
20 demand is 192,000. And what's the different there, of
21 course, is conservation (unintelligible). The chart shown
22 before was (unintelligible) without any conservation.

23 And you can look at population was projected to
24 reach about 850,000. And so here we are today, we're
25 looking at the population of 900,000, so the projection

1 was fairly close, maybe a little ahead of that projection,
2 and the demand was lower because of conservation.

3 Other -- perhaps a little bigger picture to look
4 at is what's happening in the region. So scaling up from
5 the IEUA service area, we're showing you here a couple of
6 graphs. One is the per capita personal income in the
7 Riverside/San Bernardino/Ontario area, so a broader area.

8 And showing the per capita personal income from
9 the same -- same time frame, from the year 2000 to the
10 year 2020 -- increasing in -- increasing in reaching about
11 45,000 from about 25,000 US dollars per person.

12 What's the significance of that? You can see, of
13 course, the bump of the 2008 recession. We can see that
14 (unintelligible) since then.

15 What's the significance of that? What happens
16 when people earn more money?

17 They --

18 UNIDENTIFIED MALE SPEAKER: Spend it.

19 MR. KAVOUNAS: They spend it and they have
20 expectations that they will receive goods and services by
21 spending more money, right.

22 And you can see also in the same time frame the
23 resident population -- again, this is a bigger scale. The
24 population in the Riverside/San Bernardino/Ontario area
25 has increased. So you have a population that went from

1 about 3.3 million in total to about 4.7 million.

2 So in that 20-year time frame, you have a large
3 increase in the population, a large increase in the
4 dispose -- I won't say disposable, but personal income in
5 that area. So you have an area that's growing and has
6 more money to spend. Jobs coming in, a lot of growth.

7 UNIDENTIFIED MALE SPEAKER: So that's a conversion
8 from an agricultural community to a business community.

9 MR. KAVOUNAS: A business community.

10 And significant housing being built
11 (unintelligible) driving the demand.

12 We're showing you two charts here. Again, the
13 same, a broader area. We're showing on the left, private
14 housing units authorized, this is by year, in the same
15 Riverside/San Bernardino/Ontario area. And you can see,
16 again, the effect of the recession. You can see,
17 obviously, an unsustainable trend of housing permits from
18 2000 to the mid 2000s reaching up to 50,000 new permits
19 per year and then dropping down and normalizing to maybe
20 12 to 15 now.

21 And so assuming most of these were converted, you
22 can see the actual housing units that were built in the
23 same broader area. You can see, of course, two different
24 slopes, again, inched around the recession of the 2000s.
25 But you can see housing units built, over 650,000.

1 From -- from 250,000 to over 650,000 in the last 20 years.

2 So tremendous amount of growth in the area. And
3 that growth required water to be supported. Every housing
4 unit required water so --

5 So back to our business in our little portion of
6 the world, in the water world, it's creating the OBMP in
7 the year 2000. We'll talk a little bit about how was that
8 OBMP created. But back in 1998, remember, the court
9 ordered Watermaster: We need that OBMP that was
10 contemplated in the judgment, but never been done.

11 So we've got a schematic here of the process that
12 was followed at the time. And we have with us Mark
13 Wildermuth who will describe that a little bit. And then
14 part of the process shows how the Peace Agreement was
15 created to go forward with the Implementation Plan. And
16 we have Scott here, who was here at the time, and he'll
17 talk about -- a little about this process.

18 In essence, you had the OBMP phase 1 report that
19 was a four-chapter planning document. The fourth chapter
20 was a management plan.

21 You had -- of that, you had the parties'
22 agreement to -- or the development of an Implementation
23 Plan and the parties' agreement with the Peace Agreement
24 to go forward with the program elements in that
25 Implementation Plan.

1 You hear talk about the program elements on and
2 on, but as we go forward, we'll bring you various topics
3 that relate to program elements. Those are program
4 elements from the Implementation Plan of the original
5 management plan of the OBMP.

6 So with that, we'll transition to capping Mark's
7 memory. And I'd like to invite Scott Slater to -- to
8 guide Mark through a recollection of that.

9 Now, before Scott and Mark engage in that, I'd
10 like to draw your attention to the material you received
11 which was intended to be in addition to your -- to your
12 collection of knowledge here.

13 And what you find there is a tab for your handy
14 dandy (unintelligible) notebook, and then you'll find some
15 charts which you'll see in today's presentation, and they
16 will make sense to you. Feel free to take notes on those.
17 You'll find a notes page on the OBMP drafting process, and
18 that's what Mark will cover. So this is a great place for
19 you to take notes if you want to on the drafting process.

20 You'll find some more charts and then you'll find
21 a place to take notes for the Peace Agreement --
22 Implementation Plan and Peace Agreement drafting, which is
23 what Scott will cover a little bit later.

24 So I wanted to draw your attention to those
25 materials. They're there for you to have and also to add

1 to your material that you might find interesting and
2 useful today.

3 Are there any questions about -- about the
4 background so far, about the setup?

5 All right. If not --

6 CHAIR CURATALO: Peter -- Peter, what I neglected to
7 do at the very beginning, just to give everyone a roadmap
8 of the day, you know.

9 So we have one agenda. I'm saying this and
10 asking it at the same time for confirmation, so everybody
11 knows.

12 We have one agenda. Right now we're on 1(b).
13 It's the workshop. At the conclusion of the workshop,
14 we'll have a recess and then we will reconvene in the
15 boardroom for 1(c).

16 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

17 CHAIR CURATALO: Just so everybody knows, that's how
18 we'll do it.

19 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

20 CHAIR CURATALO: Yeah, whenever we're done. We don't
21 have to necessarily --

22 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

23 CHAIR CURATALO: Because it was scheduled 1:15, but we
24 don't necessarily have to wait that long. As the normal
25 flow goes, we'll reconvene.

1 UNIDENTIFIED MALE SPEAKER: Very good. We don't have
2 fixed times.

3 UNIDENTIFIED MALE SPEAKER: We do have lunch brought
4 in (unintelligible) so at some point when the workshop's
5 over, we can break for lunch. We can take time to eat
6 lunch or bring the lunch with and have our
7 (unintelligible).

8 CHAIR CURATALO: Okay. Great. Thank you.

9 UNIDENTIFIED MALE SPEAKER: So I'm going to stand so I
10 can see my witness.

11 CHAIR CURATALO: Good to see you (unintelligible).

12 UNIDENTIFIED MALE SPEAKER: There are -- there are
13 very few people that have been here as long as Mark
14 Wildermuth. And Mark is a repository -- I see you, Bob.

15 There are -- there are many, many things that
16 Mark knows. And in the recesses of his mind, as we can
17 say, he's forgotten more than most people will ever know
18 about this basin.

19 And so when I came here in January of 2000, Mark
20 was busy at work. And there was a process going on -- as
21 Peter's done a great job of table setting -- process going
22 on to do something which was an OBMP. And when it's my
23 turn to talk we'll have a little conversation about what
24 the definition of the OBMP was.

25 But at that time Mark -- there was a phase 1

1 report and -- and the world as we knew it in 2000 --
2 actually, going back to '98, really; right?

3 So it's back to '98, and there are -- there's
4 always a view in the Chino Basin and many places that
5 truth is dependent on perspective and there are many
6 different points of view that have to be accounted for,
7 but they're also facts which are objective and measurable
8 and are important.

9 And by the way, we've done this a few times over
10 22 years.

11 And -- and the question really is from a -- from
12 a physical standpoint, there's an acknowledgment in the
13 basin that things aren't going well. And certainly the
14 court doesn't think things at Watermaster are going well,
15 which we'll get into.

16 But what were the existing conditions in the
17 basin that were going to be addressed and important to be
18 addressed by an OBMP?

19 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

20 UNIDENTIFIED MALE SPEAKER: Good morning.

21 You know what? Can we bring Mark up to the table
22 or something because I don't think he's going to be able
23 to hear.

24 UNIDENTIFIED MALE SPEAKER: Mark --

25 (Cross-talk. Multiple Speakers.)

1 UNIDENTIFIED MALE SPEAKER: I'm the same. Let's get
2 him moved to a mic.

3 (Cross-talk. Multiple Speakers.)

4 UNIDENTIFIED MALE SPEAKER: The camera is there.

5 Mark --

6 (Cross-talk. Multiple Speakers.)

7 UNIDENTIFIED MALE SPEAKER: No, I'm going to move.

8 (Cross-talk. Multiple Speakers.)

9 UNIDENTIFIED MALE SPEAKER: I think for the people
10 that are virtual --

11 UNIDENTIFIED MALE SPEAKER: Yeah, good idea.

12 (Cross-talk. Multiple Speakers.)

13 UNIDENTIFIED MALE SPEAKER: Rather than -- you know,
14 it's not like he's behind a curtain, right,
15 (unintelligible).

16 (Cross-talk. Multiple Speakers.)

17 UNIDENTIFIED MALE SPEAKER: -- observation there's a
18 lot of people with different worries and concerns.

19 Certainly, water quality is first and foremost
20 from all kinds of sorts (unintelligible) basin.

21 There was a common belief that the recharge in
22 the basin was going down (unintelligible) channels were
23 being lined (unintelligible) and people (unintelligible)
24 irrigated. And with the recharge going down, people were
25 concerned (unintelligible) that's kind of a logical

1 conclusion.

2 Watermaster at the time --

3 UNIDENTIFIED MALE SPEAKER: And Mark, do you know the
4 cause of that, the cause of the recharge going down?

5 UNIDENTIFIED MALE SPEAKER: It was a change in
6 recharge. Recharge was going down.

7 UNIDENTIFIED MALE SPEAKER: Because of?

8 UNIDENTIFIED MALE SPEAKER: Land use conversion
9 (unintelligible) Watermaster at the time (unintelligible)
10 doing it where it made sense hydraulically, they were
11 doing it based on cost. It's far less expensive to
12 recharge in the (unintelligible) area (unintelligible)
13 than over in Montclair with water heavy pumping, Montclair
14 Basin (unintelligible) lot of heavy pumping.

15 So that led to some speculations on pumping
16 sustainability. Remember, Chino Hills had drilled some
17 deep wells (unintelligible) there. It was a
18 (unintelligible) recharge was (unintelligible). We had a
19 land subsidence challenge going on.

20 UNIDENTIFIED MALE SPEAKER: And so -- okay. We often
21 talk about land subsidence and difference between elastic
22 and deferential versus broad regional.

23 What kind of subsidence were you experiencing?

24 UNIDENTIFIED MALE SPEAKER: At the time we were not
25 sure, which means we had to investigate (unintelligible)

1 City of Chino it was (unintelligible).

2 UNIDENTIFIED MALE SPEAKER: Be clear, what kind of
3 problems are associated with subsidence? What happens?

4 UNIDENTIFIED MALE SPEAKER: Well, the obvious ones are
5 ruptures in ground (unintelligible) you lose capacity in
6 pipeline, you break pipelines, trouble with, you know,
7 roads, bridges and things of that sort (unintelligible).

8 UNIDENTIFIED MALE SPEAKER: Like a freeway?

9 UNIDENTIFIED MALE SPEAKER: Like a freeway.

10 UNIDENTIFIED MALE SPEAKER: So in my experience, I'm a
11 dinosaur, right, so a little bit here, but in my
12 experience we didn't have a lot of Watermasters being
13 interested in water quality; right?

14 Watermasters were typically set up for the
15 purposes of managing the production of water
16 (unintelligible) including water quality and quantity
17 considerations and were -- were there degradation of water
18 quality issues going on in the basin at that time?

19 UNIDENTIFIED MALE SPEAKER: There were serious
20 concerns about a degradation of water quality. The whole
21 lawsuit Peter brought up started with those lower basin
22 agencies having water quality problems. That's what
23 started everything. There's been a nitrate problem
24 (unintelligible) 50, 60 years. Mostly due to agg, in part
25 due to (unintelligible) water (unintelligible) water shed

1 (unintelligible).

2 UNIDENTIFIED MALE SPEAKER: (Unintelligible) what was
3 there was (unintelligible).

4 UNIDENTIFIED MALE SPEAKER: Yes.

5 UNIDENTIFIED MALE SPEAKER: Right?

6 And what about losses from storage, was that a
7 significant issue at the time?

8 UNIDENTIFIED MALE SPEAKER: Yeah. Thanks for bringing
9 that up. I forgot about that one.

10 (Unintelligible) I had the really good fortune of
11 Bud Carroll (phonetic) who was the engineer
12 (unintelligible) and he's the one who got me interested in
13 the losses in yield due to increase in storage. We call
14 those storage losses. So when you store water
15 (unintelligible) so you store ten, you don't get ten, you
16 might get (unintelligible).

17 Watermaster wasn't accounting for the losses
18 (unintelligible). And so if you go back and try to pull
19 that water out after some of it's been lost, you put the
20 basin in overdraft. And so there was concern in
21 development (unintelligible) we're not dealing with
22 overdraft. That's what the whole judgment
23 (unintelligible) overdraft (unintelligible).

24 UNIDENTIFIED MALE SPEAKER: Certainly not on a
25 one-for-one.

1 UNIDENTIFIED MALE SPEAKER: Not on a one --

2 UNIDENTIFIED MALE SPEAKER: Okay. So if it's true
3 that better decisions are driven by having sufficient data
4 and you need data to enable the Watermaster and the
5 parties to make the correct and durable decisions with --
6 to meet the challenge, what information was missing at the
7 time you were watching phase 1 and trying to decide what
8 to do about an OBMP?

9 UNIDENTIFIED MALE SPEAKER: Well, there was a great
10 deal of controversy. Some people (unintelligible) doing
11 what. There was no common base information in which
12 people could make decisions or agreement.

13 And so we created this concept called the State
14 of the Basin Report, and we produced the State of the
15 Basin Report based on facts. In order to respond to what
16 the concerns were, we needed to build a database. And
17 there was pockets of data (unintelligible) every once in a
18 while (unintelligible).

19 But to be able to respond to everybody's concerns
20 and issues (unintelligible) how to manage a basin, we need
21 to build a dataset. And what was missing from the dataset
22 was the information to develop a reliable understanding of
23 how the basin functions. Specifically, historical ground
24 levels and water quality level, historical ground level
25 data, (unintelligible) data and -- and this is -- be

1 careful how I say it, historical and projected groundwater
2 pumping, water supply plans, waste water plans, managed
3 aquifer recharge plan.

4 Until that time, nobody thought like that.
5 (Unintelligible) there was (unintelligible) not even
6 response to the '98 -- or '88 lawsuit, but it -- it didn't
7 go very far.

8 So we basically started -- everybody got
9 everybody's data and then we start building monitoring
10 plans. (Unintelligible) I like to say it like this: You
11 figure what you need to know to do something to manage a
12 basin, you look at what you got (unintelligible). That
13 was what we had to do.

14 UNIDENTIFIED MALE SPEAKER: So (unintelligible)
15 outreach with the parties and collecting data, and there's
16 an element of trust because (unintelligible) so that's
17 going on.

18 But Mark, you had a counterpart, right, that was
19 working with you from the court. Can you tell us a little
20 bit about who (unintelligible) was and what that
21 relationship was like?

22 UNIDENTIFIED MALE SPEAKER: Yeah. I -- when I first
23 met Joe, there was a little bit of trepidation. Joe is
24 a -- he's a very significant person in California water.
25 And the meetings --

1 UNIDENTIFIED MALE SPEAKER: What was his profession,
2 Mark?

3 UNIDENTIFIED MALE SPEAKER: He was a -- he had a
4 company called (unintelligible) Ph.D., he's an engineer.
5 And they were doing a ton of work in Central Valley. He's
6 really good.

7 He had a relationship, a long-time relationship
8 with (unintelligible) so he ended up working really close
9 with both of them. And it's not well-known, but he
10 definitely has a strong influence in the (unintelligible).

11 UNIDENTIFIED MALE SPEAKER: So Joe comes in. He's
12 part of the court-appointed team.

13 The interface with Mark as Watermaster's engineer
14 for purposes of making sure the OBMP is moving along and
15 that's is QA/QC; right? He's part of the peer review from
16 the court's perspective on what to do?

17 UNIDENTIFIED MALE SPEAKER: That's correct.

18 We didn't go very far without talking -- I
19 probably met with him a dozen times in the develop -- in
20 the actual drafting and development (unintelligible).

21 UNIDENTIFIED MALE SPEAKER: And in the -- in the move
22 from the -- trying to compile the phase 1 report and
23 moving toward the 2000 time frame, you're getting robust
24 involvement from Joe and cooperation from the parties
25 (unintelligible) which is new and groundbreaking.

1 UNIDENTIFIED MALE SPEAKER: We went from silo to
2 pretty much an open book (unintelligible) silo data.

3 UNIDENTIFIED MALE SPEAKER: Okay. Aside from just
4 offering data, what kind of involvement was there from the
5 parties to the judgment and what we call our stakeholders?
6 Were they involved in this process and how did you
7 interface with them?

8 UNIDENTIFIED MALE SPEAKER: Well, from virtually first
9 needing water (unintelligible) after the court order
10 (unintelligible) got involved with helping scope out what
11 the OBMP process would be (unintelligible).

12 Watermaster had a process that ran virtually
13 every two weeks, biweekly meetings. I know that ran at
14 least through August of 1999, so well ever a year now.

15 And what we did was we created this process where
16 we worked -- kind of like a bottoms-up process literally.
17 We -- we asked all the parties and all the stakeholders
18 (unintelligible) parties, we asked them their thoughts and
19 they provided them on the following (unintelligible) OBMP
20 (unintelligible) there's nothing (unintelligible) I used
21 to joke about it and say: Only a lawyer could create that
22 (unintelligible). You'd never get it out of
23 (unintelligible).

24 We asked everybody what their individual issues,
25 needs and wants were, and that was really (unintelligible)

1 that's where you (unintelligible) seeing the different
2 people's beliefs about, you know, the water quality
3 (unintelligible) or is it because of the variance of
4 just -- you know, it was really quite illuminating.

5 Back at that time (unintelligible) mission
6 statement and values, and that was quite interesting.
7 They came up with actual goals for the OBMP. For that
8 (unintelligible) literature, but we came back with the
9 parties and the parties agreed to all this stuff.

10 And one case, Ron Craig was there. He was here.
11 Ron Craig was a designated scribe representing Chino
12 Hills. He would go to the Board and (unintelligible) all
13 the, you know (unintelligible) --

14 UNIDENTIFIED MALE SPEAKER: Post-it.

15 UNIDENTIFIED MALE SPEAKER: -- Post-it, big Post-it
16 notes.

17 Yeah, so these meetings were long. It took a
18 long time to (unintelligible).

19 Couple other things: When we would come back
20 with State of the Basin information, we would make
21 presentations and there would be lots of questions.
22 People didn't always believe in the plan, and so we went
23 back and we kept looking at the evidence and proving the
24 State of the Basin.

25 As we got further into the process, the program

1 element scope came out. They were completely motivated by
2 goals, impediments to the goals. We got everyone to agree
3 (unintelligible) we got everyone to agree. Really,
4 everyone. We didn't have (unintelligible) of what the
5 steps required to remove those impediments. And that was
6 how the evolution of the program of elements came
7 (unintelligible) fairly bottoms-up approach.

8 UNIDENTIFIED MALE SPEAKER: You're a pretty
9 experienced guy. Are you (unintelligible) so in your
10 experience, you're there in '98.

11 Have you ever been involved in anything like this
12 before?

13 UNIDENTIFIED MALE SPEAKER: Never. Unprecedented.

14 UNIDENTIFIED MALE SPEAKER: (Unintelligible) and
15 pretty uncommon even now in your experience; right?

16 UNIDENTIFIED MALE SPEAKER: Yeah. I think they tried
17 a similar concept in a SGMA, but I've not heard of
18 anything (unintelligible) like this, this quickly with
19 this much focus. Biweekly (unintelligible) focus
20 (unintelligible).

21 UNIDENTIFIED MALE SPEAKER: (Unintelligible) ask
22 another question (unintelligible).

23 Are you aware of any basin out there right now,
24 SGMA or otherwise, that has expected (unintelligible)
25 management based upon --

1 UNIDENTIFIED MALE SPEAKER: Maybe Orange County, but
2 that's all I can think of.

3 UNIDENTIFIED MALE SPEAKER: Okay. Thank you.

4 Does anybody have any questions for Mark on how
5 the OBMP was put together?

6 Mr. Slater, can I ask you to stay standing.

7 UNIDENTIFIED MALE SPEAKER: I'm here (unintelligible).
8 I do have a question for Mark.

9 Just, you talked about the biweekly meetings. Do
10 (unintelligible) insistency in the participants and do you
11 have buy-in from a high level or when did that happen?

12 Does that make sense?

13 UNIDENTIFIED MALE SPEAKER: I do.

14 We were in a very big room (unintelligible).

15 UNIDENTIFIED MALE SPEAKER: It was -- (unintelligible)
16 people all the time.

17 UNIDENTIFIED MALE SPEAKER: I would say that initially
18 I thought I might have a little pushback. And then when
19 Richard Atwater got there, he was all over it. He got it
20 going.

21 UNIDENTIFIED MALE SPEAKER: So people (unintelligible)
22 with the appropriate people at the appropriate time --

23 UNIDENTIFIED MALE SPEAKER: Yeah.

24 UNIDENTIFIED MALE SPEAKER: -- at that time?

25 UNIDENTIFIED MALE SPEAKER: That's is my recollection.

1 UNIDENTIFIED MALE SPEAKER: Thank you.

2 UNIDENTIFIED MALE SPEAKER: I have a question.

3 UNIDENTIFIED MALE SPEAKER: Of course.

4 UNIDENTIFIED MALE SPEAKER: Why was this special
5 referee necessary? Why did the court feel like that was a
6 necessary player here?

7 UNIDENTIFIED MALE SPEAKER: I don't have an answer.

8 UNIDENTIFIED MALE SPEAKER: I think I'll answer that.

9 I think we -- we -- there's anecdotal information
10 and then there's what was announced by the judge in the
11 chamber; right?

12 And -- and I think that there was a genuine
13 dissatisfaction, bordering on outrage, by the judge that
14 that this was an incredible resource and that it was being
15 degraded and that it wasn't being managed properly for --
16 and again, perspective -- Mark laid out a number of
17 reasons, but perspective mattered.

18 So there was a commonly held view that it wasn't
19 being done right and -- and at one point the judge ordered
20 that we'll either sort of -- I'm sure we're going to be
21 talking about it in a second -- the judge ordered either
22 an OBMP by June of 2000 or he was sending the
23 responsibility to -- for Watermaster to the Department of
24 Water Resources.

25 UNIDENTIFIED MALE SPEAKER: And that would -- the way

1 I'd rationalize -- because I'd ask the same question today
2 in my own mind is: Isn't the Watermaster a special master
3 of the court? Why would the court need a special referee?

4 To me, it was a vote of no confidence by the
5 judge at the time. And (unintelligible) you have the
6 advisory committee saying: Judge, this isn't working.

7 And you had a Watermaster at the time that was,
8 perhaps, dominated by certain interests and was against
9 this sort of development.

10 And Mark just said the IEUA (unintelligible)
11 transition the bridge Atwater (unintelligible) regional
12 (unintelligible) was somewhat skeptical of an OBMP. And
13 to me, that's sort of a leftover mindset from the previous
14 Watermaster.

15 So the court looked to someone independent that
16 they could trust. And they picked Adam Schneider who's
17 very well known and Joe (unintelligible), also well-known,
18 said: I'm going to trust you guys, keep you there until
19 these people get their OBMP going. And then after that,
20 if I trust the Watermaster, I'll reappoint and then
21 perhaps don't need you.

22 That's my -- my thinking.

23 UNIDENTIFIED MALE SPEAKER: Yeah. I think you're
24 right, Peter. He did not trust the capabilities of the
25 current management of the basin, which was advisory, and

1 the actual Watermaster.

2 And you know, I -- I -- I can -- you know, look,
3 I parachute here in January of 2000. I go to my first --
4 I file my first set of papers on -- everybody knows this
5 story, I think. I told it before -- I filed my first set
6 of papers having interviewed the Watermaster. Then Chief
7 of Watermaster Services, Tracy Stewart, had to have a
8 brief conversation with Mark and there's a motion made to
9 fire me at -- at my first meeting. And -- and -- and --

10 UNIDENTIFIED MALE SPEAKER: Welcome aboard.

11 UNIDENTIFIED MALE SPEAKER: Yeah. I almost didn't
12 make it out of the first meeting.

13 UNIDENTIFIED MALE SPEAKER: Sounds like politics.

14 UNIDENTIFIED MALE SPEAKER: And it was because I
15 didn't appreciate the level of the circular complete
16 distrust about the various points of view and what -- and
17 who was controlling me and Watermaster. And it took a lot
18 to get -- to work through that.

19 UNIDENTIFIED MALE SPEAKER: Bob, you were on the Board
20 at the time (unintelligible) what -- what was your
21 recollection as to why (unintelligible) from a board
22 member's perspective?

23 UNIDENTIFIED MALE SPEAKER: For consistency's sake,
24 trust. It was just absolute mistrust.

25 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

1 UNIDENTIFIED MALE SPEAKER: Yeah, but we didn't have a
2 board then.

3 UNIDENTIFIED MALE SPEAKER: In terms of time --

4 (Cross-talk. Multiple Speakers.)

5 UNIDENTIFIED MALE SPEAKER: -- in the timeline.

6 (Cross-talk. Multiple Speakers.)

7 UNIDENTIFIED MALE SPEAKER: But timewise, we didn't
8 have a board when Scott --

9 UNIDENTIFIED MALE SPEAKER: The new board, the
10 nine-member board was in place. The nine-member board --

11 UNIDENTIFIED MALE SPEAKER: When you came in 2000 --

12 UNIDENTIFIED MALE SPEAKER: Yeah, it was one of the
13 first (unintelligible).

14 UNIDENTIFIED MALE SPEAKER: But in '98, after the
15 judge ruled that we needed to do specific things, there
16 was no board.

17 UNIDENTIFIED MALE SPEAKER: And so -- and so I take
18 that means a special referee came before the nine-member
19 board?

20 UNIDENTIFIED MALE SPEAKER: Yes.

21 UNIDENTIFIED MALE SPEAKER: I thought it was after.
22 Okay.

23 UNIDENTIFIED MALE SPEAKER: The special referee is to
24 sit -- let's be pragmatic. You're a judge. Think about
25 the -- the calendar that a judge typically has. So very

1 foreign to water. Very few judges do water adjudications
2 from -- in this capacity.

3 So we had an Ontario council member once who was
4 making a presentation and talking about how difficult it
5 was to be a Watermaster. He'd say: Can I please have a
6 vowel with regard to all these acronyms and names; right?

7 And -- and so difficult for the judge, so he got
8 help to be able to respond to what he was being told by
9 Watermaster.

10 UNIDENTIFIED MALE SPEAKER: And there was tremendous
11 resistance by the advisory committee in bringing on the
12 special referee and (unintelligible). I mean, I can
13 remember the arguments.

14 UNIDENTIFIED MALE SPEAKER: It's in the record. There
15 was a fight about -- many fights that are going on in that
16 time frame.

17 UNIDENTIFIED MALE SPEAKER: And there was a special
18 referee the judge relied on for opinion on what type of
19 Watermaster to appoint.

20 So that's the attachment to the 1998 order where
21 Adam Schneider laid out various options. The judge cited
22 various options and what (unintelligible).

23 UNIDENTIFIED MALE SPEAKER: If you think you got a lot
24 of e-mail from Watermaster because the nonsense that's
25 going on today, back then (unintelligible) was all hard

1 paper, and you get 15 boxes a day. It was horrible.

2 UNIDENTIFIED MALE SPEAKER: The Peace Agreement was
3 not inappropriately named.

4 UNIDENTIFIED MALE SPEAKER: I thought it should have
5 been the cease-fire agreement.

6 UNIDENTIFIED MALE SPEAKER: (Unintelligible) giggling.

7 UNIDENTIFIED MALE SPEAKER: So let's --

8 UNIDENTIFIED MALE SPEAKER: Hey, you know, could I
9 just say to Mark, thank you very much, and Scott, thank
10 you.

11 And you know, everyone has different experiences
12 all the way back to, you know, the beginning and -- and
13 where we've -- where we all parachute in.

14 This is very helpful to put things into sequence
15 and context. And the most important thing is it
16 emphasizes the work we're continuing today, you know, with
17 this history and how important it is and how complex it
18 can be.

19 UNIDENTIFIED MALE SPEAKER: Thank you.

20 UNIDENTIFIED MALE SPEAKER: And the Regional Board had
21 a tremendous amount of influence in what we were doing and
22 where we were going.

23 You know, I was trying to develop Eastvale at the
24 time. And we had 5,000 cows on the property, and they
25 were starting to influence Watermaster on the water

1 quality issues. And so, you know, it -- it was -- there
2 were multiple areas --

3 UNIDENTIFIED MALE SPEAKER: You had salts, you had
4 nitrates and you had Kaiser.

5 UNIDENTIFIED MALE SPEAKER: Yeah.

6 UNIDENTIFIED MALE SPEAKER: All at the same time.

7 UNIDENTIFIED MALE SPEAKER: Did you try to get the
8 cows voting rights at all?

9 UNIDENTIFIED MALE SPEAKER: I tried to bring a lot of
10 them into our advisory committee.

11 UNIDENTIFIED MALE SPEAKER: Yeah, there you go.

12 UNIDENTIFIED MALE SPEAKER: Only the (unintelligible).

13 UNIDENTIFIED MALE SPEAKER: Yeah.

14 UNIDENTIFIED MALE SPEAKER: So maybe this is a good
15 time to transition a little bit.

16 So what happened after the 1998 from an
17 institutional arrangement point of view?

18 So Mark described to us how the technical process
19 went (unintelligible) and what we thought would be helpful
20 would be to have Scott talk a little bit about what he
21 found.

22 So some of the questions for Scott -- and again,
23 there's room for notes in your notebooks and your
24 handout -- is: After 1998, Scott, tell us a little bit
25 about what was -- what was the process like to implement

1 the 1998 order?

2 UNIDENTIFIED MALE SPEAKER: Okay. So -- so I show up
3 in -- I'm interviewed in December of 1999 and hired in
4 January. And -- and so my experience is I've -- I'm
5 coming from -- some of you know the Six Basins
6 Adjudication, right, which was over in the Three Valleys
7 area. And that was a really cool thing because that was
8 done consensually and we did it in record time.

9 We basically moved from start to finish in that
10 adjudication in about six months through a bottoms-up
11 process.

12 Same thing, I was fresh from was the Colorado
13 River. And if you know how contentious the Colorado River
14 is -- so I showed up with a few arrows and survived. And
15 I walk into the Chino and I'm thinking: Okay. This --
16 this can't be -- it can't be as -- honestly, the
17 reputation of the Chino Basin at that moment in time was
18 horrific; that -- that there was shouting, the Board --
19 you know, complete absence of decorum at the board
20 meetings, name calling, very difficult conversations going
21 on in the parking lot after meetings.

22 And so when -- when what was going on at the time
23 was Mark -- Mark and Joe and the stakeholders are trying
24 to work on data vision, data vision, what a better future
25 might look like. The principals and their lawyers were

1 worried about control, decision making, allocation of
2 cost, who was going to pay and what proportion and a deep
3 concern that some projects on -- on the list or some of
4 the dreams or aspirations of some of the stakeholders were
5 going to move and others were not, and that political
6 infighting and posturing would prevent certain parties
7 from getting what they want.

8 So what was the consequence? I will file a
9 motion. I will come to Watermaster and I'm in the blocker
10 mode. I'm going to block, block, block.

11 Okay. So there's a -- Mark, in the effort, is
12 trying to do the phase 1 report, try to put that together.
13 And so I explain to you the circumstance of my first
14 meeting, prepared the status report to the court. All
15 hell breaks loose, and then I thought -- and then I
16 observed a couple of the technical sessions. And having
17 done a few negotiations in my life, you could see that --
18 the politicalization of those discussions so that nothing
19 was going to happen because people were going to block it
20 and the -- and there wasn't really exchange going on.
21 People were all in block mode and maneuvering.

22 And so I asked for a meeting, which brought
23 together initially engineering types and lawyers and said:
24 Can we go quiet and can we agree to stop filing motions to
25 allow us a period of time to work towards this June date

1 because, otherwise, we're going to lose this
2 (unintelligible).

3 UNIDENTIFIED MALE SPEAKER: And the June date was the
4 court's expectation?

5 UNIDENTIFIED MALE SPEAKER: Yes. So the court had set
6 June 1, 2000, an order to show cause why we had not
7 completed the OBMP. And if not, then why should not be --
8 Watermaster should not be sent to the -- responsibility
9 sent to DWR.

10 UNIDENTIFIED MALE SPEAKER: I'm sorry. Scott, you
11 started when?

12 UNIDENTIFIED MALE SPEAKER: In January.

13 UNIDENTIFIED MALE SPEAKER: Of?

14 UNIDENTIFIED MALE SPEAKER: 2000.

15 So we -- so the -- the -- the -- Mark said
16 this -- you know, the process to implement the '98
17 order -- the order called for an OBMP, and there was the
18 phase 1 report. And nobody was prepared to implement the
19 phase 1 report for reasons having to do with
20 responsibility, time and cost, sequence and decision
21 making. Nobody was prepared to do that, and the price tag
22 could have been 3 or 400 million had you tried to do
23 everything in that phase 1 report.

24 So we -- we -- in the background for all of this
25 is as well as there is an environmental review process

1 that had been begun by IEUA on a programmatic basis with
2 some prospect of having project level environmental
3 review.

4 And I'm not expecting everybody here to get the
5 nuances of CEQA, but a programmatic is -- is not an
6 approval of a specific project at a level that would allow
7 implementation. It's more a high level and used to enable
8 thought process and integrating actions.

9 So the belief was at that time that a
10 programmatic to account for all of this fighting,
11 positioning, if you will, about various projects be housed
12 somewhere consistent with Mark's -- you know, who's going
13 to accommodate us. People are going to have the same data
14 and then you're going to branch off of that. But Peter,
15 there was no clue about how you were going to move
16 forward. That was the environment.

17 So no plan on how to how to finish in 2000. And
18 so we knew we had to do something and no plan.

19 UNIDENTIFIED MALE SPEAKER: So you're marching toward
20 this June 1 date. You have -- Mark's doing his work with
21 all the parties, gathering the data, identifying issues
22 needs and wants, obstacles to get there and then ways,
23 projects to remove those obstacles to allow basin
24 management to go forward.

25 But you got the managers and their attorneys

1 fighting, wondering about control and wondering about
2 costs and what projects go and don't go. You've had a
3 programmatic CEQA started.

4 So then how do you move from the phase 1 report
5 forward to any kind of a (unintelligible)?

6 UNIDENTIFIED MALE SPEAKER: Okay. So I don't believe
7 in zero sum negotiation. I reject it. Completely reject
8 it.

9 And -- and the notion of having to take an
10 allocated responsibility and apportion it is -- a judge
11 once told me, he said -- Judge McMann, I'll give him the
12 credit -- he said all we're talking about here is the
13 misery index, and it's so true.

14 If all you're talking about is apportioning pain
15 and responsibility, there's very little enthusiasm for
16 people wanting to do something; right?

17 So we wanted to shift from that and talk about
18 how to assign parties' interests and make them winners
19 together and then shared losers, and so that everybody
20 would benefit on the upside and that everybody would have
21 some sharing and pain on the downside.

22 So that was a philosophy and we began -- we began
23 with that philosophy, Peter, in trying to encourage people
24 to -- to talk about the assurances that they would need in
25 order to enable -- to stop the fighting, to stop the

1 letter writing, to stop the motion filing and agree on
2 some suite of things that they wanted to do and what
3 predicates or what prerequisites would be necessary for
4 them in order to allow somebody else to go forward.

5 So there was a strong desire on the part of Monte
6 Vista Water District to have wet water replenishment, for
7 example -- as an example -- in zone 1; right? They wanted
8 that. They were desperate for that. It was a critical
9 issue and -- and this was a negotiated item.

10 So in order for that to happen, in order for the
11 parties, generally, to assume the expense for west -- the
12 wet water recharge, assuming everybody believed it was the
13 right thing to do, what were the concurrent assurances
14 that had to happen at the same time?

15 And that's a discussion that -- that emerged is:
16 How could we build a better mousetrap and benefit not
17 everything because under no circumstances were the parties
18 ever willing to -- to fund all of the things in the vision
19 quest, which was the OBMP.

20 Was that responsive?

21 UNIDENTIFIED MALE SPEAKER: Yes.

22 So sounds to me like you got everyone around to
23 say: What do you each want? So we'll get away from this,
24 get to make everybody a winner, and then we'll figure out
25 what the cost is and how do we allocate it.

1 UNIDENTIFIED MALE SPEAKER: Yeah, cost and allocation.
2 And there had to be an appropriate quid pro quo; right?
3 You couldn't get ten and somebody else get one. The
4 relativity; right? So you're looking at all of it as a
5 package.

6 UNIDENTIFIED MALE SPEAKER: So then comes the
7 development of the Implementation Plan, which
8 is everybody's wants.

9 UNIDENTIFIED MALE SPEAKER: Well, I would say the
10 first thing that happened was what were the assurances,
11 which is what you see, the cross-assurances. People look
12 at the Peace Agreement.

13 If you go to any other basin or any -- or you're
14 working with a public agency and you go through a process
15 of getting something on the agenda, and you're trying to
16 do a water transfer in some places, that's a year
17 proposition. It's a six months, it's a nine months. Some
18 places it's easy, it's on consent agenda.

19 But the idea here was can you put it on an
20 accelerated path so it could be effectively on a consent
21 agenda, but that people would have certain assurances and
22 if they have those assurances, it could sail through.

23 So the -- an agenda, which could be many, many
24 pages long, requiring individual discrete decisions were
25 handled more -- more or less programmatical. And that's

1 what the Peace Agreement did, which it said: I won't
2 contest if you're in this cubbyhole. If you go in through
3 this cubbyhole, you're entitled to an expedited approval.
4 And -- and that is -- was the first thing.

5 And then we appended to that the projects that
6 could be implemented within that framework. And the Peace
7 Agreement accommodated each one of those projects and
8 said: These are the rules.

9 UNIDENTIFIED MALE SPEAKER: So long as there's no
10 material --

11 UNIDENTIFIED MALE SPEAKER: The standard, right. The
12 standard. But there are some presumptions; right?

13 So Jeff's referencing -- if you read the -- if
14 you read a lot of the SGMA stuff, it talks about
15 undesirable results. And they refer to things like land
16 subsidence and water quality degradation and et cetera.
17 In our -- in our language, "in lieu thereof" is material
18 physical (unintelligible).

19 UNIDENTIFIED MALE SPEAKER: So what -- what does that
20 physically look like when you have the drafting of the
21 Peace Agreement, the drafting of the assurances and
22 responsibilities?

23 UNIDENTIFIED MALE SPEAKER: It was to be sure -- and
24 I'm -- and I'm telling you, I did the Colorado River,
25 right, so -- but they were kind of approximate. I mean,

1 equal. And -- and we would do round-the-clock sessions.
2 We would start -- we would meet at least every other
3 two -- every other week, but it began -- because you had
4 drafting and exercise to do in between. We'd be using
5 shuttle diplomacy, we'd have these meetings. We would be
6 drafting all of the time, meeting regularly. And then as
7 we got closer to the May time frame, we were meeting every
8 day and sometimes until the wee hours in the morning.

9 We closed on the term sheet at about 3 a.m. and
10 that was the breakthrough. So we got to a term sheet.
11 From there, we were able to finish.

12 UNIDENTIFIED MALE SPEAKER: That was about five months
13 after you started and about a month before you were due to
14 court.

15 UNIDENTIFIED MALE SPEAKER: Yeah. We finished with
16 the term sheet, I believe, first week in May of 2000. And
17 then from -- think about that, from May 2000 to first week
18 in June, we completed that document.

19 UNIDENTIFIED MALE SPEAKER: And then it got filed in
20 court?

21 UNIDENTIFIED MALE SPEAKER: Right.

22 And -- and remember here, so Watermaster is
23 working with all of the parties, and we needed -- with
24 respect, court's scrutinizing -- scrutinizing us; right?
25 Lack of trust about what we're doing, so we wanted to

1 present a unified front, so we had to have a unification
2 in order to succeed.

3 And in some degree, the court was our adversary
4 because the court was looking at: I want, for example --
5 this is a -- one of the really great examples -- the court
6 wanted 40,000 acre-feet of the desalting capacity in June.
7 They wanted a commitment to 40,000 acre-feet of desalting
8 capacity. And there were no way, shape or form were the
9 parties able to afford that. They wanted recharge. They
10 wanted -- you know, the court wanted a commitment, but
11 there was not the financing vehicle to do that.

12 And -- and so what we did instead was if you read
13 the definition of the resolution that -- in the Peace
14 Agreement, it talks about adoption not of the entire phase
15 1 report, but of the goals; right? The goals of the phase
16 1 report.

17 No party, none, was ever willing to accept the
18 entirety of the phase 1 report as something we're going to
19 march on. So we crafted -- you know, Mark laid the
20 foundation for this -- we crafted our own definition.

21 We said it was going to be the goal of the phase
22 1 report and the Implementation Plan. Why? Because
23 that's all that the parties were willing to do. That's
24 Watermaster's definition of what the OBMP is. And that
25 was to convince to the court -- we had to argue to the

1 court that that was enough: Trust us, we're -- we're
2 going to do a lot here, which it was, and then we're going
3 to -- we'll make more progress. There was something
4 called future desalters.

5 UNIDENTIFIED MALE SPEAKER: So the court is getting
6 advice at this point from Adam Schneider and --

7 UNIDENTIFIED MALE SPEAKER: Yes.

8 UNIDENTIFIED MALE SPEAKER: And they're looking at
9 what's happening here and saying: We want more than
10 they're willing to do?

11 UNIDENTIFIED MALE SPEAKER: They're pressing us.

12 UNIDENTIFIED MALE SPEAKER: So you get this
13 Implementation Plan with these program elements as sort
14 of -- not everybody, but that's all that everybody's
15 willing to commit to. And then you get the Peace
16 Agreement of everybody agreeing, committing to funding,
17 assurances and so forth.

18 UNIDENTIFIED MALE SPEAKER: So --

19 UNIDENTIFIED MALE SPEAKER: But there were -- beyond
20 that, weren't there specific elements that we had to
21 address over time?

22 UNIDENTIFIED MALE SPEAKER: Yes. We chose -- we chose
23 to explain how we were going to do things over time
24 with -- right. So there were commitments, but they
25 weren't -- best example, I'll, again, give you is, you

1 know, Bloomquist says it's adaptive management. So there
2 are parameters and Mark and the parties went to work,
3 right.

4 So how are we going to -- how are we going to
5 best implement this?

6 We committed to a certain level of desalting, and
7 then we liberated the second level in 2007 when you get
8 the idea of combining basin reop, hydraulic control and --
9 and let's -- there's an element of water that helps
10 underwrite that, of course; right?

11 UNIDENTIFIED MALE SPEAKER: Yeah.

12 UNIDENTIFIED MALE SPEAKER: So -- so while this is
13 going on, Scott, you got the OBMP, Implementation Plan
14 (unintelligible) the Peace Agreement. CEQA had already
15 begun, programmatic level.

16 UNIDENTIFIED MALE SPEAKER: CEQA had begun at a
17 programmatic level and with the hope that we were going to
18 be able to -- we would be successful and drop in
19 individual project level environmental. You can't build a
20 project without a project description and project level
21 environmental review.

22 From when Dotson (phonetic) starts it in 2000 --
23 in January of 2000, it gets -- they ultimately drop in
24 this Implementation Plan.

25 UNIDENTIFIED MALE SPEAKER: So it starts as a

1 programmatic (unintelligible) and then as specific
2 projects get identified, they get added in to the final
3 CEQA (unintelligible).

4 UNIDENTIFIED MALE SPEAKER: So the first draft of the
5 environmental is published. We -- the Peace Agreement and
6 our commitment to the OBMP was dependent on certification
7 of that programmatic environmental impact report. That
8 was an express condition precedent.

9 UNIDENTIFIED MALE SPEAKER: When was the first draft
10 of the CEQA?

11 UNIDENTIFIED MALE SPEAKER: Draft, I think was -- it
12 was definitely in May. Comments were still coming in
13 after we had been to court.

14 So how the court responded to this is: Okay.
15 I'm not going to give you final approval until I see the
16 certified EIR for all of this. And then I think that
17 happened in late August/September of 2000.

18 UNIDENTIFIED MALE SPEAKER: So then after that, you
19 had things like rules and regulations, revised rules and
20 regulation, so on.

21 But at that point, at the end of the day, the
22 court ordered the Implementation Plan to go forward. The
23 court approved the Peace Agreement and all the obligations
24 that are in there, including obligations for Watermaster?

25 UNIDENTIFIED MALE SPEAKER: Yeah. I think all the

1 parties know this, Watermaster certainly knows this:
2 Watermaster is not a signatory to the Peace Agreement.
3 It's ordered to comply with it.

4 The parties -- this is a key thing -- the parties
5 make covenants with each other. They make covenants with
6 each other which provides their assurance that people
7 aren't going to jump out of the box, for example, and
8 protest something or do something to challenge an element
9 that's fundamental to the deal.

10 So Three Valley has a commitment with Pomona.
11 The agg pool has a commitment with the non agg. All --
12 everybody who signs makes those cross-commitments.

13 Watermaster is implementing because the court
14 ordered Watermaster to implement. And the parties did not
15 want Watermaster to be party to the Peace Agreement. That
16 was a conscious decision, and the court wanted Watermaster
17 to be independent of that contractual relationship.

18 So the duty of Watermaster is to the court
19 pursuant to the court order.

20 UNIDENTIFIED MALE SPEAKER: And so that brings us to
21 the point where we now have Peace Agreement by the
22 parties, we have OBMP Implementation Plan for Watermaster
23 to (unintelligible).

24 And before we start describing the program
25 elements of OBMP, their implementation and outcome, I'd

1 like to take a moment, see if anybody has any questions
2 about that, what must have been challenging, to say the
3 least -- between '98 and 2000, June 2000, must have been a
4 very interesting time (unintelligible).

5 UNIDENTIFIED MALE SPEAKER: It was. It was.

6 I'll tell you what, you know, you -- your -- you
7 remember your experiences by people who were there; right?
8 And we had some very strong, strong personalities. When
9 you think about who was there; Gene Coopman (phonetic);
10 right?

11 UNIDENTIFIED MALE SPEAKER: Tom Shoenberger
12 (phonetic), Teal (phonetic).

13 UNIDENTIFIED MALE SPEAKER: Just lots of really
14 forward-thinking good people, but also who could have
15 volcanic moments.

16 UNIDENTIFIED MALE SPEAKER: There were many.

17 UNIDENTIFIED MALE SPEAKER: I won't use any names, but
18 I -- I -- we're in a conference room, very long conference
19 room over at Best, Best & Krieger's offices in Ontario,
20 and I walk out of the room to take a -- you know, we're
21 doing shuttle diplomacy to try to get to the close. And I
22 walk back in the room and there is one person who is
23 standing on a chair, standing on a chair in the conference
24 room, screaming at a general manager, screaming at the top
25 of her lungs with F bombs. And I'm thinking: We're not

1 going to make it. We're not going to make it.

2 And -- and I had an associate who -- who had been
3 hired, parachuted in along with me to help me work on
4 this, he had never seen anything like this. His face was
5 ashen like: Oh, my God. Okay.

6 UNIDENTIFIED MALE SPEAKER: Was that in the back room,
7 way in the back at Ontario?

8 UNIDENTIFIED MALE SPEAKER: Yeah. Yeah.

9 UNIDENTIFIED MALE SPEAKER: So we talked about the --
10 we've talked about the --

11 UNIDENTIFIED MALE SPEAKER: I do have one other
12 question for Scott.

13 UNIDENTIFIED MALE SPEAKER: Yeah. I was going to say,
14 let's take any more questions about the process that
15 brought us so far and then people can take a quick
16 firebreak. As you know, we have one rest room, so no
17 point in letting everybody all off all at once.

18 But go ahead and let's transition -- from that,
19 we're going to transition into the OBMP goals and
20 implementation and resolve, but (unintelligible).

21 UNIDENTIFIED MALE SPEAKER: The first project level
22 EIR underneath the program level, was that the Jurupa
23 initial desalter?

24 UNIDENTIFIED MALE SPEAKER: Well, my recollection is
25 that the initial desalter, Mark, was already underway,

1 yeah.

2 UNIDENTIFIED MALE SPEAKER: It was.

3 UNIDENTIFIED MALE SPEAKER: And we had to -- and so
4 the assurances had to sweep that up; right? So it was a
5 pre- -- preexisting project and -- and the arrangement for
6 that had to be swept up.

7 But if you guys go back and you read the Peace
8 Agreement, you'll see all of the details about -- we could
9 put in there about the desalters, realizing there was so
10 much that we didn't know.

11 My recollection is that the first thing of
12 materiality that we did was the Met Drier Year deal in
13 2002.

14 UNIDENTIFIED MALE SPEAKER: Wasn't that about 2007
15 (unintelligible) no?

16 UNIDENTIFIED MALE SPEAKER: I think it was right after
17 2002. Yeah, I think it was right after.

18 UNIDENTIFIED MALE SPEAKER: Okay. So it's a 25-year
19 term?

20 UNIDENTIFIED MALE SPEAKER: Yeah, that water -- that
21 was a big.

22 UNIDENTIFIED MALE SPEAKER: What was going on then,
23 Scott, was, like we are now, everybody's heard the Bureau
24 of Reclamation is clawing back up to 4 million acre-feet
25 off the Colorado River, right, so California was then

1 stuck with a letter from the Secretary of Interior saying:
2 You didn't meet your deadline so we're curtailing that,
3 and there was this: Okay. We're going to need -- right?
4 Remember that? Right? Secretary of Interior said:
5 You're screwed. We're going to curtail you.

6 And so we were scrambling for projects, and that
7 came to the top of the list, and there was a lot of
8 pressure to get that done.

9 UNIDENTIFIED MALE SPEAKER: So one question on
10 desalters: So the first one was already built. That was
11 (unintelligible). And around 2000, was there already the
12 goal -- before this effort we're talking about, was there
13 already the goal of 40,000 acre-feet?

14 UNIDENTIFIED MALE SPEAKER: 40 MGD came from the --

15 UNIDENTIFIED MALE SPEAKER: (Unintelligible) thousand
16 came from (unintelligible) --

17 UNIDENTIFIED MALE SPEAKER: Okay.

18 UNIDENTIFIED MALE SPEAKER: -- to offset the
19 production of (unintelligible) large portion
20 (unintelligible) --

21 UNIDENTIFIED MALE SPEAKER: A twofer, Scott.

22 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

23 UNIDENTIFIED MALE SPEAKER: So yeah. And I'm kind of
24 trying to understand, was the first phase driven by
25 something else or --

1 UNIDENTIFIED MALE SPEAKER: The first --

2 UNIDENTIFIED MALE SPEAKER: -- the 40,000 came after,
3 something else maybe drove the --

4 UNIDENTIFIED MALE SPEAKER: You had the court saying
5 40,000. It was down payment; right? So it was go. And
6 yet there was still grumpiness.

7 And so that was moving through SAWPA, and there
8 was a lot of concern about that project being owned by
9 SAWPA. And there was -- in fact, it's in the -- in the
10 Peace Agreement, envisioning the transition, which Ontario
11 led, was -- was moving it off of SAWPA and into the
12 formation of the CBA.

13 UNIDENTIFIED MALE SPEAKER: You know, the first
14 desalter was a result of the Corona Farms Eastvale
15 development. We had negotiated with Jurupa to provide
16 services. We were negotiating with Western to build a
17 plant down at the south end, and we needed to get
18 approvals to be able to entitle and develop on the Corona
19 farm -- on the entire Eastvale specific plan area.

20 And it took a combination of Watermaster to be
21 able to say we had the water and the Regional Board, as I
22 remember, to release, you know, that property to be
23 developed from AGWA. And it was a ten-year process
24 because we bought ourselves out of the Williamson Act over
25 ten years.

1 UNIDENTIFIED MALE SPEAKER: And Jeff, the Kaiser water
2 is part of that too, right, that preceded that?

3 UNIDENTIFIED MALE SPEAKER: Yeah. Kaiser preceded it.

4 UNIDENTIFIED MALE SPEAKER: And the rest of the
5 court-approved overdraft came after that, right, with
6 respect to piece 1.

7 UNIDENTIFIED MALE SPEAKER: The court approved the --
8 court approved the overdraft, to be -- to be fair. We
9 told the court it wasn't overdraft, and we argued about it
10 because we -- we said we were taking what was called a
11 temporary surpluse because we were trying to achieve
12 optimum basin management. And -- and the court disagreed
13 and said we had to declare it as overdraft, but that's the
14 hydraulic control water, the basin reop water, which then
15 provides -- it was -- it was completely technically sound,
16 but there was an obvious economic benefit, an obvious
17 economic benefit which --

18 UNIDENTIFIED MALE SPEAKER: And that was 2007
19 (unintelligible) the Peace II Agreement?

20 UNIDENTIFIED MALE SPEAKER: Yeah.

21 UNIDENTIFIED MALE SPEAKER: In between the Peace II
22 Agreement, you had 2004 basin plan (unintelligible) which
23 said max benefit, you're willing to commit to X, Y and Z
24 same (unintelligible).

25 UNIDENTIFIED MALE SPEAKER: One of the adaptive

1 management features is in 2000 -- although, it was in his
2 brain, right -- he had -- he had thought about basin reop.
3 But if you read the Peace Agreement, there was something
4 called "salt credit" that was thought about as a cap and
5 trade commodity that was going to be available to the
6 parties in light of what was expected to be future
7 Regional Board operations. But then Mark came up with max
8 benefit, and Watermaster implemented that.

9 UNIDENTIFIED MALE SPEAKER: And for anyone that's
10 not -- max benefit and reop sounds a little foreign, it's
11 not very familiar. We'll talk about that as we go forward
12 (unintelligible) so you can all (unintelligible).

13 UNIDENTIFIED MALE SPEAKER: Perfect.

14 UNIDENTIFIED MALE SPEAKER: If there are no more
15 questions for Mark and for Scott on the process in
16 developing the OBMP, the Implementation Plan and Peace
17 Agreement, we're going to move forward with the 2000 OBMP
18 goals and what's in it and how it's been implemented.

19 Again, perhaps we can take a five-minute break or
20 we can just let people take a break on their own.

21 Any preference?

22 UNIDENTIFIED MALE SPEAKER: Can we just do five-minute
23 break?

24 Good with that, Chair?

25 UNIDENTIFIED MALE SPEAKER: I'll declare --

1 UNIDENTIFIED MALE SPEAKER: Five-minute break.

2 (Recess taken.)

3 UNIDENTIFIED MALE SPEAKER: Scott, I remember a few
4 years ago when I was applying for the job here, I read the
5 history of Watermaster (unintelligible) in '98, and there
6 was Peace Agreement in 2000, and then it was implemented.
7 So it was just that simple --

8

9 (Cross-talk. Multiple Speakers.)

10 UNIDENTIFIED MALE SPEAKER: Except for all the detail.

11 So we're going to get rolling, and we'll pick up
12 everybody else as they come in.

13 Next, we're -- what we're hoping to be able to
14 convey to everybody is a sense of what all got into that
15 OBMP Implementation Plan that everybody agreed to, with
16 the assurances and the Peace Agreement.

17 For that, I'm going to hand it off to Edgar.

18 UNIDENTIFIED MALE SPEAKER: (Unintelligible) so you
19 heard from Mike, from Scott, from Peter that in
20 production, which is also the chapter 1 of the OBMP phase
21 1 report.

22 You heard from Mark the development of the State
23 of the Basin Report which, by the way, is still being
24 produced to this date every other year. This is our
25 latest one. We're getting one produced this year. You

1 can look at it when you have the time. It's all available
2 online too. It's a complete picture of what's going on in
3 the basin every two years. Water quality, water levels,
4 groundwater movement and everything that goes into the
5 management of the basin.

6 Chapter 3 of the phase 1 report -- oh, sorry,
7 chapter 3 of the phase 1 report is the OBMP goals. Four
8 goals listed here on the screen:

9 (As read) Enhanced basin water supplies,
10 protecting water quality, enhancement of the
11 basin and, of course, equitably finance the OBMP.

12 These goals guided the creation of the
13 Implementation Plan which has nine program elements, all
14 of them described in these -- in these slides.

15 So we're going to go through all of the plan
16 program elements. You don't have to read all of them at
17 once, not in order because some of them have relationship
18 with some other program elements. Some of them are the
19 support. Like program element 1 which is the monitoring
20 program, it's the support for all the implementation of
21 the other program elements.

22 So we're going to take program element 1 at the
23 end, and we're going to start with the first program
24 element with the comprehensive description which is:
25 Develop and implement a comprehensive recharge program.

1 And we have Justin McKenna (phonetic) our
2 recharge coordinator in-house who is going to talk about
3 that.

4 MR. MCKENNA: Good morning, Board Members.

5 UNIDENTIFIED MALE SPEAKER: Good morning.

6 (Unintelligible discussion.)

7 MR. MCKENNA: So program element 2 was dealing with
8 two challenges that the basin was facing at the time.
9 Again, this is the rapid urbanization to growth that we
10 were experiencing, and the flood channel linings that were
11 concreted.

12 So in other words, a lot of the land that
13 (unintelligible) storm water and recharge, the basin
14 naturally was now being covered by concrete and that
15 recharge was going away.

16 And secondly, it is our responsibility as
17 Watermaster to replenish the basin so water that is being
18 produced must be replenished, but you need the space to be
19 able to put that water (unintelligible) recharge and that
20 was also kind of lacking.

21 So now in order to address those issues, program
22 element 2 called for a Recharge Master Plan. And thus
23 far, we've had three Recharge Master Plans completed with
24 another one coming next year.

25 Through the Recharge Master Plan, we've had a lot

1 of success in partnership with Flood Control, IEUA and the
2 Conservation District. We've had improvements to 20
3 existing and recharge facilities. There will be some more
4 divisional improvement to be completed by 2022, maybe
5 2023, extended by COVID.

6 And cumulatively, a storm water recharge with the
7 improvements equaled about 175,000 acre-feet and imported
8 water recharge about 205,000 acre-feet.

9 So focusing on the 2013 Recharge Master Plan,
10 which was very project-heavy, these are projects that
11 have -- some of them have completed and some are still in
12 construction. But just to kind of orient you guys to
13 everything, the Montclair Basin, you go to the
14 Conservation District, you'll see those on the left side
15 of the screen.

16 The 210, if you're driving towards Vegas or going
17 up the 15, you look to the right, you'll probably see the
18 lower (unintelligible) basin. As you're going up the 15
19 to the left, you'll see (unintelligible) basin. So kind
20 of visually, those are the basins that we're working on.
21 If you go a little far down south, you're going up the 15
22 and to the right, you'll see Wingfield Basin. And then
23 you can see the airport there right above with the label
24 of "City of Chino."

25 So all these projects are in the northern part of

1 the basin where recharge takes place since the water tends
2 to flow down south.

3 I like this graphic because it really kind of
4 shows the results of the -- of the projects and the
5 management that's been happening since 2000.

6 So in the blue from 1978 to the early 2000s,
7 that's the unmanaged storm water return. So every time
8 that it rains, the amount of storm water that would
9 actually naturally just kind of go to the basin -- and as
10 you can see because of, again, the limitation, that number
11 kept reducing.

12 And then once the project started going online,
13 it kind of made up that difference or that loss, and
14 that's represented in the orange bars over there. And
15 then it's actually kind of (unintelligible) exceed it
16 overall on average. So like 2022, when the 2013
17 project --

18 So we're mitigating, again, that -- that -- that
19 storm loss, storm water recharge loss.

20 UNIDENTIFIED MALE SPEAKER: Go back to that chart.

21 This chart is what -- spending a moment on and
22 dwelling on -- it really shows the success of the parties
23 working together, putting together projects.

24 There are two batches of projects. The first
25 ones were the Chino Basin Facilities Improvement Program,

1 CBFIP. And the parties borrowed money for that and they
2 still have debt service on that. And those were built in
3 the 2000s.

4 And since then came the 2013 (unintelligible)
5 Recharge Master Plan Update that Justin mentioned, and you
6 had projects that were agreed to and are in construction
7 right now.

8 And the results are really pretty phenomenal. If
9 you look at -- if you look at what was estimated as storm
10 water recharge in blue, not only being low, but also going
11 away over time because of the lining of the channels, you
12 then -- you compare that to we now have dedicated
13 facilities and the management in place, a four-party
14 agreement between -- that IEUA spearheaded between the
15 IEUA, Flood Control District, Conservation District and
16 Watermaster, and you have managed -- actively managed
17 recharge of storm water (unintelligible) see the results
18 being for the benefit of the region.

19 This is a chart showing success of management.
20 We thought it was important enough to add it to your
21 workbook as something that you can refer to.

22 UNIDENTIFIED MALE SPEAKER: (Unintelligible) you know,
23 with the orange and our recapture of that storm water, how
24 does that relate to the urbanization that's taking place
25 and the loss of the natural recharge from building homes?

1 I mean, how does that balance?

2 UNIDENTIFIED MALE SPEAKER: I would -- well, Mark will
3 give you too-detailed an answer, we don't have time.

4 But I would tell you that the deep infiltration
5 of the (unintelligible) water has gone down as a result of
6 an urbanization across the basin more than that.

7 UNIDENTIFIED MALE SPEAKER: Okay.

8 UNIDENTIFIED MALE SPEAKER: But this helps capture and
9 make up more than we've lost in this component
10 (unintelligible).

11 UNIDENTIFIED MALE SPEAKER: Okay.

12 UNIDENTIFIED MALE SPEAKER: Yeah. You can kind of see
13 that in the (unintelligible).

14 UNIDENTIFIED MALE SPEAKER: Yeah. But you can see the
15 (unintelligible) going down, but they would have gone down
16 a lot more --

17 UNIDENTIFIED MALE SPEAKER: A lot more.

18 UNIDENTIFIED MALE SPEAKER: -- if you didn't have
19 them.

20 UNIDENTIFIED MALE SPEAKER: Thank you.

21 So the next slide: Benefits of (unintelligible)
22 program element (unintelligible) as part of the OBMP.

23 Well, when you start developing projects
24 conceptually, it also means that we can apply for grants
25 in the State. So that's something that our project

1 manager IEUA does for us.

2 And thus far, since we started projects, grants
3 have covered about 50 -- 50 percent of the cost, 81
4 million. So in addition, another 20 percent with low
5 interest loans, and then 30 percent was direct pay for
6 this project. So making everything a lot more affordable
7 (unintelligible).

8 This is kind of a (unintelligible) slide. So
9 what is Watermaster staff responsibility and
10 contributions?

11 Watermaster, we do the accounting for -- in
12 partnership with IEUA (unintelligible) recharge
13 coordinator. And we are also in charge of replenishment.
14 So what's produced out of the basin and anything
15 overproduced, it's our responsibility to (unintelligible)
16 and order replenishment water and put it in where it needs
17 to go.

18 And we are also responsible for developing and
19 implementing a recharge master plan, which is a multiyear
20 effort. It takes a lot of cooperation with
21 (unintelligible) or (unintelligible) with IEUA, with all
22 the parties, a lot of input goes into it.

23 The parties' contributions along the Watermaster
24 process, they usually provide advice and assistance and
25 ongoing oversight. And of course, these projects benefit

1 the parties, so they also provide the funding for it.

2 Board responsibilities, things that you'll see
3 along through the years that might come to you is recharge
4 applications. That would be something that the Board
5 approves. When the RMQ was developed, the Board also
6 approved the RMQ.

7 And then annually, there's adopting of finding of
8 compliance with the RMQ. And that deals with the capacity
9 issue that I talked about at the beginning to make sure
10 that there's enough capacity in the basin to recharge what
11 was overproduced.

12 UNIDENTIFIED MALE SPEAKER: That annual, kind of,
13 compliance comes about as a result of desalters, as part
14 of the court saying: Yes, you can proceed with desalters.
15 And in the beginning you get some forgiveness, but when
16 the forgiveness runs out, you will have the replenishment
17 obligation. I want Watermaster's assurance that there's
18 enough capacity to recharge the 40,000 acre-feet
19 (unintelligible).

20 So once a year what it comes to the Board is a
21 study by the engineer for Watermaster (unintelligible)
22 that says: We've looked at the projected replenishment
23 (unintelligible), we've looked at the replenishing
24 capacity, and we have enough capacity. That's the
25 (unintelligible).

1 UNIDENTIFIED MALE SPEAKER: And what happens if we are
2 unable to comply?

3 UNIDENTIFIED MALE SPEAKER: Then you get a
4 recommendation for additional capacity, additional
5 projects, but we're well within that and we would be --
6 because we look annually, we would be able to see that
7 coming in advance, enough time in advance to where we'd
8 have more capacity built before we lose (unintelligible).

9 UNIDENTIFIED MALE SPEAKER: Okay.

10 UNIDENTIFIED MALE SPEAKER: Hey, Justin, next program
11 element --

12

13 (Cross-talk. Multiple Speakers.)

14 UNIDENTIFIED MALE SPEAKER: -- any questions
15 (unintelligible).

16

17 (Cross-talk. Multiple Speakers.)

18 UNIDENTIFIED MALE SPEAKER: Peter, and the point that
19 you just stated in answering Mike, it's because of the
20 data and the studies and all the information we have
21 discussed, you can manage things better when you
22 understand things better; right?

23 UNIDENTIFIED MALE SPEAKER: That's right.

24 UNIDENTIFIED MALE SPEAKER: That's how we stay ahead
25 of things.

1 UNIDENTIFIED MALE SPEAKER: Thank you.

2 Next program element is the development of a
3 comprehensive groundwater management plan 4.

4 Management zone 1 is going to be described by
5 Andy.

6 UNIDENTIFIED MALE SPEAKER: Good morning, everyone.

7 I'm going to sit here, so maybe I can point here,
8 just put the pointer here.

9 But pumping-induced land subsidence is a
10 complicated process, so I'm going to provide you with a
11 little bit of background information so what I'm -- what
12 I'm about to present makes -- makes some sense to you.

13 We put together these conceptual graphics of what
14 the groundwater basin looks like to help you understand a
15 little -- a little bit better.

16 What you're seeing here is a cross-section of the
17 area up by the Montclair basins, so up in the Pomona
18 Montclair area. And you're seeing a cross-section of what
19 the aquifer system looks like.

20 And so here the Montclair basins are full of
21 water and their recharge, the aquifer system.

22 And what the aquifer system looks like, it's not
23 just a homogenous sandbox. It is composed of a lot of
24 sand and gravel, but it also has a lot of clay layers that
25 sometimes can be laterally continuous or -- or not

1 continuous. They are different thicknesses, but these
2 clay layers are the key to understanding why land
3 subsidence occurs when you pump the aquifer system.

4 So this is -- it's a really -- it's a cartoon.
5 It's got to be a lot more complex than this, but it's
6 basically a layer cake of sand and gravel units and these
7 darker clay layers here.

8 We're showing a typical well being screened
9 through the aquifer system. This upper part of the
10 aquifer system is unsaturated. We're having this water --
11 this water -- surface water percolating down, sometimes
12 getting hung up on the tops of these clay layers. We call
13 those perched aquifers, but eventually the water continues
14 to migrate down and then enter the saturated zone.

15 And this is what we call the water table. And if
16 a well is not pumping then the water level in the well
17 would represent the water table if it has well screens
18 that are close to the top of that water table.

19 A lot of our wells are screened deeper into
20 deeper portions of the aquifer system. And when they turn
21 on, water migrates through these permeable sand and gravel
22 layers to the well. Water enters the well screen to be
23 pumped out.

24 There is water inside these clay layers too, but
25 these clay layers are not permeable at all, so water

1 doesn't move quickly through the clay layers.

2 What happens is the pore pressure in these sands
3 and gravels -- when this well turns on, the pore pressures
4 will decrease, but the clays -- the pore pressures in the
5 clays will stay pretty much the same because the water is
6 not draining out of the clays very quickly.

7 So it's a very slow gradual process of
8 equilibration as the waters slowly begin to drain out of
9 the clays into the sands that are -- that are lower heads.
10 And then as the clays -- that water drains out of the
11 clays, the clays will begin to compress because it's
12 losing that water. So that is why the land subsides when
13 we pump too much water out of the aquifer system is
14 because those clays begin to drain their water content and
15 they begin to compress.

16 UNIDENTIFIED MALE SPEAKER: Andy?

17 UNIDENTIFIED MALE SPEAKER: Yes.

18 UNIDENTIFIED MALE SPEAKER: Can you go back to that
19 one?

20 You're calling this the Western portion.

21 What approximately is the dividing line
22 (unintelligible)?

23 UNIDENTIFIED MALE SPEAKER: I'd say probably
24 Archibald, like almost -- almost (unintelligible).

25 And the reason why I'm saying -- why I'm focusing

1 on the western side is because the western side of the
2 basin has a lot more of these clay layers than the eastern
3 side of the basin.

4 So what we've learned over time is that our focus
5 of subsidence concern is on the west side of the basin
6 where the geology is susceptible to this aquifer system
7 compaction.

8 UNIDENTIFIED MALE SPEAKER: (Unintelligible) ask the
9 next question, but you just answered without me asking.
10 Thank you.

11 The biggest areas we've had concern around Ayala
12 Park and (unintelligible) in the northwest; right?

13 UNIDENTIFIED MALE SPEAKER: Yeah.

14 UNIDENTIFIED MALE SPEAKER: So that makes sense.
15 Thanks. Thanks for that clarification on the clay.

16 UNIDENTIFIED MALE SPEAKER: Yeah.

17 UNIDENTIFIED MALE SPEAKER: I didn't know if it was
18 uniform clay in the whole basin or not.

19 UNIDENTIFIED MALE SPEAKER: Yeah.

20 UNIDENTIFIED MALE SPEAKER: I appreciate that.

21 UNIDENTIFIED MALE SPEAKER: And the reasons why the
22 sands and gravels aren't really susceptible to compaction
23 is because it's hard grains, hard sand and gravel grain
24 contacts that just don't deform to remove the water in
25 between the pore spaces. But clays are flat little grains

1 that when you drain the water, they can compress.

2 UNIDENTIFIED MALE SPEAKER: It's like a sponge drying
3 up and you can't make it wet again --

4 UNIDENTIFIED MALE SPEAKER: Right.

5 UNIDENTIFIED MALE SPEAKER: -- in some sense.

6 Go ahead.

7 UNIDENTIFIED MALE SPEAKER: This little graphic we
8 showed to the special referee which they liked, but just
9 when you pump too much water from the sand and gravel
10 units when the clay is drained, they can compress like
11 this and the land surface can subside, so -- and it's an
12 immediate process. When the clays compact, the land
13 surface comes down.

14 Part of our investigations were exploratory bore
15 holes and construction of extensometers, which are
16 monitoring facilities that can monitor this process of
17 aquifer system compaction.

18 And these are what the real sediments look like.
19 These are from different depths, from a -- from a bore
20 hole that we drilled. And you can see the sand and
21 gravels, what they look like in comparison to the clays,
22 which you can see my thumbs and fingers were pushing down
23 on it, but that shows you the compressibility of the clays
24 and how they're interbedded across the thickness of the
25 aquifer system.

1 So this -- this came from our Ayala Park bore
2 hole that we drilled.

3 So the geology is very important, but what's also
4 important is this history of ground level decline in the
5 system that led to our adjudication. So what we're
6 looking at here is declines in groundwater levels from
7 1933 to the year 2000, which was the beginning of our
8 OBMP.

9 And you can see that we've had over a hundred,
10 over 115, maybe even 200 feet of declines in groundwater
11 levels that have really been mostly focused on the western
12 side of the basin. The whole basin experienced drawdown,
13 but it was most acute on the western side the basin.

14 And this map graphic was made back in 2000, and
15 this green outline here is where we were really noticing
16 where subsidence was most acute in the basin. So that's
17 the reason why we have this green outline over here. And
18 it seems to coincide very closely with the decline in
19 groundwater levels.

20 So we have all these clay layers that are
21 susceptible to compaction. And then with lower
22 groundwater levels, we start draining water out of the
23 clays, and that's why we have this -- this subsidence
24 problem that we were noticing back in the time we were
25 developing the OBMP and prior to that.

1 UNIDENTIFIED MALE SPEAKER: Why do we not include the
2 northern part up to the 210 in -- in any of -- up in here?

3 UNIDENTIFIED MALE SPEAKER: Because we really don't
4 have any wells up there at all.

5 UNIDENTIFIED MALE SPEAKER: Okay.

6 UNIDENTIFIED MALE SPEAKER: Yeah. And so you just
7 don't really know.

8 UNIDENTIFIED MALE SPEAKER: Don't have the data.

9 UNIDENTIFIED MALE SPEAKER: Yeah. We don't have the
10 data, yeah.

11 Okay. So this is what we knew about the
12 occurrence of land subsidence back right when we were
13 developing the OBMP. And we were monitoring it in a
14 couple of different ways.

15 This color shading that you see in the background
16 here, this is a remote sensing technique called InSar that
17 radar satellites can monitor the -- the ground surface
18 elevation over time.

19 And so what we're looking at here is a -- is an
20 image from 1993 to 1995. And this orange area is where
21 the most subsidence was occurring. But where you see
22 yellow, there was still subsidence, but not the same
23 magnitude of orange. And then in white is where we --
24 where no subsidence was occurring.

25 So -- so really, this is what -- the InSar tells

1 us a lot about the underlying geology, where is the land
2 subsidence occurring, well, that also tells us where
3 the -- most of the clay layers occur in the basin too. So
4 we drew these green outlines here showing us where our
5 main areas of subsidence concern are in the basin. These
6 remain unchanged all the way up to today.

7 We were also doing ground level surveys --
8 traditional ground level surveys of benchmarks, and this
9 is where you see these contour lines here which were
10 indicating that as much as two feet of subsidence had
11 occurred here in the city of Chino.

12 And these ground fissures that we saw a picture
13 earlier of, they developed in the early '90s right here.
14 And so this -- these ground fissures really were the most
15 obvious evidence that subsidence was occurring. And this
16 is -- was a developing area. We certainly don't want this
17 occurring underneath new foundations, so it was a big
18 concern at the time. And the parties weren't really
19 seeing eye to eye as to what the causes of the land
20 subsidence were at the time, and there was the potential
21 for litigation associated with this.

22 Hence, it was included as a program element in
23 the OBMP that: Figure this -- figure this out and try to
24 manage it going forward.

25 So we development program element 4 in the OBMP.

1 It recognized that the occurrence of this land subsidence
2 and fissuring was not acceptable and it should be reduced
3 or eliminated completely to the extent that we could
4 manage it through groundwater basin management.

5 And so we developed this -- this plan here, MPD
6 4, is to first of all do the scientific studies to
7 understand it, why it was happening and how it was
8 happening.

9 So -- so to characterize its historical
10 occurrence, both spatially and temporally, to identify the
11 causes of it, and then where we could develop and
12 implement a program to manage it going forward. Those
13 were the objectives.

14 So our --

15 UNIDENTIFIED MALE SPEAKER: Can I ask a question?

16 UNIDENTIFIED MALE SPEAKER: Yes, go ahead.

17 UNIDENTIFIED MALE SPEAKER: I have a question right
18 now (unintelligible).

19 You just mentioned litigation. From private
20 parties to public entities or from public entities to
21 public entities?

22 UNIDENTIFIED MALE SPEAKER: Well, I think the main one
23 was a disagreement between Chino and Chino Hills at the
24 time.

25 Chino Hills had come in and drilled a number of

1 deep wells within the City of Chino, so I think there's
2 some finger pointing as to: Were these wells the causes
3 of the land subsidence? And so I think that that was the
4 main threat was party to party.

5 But certainly, there's always that potential for
6 private entities that are impacted by groundwater basin
7 management to litigate for any damages that may result
8 from land subsidence.

9 UNIDENTIFIED MALE SPEAKER: So -- so Bob --

10

11 (Cross-talk. Multiple Speakers.)

12 UNIDENTIFIED MALE SPEAKER: -- that was filed.

13 UNIDENTIFIED MALE SPEAKER: So I've got -- let's see
14 here. When I look at the -- so what I've done is I
15 grabbed all of your cost share numbers.

16 UNIDENTIFIED MALE SPEAKER: I'm sorry, who is this
17 speaking? Who is this speaking?

18 UNIDENTIFIED MALE SPEAKER: Chris, could you please go
19 to mute. You almost became famous.

20 UNIDENTIFIED MALE SPEAKER: Okay.

21 UNIDENTIFIED MALE SPEAKER: I'm sorry.

22 UNIDENTIFIED MALE SPEAKER: So there was
23 party-to-party litigation. Nothing in the Peace Agreement
24 prevents party-to-party litigation over things that
25 happen.

1 The process for MZ 1 and the concern about
2 subsidence and -- and that litigation gave rise to
3 committee an effort to have focused attention on MZ 1 and
4 to -- to involve data sharing and -- and commitments to
5 goals and operations with MZ 1. Any party at any time can
6 sue anybody else.

7 UNIDENTIFIED MALE SPEAKER: I get that, but it seemed
8 to me like that would bring them together, though, to get
9 the job done.

10 UNIDENTIFIED MALE SPEAKER: I think they did come
11 together. I think --

12 UNIDENTIFIED MALE SPEAKER: They did, okay.

13 UNIDENTIFIED MALE SPEAKER: The result was -- I
14 believe they had a couple of hearings in front of the
15 judge about this issue but, ultimately, it got pushed into
16 this -- this planning committee and -- and my
17 understanding is it's been effective.

18 UNIDENTIFIED MALE SPEAKER: The dispute resolution.

19 UNIDENTIFIED MALE SPEAKER: It absolutely is a success
20 story here. Some of the implementation activities was
21 Watermaster's commitment to physically recharge at
22 6500 acre-feet per year of supplemental water in MZ 1, so
23 get more recharge into the area.

24 We also convened this ground level monitoring
25 committee which was experts coming together that were

1 hired by the parties, including us here, the engineers at
2 Watermaster, to develop this committee to develop the
3 scientific studies and implement them.

4 And some of our efforts were to try to do things
5 to minimize subsidence in short-term, collect all the data
6 and then develop a long term management plan, which we
7 have done, and now we're implementing the management plan.

8 In the City of Chino, we virtually eliminated the
9 occurrence of land subsidence. We've identified a new
10 area of land subsidence up in the northwestern portion of
11 management zone 1. We're also looking in the City of
12 Chino right now at a recent subsidence features that's
13 been shown --

14 UNIDENTIFIED MALE SPEAKER: Ontario.

15 UNIDENTIFIED MALE SPEAKER: -- by InSar.

16 I'm sorry, yeah, Ontario.

17 We -- every year we review our monitoring program
18 results and we prepare an annual report, submit that to
19 the court. And currently, we're -- we're in this process
20 to revise our subsidence management plan to address the
21 subsidence that's going on in northwest MZ 1.

22 UNIDENTIFIED MALE SPEAKER: Andy?

23 UNIDENTIFIED MALE SPEAKER: Yes.

24 UNIDENTIFIED MALE SPEAKER: With the 6500 acre-feet of
25 recharge over the last 22 years, do you know if we've been

1 able to expand the clay lenses?

2 UNIDENTIFIED MALE SPEAKER: Actually, we're still
3 seeing subsidence in that area.

4 UNIDENTIFIED MALE SPEAKER: Okay. So compression.

5 UNIDENTIFIED MALE SPEAKER: Yeah, yeah. So it
6 hasn't --

7 UNIDENTIFIED MALE SPEAKER: It hasn't --

8 UNIDENTIFIED MALE SPEAKER: It hasn't solved the
9 problem altogether in northwestern MZ 1. So where that
10 6500 acre-feet gets recharged is up -- it's a little bit
11 further north here. You can see the Montclair Basins
12 here. The Brooks Basin here. So it's -- it essentially
13 gets recharged up in this area.

14 We are still recognizing ongoing land subsidence
15 up in this area. And we're in the process of doing
16 investigations here and developing this -- a long-term
17 subsidence management plan for this area.

18 When we talk about land subsidence management
19 plan, what I think we're really talking about is a
20 coordination of recharge and pumping strategies to try to
21 increase groundwater levels in this area and slow or stop
22 this occurrence of subsidence here.

23 This is the area in the City of Ontario that
24 we're -- just recently recognized that we're doing some
25 initial investigations here and trying to come up with

1 recommendations and a better understanding of why that
2 subsidence is occurring.

3 So those -- these are the two most recent
4 activities of this ground level monitoring.

5 UNIDENTIFIED MALE SPEAKER: I'm sorry. Where was
6 that?

7 UNIDENTIFIED MALE SPEAKER: This is -- here's Ontario
8 Airport, and you can see it's south of the Ontario Airport
9 just east of the Ely Basins.

10 UNIDENTIFIED MALE SPEAKER: I'd like --

11

12 (Cross-talk. Multiple Speakers.)

13 UNIDENTIFIED MALE SPEAKER: I wasn't going to go
14 there.

15 UNIDENTIFIED MALE SPEAKER: East of (unintelligible).

16 UNIDENTIFIED MALE SPEAKER: But that doesn't
17 necessarily mean it's caused by (unintelligible).

18 UNIDENTIFIED MALE SPEAKER: Doesn't necessarily --

19

20 (Cross-talk. Multiple Speakers.)

21 UNIDENTIFIED MALE SPEAKER: There's not much pumping
22 right there, is there?

23 UNIDENTIFIED MALE SPEAKER: There's not. There's not
24 (unintelligible) more of a recharge.

25

1 (Cross-talk. Multiple Speakers.)

2 UNIDENTIFIED MALE SPEAKER: So yeah. So we're doing
3 essentially a desktop study there right now to look at the
4 available information and then may have recommendations
5 for additional monitoring or investigation, but try to
6 figure out this subsidence feature.

7 UNIDENTIFIED MALE SPEAKER: Andy, is that -- this is
8 2011 to 2020, so is that fairly new or is it just we're
9 realizing it fairly recently?

10 UNIDENTIFIED MALE SPEAKER: We're realizing it
11 recently. This area over here didn't really resolve in
12 our remote sensing data, and so we had our consultant that
13 produces this InSar data here to try to do some extra
14 processing over in this area. And they have been
15 successful, and so that's why we recently realized that
16 this is -- this is a feature that we should keep our eye
17 on.

18 UNIDENTIFIED MALE SPEAKER: And it's not an anomaly.
19 It's actually subsiding?

20 UNIDENTIFIED MALE SPEAKER: Yes. The ground motion is
21 definitely going down. Exactly why it's going down, we
22 don't know yet.

23 So similar slide here from the recharge slide.
24 Watermaster staff responsibilities: We conduct this
25 ground level monitoring committee. We prepare annual

1 reports of the ground level monitoring committee. And
2 then whenever necessary, when we have requisite data to do
3 so, we would update the subsidence management plan and
4 develop that draft.

5 The parties, they provide advice and assistance
6 and funding. They fund the technical consultants to come
7 to the ground level monitoring committee, so the parties
8 are deeply engaged and -- and beneficial in
9 (unintelligible).

10 Board responsibilities: Every year you have an
11 annual report of the ground level monitoring committee
12 that comes before you, and then to adopting updates to the
13 subsidence management plan, and then submit those updates
14 to the court for its approval.

15 I think that's it.

16 Any other questions?

17 UNIDENTIFIED MALE SPEAKER: Thank you.

18 UNIDENTIFIED MALE SPEAKER: Yes, thank you very much.

19 UNIDENTIFIED MALE SPEAKER: So Peter, any other final
20 comments about P4?

21 No?

22 So now we have, as I told you, a combination of
23 program elements that work together to -- to deliver very,
24 very impressive successes that you're going to hear from
25 Carol. And these are program elements 3, 5 and 6 and 7.

1 So Carol.

2 UNIDENTIFIED FEMALE SPEAKER: (Unintelligible)

3 UNIDENTIFIED MALE SPEAKER: Okay. And -- and Carol
4 will collaborate.

5 UNIDENTIFIED MALE SPEAKER: PE 3 is all about
6 implementing the water supply plan for impaired areas of
7 the basin. And as we were speaking earlier here about
8 nitrate and TDS in the southern portion of the basin, that
9 that is really what we're referring to here. And we're
10 going to be talking mainly here to start off with this
11 huge success story of this desalter program.

12 Martin talked a little bit earlier about this
13 understanding of OBMP, that agricultural pumping was going
14 to go away in the southern end of the basin. And if that
15 were to occur, less pumping, water levels would begin to
16 rise in the southern end of the basin and -- and begin to
17 flow out of the basin as rising groundwater outflow to the
18 Santa Ana River.

19 And so there was a real need to replace this
20 declining agricultural production with municipal pumping
21 so that we could control those water levels and not lose
22 this groundwater to the Santa Ana River. And plus, we
23 knew that we were going to have new municipal demands in
24 this same area here.

25 So the desalters could do both, they could

1 control water levels in the groundwater basin and they
2 could produce this municipal water supply in the same
3 area.

4 And -- and the water quality that was going to go
5 down the Santa Ana River was not acceptable to Orange
6 County.

7 UNIDENTIFIED MALE SPEAKER: Yes, or the Regional
8 Board.

9 UNIDENTIFIED MALE SPEAKER: Or the -- primarily the
10 Regional Board. They're the ones that count.

11 UNIDENTIFIED MALE SPEAKER: So the Regional Board is
12 charged with protecting beneficial uses of all waters.
13 And so the concern there was that this high nitrate, high
14 TDS water, if it were to exit the groundwater basin in
15 higher quantities, that it could impact the water quality
16 of the Santa Ana River, which we know flows down south to
17 our -- to our neighbors in Orange County and they utilize
18 all that water for groundwater recharge in their
19 groundwater basin.

20 So -- so that was -- you're right, that that was
21 a major concern here too.

22 UNIDENTIFIED MALE SPEAKER: Andy, getting a handle on
23 the rising groundwater flowing into the Santa Ana River,
24 you commonly call that hydraulic control; right?

25 UNIDENTIFIED MALE SPEAKER: Yeah (unintelligible) --

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(Cross-talk. Multiple Speakers.)

UNIDENTIFIED MALE SPEAKER: -- at least.

UNIDENTIFIED MALE SPEAKER: That's a big part of the story, yeah. The desalters ended up playing this -- this process of -- of obtaining hydraulic control of the basin which, in part, controlling the groundwater levels in the southern end of the basin, but doing it in a very strategic manner.

UNIDENTIFIED MALE SPEAKER: Yes.

UNIDENTIFIED MALE SPEAKER: So these maps here show you -- a map on the left-hand side here from the year 2000 and then 2020 here on the right-hand side. These dots represent wells and how much groundwater production occurs at the wells.

So the larger dots are the mainly municipal wells in the northern end of the basin that pump a lot of groundwater. In the southern end of the basin, we have a lot of smaller agricultural wells that are pumping groundwater down here.

You can see by 2000, we've lost a lot of this agricultural production.

UNIDENTIFIED MALE SPEAKER: You mean 2020.

UNIDENTIFIED MALE SPEAKER: Yeah, 2020.

UNIDENTIFIED MALE SPEAKER: You said 2000.

1 UNIDENTIFIED MALE SPEAKER: 2000, yeah.

2 So in 2020, we've lost a lot of the agricultural
3 production down here and it's been replaced by the
4 desalter production, which you can see in -- these larger
5 dots here are the desalter wells that have come in and
6 replaced the agricultural production.

7 UNIDENTIFIED MALE SPEAKER: Just a quick comment, if I
8 could, on that just (unintelligible) Ontario -- related to
9 what Peter said earlier, you know, talking about housing
10 units, new housing, when you look at the agg wells to the
11 left versus the right, all the ones -- a lot of the ones
12 that disappeared, of course, Eastvale and then pretty much
13 from Archibald Avenue over to Millikan, you see a lot of
14 those agg wells gone, and that's because it's been
15 replaced with housing units. A big chunk -- I think
16 there's like 6,000 housing units that side of Ontario now.
17 And then also recycled water supply to some of the end
18 customers.

19 UNIDENTIFIED MALE SPEAKER: And you also have the
20 preserve --

21 UNIDENTIFIED MALE SPEAKER: Right.

22 UNIDENTIFIED MALE SPEAKER: -- in a (unintelligible).

23 UNIDENTIFIED MALE SPEAKER: Yep.

24 UNIDENTIFIED MALE SPEAKER: This here is a time series
25 chart of production -- in -- groundwater production in the

1 southern end of the basin. You can see the agricultural
2 production in blue declining from 2000 to 2021, and then
3 the desalter production is shown in these beige bars. So
4 it's increasing over time and replacing declining
5 agricultural production.

6 So very much as planned in the OBMP.

7 Okay. Another -- another cartoon conceptual
8 figure here that shows you the southern end of the basin,
9 the Prado basin and the water table here along the Santa
10 Ana River.

11 And so this is really showing you the groundwater
12 surface water interactions down in the Prado basin area
13 and the Santa Ana River conceptually.

14 So the water table is beneath Santa Ana River as
15 the Santa Ana River enters the Chino Basin. So this you
16 call losing reach of the Santa Ana River where water in
17 the river is recharging the groundwater basin. So that is
18 yield -- that is yield to the -- to the groundwater basin.
19 It is an important part of our safe yield.

20 Where groundwater levels get so shallow that they
21 intersect the ground surface, these are areas of rising
22 groundwater where groundwater can flow out of the basin
23 into the Santa Ana River and downstream to Orange County.
24 Both of these processes occur in the Chino Basin. We have
25 recharge of the Santa Ana River and we have rising

1 groundwater discharged to the Santa Ana River.

2 So this graphic here shows you that both
3 processes occur and approximately where they occur in the
4 basin.

5 These --

6 UNIDENTIFIED MALE SPEAKER: Volume-wise how do they
7 compare?

8 UNIDENTIFIED MALE SPEAKER: What's that?

9 UNIDENTIFIED MALE SPEAKER: Volume-wise how do they
10 compare?

11 UNIDENTIFIED MALE SPEAKER: I'm going to show you a
12 chart over time. It's really, really an interesting
13 chart, but this gives you an understanding of what that
14 chart is going to show.

15 These are the desalter wells, conceptually where
16 they're located in the groundwater basin. And so by
17 controlling groundwater levels, we can enhance this
18 recharge here where these arrows are showing the Santa Ana
19 River recharging the groundwater basin and then the
20 groundwater flowing to these desalter wells for -- to be
21 pumped.

22 The desalter wells don't completely cut off that
23 rising groundwater discharge, but they control it so that
24 it doesn't increase.

25 And this is that -- that chart I wanted to show

1 you from 1978, the beginning of our judgment, all the way
2 to 2021.

3 And what these bars represent are net rising
4 groundwater. So it's the difference between how much
5 recharges and how much discharges here. So we call that
6 net rising groundwater.

7 Sorry. Wrong way.

8 And so it's negative back here when we had a lot
9 of agricultural production in -- in the groundwater basin,
10 but as the agricultural production is leaving the
11 groundwater basin, we're seeing it decline. So we're
12 getting -- rough groundwater levels are rising. We're
13 getting more groundwater discharge to the Santa Ana River
14 and less recharge.

15 But by the time the desalters begin to be built
16 and they start pumping, groundwater levels decline in the
17 southern end of the basin and we recapture all that lost
18 yield that occurred with the decline in agricultural
19 production back to about the time of the judgment.

20 So the desalters have just played this really
21 critical role in recapturing some of the lost yield that
22 occurred because of the decline in agricultural
23 production.

24 UNIDENTIFIED MALE SPEAKER: And tell us, was 1998 --

25 UNIDENTIFIED MALE SPEAKER: 1998 is right here.

1 UNIDENTIFIED MALE SPEAKER: So that's when Mark and
2 his team are starting to think: Look at that. And they
3 start studying the trend and start saying: We got to do
4 something, and it gets built into the OBMP.

5 This chart, we think, is also a very good
6 snapshot of the effect of management of the basin of the
7 OBMP. That's also included in your handout. That's why
8 I'm telling the success of the management of the basin.

9 UNIDENTIFIED MALE SPEAKER: So as your lawyer, the
10 judgment says -- right -- the judgment says Watermasters
11 is responsible for optimizing yield.

12 And if you look at this chart, what was going on
13 in 2000, it was a decline in that yield. It definitely
14 wasn't optimization. So the net result of that program is
15 a reversal of that negative -- it looks like a complete
16 reversal of that negative consequence.

17 That's probably one of the best exhibits you
18 could have about opt- -- yield optimization.

19 UNIDENTIFIED MALE SPEAKER: Yeah, this is really an
20 interesting slide. And I know you've probably said this
21 already, but I missed it.

22 But so if you compare it to, like, '78 to now,
23 it's not -- it's not essentially taking away additional
24 water from the river. It's just bringing back what we
25 were (unintelligible).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(Cross-talk. Multiple Speakers.)

UNIDENTIFIED MALE SPEAKER: Exactly. That's the nomenclature. That's the framing. Exactly.

UNIDENTIFIED MALE SPEAKER: And if we had not done that, then you're looking at those bars in, say, 2020, what is that, about 20,000 acre-feet roughly?

UNIDENTIFIED MALE SPEAKER: Yeah.

UNIDENTIFIED MALE SPEAKER: That would have been an additional decline in safe yield.

UNIDENTIFIED MALE SPEAKER: Exactly.

UNIDENTIFIED MALE SPEAKER: Yeah. So it's interesting now. I'm sure we'll talk at some point about that 40,000 acre-feet a year pumping, preserved 20,000 acre-feet of safe yield, but we do have this replenishment obligation. That is always something I think about because it's such a big number.

UNIDENTIFIED MALE SPEAKER: I think this is where I stop and Carolina can take over.

And you know, we've talked about the yield aspect of the desalters. There's also this big water quality aspect of it too so --

UNIDENTIFIED MALE SPEAKER: Peter, I've got -- on that last chart, when we recaptured -- and we don't have to go -- when we started to recapture, was there any comment

1 or question by Orange County as to why they're not getting
2 as much water as they had in 2000?

3 UNIDENTIFIED MALE SPEAKER: Not that I'm aware. Some
4 others, perhaps, but not Orange County.

5 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

6 UNIDENTIFIED MALE SPEAKER: Yeah.

7 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

8 UNIDENTIFIED MALE SPEAKER: Yeah.

9 UNIDENTIFIED MALE SPEAKER: (Unintelligible) Santa Ana
10 River (unintelligible).

11 UNIDENTIFIED MALE SPEAKER: Okay.

12 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

13 UNIDENTIFIED MALE SPEAKER: So that was the impact and
14 they just --

15 UNIDENTIFIED MALE SPEAKER: Impact (unintelligible)
16 whole bunch things were going on (unintelligible)
17 economics, conservation. So about 2008 and '9
18 (unintelligible) that's when they got a little concerned
19 and they went and built that project.

20 UNIDENTIFIED MALE SPEAKER: Jeff, every single EIR
21 that I've seen since I've been on this board, Orange
22 County Water District comments they think it's going to
23 take a drop out of (unintelligible).

24 UNIDENTIFIED MALE SPEAKER: Yeah.

25 UNIDENTIFIED MALE SPEAKER: They make a comment and

1 then they don't do anything about it because they can't.

2 What can they do if they get what they're entitled to

3 under the Santa Ana River judgment, they can't --

4 UNIDENTIFIED MALE SPEAKER: Absolutely.

5 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

6 UNIDENTIFIED MALE SPEAKER: When did the Corps of
7 Engineers begin to store more water behind Prado and
8 regulate the discharge to optimize Orange County's capture
9 of that water?

10 Anybody know?

11 UNIDENTIFIED MALE SPEAKER: When?

12 UNIDENTIFIED MALE SPEAKER: Yeah, I just --

13 UNIDENTIFIED MALE SPEAKER: I don't know, but it's
14 been an ongoing --

15 UNIDENTIFIED MALE SPEAKER: Yeah, it's been in gradual
16 progress toward it.

17 UNIDENTIFIED MALE SPEAKER: Yeah. They coordinate
18 closely with Orange County and (unintelligible) to try to
19 optimize that.

20 UNIDENTIFIED MALE SPEAKER: Just wondered if that --

21

22 (Cross-talk. Multiple Speakers.)

23 UNIDENTIFIED MALE SPEAKER: -- began around 2000 where
24 we see the shift.

25 UNIDENTIFIED MALE SPEAKER: I think it was long before

1 that. It goes to back to the (unintelligible) '60.

2 UNIDENTIFIED MALE SPEAKER: Go back I think about when
3 they did all that work to enhance the wetlands in there.

4 UNIDENTIFIED MALE SPEAKER: Yeah.

5 UNIDENTIFIED MALE SPEAKER: (Unintelligible) raising
6 Prado -- or raising conservation (unintelligible) and that
7 goes back to the '80s.

8 UNIDENTIFIED MALE SPEAKER: Yeah. Thank goodness they
9 did. That's my duck hunting area.

10 UNIDENTIFIED MALE SPEAKER: That's right.

11 UNIDENTIFIED FEMALE SPEAKER: All right. So PE 5 is
12 develop and implement regional program. And really, the
13 focus of this PE was to improve water supply reliability
14 and local supplies specifically. So that really became
15 the focus of how can we use and expand our use of recycled
16 water in the Chino Basin.

17 And so since 2000, IEUA has constructed and
18 operated recycled water conveyances throughout the basin,
19 and I will show a map momentarily.

20 And recycled water deliveries grew from
21 3400 acre-feet in year 2000 to about 33,000 last year.
22 And cumulative that's 395,000 since the implementation of
23 the OBMP.

24 And what that means is this recycled water has
25 replaced the like amount of groundwater and imported water

1 that would otherwise be used for non-potable purposes.
2 And like I mentioned, recycled water is more reliable.
3 It's also a readily available local resource right here.

4 This -- so this map just shows the extent of
5 IEUA's recycled water facilities within its service area.
6 So the color-coded areas are just the (unintelligible)
7 zones, and then we're showing each of the plants as well
8 as the main distribution line. So you can see that it
9 covers a wide area of the Chino Basin.

10 In terms of volumes, this chart here shows a time
11 history chart from 2000 to 2020 on direct views of
12 recycled water in the Chino Basin. And it's color-coded
13 by management zone. It's maybe a little bit hard to see,
14 but the map on the right shows the locations of where that
15 water was actually used in specifically year 2000.

16 UNIDENTIFIED MALE SPEAKER: What's direct use
17 (unintelligible).

18 UNIDENTIFIED FEMALE SPEAKER: Direct use is
19 (unintelligible) directly in -- into the water. So for
20 irrigation purposes, that would be an example.

21 So it's -- it excludes artificial recharge. So,
22 like, if you were to recharge recycled water at Ely Basin,
23 that's not included here.

24 And I will show a chart of that in a second.

25 UNIDENTIFIED MALE SPEAKER: This is parks,

1 agricultural use --

2 UNIDENTIFIED FEMALE SPEAKER: Landscaping.

3 UNIDENTIFIED MALE SPEAKER: -- landscaping and all
4 that?

5 UNIDENTIFIED FEMALE SPEAKER: Exactly.

6 UNIDENTIFIED MALE SPEAKER: Golf courses.

7 UNIDENTIFIED MALE SPEAKER: Also, some of the cooling
8 water rights on the -- there's a few (unintelligible).

9 UNIDENTIFIED FEMALE SPEAKER: There are commercial
10 facilities. They also use it a lot -- well, I wouldn't
11 say a lot, but for construction purposes for dust control
12 sometimes. So there's some temporary meters sometimes
13 that get installed to -- to focus on dust control during
14 construction.

15 So this chart here clearly -- clearly shows the
16 increase in direct use of recycled water since 2000 up to
17 2014. And then it's kind of remained stable since then
18 due to conservation and also reduction in demands from
19 agricultural users and dairies.

20 So that's what that chart shows there.

21 So recycled water, in addition being used for
22 direct uses like landscaping, it was also used for
23 recharge.

24 And now this is a similar time history chart for
25 the same time period, and it shows artificial recharge of

1 recycled water within the Chino Basin.

2 Again, you can see clear increase specifically
3 since 2005. And I will talk a little bit more about what
4 made that possible later. But it's been -- it was -- it
5 has been increasing and has become a major source of
6 recharge to the Chino Basin.

7 UNIDENTIFIED MALE SPEAKER: Did you have a question
8 about that (unintelligible)?

9 UNIDENTIFIED MALE SPEAKER: You know, I just like it.
10 I think that program is one of my favorite programs.

11 But you know, as -- one of my thoughts is, when
12 you look at how water has built up in storage in the Chino
13 Basin over roughly that same time period, there's
14 different reasons why. Certainly, storm water capture,
15 but this is one of them. Whether it's direct use or
16 recharge, if you're doing more direct use then you can
17 pump less and so --

18 UNIDENTIFIED FEMALE SPEAKER: Exactly.

19 UNIDENTIFIED MALE SPEAKER: -- that's one of the --

20 UNIDENTIFIED FEMALE SPEAKER: (Unintelligible)

21 UNIDENTIFIED MALE SPEAKER: So this chart too -- the
22 two charts combined show you the ability of the region to
23 get recycled water, direct use or (unintelligible).

24 UNIDENTIFIED MALE SPEAKER: We felt this was an
25 important one, an important takeaway. It's also in your

1 handout for today. And there's a lot that goes into the
2 management of (unintelligible) and the competition for
3 recycled water, but in any case, there's a good outcome
4 (unintelligible).

5 UNIDENTIFIED MALE SPEAKER: When you compare the
6 volumes, it's similar to the desalters and that 20,000
7 acre-feet. You have whatever, it's 15,000 here plus the
8 direct use. So that's another big -- really, a big volume
9 (unintelligible).

10 UNIDENTIFIED FEMALE SPEAKER: Absolutely.

11 And you know, the -- none of this would have been
12 possible without PE 7 which is development and implement a
13 self-management program.

14 And one of the things that is so great about the
15 OBMP is how all of these keys are integrated and really
16 enhance and reinforce each other. So yeah, PE 7 really
17 enabled the use of recycled water in the basin.

18 Before the OBMP, the basin plan was a barrier to
19 implementing PE 5, so there was (unintelligible) water
20 reuse, and PE 2 to the extent that we're using recycled
21 water at the source of recharge.

22 The groundwater quality objectives that were set
23 back then were -- would have required advanced treatment
24 of the recycled water to reduce the concentrations so that
25 we would be able to use it for recharge and direct use.

1 So real quick, here's a map of what the
2 objectives were like during the time of the OBMP
3 development.

4 So the objectives are separated into management
5 zones. And generally, if you recall where we're using
6 recycled water, the objectives are generally below
7 300 milligrams per liter. The actual concentration of
8 recycled water was above 400 milligrams per liter. This
9 is TDS specifically.

10 So in order to be able to use that again, we
11 would have to treat that water to get it below the
12 300 milligrams per liter line to be able to use it in the
13 basin.

14 And not only was it inhibiting the use of
15 recycled water, but also the use of imported water. So
16 generally imported water, TDS concentrations is above the
17 objective about 50 percent of the time. So it would have
18 even inhibited replenishment of using imported water in
19 the basin.

20 And so, as I mentioned, under the traditional
21 permitting approach, the Regional Board would have
22 required a mitigation for imported water recharge when the
23 TDS exceeded the objective, so about 50 percent of the
24 time.

25 It would require mitigation for all recycled

1 water reuse whether that was recharge or direct use, and
2 then the mitigation would be one-per-one basin -- basis
3 specifically to the groundwater management zone where the
4 impacts (unintelligible).

5 So what happened is that Watermaster and IEUA
6 proposed this new water quality paradigm called "maximum
7 benefit," and it was done under existing law and policy
8 that technically says that you can allow some degradation
9 of water quality if it is to the maximum benefit of the
10 people of the state.

11 And so, of course, nothing comes for free. If
12 you want to allow some degradation, there were some
13 commitments that had to be made in order to allow a higher
14 objective. And that included the construction of the
15 recharge facilities under PE 2 to ensure that there was
16 (unintelligible) to recharge storm water and imported
17 water to dilute the use of recycled water; the expansion
18 of the Chino Basin desalters, attainment of hydraulic
19 controls through desalter operations.

20 So again, that salt that was exiting through the
21 Santa Ana River was unacceptable for the Regional Board,
22 as we had mentioned earlier.

23 Monitoring the reporting, so annual reports. And
24 then they set certain triggers so that if it was required
25 in a future time, that recycled water would be

1 (unintelligible) at that time. So far it has not
2 happened.

3 And the resulting plan changes were that the
4 individual zones that I had shown in the old -- in the map
5 earlier became one large management zone called "Chino
6 North." And the objective became for TDS 420. So again,
7 they were all below 300 before. And now it's one
8 objective of 420 milligrams per liter. And nitrates was 5
9 milligrams per liter.

10 UNIDENTIFIED MALE SPEAKER: So this is all coordinated
11 with the Regional Board.

12 UNIDENTIFIED FEMALE SPEAKER: Correct.

13 UNIDENTIFIED MALE SPEAKER: Under the (unintelligible)
14 managed by IEUA.

15 UNIDENTIFIED FEMALE SPEAKER: Yeah. So it was a joint
16 effort --

17

18 (Cross-talk. Multiple Speakers.)

19 UNIDENTIFIED MALE SPEAKER: I understand everybody
20 works together, but IEUA is the permit holder
21 (unintelligible).

22 UNIDENTIFIED FEMALE SPEAKER: Yes.

23 UNIDENTIFIED MALE SPEAKER: IEUA had to apply for the
24 permit, et cetera.

25 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

1 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

2 UNIDENTIFIED FEMALE SPEAKER: And like I mentioned, it
3 mandated the implementation of what we call the maximum
4 benefit (unintelligible), which I went through earlier.

5 UNIDENTIFIED MALE SPEAKER: So if we can go back two
6 slides. One more. One more.

7 So we've included this slide and the next slide
8 that shows the map in your handout.

9 It is important to understand that this
10 (unintelligible) go -- the -- what the Regional Board did
11 was (unintelligible) no other Regional Board in the state
12 of California had ever done that.

13 And actually, the (unintelligible) executive
14 officer of the Regional Board took a lot of heat from
15 other Regional Board officers for allowing degradation of
16 the basin.

17 And what you see in the two charts -- actually,
18 you can see it all in this one. The previous objectives
19 by zone are shown in red. You had a 280 in zone 1, a 250
20 for TDS in zone 2, and a 260 in zone 3. When these got
21 combined into a single number of 420 for everything, that
22 is what unlocked the door for using recycled water without
23 further treatment because it created that capacity to put
24 in recycled water and make the basin worse water
25 quality-wise.

1 The commitment for that was hydraulic control
2 (unintelligible) monitoring (unintelligible). And the
3 construction of the recharge facilities, that was the
4 CBFIP project. Extension of the desalters, which we
5 thought we wanted and the judge wanted, hydraulic control
6 and then the other commitments were monitoring reporting,
7 and then the commitment that if recycled water gets really
8 bad, you have to treat it.

9 So these two are sort of telling of what was the
10 give by the Regional Board that was a great enabler and
11 led to the Peace II agreement for the expansion
12 (unintelligible).

13 UNIDENTIFIED MALE SPEAKER: How did we get the
14 Regional Board to accept this?

15
16 (Cross-talk. Multiple Speakers.)

17 UNIDENTIFIED MALE SPEAKER: That's sort of a
18 rhetorical question.

19 UNIDENTIFIED MALE SPEAKER: It was interesting at the
20 time (unintelligible) if I could get Watermaster
21 (unintelligible) desalters, get the recharge facilities
22 going, it's worth it (unintelligible) you guys that
23 (unintelligible) implement all that stuff that made this
24 an easy sell.

25 UNIDENTIFIED MALE SPEAKER: And I think just in

1 looking at it, it helped with the overall Santa Ana River
2 (unintelligible) in terms of managing the programs, right,
3 protecting downstream and everything.

4 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

5 UNIDENTIFIED MALE SPEAKER: Still weren't too
6 thrilled.

7 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

8 UNIDENTIFIED MALE SPEAKER: Now, one comment I just
9 want to make, it's kind of a question, but within the
10 Chino Basin area there's two net supply pipelines; right?
11 The upper feeder and the Rialto feeder. Rialto is what we
12 mostly use. That's the state water.

13 The Colorado River and the upper feeder, is it --
14 is it correct that we can't use that in this basin because
15 of the higher salt?

16 Because I know Ontario used to have a treatment
17 plant, shut it off in the late '90s, but it drew off the
18 upper feeder.

19 And the reason I mention it is because we all
20 know now that, you know, whether it's Three Valleys or
21 IEUA, how we're handling the current drought on the state
22 water supplies and it -- absent the salt topic, it would
23 be great to be able to pull from the other pipeline.

24 UNIDENTIFIED FEMALE SPEAKER: It really depends --
25 comes down to (unintelligible) capacity and what the

1 potential impact of using that -- so maybe if you use it
2 once, it won't be a huge problem. But if you're
3 consistently using it, you will be continuing to degrade
4 the basin. And so the closer you get to that objective --

5 UNIDENTIFIED MALE SPEAKER: Okay.

6 UNIDENTIFIED MALE SPEAKER: What's the Colorado River
7 water's level right now? I mean, is it --

8 UNIDENTIFIED MALE SPEAKER: TDS?

9 UNIDENTIFIED MALE SPEAKER: Yeah, is it above --

10

11 (Cross-talk. Multiple Speakers.)

12 UNIDENTIFIED MALE SPEAKER: 800. So it's twice what
13 we can use in the overall basin, essentially.

14 UNIDENTIFIED MALE SPEAKER: And it's great you can
15 drink it, but as soon as you flush it in the toilet, it's
16 recycled water.

17 UNIDENTIFIED MALE SPEAKER: Exactly.

18 UNIDENTIFIED MALE SPEAKER: So that's (unintelligible)
19 discharge and then on the recharge (unintelligible) I'm
20 unclear (unintelligible).

21 UNIDENTIFIED MALE SPEAKER: Okay.

22 UNIDENTIFIED MALE SPEAKER: What the cost
23 (unintelligible).

24 UNIDENTIFIED MALE SPEAKER: Right. Right. Well,
25 yeah. Definitely. I guess I was thinking

1 (unintelligible) cheap (unintelligible).

2 UNIDENTIFIED FEMALE SPEAKER: So what does it mean for
3 water quality; right?

4 We already talked about the successes of PE 3,
5 the desalter. We talked about the successes of PE 5, the
6 expansion of recycle water recharge, which was enabled by
7 this PE that really -- what -- so what does that mean for
8 water quality in the basin?

9 And so we need to think about it as a salt water
10 budget, so what's coming in and what's going out in terms
11 of salt loading.

12 And so this chart here, the time history chart of
13 pumping from the desalter well with the bars, and then the
14 dotted lines are the cumulative export of salt in TDS and
15 nitrate.

16 And so far, the cumulative export of TDS, for
17 example, has been 775,000 tons of -- of water that is
18 being pumped out with high TDS and then treated, so it's
19 being taken out of the basin.

20 So in terms of the balance, we need to look at
21 what's being loaded into the basin. So this is the time
22 history chart from 2004 to 2022. It shows the TDS loading
23 in the pink bars at the top and the export in the blue
24 bars at the bottom.

25 And if there's one thing that you need to

1 remember from this whole PE presentation, PE 7
2 presentation, is that red line, which is the cumulative
3 net TDS loading. And it's 175,000 net export -- tons of
4 salt net export.

5 So if that line would have been (unintelligible)
6 zero, it would have still been a benefit, but we've
7 actually been taking -- net taking out salt from the
8 (unintelligible).

9 UNIDENTIFIED MALE SPEAKER: So this chart, to me, is a
10 chart of absolute, total validation of success for the
11 program. It shows that the program allowed us to put more
12 salt in the basin.

13 UNIDENTIFIED MALE SPEAKER: Yeah.

14 UNIDENTIFIED MALE SPEAKER: And the programs that we
15 committed to not only take that out, but they take more
16 out of the basin, cleaning it up. This is also in your
17 handout. This is, to me, an absolute success to the
18 region.

19 I'm crazy about this chart because it makes the
20 Regional Board feel really good about (unintelligible).
21 It's unbelievable.

22 It doesn't include all the salt loading in the
23 basin, but it includes the salt loading as a result of our
24 management and how we're actually behaving better than.

25 UNIDENTIFIED FEMALE SPEAKER: So it's the salt loading

1 related to our maximum benefit effort.

2 UNIDENTIFIED MALE SPEAKER: (Unintelligible) right.

3 UNIDENTIFIED FEMALE SPEAKER: So the bars are -- the
4 bars are by quarter, and then the cumulative overall.

5 UNIDENTIFIED MALE SPEAKER: The red line you read off
6 the right (unintelligible).

7 UNIDENTIFIED MALE SPEAKER: Got it.

8 UNIDENTIFIED FEMALE SPEAKER: And part of the
9 (unintelligible) benefit demonstration requires an
10 analysis of economic benefit. And so this was reviewed,
11 again, recently in 2018. And the net present value of
12 implementing maximum benefit is over \$600 million.

13 So just wanted to bring that up.

14 And last, but definitely not least, from my
15 presentation is PE 6. So PE 7 had to do with all the salt
16 and nutrients in the basin. PE 6 is really about all
17 other water quality issues or concerns. And it's to
18 develop and implement cooperative programs with the
19 Regional Board and other agencies to improve basin
20 management.

21 And since the completion of the OBMP, there was a
22 water quality meeting that was convened that identified
23 responsible parties for point source contamination
24 (unintelligible) and Chino Airport plume. And those
25 plumes are actually now implementing remediation action

1 using the Chino Basin desalters in coordination with the
2 (unintelligible).

3 So again, the beauty of this plan is how
4 everything is just really integrated and enhances and
5 improves on each other -- or on each of the program
6 elements.

7 So I'll talk about water quality more, but I know
8 we're a little bit short on time.

9 So just an overview of everything that Andy and I
10 have talked about: PE 3, 5, 6 and 7. We're going to do
11 our -- our slide of responsibilities now.

12 So for these PE's, Watermaster staff
13 responsibilities and contributions include convening the
14 water quality committee, preparing plume status reports
15 and developing our maximum benefit annual reports.

16 The parties' contributions and responsibilities
17 are providing (unintelligible) assistance and ongoing
18 oversight, participating in the water quality committee
19 and funding (unintelligible) mentioned in all of the PEs
20 so far.

21 And for the Board responsibilities, it's really
22 the implementation of the Peace II Agreement.

23 UNIDENTIFIED MALE SPEAKER: Any questions of these?

24 While Garret's coming up to talk a little bit
25 about storage, any questions?

1 UNIDENTIFIED MALE SPEAKER: Thank you.

2 UNIDENTIFIED MALE SPEAKER: Peter, the follow-up on
3 Scott's comment about Colorado River water and looking at
4 the net export of salts on this graph, does that give us
5 any --

6

7 (Cross-talk. Multiple Speakers.)

8 UNIDENTIFIED MALE SPEAKER: Possibly. Possible.

9 UNIDENTIFIED MALE SPEAKER: I mean, a lot of us have
10 talked about it at the retail level is if we were to lose
11 the Rialto feeder, earthquake, whatever, and it's nine
12 months to get it back online or something, it just would
13 be nice, not even as a primary tool, but as a backup.

14

15 (Cross-talk. Multiple Speakers.)

16 UNIDENTIFIED MALE SPEAKER: They're getting ready to
17 reline that, aren't they?

18 UNIDENTIFIED MALE SPEAKER: Yeah, they are.

19 UNIDENTIFIED MALE SPEAKER: So they're going to be
20 shutting it down incrementally over time.

21 UNIDENTIFIED MALE SPEAKER: The overall numbers on the
22 basin are not dropping, still marching closer
23 (unintelligible).

24 UNIDENTIFIED MALE SPEAKER: Yeah.

25 UNIDENTIFIED MALE SPEAKER: So that could be a

1 short-term one-time solution, but not a long-term. That's
2 something we could definitely look at as we move forward
3 (unintelligible) basin on the next one.

4 UNIDENTIFIED MALE SPEAKER: Yeah.

5 UNIDENTIFIED MALE SPEAKER: So the plan is, do we
6 continue -- and we're just about to finish program
7 elements 8 and 9. We'll go back to program element 1, and
8 we'll have completed the review of the OBMP in the
9 (unintelligible) years.

10 And I invite people to go ahead and --

11 Jim, your sense, do we need a break right now or
12 how are people feeling?

13 UNIDENTIFIED MALE SPEAKER: Well, is everybody -- are
14 we all agreeable to a working lunch?

15 UNIDENTIFIED MALE SPEAKER: Sure.

16 UNIDENTIFIED MALE SPEAKER: Okay. So how about
17 whatever time you think appropriate for us to break for
18 lunch, we'll continue, break for lunch. Then we'll gather
19 our lunch up, reassemble in the other room. And when we
20 get together, we'll start a working lunch.

21

22 (Cross-talk. Multiple Speakers.)

23 UNIDENTIFIED MALE SPEAKER: No, no. We eat after.

24 UNIDENTIFIED MALE SPEAKER: We could bring lunch here
25 and finish our workshop through lunch.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(Cross-talk. Multiple Speakers.)

UNIDENTIFIED MALE SPEAKER: Good idea, Chair.

UNIDENTIFIED MALE SPEAKER: I have a better idea, why don't we --

(Cross-talk. Multiple Speakers.)

UNIDENTIFIED MALE SPEAKER: That's an alternate motion. That's an alternate motion.

UNIDENTIFIED MALE SPEAKER: You are very smart and very --

UNIDENTIFIED MALE SPEAKER: Oh, yeah. I've been married 34 years. I adapt very quickly.

UNIDENTIFIED MALE SPEAKER: You adapt --

UNIDENTIFIED MALE SPEAKER: May I amend the motion?

UNIDENTIFIED MALE SPEAKER: I'd like to amend the motion.

UNIDENTIFIED MALE SPEAKER: Me too.

UNIDENTIFIED MALE SPEAKER: (Unintelligible) Garret will walk us through program element 8 and 9.

UNIDENTIFIED MALE SPEAKER: Now let's talk about storage.

So when the party produces less than its production right, they can put that -- the store that -- the pumping that they didn't -- below their right, they

1 could put that extra water into a storage account.

2 And I don't need to tell you how valuable stored
3 water is, especially today. So this -- this next program,
4 element 8, grew out of a concern to protect the storage in
5 the Chino Basin.

6 As Mark mentioned in the beginning of this, in
7 the late '90s, there was a concern over the potential
8 storage loss of water that's in storage accounts. That's
9 the physical storage lots as water escapes from the Chino
10 basin into the Santa Ana River, and so this prompted the
11 development of PE 8, which is to develop and implement
12 groundwater a storage management program.

13 So this -- this includes a couple -- a couple
14 facets. The first of which is to implement and
15 periodic -- periodically update storage management program
16 and the storage management plan.

17 So this -- this is an overall plan to provide
18 guidelines to protect storage and manage storage. This is
19 meant to prevent overdraft when water is drawn out of
20 storage, to protect water quality, to ensure equity among
21 the parties and facilitate storage and recovery programs
22 which feeds into PE 9, which I'll talk about next.

23 PE 8 also defines a safe storage capacity, which
24 is a term you might be familiar with that we've talked
25 about recently over the past few years. It's the managed

1 storage available for use by the party.

2 So when -- when the parties collectively --
3 collectively store water over time, especially as we've
4 seen after the year -- after 2000, that the storage
5 accounts have collectively increased, and Watermaster must
6 determine that -- that the storage can be safely -- safely
7 built up to beneath a certain limit and that we need to
8 have the technical backing and understanding to make sure
9 that water can be stored -- water can be safely stored in
10 the Chino Basin.

11 PE 8 also provides for a periodic recalculation
12 of the safe yield. As we've talked about today,
13 conditions in the Chino Basin have changed over time and
14 that's necessitated a recalculation of the safe yield to
15 understand the effects of those changed conditions and the
16 updated projections of future conditions in the basin.

17 PE 9 is -- was developed to enable storage and
18 recovery programs. And so this recognizes the asset that
19 the Chino Basin is, a regional asset that can benefit all
20 the parties to allow storage and recovery programs that
21 will provide mutual benefits to the parties, but they
22 must -- they must be -- they must be looked at to ensure
23 that the Chino Basin water and storage capacity are put to
24 maximum beneficial use while not causing any material
25 physical injury.

1 Finally, the storage and recovery programs must
2 comply with the storage management plan to make sure that
3 they're -- this is -- these storage and recovery programs
4 are equitable among the parties.

5 The Peace Agreement describes Watermaster's
6 obligations to facilitate these storage and recovery
7 programs.

8 UNIDENTIFIED MALE SPEAKER: These are programs they
9 can do, they don't need to do?

10 UNIDENTIFIED MALE SPEAKER: Right. So it provides a
11 framework for any other -- any parties or other entities
12 to develop storage and recovery programs in the basin, so
13 it's not -- there's no obligation to that.

14 PEs 8 and 9 have had a couple major successes
15 over the past 20 years.

16 First, there's been over 600,000 acre-feet of
17 water that's accrued to the local storage accounts of all
18 the parties.

19 PEs 8 and 9 have led to the facilitation of
20 technical investigations to ensure sound management of
21 storage in the Chino Basin consistent with the judgment.

22 This led to establishing a plan to regularly
23 recompute the safe yield. As you likely know, the safe
24 yield has been recomputed for the period of 2011 through
25 2020, and most recently, the period for 2021 through 2030.

1 In response to the concerns over storage loss,
2 storage losses, and some of the strength of some of the
3 data that was collected and continues to be collected over
4 the years since the OBMP has been implemented has provided
5 enough information to defensibly recalculate the loss rate
6 of water in managed (unintelligible) accounts, and that's
7 been applied to the assessment packages and stored water
8 accounts over the years.

9 PEs 8 and 9 have also provided flexibility to the
10 parties' use of storage to benefit the parties and the
11 basin. It's established -- it's established a safe
12 storage capacity to allow parties to cumulatively store
13 significant amounts of water in the basin, which was most
14 recently increased in 2021. What we all know is the local
15 storage limitation exclusion or skinny storage. And this
16 also -- PEs 8 and 9 also facilitated the development of
17 the 2018 storage framework investigation and the 2020
18 storage management plan.

19 To demonstrate the success of PE 8 to increase
20 the safe storage capacity, I wanted to show here a chart
21 of the total storage accounts for the Chino Basin parties
22 by fiscal year. So this goes from 2001 through 2020.

23 And you can see over time that the parties
24 collectively stored water in various accounts that you can
25 see by the colors here, but this -- the amount -- the

1 balance of stored accounts has increased over the past
2 20 years.

3 And originally, as you can see in the blue line,
4 the safe storage capacity was set at 500,000 acre-feet.
5 There was an addendum to that safe storage capacity, and
6 that was passed in 2017, that increased the safe storage
7 capacity to 600,000.

8 And then in 2021, the local storage limitation
9 solution was -- was approved to increase the safe storage
10 capacity up to 700,00, which provides for more flexibility
11 for the parties to be able to store -- store more water to
12 weather any -- any more droughts or uncertainty in
13 imported water, but probably just to provide flexibility
14 in optimizing their own water supplies to meet their
15 demands.

16 And then all the way at the top, I show that the
17 maximum storage analyzed by the storage framework
18 investigation.

19 The storage framework investigation, which I'll
20 explain a little bit in a moment, was a broad study to
21 look at the effects of increasing storage and recovery
22 programs up to 300,000 acre-feet above the maximum
23 projected use of local storage by the parties.

24 And so that -- that's the 300,000 acre-feet above
25 that 700,00 number.

1 The storage framework investigation, like I
2 mentioned, looks at the three progressively larger storage
3 and recovery programs and looked at those impacts to the
4 Chino Basin.

5 As you can see here, the black line shows the
6 projected use of local storage by the parties as projected
7 in the storage framework investigation, and then each of
8 the different colored charts on top of that show the
9 various sizes of storage and recovery programs that were
10 simulated in the storage framework investigation.

11 The upslope of each of these cycles is when water
12 is recharged and put into storage, and the downslopes of
13 each of these show when water is being recovered or pumped
14 out of the basin.

15 And so the storage and framework investigation,
16 we -- we looked at different -- we looked at different
17 scenarios and different ways that you could physically
18 recharge and recover these amounts of water in the basin,
19 and it provided a holistic understanding of potential
20 impacts of storage and recovery -- of storage and recovery
21 programs to the Chino Basin.

22 One of the strengths of PE 8 and 9 that really
23 ties it into some of the other program elements that we've
24 looked at today is that we've been able to look at the
25 impacts of the storage and recovery programs on any aspect

1 of material physical injury.

2 So we looked at -- we look at land subsidence, we
3 look at water quality, we look at pumping sustainability.
4 We look at them in a systematic manner.

5 As we show here, this is from the 2020 safe yield
6 recalculation report, is we -- we developed a systematic
7 way to look at the potential effect of pumping at a
8 specific safe yield on pumping sustainability.

9 So it gives us a way to show -- to evaluate the
10 impacts of pumping at a specific safe yield and determine
11 the extent of potential material physical injury.

12 So this shows in -- the blue areas of the basin
13 are areas over time that are projected to not have pumping
14 sustainability challenges. And the areas in red show
15 areas that may be projected to experience pumping
16 sustainability challenges in the future. And this goes
17 from 2018, in the upper left corner, to 2015 in the bottom
18 right corner.

19 This holistic framework allows us to look at not
20 just the safe yield recalculation or the storage framework
21 investigation, but allows us to systematically evaluate
22 other storage and recovery programs to provide a clear way
23 to evaluate these and determine any potential mitigation
24 actions that might be necessary.

25 Now, to wrap up with some staff and board

1 responsibilities for PEs 8 and 9.

2 Watermaster staff needs to develop and implement
3 the storage management plan and storage and recovery
4 program storage agreements with parties and other
5 stakeholders.

6 If necessary, Watermaster staff needs to -- must
7 enforce actions or to mitigate adverse impacts or
8 potential material physical injury due to storage and
9 recovery programs, and then periodically recalculate the
10 safe yield.

11 Similar to some of the other program elements,
12 the parties provide advice, assistance and ongoing
13 oversight. They provide some helpful technical peer
14 review during this process for the safe yield
15 recalculation, for example. There's significant peer
16 review during the whole process, and the parties generally
17 provide some technical peer review that is very helpful in
18 making that a process that benefits everybody. And then
19 providing some additional funding. The parties provide
20 additional funding for some of this work.

21 And for the responsibility of you all on the
22 board, these are to approve various storage and recovery
23 applications, adopt resolutions to change safe storage
24 capacity, as was done for the local storage limitation
25 solution, adopting the storage management plan, and then

1 if and when the storage loss rate is updated, to adopt
2 that as well.

3 That covers PE 8 and 9. I'm happy to take any
4 questions.

5 UNIDENTIFIED MALE SPEAKER: Very good.

6 Any questions?

7 Okay. Thank you very much.

8 UNIDENTIFIED MALE SPEAKER: Thank you, Garret.

9 And as promised, all this -- all these efforts
10 are sustained by the information and the data that we
11 gathered in collaboration, of course, of West Yost and all
12 the entities that provided us with data. And that is
13 program element 1. And we have Alonzo and David, our
14 senior field operation specialists, who are going to talk
15 about program element 1.

16 UNIDENTIFIED MALE SPEAKER: Thank you.

17 Good afternoon. I was going to say good morning,
18 but --

19 UNIDENTIFIED MALE SPEAKER: Morning somewhere.

20 UNIDENTIFIED MALE SPEAKER: Hawaii.

21 UNIDENTIFIED MALE SPEAKER: Actually, right now.

22 UNIDENTIFIED MALE SPEAKER: (Unintelligible) Hawaii.

23 Oh, wow.

24 UNIDENTIFIED MALE SPEAKER: Program element 1 is to
25 develop and implement a comprehensive monitoring program.

1 So that tasked Watermaster with collecting data and
2 information that's necessary to support the implementation
3 of all the other OBMP programming (unintelligible) mention
4 and also satisfy other regulations and Watermaster
5 obligations under its agreement, court order and CEQA.

6 Under PE 1, it's basically water programs. And
7 we have to monitor groundwater levels, groundwater
8 quality, groundwater production, groundwater levels,
9 surface water discharge and quality, including
10 (unintelligible) and also all construction and
11 (unintelligible).

12 So some of the staff meetings (unintelligible)
13 some of the data that's collected. And the data collected
14 for the OBMP is a regional effort between partnering
15 agencies and, of course, you know, stakeholders.

16 So I'm going to give you some numbers for
17 groundwater level (unintelligible) 1,150 well sites. We
18 collect water levels there.

19 We're -- groundwater quality, we visit 800 well
20 sites and collect water samples from 800 well sites. And
21 then as far as production, we go to over (unintelligible).
22 Ground level, some of the data that's collected is
23 (unintelligible) as I mentioned will be three
24 extensometers, which are located at the basin. And then
25 we also use the InSar system, the radar system. And then

1 there's also benchmark monuments out there that are used
2 in traditional surveying for ground level.

3 Also, surface water discharge quality, two sites
4 down on the Santa Ana River. We have the -- also collect
5 data from PBHSC, the committee. And then additionally,
6 our sources include a waste water and a storm water
7 discharge.

8 And the other data collected is well construction
9 of new sites (unintelligible).

10 UNIDENTIFIED MALE SPEAKER: So this table, we have a
11 comparison of the data we collected from the initial OBMP
12 versus now.

13 Back in the OBMP 2000 initial survey, it asked
14 for groundwater level from 500 wells, groundwater quality
15 from 600 wells, and groundwater production from 600 wells.

16 And fast forward to now, we can see the
17 groundwater level and groundwater quality in wells have
18 increased, but the groundwater production from wells have
19 decreased, and that's due to the decline in the well -- in
20 the agricultural (unintelligible).

21 UNIDENTIFIED MALE SPEAKER: So our monitoring
22 equipment, which have been mentioned, we just want to
23 share some of the equipment we use out in the field.

24 For water levels we use the (unintelligible)
25 familiar with this. We utilize it to collect the manual

1 water level. Essentially, it's a large tape measure and
2 what it does, it gives us an audible sound when we've
3 reached the depth to water. And we drop it down
4 (unintelligible) or the top of the well casing. So that's
5 going to collect the manual water level.

6 Also, another equipment we use is the transducer,
7 which is this item here. This is -- essentially, it sits
8 in the inside of the well and it collects readings every
9 15 minutes and it logs them. We download this information
10 every quarter, which is every three months.

11 And the great part about this is it communicates
12 to a tablet, so it's bluetooth. So it makes it a lot
13 easier. We don't have to set up a laptop, a lot of water.
14 So that makes it super easy.

15 Another equipment we utilize to collect water
16 samples is this sampling system here. This is from
17 institute. We tap into the well. We have to make sure
18 it's pumping. And we collect live readings of the
19 current -- which represent the current condition of the,
20 like, pH TDS of the well site. And once we -- the
21 readings are stabilized, we -- the water sample, we want
22 to make sure we're getting an accurate representation of
23 that water at that specific location.

24 Also, it's a process of -- which I haven't
25 mentioned, is the InSar system and then, of course, we

1 have the extensometers out there, which are used to
2 monitor the ground level when we have changes and stuff.

3 Thank you.

4 UNIDENTIFIED MALE SPEAKER: All right.

5 UNIDENTIFIED MALE SPEAKER: Thank you, Alonzo, David.

6 So I don't think you got an idea of the complex
7 management of the basin and all the moving parts and all
8 the -- the -- the cooperation that has to go on to get
9 this basin where it is now.

10 It is not only Watermaster or West Yost, it's us
11 with the cooperation with every -- of the parties. They
12 provide data, they provide funding, they provide technical
13 consultants. So it's -- it's a -- it's a big effort.

14 And it is a big effort that also comes with
15 benefits. And I'm going to talk about the cost and
16 benefits. I want to thank Steve, who prompted the
17 creation of these slides. You've seen them -- you've seen
18 them before.

19 So these slides basically show what are the costs
20 of implementing all these program elements and the
21 benefits.

22 And I just want to start with this first one.

23 If you didn't have the Chino Basin and you had to
24 serve your (unintelligible) your first alternative water
25 is Metropolitan. And this shows the trend of the cost of

1 bringing Metropolitan water to the Chino Basin, treating
2 it and serving it compared to the cost of serving Chino
3 Basin groundwater.

4 Many (unintelligible) here, but the top one, tier
5 1 (unintelligible) treated. The one in the middle is
6 Chino Basin assessments plus production and treatment
7 cost. Okay.

8 So your first alternative water is still a lot
9 more expensive than your local Chino Basin water. Some of
10 the costs of implementing all these program elements,
11 particularly those related to the installation and
12 operation of the desalters.

13 So together, the desalters, it cost the parties a
14 little bit more than \$300 million. A lot of these costs
15 were offsets, offset by grants. So the real investment
16 from the parties was about \$150 million.

17 Operation of the desalters also came with
18 desalter replenishment obligation. That is water that has
19 to be recharged to replenish that of the (unintelligible)
20 pumping.

21 Some of these desalter replenishment obligation
22 was also offset by reoperation of the basin or, as was
23 mentioned, the court-approved managed overdraft to the
24 basin reoperation.

25 We collect assessments, which are separate from

1 the judgment administration (unintelligible) OBMP's
2 specific assessment, and that is the value of those
3 assessment collected since 2000.

4 So in total with grants and offsets and all that,
5 the parties' investment to implement the OBMP has been a
6 little bit more than \$300 million.

7 Now let's look at the other side's benefit.
8 You've heard a lot of about recharge, use of recycled
9 water, avoided litigation and all that. So let's look at
10 that.

11 First, how much water we have been keeping in the
12 basin and not letting it go out to the Santa Ana River,
13 that's the value of the avoided storage loss. The
14 reoperation of water was water that was treated and served
15 to customers due to reop.

16 Carol mentioned the value of the recycled water
17 that we have been able to store in the Chino Basin, and
18 that is that line over there. And all in all, these
19 benefits combined to more than \$500 million. These
20 numbers support -- will increase as water is getting
21 value.

22 The balance of this, about \$198 million, about
23 \$200 million in net benefits from implementing the OBMP.
24 And these benefits do not account for other benefits that
25 I didn't include in these calculations like the transfers

1 of water between parties that have been able to occur due
2 to the implementation of the Peace Agreement, cumulatively
3 about 800,000 acre-feet.

4 The water that has been produced by the CBA and
5 served to customers, which is about half a million
6 acre-feet.

7 Cumulative recharge of water -- remember, we're
8 able to bring imported water without mitigation into the
9 basin -- about half a million acre-feet of water.

10 Avoided conflict between the parties and with
11 downstream and upstream partners due to water quality,
12 avoided conflict due to land subsidence, the improved
13 resiliency to drought in this basin, and the management
14 and arrest of land subsidence in management zone 1.

15 So I just wanted to give you a little bit of
16 perspective on the tremendous resource that we have been
17 able to manage corporately here in the Chino Basin.

18 You probably are familiar with the project of the
19 site's reservoir. And Garret talked about storage, so I'm
20 going to be talking about storage in the Chino Basin as
21 compared to an alternative, which is surface storage.

22 Sites Reservoir, which is a project of surface
23 storage in the Central Valley, which is estimated to be --
24 could cost about \$5.2 million when constructed. It's able
25 to get 1.5 million acre-feet of water in storage due to

1 surface storage as compared to the Chino Basin, which is
2 able to, up to now, store 700,000 acre-feet of water. We
3 have studied these up to a million. And implementation of
4 the OBMP, which is calculated at about 3 --
5 \$150 million -- which is shown in the small bar -- as
6 compared to building surface storage like the Sites
7 reservoir.

8 So just to -- just to give you a little bit of
9 perspective of the tremendous resource that we have and we
10 have been able to manage it so that we can have up to --
11 if we wanted, up to a million acre-feet of storage in the
12 basin or a very minimum investment -- investment for
13 implementation.

14 So this concludes. The benefits. I don't know
15 if you have any questions (unintelligible) Mark.

16 UNIDENTIFIED MALE SPEAKER: You guys shouldn't have
17 questions.

18 UNIDENTIFIED MALE SPEAKER: Of all people.

19

20 (Cross-talk. Multiple Speakers.)

21 UNIDENTIFIED MALE SPEAKER: I don't have any questions
22 about the slide, I have a question about what's not there.

23 So when we go back to -- at some point -- I just
24 can't remember -- we did a socioeconomic -- so these are
25 like -- these are the water supply benefits that have the

1 subsequent multiplier, which are what are the benefits to
2 the community as a result of these projects.

3 Sustainable development, economic development.
4 And I'm just curious whether there is anything more recent
5 than David's work back in '7, '9, something like that,
6 where he looked at the -- the economic benefits of all of
7 this -- the indirect benefits, I guess; right?

8 Got to be a lot.

9 UNIDENTIFIED MALE SPEAKER: Got to be a lot.

10 UNIDENTIFIED MALE SPEAKER: Got to be a lot.

11 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

12 UNIDENTIFIED MALE SPEAKER: There's a guy named John
13 Musing (phonetic) who -- you know. Anyway, I just -- I
14 think that would be a fascinating number.

15 UNIDENTIFIED MALE SPEAKER: Okay.

16 UNIDENTIFIED MALE SPEAKER: I've never seen this
17 before (unintelligible) I'm looking at, I'm saying what's
18 the (unintelligible).

19 UNIDENTIFIED MALE SPEAKER: In this -- in this one?

20 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

21 UNIDENTIFIED MALE SPEAKER: The avoided cost of?

22 UNIDENTIFIED MALE SPEAKER: Desalting waste water.

23 UNIDENTIFIED MALE SPEAKER: Right.

24 UNIDENTIFIED MALE SPEAKER: It is not included there.

25 UNIDENTIFIED MALE SPEAKER: Your desalter

1 (unintelligible).

2 UNIDENTIFIED MALE SPEAKER: Yeah, I --

3 UNIDENTIFIED MALE SPEAKER: (Unintelligible) some kind
4 of --

5 UNIDENTIFIED MALE SPEAKER: I did not account for
6 that.

7 UNIDENTIFIED MALE SPEAKER: There's a number there.

8 UNIDENTIFIED MALE SPEAKER: Yes.

9 UNIDENTIFIED MALE SPEAKER: I think it's in the 600
10 million; right? Yeah, 600 million. But that 600 was not
11 accounted in the -- in the (unintelligible) we can
12 probably add it, but --

13 UNIDENTIFIED MALE SPEAKER: (Unintelligible) big
14 number.

15 UNIDENTIFIED MALE SPEAKER: Big number.

16 UNIDENTIFIED MALE SPEAKER: So any -- any other -- any
17 question on the cost benefits? Any questions on the
18 program elements?

19 And if not, we're going to transition to the
20 working lunch. And the working lunch, we're going to
21 start with a discussion where -- we're compressing a
22 little bit of what we planned to do. We planned to do a
23 breakout, but we can talk this through maybe in the first
24 five, ten minutes of the lunch. Wanted to give some
25 thought -- we spent three hours discussing how the OBMP

1 came about, implementation of the OBMP, the benefits of
2 the OBMP.

3 So would love to hear some conversation among
4 everyone who's participating, board members and others,
5 what do you think Chino Basin would look like without the
6 cooperative (unintelligible) of management?

7 So for that, I mean, we don't want to get too
8 wild and crazy, but we do have a series of prompts. We
9 have questions that you can think about. Those are up on
10 the chart right there. They're also part of your handout.

11 But first, maybe we can take ten minutes,
12 everybody have a chance to stretch your legs, get lunch
13 and come back here. And then we'll jump into what would
14 it look like before we talk about the 2020 OBMP.

15 UNIDENTIFIED MALE SPEAKER: Take a ten-minute recess
16 (unintelligible).

17 UNIDENTIFIED MALE SPEAKER: Thank you. Thank you.

18 (Recess taken.)

19 UNIDENTIFIED MALE SPEAKER: Have your attention. It
20 looks like we're -- we're back, assembled. We're enjoying
21 a beautiful lunch.

22 Thank you, Peter and Staff. Thank you. It's a
23 very, very nice lunch.

24 UNIDENTIFIED MALE SPEAKER: Good choice.

25 UNIDENTIFIED MALE SPEAKER: What we're going to do

1 now, we're going to have the working lunch.

2 I'll turn it over Peter, but what I want to ask
3 all of you -- and Peter will again -- there's just a
4 question: What would the Chino Basin look like without
5 the cooperative management, the OBMP that we have?

6 And remember, my simple way to put it, the court
7 ordered Watermaster to manage the basin, but this is our
8 plan. This is Mark and staff, this is what we came up
9 with, how to manage the basin.

10 So what do you think it would look like --
11 there's a number of questions right there -- if we didn't
12 have this? And by way of that question, obviously, we can
13 assign real value to what we're actually doing.

14 With that, Peter, I'll turn it over to you.

15 UNIDENTIFIED MALE SPEAKER: Well, you know, this is --
16 we're hoping to spend maybe ten minutes, maybe 15 at most,
17 getting some thoughts from board members and all the --
18 all the participants of the workshop.

19 Kind of thoughts about that, you know, what
20 you've heard that's happened in the last 20 years, that --
21 the effects of that, the benefits of that.

22 And so we've listed some dimensions where we
23 think things could have been different and would like to
24 see -- let me see. There's a board member that has not
25 taken a bite recently. Looks like Mr. Pierson is not

1 chewing so maybe some thoughts from you, Jeff, as to what
2 do you think it would look like if we rewind back to the
3 year 2000 if we didn't have the OBMP. What would things
4 look like today whether it's water management, whether
5 it's safe yield, water quality, economic growth?

6 UNIDENTIFIED MALE SPEAKER: I can use one word.

7 UNIDENTIFIED MALE SPEAKER: All right.

8 UNIDENTIFIED MALE SPEAKER: Chaos.

9 UNIDENTIFIED MALE SPEAKER: Organized chaos.

10 UNIDENTIFIED MALE SPEAKER: No. Unorganized chaos.

11 No, it would go back to be the days of
12 Shoenberger, Delotch (phonetic), Teal asking me: Why in
13 the hell am I in or even wanting to be in the meeting of
14 the advice group. You know, that's because I was
15 (unintelligible) but no, I -- I think we'd be
16 overdrafting, we'd be, you know, arguing about who is
17 creating the problems of subsidence. You know, it --
18 it's -- really would be unorganized chaos. I don't
19 think -- you know, as difficult as it is today, it would
20 be exponentially worse if we wouldn't have had the
21 requirement to come up with an OBMP, the management by a
22 board.

23 You know, we have a -- Chino Basin Municipal at
24 the time, we were just an afterthought, you know. And Don
25 Peters was a good guy and Kathy, his helper, but Chino

1 Basin didn't care about Watermaster.

2 So our evolution has really benefited, I think,
3 all the stakeholders in this basin.

4 UNIDENTIFIED MALE SPEAKER: Thank you.

5 So let me maybe tap somebody with -- so I would
6 say this: The alternative to the way things went was the
7 State of California (unintelligible) let's -- let's -- I
8 mean, we don't have to recount --

9 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

10 UNIDENTIFIED MALE SPEAKER: -- many, many, many things
11 that the bureaucrats within our state messed up, just
12 (unintelligible) all kinds of things that (unintelligible)
13 so you would not have had the development that you've seen
14 in Fontana, Rancho, Chino hills, Ontario, Chino, maybe
15 (unintelligible) you wouldn't have had it because you
16 wouldn't have the water because it would have been
17 mismanaged by the bureaucrats of the state who don't give
18 a hoot. And they don't -- they want to keep their jobs,
19 so they spend money developing.

20 So for whatever it's worth, for all the
21 infighting probably a lot better than what the alternative
22 likely would have been, which is problems. Ayala Park
23 might have fallen into a sinkhole for all we know.

24 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

25 UNIDENTIFIED MALE SPEAKER: (Unintelligible) maybe a

1 lot of fighting (unintelligible) better than relying on
2 bureaucrats (unintelligible).

3 UNIDENTIFIED MALE SPEAKER: I think another thing that
4 we would see is a much larger burden on the judicial
5 system. More employed lawyers, more judges with more to
6 do -- or fewer judges with more to do. But I really do
7 think we would be in court more than we are today.

8 Right, I agree. I think we would be under the
9 jurisdiction of the state board, not the local
10 Watermaster.

11 UNIDENTIFIED MALE SPEAKER: Yeah (unintelligible)
12 2000? Was that the date?

13 UNIDENTIFIED MALE SPEAKER: Yeah. June 1, 2000. They
14 gave us six days.

15 No, I'm -- we moved the deadline by six days only
16 because we couldn't get to the court on June 1st.

17 UNIDENTIFIED MALE SPEAKER: Any thoughts about --
18 Chris, yeah.

19 UNIDENTIFIED MALE SPEAKER: From a retail perspective,
20 I would guess that our water rates would be doubled
21 probably what they are now with the -- at the ability
22 (unintelligible) common interest amongst all of us at the
23 regional facility. And we never would have got the grants
24 (unintelligible) we'd all be struggling with
25 (unintelligible) during that period of time. Some of them

1 (unintelligible) the other water (unintelligible).

2 UNIDENTIFIED MALE SPEAKER: For me, it's hard to see
3 how under maybe DWR management that would have been the
4 extent of management and the storage (unintelligible)
5 which is a big contributor to (unintelligible).

6 UNIDENTIFIED MALE SPEAKER: Any thoughts about how
7 SGMA -- I mean, say theoretically it went to DWR in 2000
8 because Scott couldn't get the quote in six days.

9 UNIDENTIFIED MALE SPEAKER: He got (unintelligible).

10 UNIDENTIFIED MALE SPEAKER: (Unintelligible).

11 UNIDENTIFIED MALE SPEAKER: First (unintelligible).

12 UNIDENTIFIED MALE SPEAKER: Yeah. So let's say that
13 had happened. So (unintelligible) DWR is the Watermaster
14 and then some 17 years later, SGMA comes along.

15 What does (unintelligible) look like under SGMA?

16 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

17 UNIDENTIFIED MALE SPEAKER: Well, I mean, you can see
18 what's going on in the Central Valley. You've got
19 pictures literally and figuratively; right? You've got
20 some of the people (unintelligible) and then the breakaway
21 within the SGMA group. So it's -- it's not even close to
22 disorganized (unintelligible) so (unintelligible).

23 UNIDENTIFIED MALE SPEAKER: Towards -- just to get --
24 yeah. My perspective is (unintelligible) DWR
25 (unintelligible) it counts. All it does is count.

1 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

2 UNIDENTIFIED MALE SPEAKER: That's it. It only counts
3 (unintelligible) and it's not interested in finding
4 solutions to anything. It's counting. That's all it
5 does, it counts.

6 So if there's a deviation from the standard, it's
7 not permissible. So no basin where -- DWR, like central
8 (unintelligible) basin where it (unintelligible) and they
9 ultimately moved to remove them because all they did was
10 (unintelligible) and there wasn't any leadership.

11 Okay. So that's -- but SGMA, if you think about
12 it -- I'll ask Mark a question about have you ever seen
13 something forecasting. SGMA is intended to do -- take a
14 look at what the past activity has been and then develop a
15 forward plan over 20 years to put you on a pathway to
16 sustainability.

17 And there are very, very few places now that are
18 currently (unintelligible) that's not adjudicated and
19 they're on a 20-year program and at various levels of
20 success and allowed overdraft and undesirable result and
21 continued subsidence.

22 And (unintelligible) to this, but if you look at
23 what's going on with Central Valley along the canals and
24 aqueducts, there could be some of the largest litigation
25 in the history of California over apportion and

1 responsibility for the loss of those canals and aqueducts
2 and land subsidence.

3 And our firm did the GSP for (unintelligible) and
4 there is a curtailment of about 200,000 acre-feet in
5 annual supply being spread, so roughly from 550 to 350
6 (unintelligible) that. And nobody has the -- the
7 information, infrastructure, from my experience. I don't
8 think anybody (unintelligible) which was all made possible
9 by this.

10 Because the other thing is what DWR can't do is
11 (unintelligible) parties and say: Figure out an optimal
12 basin management strategy. It's counting. So there's
13 nobody to figure out: Okay. Going to do this program,
14 this program, this program, this program to create that
15 SGMA --

16 UNIDENTIFIED MALE SPEAKER: Yeah.

17 UNIDENTIFIED MALE SPEAKER: -- right?

18 That's what SGMA would do. But again,
19 nobody's -- nobody's got a -- their plans are the bird and
20 fail to implement and --

21 UNIDENTIFIED MALE SPEAKER: Did you see DWR
22 (unintelligible)?

23 UNIDENTIFIED MALE SPEAKER: No. Well, and -- and --
24 no. No, and because -- and I'm going to be opinionated,
25 DWR's risk-averse. They're not interested in doing

1 something which is -- you all can think about this.
2 What's the last water augmentation strategy that DWR
3 approved (unintelligible) you know; right?

4 I mean, so here we had a court who has to be able
5 to apply the law. Unfortunately, we made a good case
6 about what the law was and we have a (unintelligible) to
7 do it but -- a lot was made possible because people --
8 there was -- the inspirational part -- in my opinion, the
9 inspirational part what this basin did, it was -- it was
10 there was open negotiation and embracing risk and reward.
11 And -- and the group said: We're going to -- we're going
12 to go forward on a risk/reward basis to improve or
13 optimize as they defined it. And it's hard to get that,
14 really hard.

15 UNIDENTIFIED MALE SPEAKER: DWR (unintelligible) was
16 very reliant upon the State's Attorney General's office.
17 Would -- would be very interesting --

18 UNIDENTIFIED MALE SPEAKER: The state's vision -- the
19 state's vision is -- going back to misery, is how do
20 you -- how do you do more with less and -- and survive
21 with less. There's -- there's not much on the augmen- --
22 it's not like everybody's talking about new projects.
23 It's -- it's regulation. You see the governor's job,
24 person just resigned.

25 UNIDENTIFIED MALE SPEAKER: Yeah.

1 UNIDENTIFIED MALE SPEAKER: And -- and the allegations
2 are not at -- they didn't -- weren't doing projects, it
3 was that we weren't impressive enough on curtailing
4 (unintelligible) climate change should mean
5 (unintelligible) right? Doesn't mean climate change, we
6 should build more storage. That's state level. The
7 public policy is difficult to reconcile with providing
8 enough water for people who are here or people
9 (unintelligible).

10 UNIDENTIFIED MALE SPEAKER: It's also safe to say that
11 if you had seen a transition to DWR as the Watermaster,
12 you would have this (unintelligible) management authority
13 and it would have been far more difficult for the region
14 to apply for grants, to actually organize itself
15 (unintelligible) so I think that would have been
16 (unintelligible).

17 UNIDENTIFIED MALE SPEAKER: So before we transition --
18 Andy, yes.

19 UNIDENTIFIED MALE SPEAKER: Yeah.

20 UNIDENTIFIED MALE SPEAKER: Anyone else?

21 UNIDENTIFIED MALE SPEAKER: I'd like to add, you've
22 invested millions in your monitoring program and in the
23 groundwater and surface water models that have
24 (unintelligible) what that's done to you is include your
25 understanding of the resource that is -- that is the

1 basin.

2 And -- and you have the tools now to be able to
3 evaluate what's a good management idea, what's maybe not
4 so good. So you've set yourself up for the future as well
5 with the monitoring programs, with the computer simulation
6 models too. And I don't think you should forget that as
7 part of the (unintelligible) very important
8 (unintelligible) and what it would be like without those.
9 We just wouldn't be in this -- in this position for the
10 future.

11 UNIDENTIFIED MALE SPEAKER: Thank you, Andy.

12 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

13 UNIDENTIFIED FEMALE SPEAKER: Mark, can you scoot up a
14 little bit. The people online can't hear you.

15 UNIDENTIFIED MALE SPEAKER: Sure.

16 When we think about the alternative, talking
17 about when the DWR came in, maybe we're looking at
18 (unintelligible) you guys have learned to cooperate
19 (unintelligible) lot of money and do really good things
20 (unintelligible) tough right now (unintelligible) you have
21 the resources in place to do it.

22 So that's just my observations (unintelligible) I
23 think you know how (unintelligible).

24 UNIDENTIFIED MALE SPEAKER: Very good.

25 So with that in mind -- and I don't want to cut

1 anybody off if anybody else had comments to contribute.

2 We're going to move on to here we are now, recall
3 2020, 2019, about 20 years in the implementation of the
4 OBMP. Many things have been done, some things have yet to
5 be done, and we moved on with an update to the OBMP that
6 was created in 2000. That update effort resulted in the
7 2020 OBMP.

8 So we want to give you an overview of the OBMP
9 development -- the 2020 OBMP development process and
10 what's in it, and that will wrap up today's workshop.

11 Edgar.

12 UNIDENTIFIED MALE SPEAKER: Thank you, Peter.

13 So as Peter mentioned, we embarked
14 (unintelligible) updating the OBMP.

15 So why -- why did we do it?

16 Well, we looked at what we have accomplished and
17 the things that we're left to do, right.

18 So we realized that there were many areas of
19 opportunity there. Some of the goals -- all of the goals,
20 actually, were the same, but the Implementation Plan was
21 outdated, so that needed to be updated.

22 As was shown in our PE 1 presentation, we know
23 now a lot more about the basin because the monitoring and
24 data and modeling, so that improved information and
25 improved understanding needed to be reflected in our

1 planning document.

2 Now they are facing management -- management
3 challenges that were not present at the time that the OBMP
4 was developed. Those management challenges have to be
5 (unintelligible).

6 Our storage management plan was outdated. We had
7 a safe storage capacity of 500,000 acre-feet. We were
8 bumping up to 600,000 at the time that we started
9 developing the -- the OBMP.

10 Right now we have a safe storage capacity of
11 700,00. We can take it up to a million if -- if analyzed
12 correctly.

13 The needs and wants and also the issues of the
14 parties have changed and evolved, so we needed to include
15 those new needs and new -- new wants.

16 And updating the OBMP is the best way that we
17 know of to better utilize the Chino Basin as a resource
18 for the region.

19 How did this happen?

20 2019 we convened eight listening sessions. We
21 discussed everything from the current OBMP, the new
22 drivers, strengths and implications. These were things
23 that we identified as things that were changing, the
24 consequences to our own management of the basin. We
25 identified the issues, needs and wants from stakeholders

1 and whether or not the current OBMP goals reflected what
2 the parties' goals were. We identified the impediments to
3 achieve these -- these goals and how to remove them, and
4 what other activities we wanted to implement.

5 Apart from these eight listening sessions, we
6 also had four workshops that focused exclusively on
7 storage. And out of this process, two main documents came
8 out.

9 One was the Technical Memorandum 1, which was the
10 scoping report, and the Technical Memorandum 2, which was
11 the 2020 OBMP report.

12 Once these documents were out, several rounds of
13 comments and presentations to discuss the comments were
14 held.

15 During this process we actively sought input from
16 (unintelligible) you probably remember gathering in this
17 room once a month, talking about issues, needs and wants,
18 activities, comments, feedback. And all those comments
19 and all that feedback has been preserved in the 2020 OBMP
20 report.

21 In 2020, about summer 2020, we received more
22 comments, and then another round of comments were received
23 in September and again in October. The Watermaster board
24 ended up adopting the OBMP in October 2020.

25 So this is a general timeline of what I was just

1 telling you, the listening sessions when the reports went
2 out, comments received and all these things, so -- ending
3 in October 2020 with the consideration and adoption of the
4 2020 OBMP.

5 What is this 2020 OBMP? For that, we have Carol.
6 If you allow me just like -- sorry, I forgot about this.
7 I apologize.

8 So I (unintelligible) all of it with an existing
9 document already which was a 2000 OBMP. Four chapters in
10 the OBMP, we discussed them already, have led to the
11 development of the Implementation Plan. This
12 Implementation Plan was part of the Peace Agreement that
13 went to court, and all this OBMP was analyzed for
14 environmental impact.

15 How we went from -- how did we go from this to
16 the 2020 OBMP? Well, we started by scoping. We didn't
17 want to assume that the program elements would stay the
18 same. We -- we just went from -- from scratch to no
19 issues, needs and wants from the parties. And from those
20 issues, needs and wants, we identified activity that would
21 resolve those issues, needs and wants.

22 So activities A through L were identified. And
23 once we had all that input, we created the scoping report,
24 which was the first main document that came out of this
25 (unintelligible).

1 We took these activities and compared them with
2 the original program elements in the Implementation Plan
3 and we harmonized these activities with the existing
4 program elements. We realized that all these activities
5 could fit within the existing program elements.

6 Out of this exercise, we then created the OBMP
7 update report, which was adopted in 2020, and it had four
8 chapters just like its counterpart in 2000: An
9 introduction, discussion about the goals, how the
10 activities identified through the update map with the
11 existing program elements and, finally, the management
12 plan.

13 So this management plan is what will serve as the
14 basis for negotiation of an Implementation Plan, could
15 result in an amendment or a new Implementation Agreement,
16 and all these activities identified in the management plan
17 would have to, of course, be environmentally reviewed, go
18 through the environmental review process.

19 So now, Carol, I apologize. This is how it went.
20 And to talk about the content, Carol.

21 UNIDENTIFIED FEMALE SPEAKER: So David and Alonzo
22 (Unintelligible) so I brought OBMP's updated report.
23 And as I mentioned, we worked very hard together for over
24 a year to get this report to where the stakeholders wanted
25 the basin to go, which is in the next 20 years; right?

1 So I've already mentioned the outline
2 of the report including an introduction, which you pretty
3 much heard of today from all of the presentations that
4 you've listened to throughout the day.

5 It had -- the second chapter was the
6 2020 OBMP goals and activities. And then chapters 3 and 4
7 were -- I'm going to get into a little bit in the next
8 couple of slides -- but it was integrating the activities
9 with the program elements and then developing and
10 management.

11 So through the effort, as it happened
12 in the 2000 OBMP, and as Edgar mentioned for the 2020
13 OBMP, we were meeting with the stakeholders and asking
14 them: What are your issues? What are your needs? What
15 are your wants? Like, what is going on in the basin that
16 you want to address?

17 And we, the stakeholders, came up with
18 57 individual wants and needs for the basin, so it was a
19 short list, short wish list for what they wanted for the
20 basin for the next 20 years.

21 And in looking at those issues, needs
22 and wants, we realized that the 2000 OBMP goals were still
23 relevant. And if we look at them in (unintelligible)
24 water quality, these are, obviously, goals that still make
25 sense and will probably always make sense.

1 And so through this 57 wants and needs,
2 the parties identified the impediments to meeting those
3 needs and wants and together identified or defined
4 activities that could be implemented to remove those
5 impediments so that you could achieve your needs and
6 wants.

7 And so those became these seven
8 activities that are shown on the screen. I'm probably not
9 going to read all of them, but I can give you the gist of
10 them.

11 So Activity A had to do with the
12 recharge.

13 Activity B has to do with storage
14 programs.

15 Activity C, D has to do with the
16 regional conveyance

17 Activity D recycle water reuse.

18 Activity E, F, water quality management of the
19 basin.

20 Activity K, salt and nutrient
21 management of the basin.

22 And Activity L, appropriate amount of
23 monitoring and reporting.

24 So I don't know if this sounds familiar
25 at all from the last few hours of -- of conversation;

1 right?

2 So again, through the process, we
3 identified that the program elements were also still very
4 relevant and they were -- so that's -- that's the effort
5 that Edgar described as harmonizing the activities that
6 were developed through this process and the program
7 elements from the 2000 OBMP.

8 UNIDENTIFIED MALE SPEAKER: So before you go on,
9 Carol, I just want to make sure that everyone is on the
10 same page.

11 These activities are not specific
12 projects --

13 UNIDENTIFIED FEMALE SPEAKER: That's correct.

14 UNIDENTIFIED MALE SPEAKER: -- are they?

15 What are -- how would you describe them?

16 UNIDENTIFIED FEMALE SPEAKER: So these activities are
17 management strategies that you would want to implement in
18 order to define projects in the future.

19 And so the way that we described it in our
20 scoping report, we -- we had -- okay. If your goal is to
21 do more recharge in the basin, so what -- something you
22 might want to do is a recharge master plan, which we
23 already do, to think about the universe of projects that
24 you could implement and evaluate them to see what makes
25 sense to implement in the first place.

1 And so you go through this process of planning,
2 evaluation. And then if it all makes sense in the end,
3 then you would go into (unintelligible) project.

4 UNIDENTIFIED MALE SPEAKER: Management strategy, the
5 parties could choose to implement. And if they did, then
6 they would pick specific projects to implement.

7 UNIDENTIFIED FEMALE SPEAKER: That's right.

8 UNIDENTIFIED MALE SPEAKER: Go back -- can you go back
9 one slide (unintelligible) I'm just going to -- it's
10 number 2, protect and enhance water quality.

11 Everybody's in favor of that. I'll bet you if
12 you went around this room you'd get 15 different
13 definitions of protecting, and you'd get 15 different
14 definitions of (unintelligible).

15 UNIDENTIFIED FEMALE SPEAKER: That's right.

16 UNIDENTIFIED MALE SPEAKER: So why -- why are those
17 (unintelligible) why (unintelligible)?

18 UNIDENTIFIED MALE SPEAKER: I don't know why the words
19 (unintelligible) 2000. They are the same (unintelligible)
20 how each party chooses to envision the (unintelligible).

21 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

22 UNIDENTIFIED MALE SPEAKER: But the process was -- as
23 you heard from Edgar, was a very involved process, sort of
24 what they collected, that's how they chose to express
25 their overall goal. Water quality is to protect

1 (unintelligible) they didn't want to (unintelligible).

2 UNIDENTIFIED FEMALE SPEAKER: We actually did surveys
3 on the goals. It was a -- (unintelligible) very inactive,
4 so we tried to get input from everybody.

5 And in this case, we did a little survey where
6 people could vote on their phone whether they thought the
7 goal was relevant still, and that's how this was defined
8 through that process.

9 So as I hinted at earlier, the 2020 OBMPU
10 activities were in alignment with the 2000 program
11 elements. So the effort of harmonizing these became
12 identifying whether the objectives of the activities from
13 the 2020 OBMPU were in direct alignment relationship with
14 the 2003. So is the goal the same for these two, for the
15 activity and the PE?

16 So you'll see at first in this matrix -- so at
17 the top you have the OBMPU activities. At the left, going
18 down, you have the PEs from the 2000 OBMP with the matrix.

19 So we look at Activity A, increase recharge. And
20 we go down, we see there's an anchor there under PE 2, the
21 recharge program. That's because the objective of
22 Activity A and PE 2 is very similar in that we want to
23 enhance recharge in the basin; right?

24 And then the little dots are indirect
25 relationship. So increasing recharge in the basin, if

1 it's focused in, say, MZ 1, it can improve or address the
2 (unintelligible) management. So that's PE 4.

3 It can also help with water quality if the water
4 quality that you are recharging is high water quality
5 water. So, say, imported water or high quality storm
6 water.

7 And then all the way down, storage and recovery
8 programs, PE 2 and Activity A enable you to have the
9 capacity to recharge water for storage and recovery
10 programs. We have the facilities to do that.

11 So we did that for all the activities and all of
12 the PEs. And you can -- you can just tell by the -- by
13 the chart that it was all very connected, and it was -- it
14 goes back to when I was talking about PE 5 and 7, 6, of
15 how everything is really interconnected.

16 And so this -- the basin management plan
17 really -- each of the program elements and activities
18 enhance each other and improve on each other.

19 So that was the process that we went to. And so
20 through the issues, needs and wants, efforts and
21 harmonizing these activities, we took the -- the
22 management plan from -- from the 2000 OBMP and we
23 identified: Okay. What have we done we can remove from
24 our implementation plan and what's new, what's missing
25 that we can add?

1 And so that was the process. And so we
2 developed, then, chapter 4, which would be the management
3 plan.

4 That is the story for the 2020 Optimum Basin
5 Management plan update that resulted in this very small
6 blowup.

7 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

8 UNIDENTIFIED FEMALE SPEAKER: Thank you.

9 UNIDENTIFIED MALE SPEAKER: So thank you, Carol.

10 And Carol really has done an amazing job
11 summarizing what was a year-and-a-half long
12 (unintelligible).

13 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

14 UNIDENTIFIED MALE SPEAKER: It was extraordinarily
15 detailed. But the idea of meshing program elements that
16 got hammered out by the parties (unintelligible) Scott and
17 Mark (unintelligible) this process of 2019 and 2020 of
18 identifying: Well, what is it that the parties still want
19 to see done in sort of a programmatic way and saying:
20 Well, how does that match with the 2000 vision, coming up
21 with this book, is where we are -- where we are today.

22 So the next steps that we see going forward are a
23 programmatic environmental review of this document and
24 that is -- we'll touch on that a little bit on the
25 business side of 1(c) of this agenda, and then also an

1 Implementation Plan update, if the parties choose to do
2 so. And if necessary, the parties (unintelligible)
3 negotiate a Peace Agreement Amendment to go with the new
4 (unintelligible).

5 So Mr. Chair, before I turn it back to you, I
6 want to express our thanks both from Staff's point of view
7 as well as legal counsel and our (unintelligible)
8 consultant for the opportunity, really, that you gave us
9 by asking us to give you the workshops in April and May
10 and again today, kind of the history of Watermaster and
11 the development of the implementation over the last
12 20 years.

13 It's probably been even more helpful for us
14 than -- than hopefully it's been for you and the Board.

15 We're happy to take any questions, but that
16 concludes our workshop (unintelligible).

17 UNIDENTIFIED MALE SPEAKER: Thank you, Peter. Thank
18 you, everyone.

19 And I know I speak with confidence on behalf of
20 the Board, but when we originally asked for the workshop,
21 we had high expectations, always do, but truly, you've
22 exceeded them. All of you have.

23 And just setting the foundation for all of us
24 to get as close as we can to the same page of
25 understanding for the work we do, and it's been very, very

1 much appreciated.

2 And I just want to also say that during the
3 break, Andy introduced me to Charles Duncan, president of
4 West Yost. I had the honor of meeting him, and want to
5 welcome you, sir (unintelligible).

6 But we've got Peter. I'll certainly give board
7 members an opportunity if you want to comment or ask any
8 questions. I think you're getting a thumbs up from all of
9 us, though, this has been very, very beneficial. And we
10 have put it immediately into practice, most of the things
11 we've learned, or at least a lot of them, and it's helping
12 us to do business in a little more smoothly and organized
13 way, so it's very much appreciated.

14 UNIDENTIFIED MALE SPEAKER: Kudos. Kudos.

15

16 (Cross-talk. Multiple Speakers.)

17 UNIDENTIFIED MALE SPEAKER: Please don't think of this
18 as the end of our availability to help add more detail,
19 and we did have to summarize and condense a lot of things,
20 so we'll to continue to be available to everyone.

21

22 (Cross-talk. Multiple Speakers.)

23 UNIDENTIFIED MALE SPEAKER: Yeah, no end date. No end
24 date.

25 UNIDENTIFIED MALE SPEAKER: It's a saga.

1 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

2 UNIDENTIFIED MALE SPEAKER: So Scott, your expertise,
3 and Mark and Andy and everyone, Peter, obviously,
4 everybody -- I'm weeding people out -- the fact that you
5 have such valuable information at your literally
6 fingertips to recall and to give us intelligent,
7 substantive responses to everything we ask, it's very
8 impressive. You guys understand Watermaster and the
9 dynamics and the history and you do a very, very good job.

10 From a board level, that means so much to us when
11 we contribute to whatever decisions, you know, that we're
12 making. It gives us confidence and it helps us a lot.

13 Thank you.

14 UNIDENTIFIED MALE SPEAKER: Thank you.

15

16 (Cross-talk. Multiple Speakers.)

17 UNIDENTIFIED MALE SPEAKER: -- perspective, it is
18 unbelievably valuable.

19 UNIDENTIFIED MALE SPEAKER: Yes, it is.

20 UNIDENTIFIED MALE SPEAKER: It is something that your
21 Board 101 class may need to, you know, expand into some of
22 these areas, you know, because it does give a perspective
23 of where we've been, how we've gotten to where we are
24 today and what the future could be.

25 And I think, you know, it -- it does knock off

1 some of the edges of the square between us all to, you
2 know, be able to harmonize a little bit better.

3 UNIDENTIFIED MALE SPEAKER: Yep.

4 UNIDENTIFIED MALE SPEAKER: So thank you.

5 UNIDENTIFIED MALE SPEAKER: Okay.

6 UNIDENTIFIED MALE SPEAKER: Thanks to the team.

7 UNIDENTIFIED MALE SPEAKER: Yes.

8 Sorry, Mike. Did you have something to say?

9 UNIDENTIFIED MALE SPEAKER: (Unintelligible)

10 UNIDENTIFIED FEMALE SPEAKER: Just a couple comments.

11 First of all, thank you. And to kind of dovetail
12 off what you just said be the -- the historical knowledge
13 that was here in the room today, to be able to share about
14 actually being involved with some of this way back was
15 amazing.

16 But I just want to share something funny about
17 how my brain works or doesn't.

18 So when you asked about these charts, you know,
19 what would it look like without the OBMP, I was hearing
20 the discussion about: Well, if it was DWR, you know, it
21 might have looked like this or that.

22 So with my inexperience, I'm thinking the
23 question was if we didn't have anything. In other words,
24 if we didn't have DWR or OBMP. And so I was -- you know,
25 that's -- I was looking at a blank slate with all the

1 different agencies and the basin and thinking: Oh, my
2 goodness. What would it have looked like? I mean, it
3 just --

4 So I know that this judgment, at least from what
5 I've learned, has been very difficult, but yet it's given
6 a framework that has required collaboration. And you
7 know, sometimes we need that framework. And what has been
8 done through all of this is just incredible.

9 So I just wanted to share that. I wasn't even
10 thinking about DWR. I'm like: No, what if we didn't have
11 any of this? You know, what would it look like?

12 And we certainly wouldn't -- this region would
13 have been just -- we wouldn't be where we are today.
14 There's -- there's -- I mean, economically even, you know,
15 providing housing and -- and even the collaboration
16 between agencies, I think. So anyway --

17 UNIDENTIFIED MALE SPEAKER: Here, here.

18 Okay. With that Ana, I'm going to announce we're
19 going to change locations from here to our boardroom.
20 We're going to take about five minutes because we're
21 closing out this Zoom and we're going to open up a new
22 one.

23 So everybody that's in virtual attendance, we'll
24 be closing this out and you'll be redialing in to the
25 same -- oh, to the same link. Okay. Very good.

1 (Recess taken.)

2 CHAIR CURATALO: Okay. So we're going to come back
3 into open session from our recess, from our workshop.

4 And now on the agenda, we will take up item 1(c).
5 And 1(c) is regarding the 2020 OBMP CEQA preparation
6 process. We have items 1 and 2.

7 Peter, I will turn it over to you.

8 MR. KAVOUNAS: Thank you, Mr. Chairman.

9 Good afternoon to you and members of the Board.

10 We have a recommendation for your consideration
11 on the subject of the 2020 OBMP CEQA preparation process.

12 As you recall, the proposed budget included an
13 item -- the proposed budget that went to the parties and
14 advisory committee, and I included a budget to prepare a
15 programmatic environmental analysis of the 2020 OBMP. And
16 we just discussed what's in the 2020 OBMP.

17 The budget included that item with previous --
18 based on previous discussions with the board. We had a
19 sustainability workshop and that was covered in there and
20 also discussions with various parties.

21 The item was approved as part of the budget by a
22 majority of the advisory committee.

23 And so why are we here today to discuss this
24 further?

25 The reason we're here today to discuss it further

1 is we have received a request by four parties, Monte Vista
2 Water District, Monte Vista Irrigation Company, the City
3 of Ontario and the City of Chino that object to
4 Watermaster proceeding with the preparation of the
5 programmatic CEQA analysis for the 2020 OBMP.

6 I have attached the letters that we have received
7 to the Staff report which you received as part of the
8 Board package.

9 I would summarize the claim -- again, for a full
10 reading of the claim, please do read the letters. My
11 summary of it is that the four parties claim that
12 Watermaster should not do the CEQA before a Peace
13 Amendment -- or excuse me, an OBMP Implementation Plan is
14 updated, and that is their preference. Although, there's
15 no specific reason stated for that.

16 Watermaster should not do the CEQA because
17 Watermaster is not a public agency that can do CEQA;

18 That Watermaster needs unanimous agreements to
19 spend money on doing the programmatic analysis of the 2020
20 OBMP.

21 And a question is raised about how does
22 Watermaster reconcile assessments in light of the Peace
23 Agreement requirements.

24 And finally, a claim that IEUA, that would do the
25 CEQA, has a conflict and cannot do the CEQA, cannot be a

1 lead agency because they might have a project that
2 requires approval.

3 And so in addition to their objection, the four
4 parties are requesting a written legal opinion from
5 Watermaster and legal counsel.

6 Now, there -- the four parties' concerns were
7 raised during the budget process. We responded to those.
8 We actually shared with you some of the responses to those
9 during the budget approval process.

10 As I mentioned, the advisory committee did
11 approve the budget with that in it by a majority vote, and
12 the Board adopted the budget as provided in the judgment.

13 During the month of June, Watermaster legal
14 counsel had discussions with legal counsel for the
15 parties. And in summary, the response -- the responses
16 are provided in your Staff report.

17 Again, we do think that the judgment controls.
18 The judgment is the controlling document at Watermaster,
19 and it's clear about the advisory committee approval of
20 the budget. And that in this particular case, the
21 environmental analysis, programmatic analysis for the 2020
22 OBMP has been approved by the majority of the advisory
23 committee. The Peace Agreement does not modify the
24 judgment.

25 So we do think that this is a case where the four

1 appropriators just simply don't like the majority view at
2 the advisory committee.

3 Watermaster does -- cannot do CEQA and does get a
4 CEQA review done through IEUA, has done so, as you heard
5 in the workshops, as well through IEUA, UA being the lead
6 agency.

7 And you know, just like a couple years ago,
8 parties had a concern about the planning document itself,
9 the 2020 OBMP mandating projects, which is not the case.
10 The programmatic CEQA itself to evaluate the 2020 OBMP is
11 itself not in any way obligating any party to any such
12 expenditures.

13 As was said before, the programmatic analysis is
14 simply a cumulative analysis of any projects the parties
15 might choose to agree on and to implement in the future
16 and provide the foundation for that. It also provides a
17 foundation for the parties to negotiate and settle on what
18 projects they may agree to.

19 So again, the notion for the 2020 OBMP CEQA is
20 that it's programmatic.

21 Now, having said that, if the parties were to
22 agree on a specific project, that could also be included
23 in the programmatic CEQA project description. We don't
24 anticipate that, but I thought I'd put it out there.

25 So instead of engaging in exchange of written

1 legal opinions, which we don't think is necessarily our
2 business in this case, our business is to proceed with the
3 environmental analysis, with this planning document.

4 And so we really wanted to take the opportunity
5 to focus the Board on a proposed approach and we're
6 recommending that -- the two recommendations you see are
7 that the Board would direct Staff to start the process,
8 and so to meet with all interested stakeholders. And all
9 stakeholders matter. No one stakeholder can control the
10 outcome. And that would include the four appropriators;

11 To evaluate the current status of the 2020 OBMP,
12 consider any changes in circumstances and gather
13 stakeholder input.

14 And from that, to use the input and develop a
15 project description for the 2020 OBMP PEIR and proceed
16 with the effort within the approved budget.

17 Mr. Chairman, that's the information I'm inclined
18 to bring to you.

19 CHAIR CURATALO: Okay, Peter. Thank you very much.

20 Okay. Here's how we're going to do this now: We
21 just got this report again from Staff. I did say earlier
22 that there will be public comment opportunity,
23 three-minute opportunity for public comments. But before
24 we do that, I just -- if the Board has any questions or
25 comments for Peter, direct them to Peter, he'll answer and

1 then we'll go to public comments.

2 Do we have any board members with questions or
3 comments for Peter?

4 Scott Burton, go ahead.

5 MEMBER BURTON: So are we -- I'll ask the question:
6 Are we doing discussion now or not until after there's a
7 motion?

8 CHAIR CURATALO: Well, if you have a discussion -- no,
9 we're going to bring it back to the Board for discussion
10 and action after public comments.

11 MEMBER BURTON: Okay. So -- okay. That helps.

12 So Peter, my question I think --

13 UNIDENTIFIED MALE SPEAKER: Mr. Chair, could Scott
14 speak up, please?

15 MEMBER BURTON: My apologies. Here we go.

16 Thank you, Mr. Chair.

17 So Peter, what I would like to understand is I
18 get number 1, input process, recommendation number 1.

19 I get number 2 about developing a project
20 description based on that input. And in the body of it,
21 it talks about, you know, with respect to the four
22 parties' concerns, that Watermaster won't move forward
23 with technical expenditures until a certain point in time.
24 I think it's until 1 and 2 are completed.

25 My question is: What is the process by which the

1 project description is set and approved, if it is
2 approved?

3 MR. KAVOUNAS: So the -- the -- the process to
4 establish the project description is as described in the
5 recommendation, which would be: Meet with the interested
6 stakeholders, including the four appropriators; to
7 evaluate the current status of the 2020 OBMP; consider
8 changes in circumstances and gather stakeholder input.

9 There was, as you -- as everyone's aware, a -- an
10 effort at developing a project description in 2020. That
11 was included in a programmatic environmental analysis.
12 And that may be a starting point, but it's basically going
13 to be the input from the meetings with the stakeholders
14 that helps develop the project description.

15 MEMBER BURTON: Yeah. I guess my question is, is: Do
16 the parties -- is there going to be an approval by the
17 parties of that project description or is it just whatever
18 Watermaster staff comes up with after input from the
19 parties? I suppose it would be the other approach.

20 MR. KAVOUNAS: That's a really good question.

21 I hadn't envisioned an approval by the parties.
22 I looked at it as, you know, we're doing an environmental
23 analysis of the OBMP at the programmatic level. It is not
24 a prescriptive-type document. It is an enabling-type
25 document. And so we're looking at it more as a

1 description of potential projects that parties can add to,
2 but not restrict by withholding approval.

3 MEMBER BURTON: Okay. Just one other question.

4 So it sounds like it's a program EIR, but it may
5 include project-specific components based on, I suppose,
6 that input. And that's why my question -- how is it going
7 to be determined if we start to get into project-specific?
8 To me that's a distinction between a program EIR and
9 starting to implement projects.

10 MR. KAVOUNAS: So let's say all the parties wanted to
11 go ahead and implement the CBP, we wouldn't put that in
12 the project description unless we had approval by all the
13 parties.

14 MEMBER BURTON: Okay.

15 MR. KAVOUNAS: The project-specific would be -- would
16 be something that we would look for concurrence by all the
17 parties.

18 MEMBER BURTON: Okay. So that's -- that's an
19 important distinction.

20 So program EIR, Watermaster's going to move
21 forward. Doesn't require a majority of vote even, but
22 project-specific is all parties have to approve it. Okay.

23 UNIDENTIFIED MALE SPEAKER: So the origin -- just to
24 be -- to be very precise, the programmatic is -- is an
25 evaluation of the cumulative components of the

1 programmatic. It does not provide authorization to move
2 forward at a project level.

3 MEMBER BURTON: Okay.

4 UNIDENTIFIED MALE SPEAKER: A project level EIR, given
5 the Peace Agreement and the commitments that are in the
6 Peace Agreement relative to amendments to the Peace
7 Agreement, are going to trigger not funding, they're going
8 to -- they are -- it's a threshold. You cannot amend the
9 Peace Agreement without unanimity insofar as a project
10 level amendment was going to take place.

11 So when we're talking about a programmatic, if
12 you analogize to what was done in 2000, it's a survey of
13 potential projects. No party is committing to go and the
14 environmental is not going to be sufficient to go. It
15 would require a project level EIR for that to happen.

16 What happened in 2000 is, is when we were moving
17 along, getting in, like, the early time frame there or the
18 medium time frame, project level detail was im- -- or
19 poured into that programmatic. So it was programmatic
20 with project level detail on some of the elements.

21 And so when Peter mentions it's possible if there
22 was a concurrence about a project level component being
23 included in the PE EIR, there could be the flexibility to
24 do that, but it's certainly not required, and it is --
25 there isn't any specific element that's being proposed as

1 of now.

2 And Peter, again, is saying: Meet with the
3 parties and get a read on where they are versus where they
4 were in 2020 -- or 2020 in terms of updating.

5 MEMBER BURTON: Okay. Thank you.

6 UNIDENTIFIED MALE SPEAKER: All right. Thanks, Scott.

7 Any other board members? Questions or comments?

8 UNIDENTIFIED MALE SPEAKER: Yes, Mr. Chairman.

9 CHAIR CURATALO: Yes, Jeff. Go ahead.

10 VICE-CHAIR PIERSON: I just had a quick one for Peter.

11 If we were to defer the program -- programmatic
12 level EIR and wait for the implementation, would we -- we
13 would still need to do a programmatic EIR at that time?

14 MR. KAVOUNAS: First, let me channel my inner Brad.

15 We don't know that will be a subsequent EIR or a
16 PEIR. That is the determination of the lead agency.
17 We're doing CEQA analysis.

18 So the answer is, yes. If we -- if we -- if we
19 wait for an Implementation Plan update to conclude, there
20 are all the hand -- well, all the advantages that we would
21 have by concluding a programmatic analysis would be lost.

22 So you would not have information about the
23 projects, which should be helpful to parties to negotiate.
24 You would not have a fresh foundation on which to apply
25 for grants and other benefits to the region, so -- and

1 it's an undeterminable time frame as to when an
2 Implementation Plan update would be concluded.

3 UNIDENTIFIED MALE SPEAKER: And if I can add on
4 Peter's response.

5 Remember, the programatic that we continue to
6 rely upon is dated 2000. And the issue that Peter is
7 alluding to is the staleness of the environmental. That's
8 one point.

9 And the second point is the intention of the
10 programatic is to keep everybody on a level playing field
11 with regard to the potential projects that may be out
12 there.

13 So -- so to relieve the pressure on trying to
14 fight now about a specific project, the background
15 conditions are understood through the programmatic and the
16 negotiations may still proceed evenhandedly at a project
17 level. If that makes sense.

18 So everybody's getting the background to move
19 forward, and the negotiations about what gets the green
20 light at a project level is available for the process to
21 determine.

22 VICE-CHAIR PIERSON: Thank you, Mr. Chairman.

23 UNIDENTIFIED MALE SPEAKER: Okay. You bet.

24 Any other board members?

25 Hearing none, okay, this would be the time then

1 for public comments on this item. You have three minutes.
2 I know some have spoken already. If there's -- you may
3 again, but is there anyone new that would like to make a
4 comment on this -- public comment -- that hasn't spoken
5 yet?

6 MR. GAGEN: Yes. Chair Curatalo, Andrew Gagen,
7 general counsel for Monte Vista.

8 CHAIR CURATALO: Okay. Go ahead, sir.

9 MR. GAGEN: Thank you, sir.

10 Good afternoon, Members of the Board. Appreciate
11 the time and opportunity.

12 So the -- there's two sort of foundational issues
13 that if we can agree upon, then there should be a path
14 forward.

15 One is if we all agree that the Watermaster is
16 not a CEQA agency under CEQA and its guidelines, the
17 judiciary cannot and is not a CEQA agency. Watermaster is
18 an arm of the court.

19 And so I believe, having spoken with some of the
20 Watermaster staff, that there's an agreement that
21 therefore Watermaster cannot be a CEQA agency. If that's
22 the case, then they -- then Watermaster should not be
23 determining what is the CEQA analysis.

24 In this case, they're determining it to be a
25 programatic EIR. That may be correct, but it's -- it's

1 our position that it's not for Watermaster to decide.

2 Then who should decide? It's the -- and this is
3 the second foundational issue. If we all agree that the
4 Peace Agreement parties who created and adopted the OBMP
5 Implementation Plan, which is an attachment as an exhibit
6 to the Peace Agreement, then the answer is it's the Peace
7 Agreement parties who are contractually obligated to
8 create, and did, the Implementation Plan to implement the
9 OBMP that was created pursuant to the judgment by
10 Watermaster.

11 So Watermaster has -- and some of you may have
12 heard this before -- has done it's job. You -- you -- the
13 Watermaster updated the OBMP. Now it's our job, the Peace
14 Agreement parties, to update the Implementation Plan.

15 And it's going to be the Peace Agreement parties
16 who are responsible for determining the environmental
17 analysis under CEQA, determining who is going to be the
18 lead agency, not -- again, not -- it's not Watermaster's
19 decision to make, respectfully.

20 Again, you've done your job. Now it's our turn.
21 It's our responsibility. It's our contractual obligation
22 under the Peace Agreement to update the Implementation
23 Plan.

24 So that is why you're hearing from some of us.
25 It's not to be difficult. It's not -- it's not to, you

1 know, make Peter or Scott or Brad's life challenging.
2 There's a fundamental disagreement that because
3 Watermaster is not a CEQA agency, they should not be
4 making these determinations. It should be the Peace
5 Agreement parties.

6 I'll stop there.

7 CHAIR CURATALO: Okay. Thank you very much.

8 Okay. Anyone else?

9 MR. FUDACZ: This is Fred Fudacz. I did comment at
10 the beginning of the session, but just to add on.

11 CHAIR CURATALO: Yeah. Go ahead, Fred. You have
12 three minutes. Okay. Go ahead.

13 MR. FUDACZ: Three minutes. I get it.

14 It still makes sense to me to have some sort of
15 written opinion about what authority there is invested in
16 Watermaster to compel these CEQA expenditures. That's the
17 division. It harkens to a fundamental governance issue
18 that I think if we have something on the table, maybe we
19 could avoid that issue. And I think that's in everyone's
20 interest.

21 But in any case, in terms of the recommendations
22 made by staff, the discussions you're being recommended to
23 engage in would be informed by that opinion. I think
24 they'd be more productive, certainly with regard to the
25 four appropriators, but simply having some amorphus

1 concept of what the legal issues are.

2 And then I would hope that the Board would
3 understand that the second recommendation, the -- that
4 input would be used for this Programmatic EIR
5 predetermines the result of the discussions.

6 As my colleague Rob Thornton pointed out, there's
7 no requirement to do a programmatic EIR at this point. So
8 that isn't dictated by CEQA. And it seems to me it's
9 those discussions that are in recommendation 1 are going
10 to be useful and productive. You shouldn't make that
11 predetermination in recommendation 2.

12 So I would suggest that the path forward would
13 be: Let's get a written legal opinion of counsel and
14 let's engage in those discussions.

15 Thank you.

16 CHAIR CURATALO: Okay. Thank you, Fred.

17 Anyone else? Public comments?

18 MR. CRAIG: Mr. Chair, Ron Craig. City Chino Hills.

19 CHAIR CURATALO: Ron, go ahead. Three minutes.

20 MR. CRAIG: Can you hear me okay?

21 CHAIR CURATALO: Yes, sir. We can.

22 MR. CRAIG: Thank you very much.

23 I'll do my best. I'm looking at this through a
24 completely separate pair -- pair of glasses and lenses
25 than the attorneys that have been talking about this. I

1 look at all of this from our fundamental responsibility as
2 water managers to not only meet but stay ahead of the
3 water demands of the Chino Basin.

4 We just heard several hours of success story that
5 was founded off of a 2000 program EIR that is -- as
6 referenced, is already long in the tooth. And -- and I
7 look at where we are pragmatically and what we've
8 accomplished in the last couple of years.

9 And yeah, we got together and got a -- got an
10 update to the OBMP. We got kind of an idea of where we
11 might want to go. I look at the program EIR as -- as
12 aspirational and accommodating as your Staff has
13 described.

14 Watermaster and IEUA have a long history of
15 successful collaboration in CEQA compliance and then in
16 implementing projects and the facilitation that Peter has
17 described.

18 I think it's entirely appropriate -- and I know
19 this might -- this is contrary to some legal opinions that
20 have been offered now, and I'm not an attorney -- but
21 entirely appropriate to move forward with the program EIR.
22 We had it almost done two years ago. And right now we're
23 talking about delaying it even further to try to get to,
24 you know, 100 percent agreement on what ought to be in or
25 what ought to be out of a program EIR.

1 And again, it's not a compelling document that --
2 that, you know, creates a requirement on any, you know,
3 particular party. And I think that it is most appropriate
4 for those of us that are parties to the Peace Agreement to
5 be informed by the program EIR and its information as we
6 move forward with how we would update an implementation
7 agreement and ultimately, if required, a Peace -- and
8 amendment to the Peace Agreement.

9 So you know, what's the cart and what's the horse
10 and, you know, what -- which stays in front?

11 I think the sequence as outlined makes -- makes
12 all the sense in the world. And you know, I fear,
13 frankly, that if we're not using the -- you know, the
14 latest information, the latest modeling, the latest data,
15 the latest technical analysis and bioevaluation, that type
16 of thing, and get that embedded in a fresh program EIR, or
17 whatever the appropriate document to be determined is,
18 we're going to have parties involved in this that are
19 going to turn right around, as happened two years ago, and
20 challenge that we're not using the latest data.

21 And I also -- one other quick point. I want
22 to -- I want to also point out that I -- I firmly believe
23 that from a public policy cost effective, effectiveness
24 standpoint, having a program EIR in place that's
25 aspirational, that any party can then tear off of to

1 actually implement a particular project from an
2 environmental compliance standpoint is the most cost
3 effective way to do it based on my -- based on my
4 experience, and I think it's the appropriate way go.

5 CHAIR CURATALO: Okay.

6 MR. CRAIG: Thank you.

7 CHAIR CURATALO: Thank you, Ron. Thank you very much
8 for your comments.

9 Anyone else? Is there anyone else for public
10 comments at this time?

11 Going once, going twice. I'm going to go ahead
12 and close public comments and bring it back to the Board
13 now for possible action.

14 We have a recommendation before us.

15 I'll bring it back to the Board.

16 Mr. Elie

17 MEMBER ELIE: My mic's not working so I'll just talk
18 really loud. Although, it's hard for people to believe
19 that I can do it.

20 We've heard it -- I think we've heard a lot of
21 different things. I think it's quite clear that this is
22 already budgeted. This is the way it's been done
23 historically time and time again. There's no reason to
24 make a change here to do a legal opinion on something that
25 has -- has been done --

1 And so now that mic got turned off on me.

2 So I will make a motion to adopt Staff's
3 recommendation as requested by Staff in this circumstance.

4 UNIDENTIFIED MALE SPEAKER: Is that item 1 and 2 or
5 just 1?

6 UNIDENTIFIED MALE SPEAKER: It's C1 and 2, yeah.

7 MEMBER KUHN: I'll second that.

8 CHAIR CURATALO: So we have a motion by Elie to
9 approve Staff's recommendation, C1 and 2, and we have a
10 second by Bob Kuhn.

11 Is there any further discussion on that?

12 UNIDENTIFIED MALE SPEAKER: Yeah, there is. I'd like
13 to make a motion to amend it.

14 CHAIR CURATALO: What would that be?

15 UNIDENTIFIED MALE SPEAKER: So the motion to amend the
16 Director Elie's motion is basically as written with the
17 exception of number 2, at the end of that where it ends
18 with "within the approved budget," add "following approval
19 by the parties."

20 CHAIR CURATALO: Okay. So you're just amending C2 and
21 you're just adding the verbiage -- say it again at the
22 end.

23 UNIDENTIFIED MALE SPEAKER: "After approval by the
24 parties."

25 CHAIR CURATALO: "After approval by the parties."

1 UNIDENTIFIED MALE SPEAKER: "By the parties."

2 CHAIR CURATALO: Okay. That's a -- an additional --
3 how do we -- I want to do this right after the -- okay.

4 So do we have a second for that?

5 Do we have a second?

6 UNIDENTIFIED MALE SPEAKER: I'll give it a second just
7 so we can vote on it.

8 CHAIR CURATALO: Okay. We have -- we have a motion
9 and a second.

10 What was that, Mike? Did you have a question?
11 Any further questions on it?

12 MEMBER GARDENER: I said let's take a vote now --

13 CHAIR CURATALO: Okay. Let's go ahead and vote on
14 that.

15 MEMBER GARDENER: Isn't that how it works?

16 CHAIR CURATALO: So we're going to vote on the amended
17 motion as we just --

18 UNIDENTIFIED FEMALE SPEAKER: Perfect.

19 And just to clarify, Mr. Chair, I am going to be
20 adding "after approval by the parties" to the end --

21 CHAIR CURATALO: Very good.

22 UNIDENTIFIED FEMALE SPEAKER: -- of item 2; correct?

23 CHAIR CURATALO: Yes.

24 UNIDENTIFIED FEMALE SPEAKER: Okay. So this is the
25 roll call for Item 1(c), for the 2020 OBMP CEQA

1 preparation process with Item 2 amended having "after
2 approval by the parties" placed at the end of Item 2.

3 Member Kuhn.

4 MEMBER KUHN: Voting no on the amendment.

5 UNIDENTIFIED FEMALE SPEAKER: Vice-chair Pierson.

6 VICE-CHAIR PIERSON: No.

7 UNIDENTIFIED FEMALE SPEAKER: Member Bowcock.

8 MEMBER BOWCOCK: Aye.

9 UNIDENTIFIED FEMALE SPEAKER: Member Burton?

10 MEMBER BURTON: Yes.

11 UNIDENTIFIED FEMALE SPEAKER: Member Elie?

12 MEMBER ELIE: No.

13 UNIDENTIFIED FEMALE SPEAKER: Member Folsom.

14 MEMBER FOLSOM: No.

15 UNIDENTIFIED FEMALE SPEAKER: Member Gardener.

16 MEMBER GARDENER: No.

17 UNIDENTIFIED FEMALE SPEAKER: Chair Curatalo.

18 CHAIR CURATALO: No.

19 UNIDENTIFIED FEMALE SPEAKER: The motion does not
20 pass.

21 CHAIR CURATALO: We have Pete Hall also.

22 UNIDENTIFIED FEMALE SPEAKER: I'm sorry. I apologize.

23 Member Hall.

24 MEMBER HALL: No.

25 UNIDENTIFIED FEMALE SPEAKER: The motion does not

1 pass.

2 CHAIR CURATALO: Okay. So now we're back to our
3 original motion which is to approve Staff's recommendation
4 as provided and that -- I'm sorry, that was a -- whose
5 motion was that?

6 UNIDENTIFIED MALE SPEAKER: Elie, seconded by --

7 CHAIR CURATALO: Elie with a second by Kuhn; correct?

8 Okay. Would you please take a roll call.

9 UNIDENTIFIED MALE SPEAKER: Mr. Chair, I apologize.
10 Can I make a couple of comments either before or after the
11 vote? Doesn't matter.

12 CHAIR CURATALO: Let's go after the vote.

13 Go ahead.

14 UNIDENTIFIED FEMALE SPEAKER: Thank you, Mr. Chair.

15 This is the roll call vote for Business Item
16 1(c), the 2020 OBMP CEQA preparation process.

17 Motion by Mr. Elie, second by Mr. Kuhn.

18 Vice-Chair Pierson.

19 VICE-CHAIR PIERSON: Yes.

20 UNIDENTIFIED FEMALE SPEAKER: Member Bowcock.

21 MEMBER BOWCOCK: Aye.

22 UNIDENTIFIED FEMALE SPEAKER: Member Burton.

23 MEMBER BURTON: No.

24 UNIDENTIFIED FEMALE SPEAKER: Member Elie.

25 MEMBER ELIE: Yes.

1 UNIDENTIFIED FEMALE SPEAKER: Member Folsom.

2 MEMBER FOLSOM: Yes.

3 UNIDENTIFIED FEMALE SPEAKER: Member Gardener.

4 MEMBER GARDENER: Aye.

5 UNIDENTIFIED FEMALE SPEAKER: Chair Curatalo.

6 CHAIR CURATALO: Aye.

7 UNIDENTIFIED FEMALE SPEAKER: Member Kuhn.

8 MEMBER KUHN: Yes.

9 UNIDENTIFIED FEMALE SPEAKER: The motion passes by
10 majority.

11 CHAIR CURATALO: Pete Hall.

12 UNIDENTIFIED MALE SPEAKER: Pete Hall.

13 UNIDENTIFIED FEMALE SPEAKER: Sorry. Pete Hall.

14 UNIDENTIFIED MALE SPEAKER: Pete, we're not going to
15 forget you, Pete.

16 UNIDENTIFIED FEMALE SPEAKER: I apologize.

17 UNIDENTIFIED MALE SPEAKER: That's okay. That's okay.

18 MEMBER HALL: I usually follow right after Gardener.

19 It's yes.

20 UNIDENTIFIED MALE SPEAKER: Sounds like he's on the
21 tarmac waving a plane.

22 CHAIR CURATALO: Let's be clear, though, what's his
23 vote?

24 UNIDENTIFIED MALE SPEAKER: He said yes.

25 UNIDENTIFIED FEMALE SPEAKER: It passed by a majority.

1 CHAIR CURATALO: It passed what?

2 UNIDENTIFIED FEMALE SPEAKER: By a majority.

3 CHAIR CURATALO: Okay. Very good. Okay.

4 Thank you very much.

5 Now, did you want to make a comment there?

6 UNIDENTIFIED MALE SPEAKER: Absolutely.

7 So I just want to share a couple of thoughts on
8 this. And you know, it's good coming after that workshop.

9 I want to be clear for these four agencies, and
10 it's important to be clear. They're not saying no to a
11 program EIR, they're saying not just yet. So I --
12 certainly Ontario has not. I have not heard the other
13 agencies say no. Just not yet.

14 And -- and there are reasons for that. And it
15 does get into whether or not there's the authority issue
16 with Watermaster, but -- but I think -- I want to be clear
17 that we are not doing it in the order this time that we
18 did it in 2007 or in 2000.

19 And if you look at the presentation from the
20 workshop, you'll see the graphic that shows you do the
21 OBMP or the update 2000, 2020, doesn't matter, then you do
22 an Implementation Plan, you formulate an agreement. The
23 arrows were showing going to the court. And then from the
24 court, also at the -- essentially same time, to the
25 environmental review.

1 You look at 2007, I checked it just recently and
2 that's what happened. So we are doing it in a different
3 order.

4 And there -- there are reasons. We talked in the
5 workshop about all the challenges back in 2000: Control,
6 who decides, how is it decided, how is it funded. Those
7 were all part of the consternation back then.

8 And as I was sitting in the workshop, it's no
9 different than, I think, what these four agencies are
10 expressing, which is, it's our turn. Just like the
11 attorney for Monte Vista said: It's our turn now to
12 decide how, who and what.

13 And so we are doing it in a different order and
14 we are -- we are taking that away from the parties. And
15 it may get us part way there quicker, I don't know. But
16 ultimately, by having that Implementation Plan and
17 agreement amongst the parties, we can figure out actually
18 what we want to do and then launch on an environmental
19 review that can bring in some of the specific projects so
20 we'd be off and running.

21 And so this is about control between the parties.
22 Now, some of the parties are fine with the approach, but
23 some of them are not. We didn't have that in 2000 and we
24 did not have that in 2007.

25 And so, you know, I just would like to close with

1 I -- I personally believe that, you know, the things --
2 when we -- when we watch in that workshop, tremendous
3 programs and progress. These four agencies are not saying
4 we don't want to continue that effort. We're just saying
5 not yet.

6 Thank you.

7 CHAIR CURATALO: Okay. Thank you very much.

8 And then everyone, we look forward to all the
9 stakeholder input and all the gathering of information
10 and -- as we go forward, so we're looking forward to that.

11 So thank you very much. That would conclude Item
12 1(c).

13 There is no confidential session today, so
14 there's no Item 2.

15 Item 3 is just future meetings. We have a list
16 of our meetings.

17 Other than that, is there any other business to
18 come before us?

19 No other business; correct?

20 Steve?

21 UNIDENTIFIED MALE SPEAKER: Not from me.

22 Thank you everybody for (unintelligible).

23 CHAIR CURATALO: Yeah. And thank you for a great
24 workshop too, and everyone. Thank you.

25 It was a long day, valuable day. Very good day,

1 so thank you very much.

2 If there is no other business to come before us,
3 we will stand adjourned. Thank you very much.

4 (End of audio recording.)

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

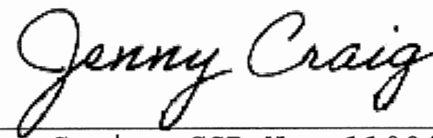
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

REPORTER'S CERTIFICATION

I, Jenny Craig, Certified Shorthand Reporter in and for the State of California do hereby certify:

That the audio file was transcribed by me at the time and place herein set forth; that all audible and intelligible testimony and proceedings were reported stenographically by me and later transcribed into typewriting under my direction; that the foregoing is a true record of the audible and intelligible testimony and proceedings taken at that time.

IN WITNESS WHEREOF, I have subscribed my name, this date: August 17, 2020, at Santa Ana, California.



Jenny Craig, CSR No. 11094

Watermaster Board - Special Meeting

Chino Basin Watermaster

<hr/> \$ <hr/>	12 18:20	20-year 18:2 144:19	2017 123:6
\$150 132:16 135:5	15 18:20 40:1 66:17, 18,21 130:9 139:16 157:12,13	200 78:10	2018 114:11 122:17 125:17
\$198 133:22	15,000 104:7	200,000 145:4	2019 149:3 150:20 160:17
\$200 133:23	15168 7:23	2000 11:12 13:23 15:19,21 17:9 18:18 19:7 22:19 23:1 30:23 35:22 37:3 38:11 44:6,14 45:17 50:16,17 53:22,23 54:17 56:3 59:11 62:1,17 63:6 67:5 78:7,14 91:12,21,25 92:1 93:2 96:13 98:2 99:23 100:17,21 101:11,15 102:16 120:4 129:13 133:3 140:3 142:12,13 143:7 149:6 152:9 153:8 154:12,22 156:7 157:19 158:10,18 159:22 160:20 174:12,16 176:6 181:5 189:18, 21 190:5,23	2020 11:13 16:4,19 17:10 87:8 91:13,23, 24 92:2 97:6 101:11 121:25 122:17,22 125:5 138:14 149:3, 7,9 151:11,19,21,24 152:3,4,5,16 153:7 154:6,12 158:9,13 160:4,17 166:5,11, 15,16 167:5,19 168:21 169:9,10,19 170:11,15 172:7,10 175:4 185:25 187:16 189:21
\$300 132:14 133:6	17 143:14	2000s 18:18,24 67:6 68:3	2021 93:2 95:2 121:25 122:14 123:8
\$5.2 134:24	175,000 66:7 113:3	2001 122:22	2022 66:4 67:16 112:22
\$500 133:19	192,000 16:20	2002 58:13,17	2022-07 8:25 9:20
\$600 114:12	1933 78:7	2003 158:14	2023 66:5
<hr/> 1 <hr/>	1978 14:5 67:6 95:1	2004 61:22 112:22	2030 121:25
1 19:18 22:25 28:7 30:22 43:12 44:6,18, 19,23 45:20 46:4 47:7 51:15,16,18,22 61:6 63:20,21 64:6, 7,19,22 73:4 83:1,3, 5,22 84:11,21 85:9 108:19 117:7 127:13,15,24 128:6 132:5 134:14 142:13 149:22 151:9 159:1 166:6 171:18,24 180:9 184:4,5	1989 15:2	2005 103:3	205,000 66:8
1(a) 8:25 9:11,20 11:11	1993 79:20	2007 53:7 58:14 61:18 189:18 190:1, 24	210 66:16 79:2
1(b) 11:12 21:12	1995 79:20	2008 17:13 98:17	22 13:24 23:10 84:25
1(c) 3:5 7:7 21:15 160:25 166:4,5 185:25 187:16 191:12	1998 13:6,15 19:8 39:20 41:16,24 42:1 95:24,25	2011 87:8 121:24	22/'23 3:7
1,150 128:17	1999 31:14 42:3	2013 66:9 67:16 68:4	25,000 17:11
1.5 134:25	1:15 21:23	2014 102:17	25-year 58:18
100 181:24	1st 142:16	2015 125:17	250 108:19
101 163:21	<hr/> 2 <hr/>		250,000 19:1
115 78:10	2 13:4 65:7,22 104:20 106:15 108:20 151:10 157:10 158:20,22 159:8 166:6 171:19,24 180:11 184:4,6,9,17 185:22 186:1,2 191:14		260 108:20
	20 15:25 19:1 66:2 70:4 121:15 123:2 139:20 144:15 149:3 153:25 154:20 161:12		280 108:19
	20,000 97:7,15 104:6		

3	<p>5,000 40:24</p> <p>50 26:24 70:3 105:17, 23</p> <p>50,000 18:18</p> <p>500 129:14</p> <p>500,000 123:4 150:7</p> <p>550 145:5</p> <p>57 154:18 155:1</p>	<p>121:14,19 122:9,16, 19 124:22 126:1 127:3</p> <p>800 111:12 128:19,20</p> <p>800,000 134:3</p> <p>80s 15:4,13 100:7</p> <p>81 70:3</p> <p>850,000 16:24</p> <p>88 29:6</p>	<p>164:2,13</p> <p>aboard 37:10</p> <p>absence 5:18,22 42:19</p> <p>absent 110:22</p> <p>absolute 37:24 113:10,17</p> <p>absolutely 83:19 99:4 104:10 189:6</p> <p>accelerated 48:20</p> <p>accept 51:17 109:14</p> <p>acceptable 81:2 90:5</p> <p>accommodate 45:13</p> <p>accommodated 49:7</p> <p>accommodating 181:12</p> <p>accomplished 149:16 181:8</p> <p>account 45:10 119:1 133:24 137:5</p> <p>accounted 23:6 137:11</p> <p>accounting 27:17 70:11</p> <p>accounts 119:8 120:5 121:17 122:6,8,21, 24 123:1</p> <p>accrued 121:17</p> <p>accurate 130:22</p> <p>accuses 5:25</p> <p>achieve 61:11 151:3 155:5</p> <p>acknowledgment 23:12</p> <p>acre-feet 16:6 51:6,7 58:24 59:13 66:7,8 71:18 83:22 84:24</p>
4	<p>6 88:25 114:15,16 115:10 159:14</p> <p>6,000 92:16</p> <p>60 26:24 100:1</p> <p>600 129:15 137:9,10</p> <p>600,000 121:16 123:7 150:8</p> <p>650,000 18:25 19:1</p> <p>6500 83:22 84:24 85:10</p>	9	
	7		
	<p>7 88:25 104:12,16 113:1 114:15 115:10 136:5 159:14</p> <p>700,00 123:10,25 150:11</p> <p>700,000 135:2</p> <p>775,000 112:17</p> <p>78 96:22</p>	A	
	8		
5	<p>8 14:14 117:7 118:20 119:4,11,23 120:11</p>	<p>a.m. 50:9</p> <p>abide 14:20</p> <p>ability 103:22 142:21</p> <p>able 23:22 28:19 39:8 50:11 51:9 53:18 60:18,21 63:13 65:19 72:6 85:1 104:25 105:10,12 110:23 123:11 124:24 133:17 134:1,8,17,24 135:2, 10 146:4 148:2</p>	
<p>3 44:22 50:9 64:6,7 88:25 89:5 108:20 112:4 115:10 135:4 154:6 191:15</p> <p>3.3 18:1</p> <p>30 70:5</p> <p>300 105:7,12 107:7</p> <p>300,000 16:8 123:22, 24</p> <p>315,000 16:6</p> <p>33,000 100:21</p> <p>34 118:13</p> <p>3400 100:21</p> <p>350 145:5</p> <p>395,000 100:22</p>			
<p>4 58:24 73:3 80:25 81:6 154:6 159:2 160:2</p> <p>4.7 18:1</p> <p>40 59:14</p> <p>40,000 51:6,7 59:13 60:2,5 71:18 97:14</p> <p>400 44:22 105:8</p> <p>420 107:6,8 108:21</p> <p>45,000 17:11</p>			
<p>5 88:25 100:11 104:19 107:8 112:5 115:10 159:14</p>			

85:10 97:7,14,15 100:21 104:7 121:16 123:4,22,24 134:3,6, 9,25 135:2,11 145:4 150:7	102:21 168:3	afford 51:9	115:22 121:5 128:5 134:2 152:12 153:15 161:3 167:23 168:23 174:5,6,7,9 177:20 178:4,6,7,14,15,22 179:5 181:24 182:4, 7,8 189:22 190:17
acronyms 39:6	additional 8:5 72:4 87:5 96:23 97:10 126:19,20 185:2	affordable 70:6	agreements 126:4 167:18
act 9:2,8,21 60:24	additionally 129:5	afternoon 127:17 166:9 177:10	agricultural 18:8 89:13,20 91:19,22 92:2,6 93:1,5 95:9, 10,18,22 102:1,19 129:20
action 4:15 114:25 171:10 183:13	additions 8:19	afterthought 140:24	AGWA 60:23
actions 13:3,10 45:8 125:24 126:7	address 2:23 3:17 6:23 52:21 65:21 84:20 154:16 159:1	agencies 26:22 114:19 128:15 165:1,16 189:9,13 190:9 191:3	ahead 3:10 5:2 7:8 13:19 15:25 17:1 57:18 72:24 77:6 81:16 117:10 171:4 173:11 175:9 177:8 179:11,12 180:19 181:2 183:11 185:13 187:13
active 14:8	addressed 23:17,18	agency 4:5,9 7:24 48:14 167:17 168:1 169:6 175:16 177:16,17,21 178:18 179:3	aids 11:10
actively 68:16 151:15	addresses 7:24	agenda 2:22,24 6:16, 18 7:4,9,11 8:20 11:21 21:9,12 48:15, 18,21,23 160:25 166:4	airport 66:23 86:8 114:24
activities 83:20 86:4 151:4,18 152:22 153:1,3,4,10,16 154:6,8 155:4,8 156:5,11,16 158:10, 12,17 159:11,17,21	adjourned 192:3	agg 26:24 55:11 92:10,14	alignment 158:10,13
activity 144:14 152:20 155:11,13, 15,17,18,20,22 158:15,19,22 159:8	adjudicated 144:18	ago 63:4 169:7 181:22 182:19	allegations 147:1
actual 18:22 30:20 32:7 37:1 105:7	adjudication 12:8 42:6,10 78:5	agree 33:2,3 43:24 47:1 142:8 169:15, 18,22 177:13,15 178:3	allocate 47:25
acute 78:13,16	adjudications 39:1	agreeable 117:14	allocated 46:10
Adam 36:16 39:21 52:6	administration 133:1	agreed 13:22 32:9 63:15 68:6	allocation 43:1 48:1
adapt 118:13,14	adopt 126:23 127:1 184:2	agreeing 52:16	allow 43:25 45:6,23 47:4 106:8,12,13 120:20 122:12 152:6
adaptive 53:1 61:25	adopted 153:7 168:12 178:4	agreement 4:2 6:6 8:10 19:14,22,23 20:21,22 28:12 40:2, 5 48:12 49:1,7,21 51:14 52:16 53:14 54:5,23 55:2,15,21 58:8 60:10 61:19,22 62:3,17 63:6,16 68:14 82:23 109:11	allowed 113:11 144:20
add 6:20 7:20 20:25 68:20 137:12 147:21 159:25 162:18 173:1 176:3 179:10 184:18	adopting 71:7 88:12 126:25 151:24		allowing 108:15
added 54:2	adoption 51:14 152:3		allows 125:19,21
addendum 123:5	advance 12:1 13:15 72:7		alluding 176:7
adding 184:21 185:20	advanced 104:23		
addition 20:11 70:4	advantages 175:20		
	adversary 51:3		
	adverse 126:7		
	advice 52:6 70:24 88:5 126:12 140:14		
	advisory 13:2,11 36:6,25 39:11 41:10 166:14,22 168:10, 19,22 169:2		

Watermaster Board - Special Meeting

Chino Basin Watermaster

Alonzo 127:13 131:5 153:21	150:11 152:13	applied 122:7	approximately 75:21 94:3
alternate 118:8,9	anchor 158:20	apply 69:24 107:23 146:5 147:14 175:24	April 12:7 161:9
alternative 131:24 132:8 134:21 141:6, 21 148:16	Andrew 177:6	applying 63:4	aqueducts 144:24 145:1
altogether 85:9	Andy 73:5 75:16 84:22 87:7 90:22 115:9 147:18 148:11 162:3 163:3	appoint 39:19	aquifer 29:3 73:19, 21,22 74:3,9,10,20 75:13 76:6 77:17,25
amazing 160:10 164:15	anecdotal 35:9	apportion 46:10 144:25	aquifers 74:13
amend 118:15,16 174:8 184:13,15	announce 165:18	apportioning 46:14	Archibald 75:24 92:13
amended 185:16 186:1	announced 35:10	appreciate 7:15 37:15 76:20 177:10	area 17:5,7,24 18:5, 13,15,23 19:2 25:12 42:7 60:19 73:17,18 79:20 80:16 83:23 84:10 85:3,13,15,17, 21,23 87:11,14 89:24 90:3 93:12 100:9 101:5,9 110:10
amending 184:20	annual 71:12 84:18 87:25 88:11 106:23 115:15 145:5	appreciated 162:1,13	areas 41:2 76:11 80:5 89:6 93:21 101:6 125:12,13,14,15 149:18 163:22
amendment 153:15 161:3 167:13 174:10 182:8 186:4	annually 71:7 72:6	approach 6:2 33:7 105:21 172:19 190:22	argue 51:25
amendments 174:6	anomaly 87:18	approached 170:5	argued 61:9
amorphus 179:25	answer 35:7,8 69:3 170:25 175:18 178:6	appropriate 34:22 48:2 117:17 155:22 181:18,21 182:3,17 183:4	arguing 140:16
amount 19:2 40:21 67:8 100:25 122:25 155:22	answered 76:9	appropriators 3:13, 20 6:1,9 169:1 170:10 172:6 179:25	arguments 39:13
amounts 122:13 124:18	answering 72:19	approval 4:7 45:6 49:3 54:15 88:14 168:2,9,19 172:16, 21 173:2,12 184:18, 23,25 185:20 186:2	arm 177:18
Ana 89:18,22 90:5,16, 23 93:10,13,14,15, 16,23,25 94:1,18 95:13 98:9 99:3 106:21 110:1 119:10 129:4 133:12 165:18	anticipate 169:24	approvals 60:18	arrangement 41:17 58:5
analogize 174:12	anybody 3:1 34:4 56:1 83:6 99:10 145:8 149:1	approve 9:4,10 126:22 168:11 173:22 184:9 187:3	arrest 134:14
analysis 3:25 4:5 5:14 114:10 166:15 167:5,19 168:21 169:13,14 170:3 172:11,23 175:17,21 177:23 178:17 182:15	anyway 136:13 165:16	approved 54:23 61:7, 8 71:6 123:9 146:3 166:21 168:22 170:16 172:1,2 184:18	arrows 42:14 94:18 189:23
analyzed 123:17	Apart 151:5	approves 71:5	artificial 101:21 102:25
	apologies 171:15	approximate 49:25	ashen 57:5
	apologize 152:7 153:19 186:22 187:9 188:16		Aside 31:3
	apparent 4:3		
	appeal 4:16		
	appended 49:5		
	applicable 4:15		
	applications 71:4 126:23		

Watermaster Board - Special Meeting

Chino Basin Watermaster

asked 14:17 31:17, 18,24 43:22 129:13 161:20 164:18	165:23	Aye 186:8 187:21 188:4,6	basin 12:8 14:3,6,8, 10,17 22:18 23:4,13, 17 24:20,22 25:14 26:18,21 27:20 28:14,15,20,23 29:12 32:20,24 33:23 36:25 42:17 45:23 48:13 53:8 61:12,14,22 62:2 63:23 64:3,5,9,11 65:8,13,17 66:13,18, 19,22 67:1,9,25 69:6 70:14 71:10 73:14 76:2,3,5,18 78:12, 13,16 80:3,5 81:4 82:6 85:12 89:7,8, 14,16,17 90:1,14,19 91:6,8,17,18 93:1,8, 9,12,15,17,18,22,24 94:4,16,19 95:9,11, 17 96:6,8 100:16,18 101:9,12,22 103:1,6, 13 104:17,18 105:13,19 106:2,18 108:16,24 110:10,14 111:4,13 112:8,19, 21 113:12,16,23 114:16,19 115:1 116:22 117:3 119:5, 10 120:10,13,16,19, 23 121:12,21 122:11,13,21 124:4, 14,18,21 125:12 128:24 131:7,9,23 132:1,3,6,9,22,24 133:12,17 134:9,13, 17,20 135:1,12 138:5 139:4,7,9 140:23 141:1,3 144:7,8 145:12 146:9 148:1 149:23 150:17,24 153:25 154:15,18,20 155:19,21 156:21 158:23,25 159:16 160:4 165:1 181:3
asking 6:2 14:16 21:10 76:9 140:12 154:13 161:9	attended 11:22	<hr/> B <hr/>	
aspect 97:20,22 124:25	attention 20:10,24 83:3 138:19	back 13:8 15:19 19:5, 8 23:2,3 27:18 32:5, 8,19,23 39:25 40:12 56:22 57:6,7 58:7,24 67:20 75:18 78:14, 24 79:12 95:8,19 96:24 100:1,2,7 104:23 108:5 116:12 117:7 129:13 135:23 136:5 138:13,20 140:2,11 146:19 157:8 159:14 161:5 164:14 166:2 171:9 183:12,15 187:2 190:5,7	
aspirational 181:12 182:25	attorney 146:16 181:20 190:11	background 21:4 44:24 73:11 79:15 176:14,18	
aspirations 43:4	attorneys 45:25 180:25	backing 120:8	
assembled 138:20	Atwater 34:19 36:11	backup 116:13	
assessment 122:7 133:2,3	audible 130:2	bad 109:8	
assessments 132:6, 25 167:22	audio 2:1 192:4	balance 69:1 112:20 123:1 133:22	
asset 120:18,19	augmen- 146:21	bar 135:5	
assign 46:18 139:13	augmentation 146:2	barrier 104:18	
assistance 70:24 88:5 115:17 126:12	August 31:14	bars 67:14 93:3 95:3 97:6 112:13,23,24 114:3,4	
associate 57:2	August/september 54:17	base 28:11	
associated 26:3 80:21	authority 3:18 5:17, 22 147:12 179:15 189:15	based 25:11 28:15 33:25 166:18 171:20 173:5 183:3	
assume 47:11 152:17	authorization 174:1	basically 29:8 42:9 74:6 128:6 131:19 172:12 184:16	
assumes 5:3	authorized 3:23 18:14		
assuming 18:21 47:12	authorizing 9:1,20		
assurance 55:6 71:17	availability 162:18		
assurances 46:24 47:13 48:10,21,22 49:21 52:17 58:4 63:16	available 62:5 64:1 87:4 101:3 120:1 162:20 176:20		
attached 167:6	Avenue 92:13		
attachment 39:20 178:5	average 67:16		
attainment 106:18	avoid 7:17 179:19		
attendance 11:17	avoided 133:9,13 134:10,12 136:21		
	aware 3:11 33:23 98:3 172:9		
	Ayala 76:11 78:1 141:22		

basins 42:5 66:20 73:17,20 85:11 86:9	131:15,16,21 133:19,23,24 135:14,25 136:1,6,7 137:17 138:1 139:21 175:25	34:9	bombs 56:25
basis 45:1 106:2 146:12 153:14	Bernardino 14:14	black 124:5	book 31:2 160:21
batches 67:24	Bernardino/ontario 17:7,24 18:15	blank 164:25	bordering 35:13
beautiful 138:21	best 16:1 52:25 53:5 56:19 96:17 150:16 180:23	block 43:10,19,21	bore 77:14,19 78:1
beauty 115:3	bet 157:11 176:23	blocker 43:9	borrowed 68:1
began 46:22 50:3 99:23	better 14:16 28:3 42:24 47:16 72:21, 22 73:15 86:1 113:24 118:4 141:21 142:1 150:17 164:2	Bloomquist 53:1	bottom 112:24 125:17
beginning 2:1 21:7 40:12 71:9,15 78:7 95:1 119:6 179:10	beyond 5:1 52:19	blowup 160:6	bottoms-up 31:16 33:7 42:10
begun 45:1 53:15,16	big 32:15 34:14 58:21 80:17 91:4 92:15 97:17,21 104:8 131:13,14 137:13,15 143:5	blue 67:6 68:10 93:2 112:23 123:3 125:12	bought 60:24
behalf 161:19	bigger 17:3,23	bluetooth 130:12	Bowcock 10:12,13 186:7,8 187:20,21
behaving 113:24	biggest 76:11	board 2:23 3:12 4:14 5:9,17 6:8,23 8:21 11:12,16,20 12:16 13:2,3,8,10,11,12 14:6,7 15:15,16 32:12 37:19,21 38:2, 8,9,10,16,19 40:20 42:18,19 60:21 62:7 65:4 71:2,4,5,20 88:10 90:8,10,11 98:21 105:21 106:21 107:11 108:10,11, 14,15 109:10,14 113:20 114:19 115:21 125:25 126:22 138:4 139:17,24 140:22 142:9 151:23 161:14,20 162:6 163:10,21 166:9,18 167:8 168:12 170:5, 7,24 171:2,9 175:7 176:24 177:10 180:2 183:12,15	box 55:7
beige 93:3	binder 12:20	boards 4:6	boxes 40:1
belief 24:21 45:9	bioevaluation 182:15	Bob 22:14 37:19 82:9 184:10	Brad 175:14
beliefs 32:2	bird 145:19	body 5:21 171:20	Brad's 179:1
believe 16:5 32:22 46:6 50:16 83:14 177:19 182:22 183:18 191:1	bit 3:6 12:10,15 13:20 19:7,13 20:23 26:11 29:20,23 41:15,20, 24 73:11,15 85:10 89:12 101:13 103:3 115:8,24 123:20 132:14 133:6 134:15 135:8 137:22 148:14 154:7 160:24 164:2		brain 62:2 164:17
believed 47:12	bite 139:25		branch 45:14
benchmark 129:1	biweekly 31:13 33:19		break 22:5 26:6 62:19,20,23 63:1 117:11,17,18 162:3
benchmarks 80:8			breakaway 143:20
beneath 93:14 120:7			breakout 137:23
beneficial 88:8 90:12 120:24 162:9			breaks 43:15
benefit 46:20 47:16 61:16,17,23 62:8,10 68:18 70:25 106:7,9 108:4 113:6 114:1,9, 10,12 115:15 120:19 122:10 133:7			breakthrough 50:10
benefited 141:2			bridge 36:11
benefits 16:18 69:21 120:21 126:18			bridges 26:7
			brief 7:16 37:8
			bring 20:2 22:6 23:21 41:9 83:8 114:13 117:24 134:8 170:18 171:9 183:12,15 190:19
			bringing 6:17 27:8 39:11 96:24 132:1

Watermaster Board - Special Meeting

Chino Basin Watermaster

brings 8:24 55:20	192:2	capping 20:6	175:17 177:16,17, 21,23 178:17 179:3, 16 180:8 181:15 185:25 187:16
broad 25:22 123:20	busy 22:20	capture 69:8 99:8 103:14	certain 4:21 36:8 43:6 48:21 53:6 106:24 120:7 171:23
broader 17:7 18:13, 23	buy-in 34:11	care 141:1	certainly 4:17,24 5:7 12:21 23:13 24:19 27:24 55:1 80:16 82:5 103:14 162:6 165:12 174:24 179:24 189:12
Brooks 85:12	C	careful 29:1	certification 54:6
brought 22:3 26:21 43:22 57:15 153:22	C1 184:6,9	Carol 88:25 89:1,3 133:16 152:5 153:19,20 156:9 160:9,10	certified 7:25 8:1 54:16
Brown 9:2,21	C2 184:20	Carolina 97:19	cetera 49:16 107:24
Bud 27:11	cake 74:6	Carroll 27:11	chair 2:17,18,20 3:4, 8,10 6:13,25 7:5,8, 16,18 8:14,16 9:6,8, 14,17 10:22,23 11:1, 6,9,11 21:6,17,20,23 22:8,11 56:23 62:24 118:3 161:5 166:2 170:19 171:8,13,16 175:9 177:6,8 179:7, 11 180:16,18,19,21 183:5,7 184:8,14,20, 25 185:2,8,13,16,19, 21,23 186:17,18,21 187:2,7,9,12,14 188:5,6,11,22 189:1, 3 191:7,23
budget 3:7 112:10 166:12,13,14,17,21 168:7,9,11,12,20 170:16 184:18	calculated 135:4	cart 6:4 182:9	Chairman 3:3 6:24 7:7 11:15 166:8 170:17 175:8 176:22
budgeted 183:22	calculations 133:25	cartoon 74:4 93:7	challenge 15:14 25:19 28:6 55:8 182:20
build 28:16,21 47:16 53:19 60:16 147:6	calendar 38:25	case 3:20,23 32:10 104:3 146:5 158:5 168:20,25 169:9 170:2 177:22,24 179:21	challenges 65:8 125:14,16 150:3,4 190:5
building 29:9 68:25 135:6	California 15:10 29:24 58:25 108:12 141:7 144:25	casing 130:4	
built 16:12 18:10,22, 25 59:10 68:2 72:8 95:15 96:4 98:19 103:12 120:7	call 2:21 9:18,19 27:13 31:5 74:12,15 90:24 93:16 95:5 108:3 185:25 187:8, 15	cause 25:4 44:6	
bump 17:13	called 28:13 30:4 44:17 52:4 61:10 62:4 65:22 79:16 106:6 107:5	caused 86:17	
bumping 150:8	calling 42:20 75:20	causes 80:19 81:11 82:2	
bunch 98:16	camera 24:4	causing 120:24	
burden 142:4	canals 144:23 145:1	CBA 60:12 134:4	
Bureau 58:23	cap 62:4	CBFIP 68:1 109:4	
bureaucrats 141:11, 17 142:2	capabilities 36:24	CBP 173:11	
Burton 2:9,10 10:14, 15 171:4,5,11,15 172:15 173:3,14,18 174:3 175:5 186:9, 10 187:22,23	capacity 26:5 39:2 51:6,8 71:8,10,18,24 72:4,8 108:23 110:25 119:23 120:23 122:12,20 123:4,5,7,10 126:24 150:7,10 159:9	cease-fire 40:5	
business 3:5 8:24 9:20 18:8,9 19:5 160:25 162:12 170:2 187:15 191:17,19	capita 17:6,8	central 30:5 134:23 143:18 144:7,23	
		CEQA 3:7,18,22,23, 24 4:5 5:11 6:2 7:22, 23 8:2,5,6,12 13:23 45:5 46:3 53:14,16 54:3,10 128:5 166:5, 11 167:5,12,16,17, 25 169:3,4,10,19,23	

Index: brings—challenges

challenging 56:2 179:1	Chief 37:6	clarify 185:19	128:13,22 129:8,11 133:3 157:24
chamber 35:11	Chino 3:13 12:8 14:3, 6,13,15 23:4 25:16	clarifying 4:19	collecting 29:15 128:1
chance 11:21 138:12	26:1 32:11 42:15,17 66:24 67:25 80:11	class 163:21	collection 20:12
change 25:5 126:23 147:4,5 165:19 183:24	81:23,25 82:1 84:8, 12 93:15,24 100:16 101:9,12 103:1,6,12 106:18 107:5 110:10 114:24 115:1 119:5, 9 120:10,13,19,23 121:21 122:21 124:4,21 131:23 132:1,2,6,9 133:17 134:17,20 135:1 138:5 139:4 140:23, 25 141:14 150:17 167:3 180:18 181:3	clawing 58:24	collectively 120:2,3,5 122:24
changed 120:13,15 150:14		clay 73:24 74:2,7,12, 24,25 75:1 76:2,15, 18 77:10 78:20 80:3 85:1	collects 130:8
changes 107:3 131:2 170:12 172:8		clays 75:4,5,6,9,10, 11,14 76:25 77:12, 21,23 78:23	color 79:15
changing 150:23		cleaning 113:16	color-coded 101:6,12
channel 65:10 175:14		clear 26:2 103:2 125:22 168:19 183:21 188:22 189:9,10,16	Colorado 42:12,13 49:24 58:25 110:13 111:6 116:3
channels 24:22 68:11		clearly 16:6 102:15	colored 124:8
chaos 140:8,9,10,18		climate 147:4,5	colors 122:25
chapter 19:19 63:20 64:6,7 154:5 160:2	choice 138:24	close 8:18 17:1 30:8 56:21 74:18 143:21 161:24 183:12 190:25	combination 60:20 88:22
chapters 152:9 153:8 154:6	choose 157:5 161:1 169:15	closer 50:7 111:4 116:22	combined 103:22 108:21 133:19
characterize 81:9	chooses 157:20	closing 165:21,24	combining 53:8
charge 70:13	chose 52:22 157:24	clue 45:15	come 11:20 16:18 32:19 43:9 63:12 71:3 81:25 83:10 85:25 88:6 92:5 138:13 140:21 166:2 191:18 192:2
charged 5:19 90:12	Chris 82:18 142:18	coincide 78:18	comes 14:5 30:11 48:6 71:13,20 77:13 88:12 106:11 110:25 131:14 143:14 172:18
Charles 162:3	chunk 92:15	collaborate 89:4	coming 11:23 18:6 42:5 54:12 65:24 72:7 83:25 112:10 115:24 160:20 189:8
chart 16:21 67:20,21 68:19 92:25 94:12, 13,14,25 96:5,12 97:24 101:10,11,24 102:15,20,24 103:21 112:12,22 113:9,10, 19 122:20 138:10 159:13	circular 37:15	collaboration 127:11 165:6,15 181:15	comment 3:5 6:19 7:11,16 8:15 92:7 97:25 98:25 110:8 116:3 162:7 170:22
charts 18:12 20:15,20 103:22 108:17 124:8 164:18	circumstance 43:13 184:3	colleague 180:6	
cheap 112:1	circumstances 47:17 170:12 172:8	collect 84:5 128:18, 20 129:4,25 130:5, 15,18 132:25	
checked 190:1	cited 39:21	collected 122:3	
chewing 140:1	city 3:13,14 7:21 14:13 26:1 66:24 80:11 82:1 84:8,11 85:23 167:2,3 180:18		
	claim 167:9,10,11,24		
	clarification 6:15 76:15		

177:4 179:9 189:5	community 18:8,9 136:2	25	concluding 175:21
commenting 7:6	compact 77:12	composed 73:23	conclusion 5:4 21:13 25:1
comments 2:22 6:14, 16,21,23 7:4,10,11, 13,19 8:17,18 54:12 88:20 98:22 149:1 151:13,18,22 152:2 164:10 170:23,25 171:1,3,10 175:7 177:1 180:17 183:8, 10,12 187:10	compaction 76:7 77:17 78:21	comprehensive 64:24,25 73:3 127:25	concrete 65:14
commercial 102:9	company 30:4 167:2	compress 75:11,15 77:1,10	concreted 65:11
commit 52:15 61:23	compare 68:12 94:7, 10 96:22 104:5	compressibility 77:23	concurrence 173:16 174:22
commitment 51:7,10 54:6 55:10,11 83:21 109:1,7	compared 132:2 134:21 135:1,6 153:1	compressing 137:21	concurrent 47:13
commitments 52:24 83:4 106:13 109:6 174:5	comparison 77:21 129:11	compression 85:4	condense 162:19
committed 53:6 113:15	compassion 76:22	computer 148:5	condition 54:8 130:19
committee 13:11 36:6 39:11 41:10 83:3,16,25 84:2 87:25 88:1,7,11 115:14,18 129:5 166:14,22 168:10, 19,23 169:2	compel 179:16	concentration 105:7	conditions 23:16 120:13,15,16 176:15
committees 12:17 13:2	compelling 182:1	concentrations 104:24 105:16	conduct 14:22 87:24
committing 52:16 174:13	competition 104:2	concept 28:13 33:17 180:1	conducted 12:6
commodity 62:5	compile 30:22	conceptual 73:13 93:7	conference 56:18,23
common 24:21 28:11 142:22	complete 37:15 42:19 64:2 96:15	conceptually 69:24 93:13 94:15	confidence 36:4 161:19 163:12
commonly 35:18 90:24	completed 44:7 50:18 65:23 66:4,11 117:8 171:24	concern 3:17,21 4:3 5:16 27:20 43:3 60:8 76:5,11 80:5,18 83:1 90:13,21 119:4,7 169:8	confidential 191:13
communicates 130:11	completely 33:1 46:7 61:15 81:3 94:22 180:24	concerned 15:1 24:25 98:18	confirmation 21:10
	completion 114:21	concerns 15:4,11,12 24:18 26:20 28:16, 19 114:17 122:1 168:6 171:22	conflict 4:8 15:14 134:10,12 167:25
	complex 40:17 74:5 131:6	conclude 175:19 191:11	conform 4:15
	compliance 71:8,13 181:15 183:2	concluded 176:2	confusing 5:20
	complicated 73:10	concludes 11:11 135:14 161:16	connected 159:13
	comply 8:5 55:3 72:2 121:2		conscious 55:16
	component 69:9 174:22		consensually 42:8
	components 173:5,		consensus 5:18,23
			consent 48:18,20
			consequence 43:8 96:16
			consequences 150:24
			conservation 16:3, 21,22 17:2 66:2,14

Watermaster Board - Special Meeting

Chino Basin Watermaster

68:15 98:17 100:6 102:18	continuing 40:16 111:3	conveyances 100:18	count 90:10 143:25
consider 7:13 170:12 172:7	continuous 73:25 74:1	convince 51:25	counterpart 29:18 153:8
consideration 152:3 166:10	contour 80:9	cool 42:7	counting 144:4 145:12
considerations 26:17	contractual 55:17 178:21	cooperate 148:18	counts 143:25 144:2, 5
consistency's 37:23	contractually 178:7	cooperation 30:24 70:20 131:8,11	County 14:14 34:1 90:6,17 93:23 98:1, 4,22 99:18
consistent 6:5 7:22 45:12 121:21	contrary 181:19	cooperative 114:18 138:6 139:5	County's 99:8
consistently 111:3	contribute 149:1 163:11	Coopman 56:9	couple 17:5 32:19 43:16 79:14 83:14 119:13 121:14 154:8 164:10 169:7 181:8 187:10 189:7
consternation 190:7	contributions 70:10, 23 115:13,16	coordinate 99:17	course 15:13 16:21 17:13 18:23 35:3 53:10 64:11 70:25 92:12 106:11 127:11 128:15 130:25 153:17
constructed 100:17 134:24	contributor 143:5	coordinated 107:10	courses 102:6
construction 66:12 68:6 77:15 102:11, 14 106:14 109:3 128:10 129:8	control 43:1 46:1 53:8 61:14 66:1 68:15 89:21 90:1,24 91:6 94:23 102:11, 13 109:1,5 170:9 190:5,21	coordination 85:20 115:1	court 3:22 19:8 23:14 29:19 31:9 35:5 36:3,15 43:14 44:5 50:14,20 51:3,4,5, 10,25 52:1,5 54:13, 14,22,23 55:13,16, 18,19 60:4 61:7,8,9, 12 71:14 84:19 88:14 128:5 139:6 142:7,16 146:4 152:13 177:18 189:23,24
consultant 87:12 161:8	controlling 37:17 91:7 94:17 168:18	coordinator 65:2 70:13	court's 30:16 44:4 50:24
consultants 88:6 131:13	controls 106:19 168:17	corner 125:17,18	court-appointed 30:12
contacts 76:24	controversial 4:13,23	Corona 60:14,18	court-approved 61:5 132:23
contamination 114:23	controversy 5:16 28:10	corporately 134:17	
contemplated 19:10	convened 83:24 114:22 150:20	Corps 99:6	
content 75:14 153:20	convener 115:13	correct 28:5 30:17 107:12 110:14 156:13 177:25 185:22 187:7 191:19	
contentious 42:13	conversation 22:23 37:8 138:3 155:25	correctly 150:12	
contest 49:2	conversations 42:20	cost 5:23 25:11 43:2 44:20 47:25 48:1 70:3 82:15 111:22 131:15,25 132:2,7, 13 134:24 136:21 137:17 182:23 183:2	
context 4:25 5:11 40:15	conversion 18:7 25:8	costs 46:2 131:19 132:10,14	
continue 14:2 117:6, 18 162:20 176:5 191:4	converted 18:21	council 39:3	
continued 144:21	convey 63:14	counsel 3:16 6:9 161:7 168:5,14 177:7 180:13	
continues 14:19 74:13 122:3	conveyance 155:16		

Index: consider–court-approved

covenants 55:5	135:20 162:16,22 163:16		decided 190:6
cover 14:12 20:18,23		D	decides 190:6
covered 65:14 70:3 166:19	cubbyhole 49:2,3	dairies 102:19	decision 43:1 44:20 55:16 178:19
covers 101:9 127:3	cumulative 100:22 112:14,16 113:2 114:4 134:7 169:14 173:25	damages 82:7	decisions 13:3 28:3, 5,12 48:24 163:11
COVID 66:5		dandy 20:14	declare 61:13 62:25
cows 40:24 41:8	cumulatively 66:6 122:12 134:2	darker 74:7	declare 61:13 62:25
crafted 51:19,20		data 28:3,4,17,25 29:9,15 31:2,4 42:24 45:13,21 72:20 79:8, 10 83:4 84:5 87:12, 13 88:2 122:3 127:10,12 128:1,13, 22 129:5,8,11 131:12 149:24 182:14,20	decline 78:4,18 95:11,16,18,22 96:13 97:10 129:19
Craig 32:10,11 180:18,20,22 183:6	Curatalo 2:17,18,20 3:4,8,10 6:13,25 7:5, 8,18 8:14,16 9:6,8, 14,17 10:22,23 11:1, 6,9,11 21:6,17,20,23 22:8,11 166:2 170:19 171:8 175:9 177:6,8 179:7,11 180:16,19,21 183:5, 7 184:8,14,20,25 185:2,8,13,16,21,23 186:17,18,21 187:2, 7,12 188:5,6,11,22 189:1,3 191:7,23	database 28:16	declines 78:6,10
crazy 113:19 138:8		dataset 28:21	declining 89:20 93:2, 4
create 13:18 15:22 31:21 145:14 178:8		date 43:25 44:3 45:20 63:24 142:12 162:23,24	decorum 42:19
created 12:14 13:7, 16,22 19:8,15 28:13 31:15 108:23 149:6 152:23 153:6 178:4, 9		dated 176:6	decrease 16:8 75:4
creates 182:2		David 127:13 131:5 153:21	decreased 129:19
creating 19:6 140:17	curious 136:4	David's 136:5	dedicated 68:12
creation 64:12 131:17	current 36:25 110:21 130:19 150:21 151:1 170:11 172:7	day 21:8 40:1 50:8 54:21 154:4 191:25	deep 25:17 43:2 69:4 82:1
credit 46:12 62:4	currently 84:19 144:18	days 140:11 142:14, 15 143:8	deeper 74:19,20
critical 47:8 95:21	curtail 59:5	deadline 59:2 142:15	deeply 88:8
cross-assurances 48:11	curtailing 59:2 147:3	deal 28:10 55:9 58:12	defensibly 122:5
cross-commitments 55:12	curtailment 145:4	dealing 27:21 65:7	defer 175:11
cross-section 73:16, 18	curtain 24:14	deals 71:8	deferential 25:22
cross-talk 23:25 24:3,6,8,12,16 38:4, 6 63:9 72:13,17 82:11 86:12,20 87:1 91:2 97:2 99:22 107:18 109:16 111:11 116:7,15 117:22 118:2,7	customers 92:18 133:15 134:5	debt 68:2	define 8:3,11 156:18
	cut 94:22 148:25	December 42:3	defined 146:13 155:3 158:7
	cycles 124:11	decide 28:7 178:1,2 190:12	defines 119:23
			definitely 30:10 54:12 87:21 96:13 111:25 114:14 117:2
			definition 22:24 51:13,20,24
			definitions 157:13,14
			deform 76:24

<p>degradation 26:17,20 49:16 106:8,12 108:15</p> <p>degrade 111:3</p> <p>degraded 35:15</p> <p>degree 51:3</p> <p>delaying 181:23</p> <p>deletions 8:19</p> <p>deliver 88:23</p> <p>deliveries 100:20</p> <p>Delotch 140:12</p> <p>demand 16:3,4,6,7,20 17:2 18:11</p> <p>demands 89:23 102:18 123:15 181:3</p> <p>demonstrate 122:19</p> <p>demonstration 114:9</p> <p>deny 4:12</p> <p>Department 35:23</p> <p>dependent 23:5 54:6</p> <p>depends 110:24</p> <p>depth 130:3</p> <p>depths 77:19</p> <p>desalter 57:23,25 60:14 89:11 92:4,5 93:3 94:15,20,22 106:19 112:5,13 132:18,21 136:25</p> <p>desalters 52:4 58:9 59:10 71:13,14 89:25 91:5 95:15,20 97:21 104:6 106:18 109:4,21 115:1 132:12,13,17</p> <p>desalting 51:6,7 53:6 136:22</p>	<p>describe 19:13 156:15</p> <p>described 41:18 64:14 73:4 156:5,19 172:4 181:13,17</p> <p>describes 121:5</p> <p>describing 55:24</p> <p>description 53:20 64:24 169:23 170:15 171:20 172:1,4,10, 14,17 173:1,12</p> <p>designated 32:11</p> <p>desire 47:5</p> <p>desktop 87:3</p> <p>desperate 47:8</p> <p>destruction 12:12</p> <p>detail 63:10 162:18 174:18,20</p> <p>detailed 160:15</p> <p>details 58:8</p> <p>determination 175:16</p> <p>determinations 179:4</p> <p>determine 8:4 120:6 125:10,23 176:21</p> <p>determined 173:7 182:17</p> <p>determining 177:23, 24 178:16,17</p> <p>develop 28:22 30:19 40:23 60:18 64:25 81:11 84:2,6 88:4 100:12 114:18 119:11 121:12 126:2 127:25 144:14 170:14 172:14</p> <p>developed 60:23 71:5 80:13 81:5 120:17 125:6 150:4 156:6</p>	<p>160:2</p> <p>developing 15:17 62:16 69:23 70:18 78:25 79:13 80:16 85:16 115:15 141:19 150:9 154:9 171:19 172:10</p> <p>development 19:22 27:21 30:20 36:9 48:7 60:15 63:22 73:2 80:25 104:12 105:3 119:11 122:16 136:3 141:13 149:9 152:11 161:11</p> <p>deviation 144:6</p> <p>dictated 180:8</p> <p>difference 25:21 67:13 95:4</p> <p>different 13:3,10 16:20 18:23 23:6 24:18 32:1 40:11 74:1 77:19 79:14 103:14 124:8,16,17 139:23 157:12,13 165:1 183:21 190:2, 9,13</p> <p>difficult 39:4,7 42:20 140:19 147:7,13 165:5 178:25</p> <p>difficulties 12:4</p> <p>dilute 106:17</p> <p>dimensions 139:22</p> <p>dinosaur 26:11</p> <p>diplomacy 50:5 56:21</p> <p>direct 70:5 101:11,16, 18 102:16,22 103:15,16,23 104:8, 25 106:1 158:13 170:7,25</p>	<p>directly 101:19</p> <p>Director 184:16</p> <p>disagreed 61:12</p> <p>disagreement 81:23 179:2</p> <p>disappeared 92:12</p> <p>disappointed 4:10</p> <p>discharge 94:23 95:13 99:8 111:19 128:9 129:3,7</p> <p>discharged 94:1</p> <p>discharges 95:5</p> <p>discontent 14:10</p> <p>discrete 48:24</p> <p>discuss 151:13 166:23,25</p> <p>discussed 72:21 150:21 152:10 166:16</p> <p>discussing 137:25</p> <p>discussion 4:22 9:17 47:15 65:6 137:21 153:9 164:20 171:6, 8,9 184:11</p> <p>discussions 5:2,4 43:18 166:18,20 168:14 179:22 180:5,9,14</p> <p>disorganized 143:22</p> <p>disposable 18:4</p> <p>dispose 18:4</p> <p>dispute 83:18</p> <p>dissatisfaction 35:13</p> <p>dissipated 16:17</p> <p>distinction 173:8,19</p> <p>distribution 101:8</p>
---	---	--	---

Watermaster Board - Special Meeting

Chino Basin Watermaster

District 3:14 14:7,14 47:6 66:2,14 68:15 98:22 167:2	dozen 30:19	134:1,11,12,25	140:5
distrust 37:16	draft 54:4,9,11 88:4	Duncan 162:3	economically 165:14
dividing 75:21	drafting 20:17,19,22 30:20 49:20,21 50:4, 6	duplicating 7:17	economics 98:17
division 179:17	drain 75:8,14 77:1	durable 28:5	Edgar 63:17 149:11 154:12 156:5 157:23
divisional 66:4	drained 77:10	dust 102:11,13	edges 164:1
document 19:19 50:18 150:1 152:9, 24 160:23 168:18 169:8 170:3 172:24, 25 182:1,17	draining 75:6 78:22	duties 14:20	educational 11:19
documentation 8:5	drains 75:10	duty 55:18	effect 18:16 96:6 125:7
documents 151:7,12	dramatic 16:10	dwelling 67:22	effective 83:17 182:23 183:3
doing 25:10,11 28:10 30:5 40:21 45:20 50:25 56:21 80:7 85:15,24 87:2 91:8 103:16 139:13 145:25 147:2 167:19 171:6 172:22 175:17 189:17 190:2,13	draw 20:10,24	DWR 44:9 143:3,7,13, 24 144:7 145:10,21 146:2,15 147:11 148:17 164:20,24 165:10	effectively 48:20
dollars 17:11	drawdown 78:12	DWR's 145:25	effectiveness 182:23
dominated 36:8	drawn 119:19	dynamics 163:9	effects 15:6 120:15 123:21 139:21
Don 140:24	dreams 43:4	<hr/>	effort 43:11 59:12 70:20 83:3 107:16 114:1 128:14 131:13,14 149:6 154:11 156:4 158:11 170:16 172:10 191:4
door 108:22	drew 80:4 110:17	<hr/>	efforts 5:19 84:4 127:9 159:20
dots 91:13,16 92:5 158:24	Drier 58:12	E	eight 150:20 151:5
Dotson 53:22	drilled 25:16 77:20 78:2 81:25	e-mail 39:24	EIR 5:3,9,18 7:24 8:1 54:16 57:22 98:20 173:4,8,20 174:4,15, 23 175:12,13,15 177:25 180:4,7 181:5,11,21,25 182:5,16,24 189:11
dotted 112:14	drink 111:15	earlier 80:13 89:7,12 92:9 106:22 107:5 108:4 158:9 170:21	EIRS 5:10
doubled 142:20	driven 28:3 59:24	early 67:6 80:13 174:17	either 35:20,21 187:10
dovetail 164:11	drivers 150:22	earn 17:16	elastic 25:21
download 130:9	driving 18:11 66:16	earthquake 116:11	element 8:11 29:16 33:1 53:9 55:8 64:19,22,24 65:7,22
downside 46:21	drop 53:18,23 98:23 130:3	easier 130:13	
downslopes 124:12	dropping 18:19 116:22	east 86:9,15	
downstream 93:23 110:3 134:11	drought 110:21 134:13	eastern 76:2	
	droughts 123:12	Eastvale 40:23 60:14, 19 92:12	
	drove 60:3	easy 48:18 109:24 130:14	
	drying 77:2	eat 22:5 117:23	
	duck 100:9	economic 6:3 61:16, 17 114:10 136:3,6	
	due 26:24,25 27:13 50:13 102:18 126:8 129:19 133:15		

Index: District–element

69:22 72:11 73:2 80:22,25 117:7 118:20 119:4 127:13,15,24 174:25	ends 184:17	54:5,7 152:14 153:18 160:23 166:15 168:21 170:3 172:11,22 174:14 176:7 178:16 183:2 189:25 190:18	evaluation 157:2 173:25
elements 8:3,6 19:24 20:1,3,4 33:6 52:13, 20 55:25 64:13,16, 18,21 88:23,25 115:6 117:7 124:23 126:11 131:20 132:10 137:18 152:17 153:2,4,5,11 154:9 156:3,7 158:11 159:17 160:15 174:20	engage 4:21 8:9 20:9 179:23 180:14	environmentally 153:17	evenhandedly 176:16
elevation 79:18	engaged 14:8 88:8	envision 157:20	eventually 15:15 74:13
Elie 2:4 9:10,22 10:16,17 183:16,17 184:8 186:11,12 187:6,7,17,24,25	engaging 169:25	envisioned 172:21	everybody 21:10,17 29:8 31:24 37:4 45:4 46:19,20 47:12,24 52:14,16 55:12 57:17 63:12,14,15 107:19 117:13 126:18 138:12 158:4 163:4 165:23 176:10 191:22
Elie's 184:16	engineer 27:11 30:4, 13 71:21	envisioning 60:10	everybody's 28:19 29:9 48:8 52:14 58:23 146:22 157:11 176:18
eliminated 81:3 84:8	engineering 43:23	equal 50:1	everyone's 172:9 179:19
Ely 86:9 101:22	engineers 84:1 99:7	equaled 66:7	evidence 32:23 80:15
embarked 149:13	enhance 94:17 100:3 104:16 157:10 158:23 159:18	equilibration 75:8	evolution 33:6 141:2
embedded 182:16	Enhanced 64:9	equipment 129:22,23 130:6,15	evolved 150:14
embracing 146:10	enhancement 64:10	equitable 14:25 121:4	Exactly 87:21 97:3,4, 11 102:5 103:18 111:17
emerged 47:15	enhances 115:4	equitably 64:11	example 47:7 51:4 52:25 55:7 101:20 112:17 126:15
emphasizes 40:16	enjoying 138:20	equity 119:20	examples 51:5
employed 142:5	ensure 106:15 119:20 120:22 121:20	escapes 119:9	exceed 67:15
enable 28:4 45:7 46:25 120:17 159:8	enter 74:14	especially 11:3 119:3 120:3	exceeded 105:23 161:22
enabled 104:17 112:6	enters 74:22 93:15	essence 19:18	exception 184:17
enabler 109:10	entertain 5:13	essential 16:16	exchange 43:20 169:25
enabling-type 172:24	enthusiasm 46:15	essentially 3:18 4:11 85:12 87:3 96:23 111:13 130:1,7 189:24	excludes 101:21
encourage 46:23	entire 51:14 60:19	establish 172:4	
ended 30:8 91:5 151:24	entirely 181:18,21	established 122:11	
	entirety 51:18	establishing 121:22	
	entities 81:20,21 82:6 121:11 127:12	estimated 68:9 134:23	
	entitle 60:18	et 49:16 107:24	
	entitled 49:3 99:2	evaluate 125:9,21,23 148:3 156:24 169:10 170:11 172:7	
	entity 3:22		
	environment 12:10 45:16		
	environmental 5:14 44:25 45:2 53:19,21		

exclusion 122:15	experiences 40:11 56:7	181:16	features 62:1 84:12
exclusively 151:6	experiencing 25:23 65:10	facilities 66:3 67:25 68:13 77:16 101:5 102:10 106:15 109:3,21 159:10	feedback 151:18,19
excuse 167:13	expertise 163:2	facility 15:10 142:23	feeder 110:11,13,18 116:11
executive 108:13	experts 83:25	facing 65:8 150:2	feeds 119:22
exercise 50:4 153:6	explain 43:13 52:23 123:20	fact 60:9 163:4	feel 20:16 35:5 113:20
exercises 13:5	explicit 13:18	facts 23:7 28:15	feeling 117:12
exhibit 178:5	exploratory 77:14	fail 14:20 145:20	feet 78:10 80:10
exhibits 96:17	exponentially 140:20	failed 14:19	felt 103:24
existing 23:16 66:3 106:7 152:8 153:3,5, 11	export 112:14,16,23 113:3,4 116:4	failing 14:21,22,24	FEMALE 2:2,4,7,9,11, 13,15,17,19 9:19,25 10:6,8,10,12,14,16, 18,20,22,24 89:2 100:11 101:18 102:2,5,9 103:18,20 104:10 107:12,15,22 108:2 110:24 112:2 113:25 114:3,8 148:13 153:21 156:13,16 157:7,15 158:2 160:8 164:10 185:18,22,24 186:5, 7,9,11,13,15,17,19, 22,25 187:14,20,22, 24 188:1,3,5,7,9,13, 16,25 189:2
exists 13:7,8 14:3	express 54:8 157:24 161:6	fair 14:25 61:8	
exit 90:14	expressed 15:5	fairly 17:1 33:7 87:8,9	
exiting 106:20	expressing 190:10	fallen 141:23	
expand 85:1 100:15 163:21	extended 66:5	familiar 62:11 119:24 129:25 134:18 155:24	
expansion 106:17 109:11 112:6	extension 3:22 109:4	famous 82:19	
expectation 12:16 44:4	extensometers 77:15 128:24 131:1	far 5:9 12:7 21:4 25:11 29:7 30:18 57:15 65:23 66:21 70:2 107:1 112:16 115:20 128:21 147:13	
expectations 13:12 17:20 161:21	extent 81:3 101:4 104:20 125:11 143:4	farm 60:19	
expected 33:24 62:6	extra 87:13 119:1	Farms 60:14	
expecting 45:4	extraordinarily 160:14	fascinating 136:14	
expedited 49:3	eye 80:19 87:16	fast 16:19 129:16	
expenditures 3:7 169:12 171:23 179:16		fastest 16:9	
expense 47:11	F	favor 157:11	
expensive 25:11 132:9	face 57:4	favorite 103:10	
experience 26:10,12 33:10,15 42:4 125:15 145:7 183:4	facets 119:14	fear 182:12	
experienced 33:9 78:12	facilitate 119:21 121:6	feasible 8:11	
	facilitated 122:16	feature 87:6,16	
	facilitation 121:19		file 37:4 43:8

filed 14:13 15:2 37:5 50:19 82:12	fiscal 122:22	Fontana 141:14	four 3:12,20 5:25 6:1, 9 64:7 151:6 152:9 153:7 167:1,11 168:3,6,25 170:10 171:21 172:6 179:25 189:9 190:9 191:3
filing 43:24 47:1	fissures 80:12,14	forecasting 144:13	four-chapter 19:19
final 54:2,15 88:19	fissuring 81:2	foreign 39:1 62:10	four-party 68:13
finally 121:1 153:11 167:24	fit 153:5	foremost 24:19	fourth 19:19
finance 64:11	five 50:12 137:24 165:20	forget 148:6 188:15	frame 17:9,22 18:2 30:23 39:16 50:7 174:17,18 176:1
financing 51:11	five-member 14:6	forgiveness 71:15,16	framework 49:6 121:11 122:17 123:17,19 124:1,7, 10,15 125:19,20 165:6,7
find 20:13,14,17,20 21:1	five-minute 62:19,22 63:1	forgot 27:9 152:6	framing 97:4
finding 71:7 144:3	fixed 22:2	forgotten 22:17	frankly 4:11 182:13
fine 190:22	flat 76:25	form 51:8	Fred 3:3,4 6:13 179:9, 11 180:16
finger 82:2	flawed 5:6	formal 6:10	free 20:16 106:11
fingers 77:22	flexibility 122:9 123:10,13 174:23	formation 60:12	freeway 26:8,9
fingertips 163:6	flood 65:10 66:1 68:15	formed 15:17	fresh 42:12 175:24 182:16
finish 42:9 45:17 50:11 117:6,25	flow 21:25 67:2 89:17 93:22	formulate 189:22	front 6:4 51:1 83:14 182:10
finished 50:15	flowing 90:23 94:20	forth 52:17	frustration 15:14
fire 37:9	flows 90:16	fortune 27:10	Fudacz 3:3,5,9,11 179:9,13
firebreak 57:16	flush 111:15	forward 3:9 4:4 5:12, 22 8:12 15:12 16:19 19:15,24 20:2 45:16, 24 46:5 47:4 54:22 62:11,17 80:24 81:12 117:2 129:16 144:15 146:12 160:22 171:22 173:21 174:2 176:19 177:14 180:12 181:21 182:6 191:8, 10	Fudacz's 7:20
firm 7:2 145:3	focus 4:1 5:13 33:19 76:4 100:13,15 102:13 170:5	forward-thinking 56:14	fund 47:18 88:6
firmly 182:22	focused 78:11 83:3 151:6 159:1	found 41:21	fundamental 55:9 179:2,17 181:1
first 8:24 11:25 12:20 14:6 15:2,23 24:19 29:22 31:8 37:3,4,5, 9,12 38:13 43:13 48:10 49:4 50:16,17 54:4,9 57:21 58:11 59:10,24 60:1,13 64:23 67:24 81:6 119:14 121:16 131:22,24 132:8 133:11 137:23 138:11 143:11 152:24 156:25 158:16 164:11 175:14	focusing 66:9 75:25	foundation 51:20 161:23 169:16,17 175:24	
	follow 188:18	foundational 177:12 178:3	
	follow-up 116:2	foundations 80:17	
	followed 19:12	founded 181:5	
	following 31:19 184:18		
	Folsom 2:7,8 10:18, 19 186:13,14 188:1, 2		

funded 190:6	80:1	14 175:9 177:8	138:25 139:1 143:18
funding 52:16 71:1 88:6 115:19 126:19, 20 131:12 174:7	getting 3:25 7:8 30:23 43:7 48:15 52:5 63:25 74:12 90:22 95:12,13 98:1 116:16 130:22 133:20 139:17 162:8 174:17 176:18	179:11,12 180:19 181:11 183:4,11 185:13 187:12,13 191:10	144:23 145:13,24 146:11,19 149:2 154:7,15 155:9 157:9 158:17 160:22 165:18,19,20,21 166:2 170:20 171:9 172:12,16 173:6,20 174:7,10,14 178:15, 17 180:9 182:18,19 183:11 185:16,19 188:14 189:23
funny 164:16	giggling 40:6	goal 51:21 59:12,13 156:20 157:25 158:7,14	165:18,19,20,21 166:2 170:20 171:9 172:12,16 173:6,20 174:7,10,14 178:15, 17 180:9 182:18,19 183:11 185:16,19 188:14 189:23
further 4:5 6:17 9:17 32:25 85:11 108:23 166:24,25 181:23 184:11 185:11	gist 155:9	goals 32:7 33:2 51:15 57:19 62:18 64:7,8, 12 83:5 149:19 151:1,2,3 153:9 154:6,22,24 158:3	Golf 102:6
future 15:19 42:24 52:4 62:6 106:25 120:16 125:16 148:4,10 156:18 163:24 169:15 191:15	give 4:7 21:7 46:11 52:25 54:15 69:3 109:10 116:4 128:16 134:15 135:8 137:24 141:17 149:8 155:9 161:9 162:6 163:6, 22 185:6	God 57:5	good 3:4 9:6 11:15,16 22:1,11 23:20 24:11 27:10 30:6 41:14 56:14 62:24 65:4,5 73:6 96:5 104:3 113:20 118:3 127:5, 17 138:24 140:25 146:5 148:3,4,19,24 163:9 165:25 166:9 172:20 177:10 185:21 189:3,8 191:25
G	given 3:12 4:5 13:17 165:5 174:4	goes 21:25 64:4 70:22 100:1,7 104:1 122:22 125:16 159:14	goodness 100:8 165:2
Gagen 177:6,9	gives 94:13 125:9 130:2 163:12	going 9:14 15:7 22:9, 20,21 23:2,13,14,17, 22 24:7,22,24 25:4, 6,19 26:18 29:17 34:20 35:20 36:18, 19 39:15,25 40:22 42:20,22 43:2,5,10, 19,20 44:1 45:12,13, 14,15 51:18,21 52:2, 23 53:4,13,17 54:15 55:7 57:1,13,19 58:22 59:3,5 62:5,17 63:11,17 64:2,15,22, 23 65:2,15 66:16,18, 21 67:12 68:10 69:15 73:4,7,10 80:24 81:12 84:21 86:13 87:21 88:24 89:10,13,23 90:4 94:11,14 96:12 98:16,22 109:22 112:10 115:10 116:19 127:14,17 128:16 130:5 131:15 134:20 137:19,20	goods 17:20
Gardener 10:20,21 185:12,15 186:15,16 188:3,4,18	glasses 180:24	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	gotten 163:23
Garret 118:19 127:8 134:19	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	goodness 100:8 165:2	governance 179:17
Garret's 115:24	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	going 9:14 15:7 22:9, 20,21 23:2,13,14,17, 22 24:7,22,24 25:4, 6,19 26:18 29:17 34:20 35:20 36:18, 19 39:15,25 40:22 42:20,22 43:2,5,10, 19,20 44:1 45:12,13, 14,15 51:18,21 52:2, 23 53:4,13,17 54:15 55:7 57:1,13,19 58:22 59:3,5 62:5,17 63:11,17 64:2,15,22, 23 65:2,15 66:16,18, 21 67:12 68:10 69:15 73:4,7,10 80:24 81:12 84:21 86:13 87:21 88:24 89:10,13,23 90:4 94:11,14 96:12 98:16,22 109:22 112:10 115:10 116:19 127:14,17 128:16 130:5 131:15 134:20 137:19,20	government's 4:16
gather 117:18 170:12 172:8	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	goodness 100:8 165:2	governor's 146:23
gathered 127:11	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	going 9:14 15:7 22:9, 20,21 23:2,13,14,17, 22 24:7,22,24 25:4, 6,19 26:18 29:17 34:20 35:20 36:18, 19 39:15,25 40:22 42:20,22 43:2,5,10, 19,20 44:1 45:12,13, 14,15 51:18,21 52:2, 23 53:4,13,17 54:15 55:7 57:1,13,19 58:22 59:3,5 62:5,17 63:11,17 64:2,15,22, 23 65:2,15 66:16,18, 21 67:12 68:10 69:15 73:4,7,10 80:24 81:12 84:21 86:13 87:21 88:24 89:10,13,23 90:4 94:11,14 96:12 98:16,22 109:22 112:10 115:10 116:19 127:14,17 128:16 130:5 131:15 134:20 137:19,20	grabbed 82:15
gathering 45:21 151:16 191:9	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	going 9:14 15:7 22:9, 20,21 23:2,13,14,17, 22 24:7,22,24 25:4, 6,19 26:18 29:17 34:20 35:20 36:18, 19 39:15,25 40:22 42:20,22 43:2,5,10, 19,20 44:1 45:12,13, 14,15 51:18,21 52:2, 23 53:4,13,17 54:15 55:7 57:1,13,19 58:22 59:3,5 62:5,17 63:11,17 64:2,15,22, 23 65:2,15 66:16,18, 21 67:12 68:10 69:15 73:4,7,10 80:24 81:12 84:21 86:13 87:21 88:24 89:10,13,23 90:4 94:11,14 96:12 98:16,22 109:22 112:10 115:10 116:19 127:14,17 128:16 130:5 131:15 134:20 137:19,20	gradual 75:7 99:15
Gene 56:9	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	going 9:14 15:7 22:9, 20,21 23:2,13,14,17, 22 24:7,22,24 25:4, 6,19 26:18 29:17 34:20 35:20 36:18, 19 39:15,25 40:22 42:20,22 43:2,5,10, 19,20 44:1 45:12,13, 14,15 51:18,21 52:2, 23 53:4,13,17 54:15 55:7 57:1,13,19 58:22 59:3,5 62:5,17 63:11,17 64:2,15,22, 23 65:2,15 66:16,18, 21 67:12 68:10 69:15 73:4,7,10 80:24 81:12 84:21 86:13 87:21 88:24 89:10,13,23 90:4 94:11,14 96:12 98:16,22 109:22 112:10 115:10 116:19 127:14,17 128:16 130:5 131:15 134:20 137:19,20	grain 76:23
general 6:9,16 56:24 151:25 177:7	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	going 9:14 15:7 22:9, 20,21 23:2,13,14,17, 22 24:7,22,24 25:4, 6,19 26:18 29:17 34:20 35:20 36:18, 19 39:15,25 40:22 42:20,22 43:2,5,10, 19,20 44:1 45:12,13, 14,15 51:18,21 52:2, 23 53:4,13,17 54:15 55:7 57:1,13,19 58:22 59:3,5 62:5,17 63:11,17 64:2,15,22, 23 65:2,15 66:16,18, 21 67:12 68:10 69:15 73:4,7,10 80:24 81:12 84:21 86:13 87:21 88:24 89:10,13,23 90:4 94:11,14 96:12 98:16,22 109:22 112:10 115:10 116:19 127:14,17 128:16 130:5 131:15 134:20 137:19,20	grains 76:23,25
General's 146:16	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	going 9:14 15:7 22:9, 20,21 23:2,13,14,17, 22 24:7,22,24 25:4, 6,19 26:18 29:17 34:20 35:20 36:18, 19 39:15,25 40:22 42:20,22 43:2,5,10, 19,20 44:1 45:12,13, 14,15 51:18,21 52:2, 23 53:4,13,17 54:15 55:7 57:1,13,19 58:22 59:3,5 62:5,17 63:11,17 64:2,15,22, 23 65:2,15 66:16,18, 21 67:12 68:10 69:15 73:4,7,10 80:24 81:12 84:21 86:13 87:21 88:24 89:10,13,23 90:4 94:11,14 96:12 98:16,22 109:22 112:10 115:10 116:19 127:14,17 128:16 130:5 131:15 134:20 137:19,20	grant 6:8
generally 47:11 105:5,6,16 126:16	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	going 9:14 15:7 22:9, 20,21 23:2,13,14,17, 22 24:7,22,24 25:4, 6,19 26:18 29:17 34:20 35:20 36:18, 19 39:15,25 40:22 42:20,22 43:2,5,10, 19,20 44:1 45:12,13, 14,15 51:18,21 52:2, 23 53:4,13,17 54:15 55:7 57:1,13,19 58:22 59:3,5 62:5,17 63:11,17 64:2,15,22, 23 65:2,15 66:16,18, 21 67:12 68:10 69:15 73:4,7,10 80:24 81:12 84:21 86:13 87:21 88:24 89:10,13,23 90:4 94:11,14 96:12 98:16,22 109:22 112:10 115:10 116:19 127:14,17 128:16 130:5 131:15 134:20 137:19,20	grants 69:24 70:2 132:15 133:4 142:23 147:14 175:25
genuine 35:12	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	going 9:14 15:7 22:9, 20,21 23:2,13,14,17, 22 24:7,22,24 25:4, 6,19 26:18 29:17 34:20 35:20 36:18, 19 39:15,25 40:22 42:20,22 43:2,5,10, 19,20 44:1 45:12,13, 14,15 51:18,21 52:2, 23 53:4,13,17 54:15 55:7 57:1,13,19 58:22 59:3,5 62:5,17 63:11,17 64:2,15,22, 23 65:2,15 66:16,18, 21 67:12 68:10 69:15 73:4,7,10 80:24 81:12 84:21 86:13 87:21 88:24 89:10,13,23 90:4 94:11,14 96:12 98:16,22 109:22 112:10 115:10 116:19 127:14,17 128:16 130:5 131:15 134:20 137:19,20	
geology 76:6 78:3	go 3:9,10 4:4 5:2,12, 22 12:5 13:18 19:15, 24 20:2 27:18 29:7 30:18 32:12 37:3 41:11 43:24 45:24 46:2 47:4 48:13,14 49:2 54:22 57:18 58:7 60:5 62:11 64:15 66:13,21 67:9, 20 70:17 75:18 77:6 81:16 82:18 86:13 89:14 90:4 97:25 100:2 108:5,10 117:7,10 128:21 131:8 133:12 135:23 140:11 146:12 152:15 153:17,25 156:8 157:1,3,8 158:20 161:3 171:1, 4,15 173:11 174:13,	going 9:14 15:7 22:9, 20,21 23:2,13,14,17, 22 24:7,22,24 25:4, 6,19 26:18 29:17 34:20 35:20 36:18, 19 39:15,25 40:22 42:20,22 43:2,5,10, 19,20 44:1 45:12,13, 14,15 51:18,21 52:2, 23 53:4,13,17 54:15 55:7 57:1,13,19 58:22 59:3,5 62:5,17 63:11,17 64:2,15,22, 23 65:2,15 66:16,18, 21 67:12 68:10 69:15 73:4,7,10 80:24 81:12 84:21 86:13 87:21 88:24 89:10,13,23 90:4 94:11,14 96:12 98:16,22 109:22 112:10 115:10 116:19 127:14,17 128:16 130:5 131:15 134:20 137:19,20	

graph 16:3,5 116:4	143:21 146:11	82:25 150:19 174:15	hearings 83:14
graphic 67:3 77:7 78:14 94:2 189:20	growing 16:9 18:5	happened 13:15,24 41:16 48:10 54:17 106:5 107:2 139:20 143:13 154:11 174:16 182:19 190:2	heat 108:14
graphics 73:13	growth 16:17 18:6 19:2,3 65:9 140:5	happening 13:21 17:4 52:9 67:5 81:7, 8	heavy 25:13,14
graphs 17:6	grumpiness 60:6	happens 17:15 26:3 72:1 75:2	held 35:18 151:14
gravel 73:24 74:6,21 76:23 77:9	GSP 145:3	happy 11:18 12:22 127:3 161:15	hell 43:15 140:13
gravels 75:3 76:22 77:21	guess 111:25 136:7 142:20 172:15	hard 39:25 76:23 101:13 143:2 146:13,14 153:23 183:18	help 39:8 57:3 73:14 159:3 162:18
great 20:18 22:8,21 28:9 51:5 104:14 109:10 110:23 111:14 130:11 191:23	guide 20:8	harkens 179:17	helped 110:1
green 78:15,17 80:4 176:19	guided 64:12	harmonize 164:2	helper 140:25
grew 100:20 119:4	guidelines 7:23 8:2 119:18 177:16	harmonized 153:3	helpful 4:24 12:24 40:14 41:19 126:13, 17 161:13 175:23
ground 26:5 28:23,24 78:4 79:17 80:7,8, 12,14 83:24 86:4 87:20,25 88:1,7,11 93:21 128:22 129:2 131:2	guy 33:9 136:12 140:25	harmonizing 156:5 158:11 159:21	helping 31:10 162:11
groundbreaking 30:25	guys 36:18 58:7 66:12 109:22 135:16 148:18 163:8	Hawaii 127:20,22	helps 53:9 69:8 163:12 171:11 172:14
grounds 14:18	H	he'll 19:16 170:25	Hey 40:8 72:10
groundwater 12:11 29:1 64:4 73:3,14 78:6,10,19,22 81:4 82:6 85:21 89:17,22 90:1,14,18,19,23 91:7,14,18,20 92:25 93:11,17,18,20,22 94:1,16,17,19,20,23 95:4,6,9,11,12,13,16 100:25 104:22 106:3 119:12 128:7,8,17, 19 129:14,15,17,18 132:3 147:23	half 134:5,9	headed 14:1	high 34:11 45:7 90:13 112:18 159:4,5 161:21
group 5:23 140:14	Hall 2:11,12 9:23,24 10:3,6,7 11:3,5,7 186:21,23,24 188:11,12,13,18	heads 75:9	higher 90:15 106:13 110:15
	hammered 160:16	heard 33:17 58:23 63:19,22 133:8 139:20 154:3 157:23 169:4 178:12 181:4 183:20 189:12	hills 14:15 25:16 32:12 81:23,25 141:14 180:18
	hand 63:17 175:20	hearing 8:18,22 11:10 164:19 176:25 178:24	hinted 158:9
	handed 12:19		hired 42:3 57:3 84:1
	handle 90:22		historical 28:23,24 29:1 81:9 164:12
	handled 48:25		historically 183:23
	handling 110:21		history 14:3 40:17 63:5 78:4 101:11 102:24 112:12,22 144:25 161:10 163:9 181:14
	handout 41:24 96:7 104:1 108:8 113:17 138:10		Hoag 2:2,3
	handy 20:13		hold 12:3
	happen 16:17 34:11 43:19 47:10,14		

holder 107:20	53:8 118:3,4 131:6	114:18 119:11,14	improve 100:13
hole 77:20 78:2	148:3 160:15 181:10	126:2 127:25 133:5	114:19 146:12
holes 77:15	identified 54:2 84:9	145:20 151:4	159:1,18
holistic 124:19	114:22 150:23,25	156:17,24,25 157:5,	improved 134:12
125:19	151:2 152:20,22	6 169:15 173:9,11	149:24,25
homes 68:25	153:10,16 155:2,3	178:8 183:1	improvement 66:4
homogenous 73:23	156:3 159:23	implementation 4:1	67:25
honestly 42:16	identify 81:10	6:6 13:22,25 19:15,	improvements 66:2,7
honor 162:4	identifying 16:9	22,25 20:4,22 45:7	improves 115:5
hoot 141:18	45:21 158:12 160:18	48:7 51:22 52:13	in-house 65:2
hope 11:20 53:17	IEUA 4:4 5:21 15:20	53:13,24 54:22	inactive 158:3
180:2	16:1 17:5 36:10 45:1	55:22,25 57:20	inappropriately 40:3
hopefully 161:14	66:1 68:14,15 70:1,	62:16 63:15 64:13,	inched 18:24
hoping 63:13 139:16	12,21 100:17 106:5	20 83:20 100:22	inclined 170:17
horrible 40:1	107:14,20,23 110:21	108:3 115:22 128:2	include 79:1 113:22
horrific 42:18	167:24 169:4,5	134:2 135:3,13	115:13 129:6 133:25
horse 6:4 182:9	181:14	138:1 149:3,20	147:24 150:14
hours 50:8 137:25	IEUA's 101:5	152:11,12 153:2,14,	170:10 173:5
155:25 181:4	II 61:19,21 109:11	15 159:24 161:1,11	included 12:23 80:22
housed 45:11	115:22	167:13 175:12,19	96:7 101:23 106:14
houses 16:12	illuminating 32:4	176:2 178:5,8,14,22	108:7 136:24
housing 18:10,14,17,	im- 174:18	182:6 189:22 190:16	166:12,14,17 169:22
22,25 19:3 92:9,10,	image 79:20	implemented 8:4,7	172:11 174:23
15,16 165:15	image 79:20	49:6 62:8,18 63:6	includes 113:23
huge 89:11 111:2	immediate 77:12	122:4 155:4	119:13
hundred 78:9	immediately 162:10	implementing 55:13	including 26:16
hung 74:12	impact 54:7 90:15	70:19 84:7 89:6	54:24 84:1 128:9
hunting 100:9	98:13,15 111:1	104:19 114:12,25	154:2 172:6
hydraulic 53:8 61:14	152:14	131:20 132:10	income 17:6,8 18:4
90:24 91:6 106:18	impacted 82:6	133:23 181:16	increase 16:7 18:3
109:1,5	impacts 106:4 124:3,	implications 150:22	27:13 85:21 94:24
hydraulically 25:10	20,25 125:10 126:7	189:10	102:16 103:2 122:19
	impaired 89:6	important 23:8,17	123:9 133:20 158:19
	impediments 33:2,5	40:15,17 68:20 78:3,	increased 17:25
	151:2 155:2,5	4 93:19 103:25	120:5 122:14 123:1,
	implement 13:19	108:9 148:7 173:19	6 129:18
	14:22 41:25 44:16,	189:10	increases 16:10
	18 53:5 55:14 64:25	imported 66:7 100:25	increasing 17:10
	81:12 84:3 100:12	105:15,16,18,22	
	104:12 109:23	106:16 123:13 134:8	
idea 14:2 24:11 48:19		159:5	
		impressive 88:24	
		147:3 163:8	

93:4 103:5 123:21 158:25	inner 175:14	interests 36:8 46:18	31:24 41:1 45:21
incredible 35:14 165:8	input 70:22 151:15 152:23 158:4 170:13,14 171:18,20 172:8,13,18 173:6 180:4 191:9	interface 30:13 31:7	65:21 114:17 150:13,25 151:17 152:19,20,21 154:14,21 159:20 177:12 180:1
incrementally 116:20	Insar 79:16,25 84:15 87:13 128:25 130:25	Interior 59:1,4	item 2:22,24 3:5 6:16 7:5,7,9,13,14 8:19, 24 9:20 47:9 130:7 166:4,13,17,21 177:1 184:4 185:22, 25 186:1,2 187:15 191:11,14,15
independent 36:15 55:17	inside 74:24 130:8	intersect 93:21	items 7:4 166:6
index 46:13	insistency 34:10	interviewed 37:6 42:3	
indicating 80:10	insofar 174:9	introduced 162:3	J
indirect 136:7 158:24	inspirational 146:8,9	introduction 153:9 154:2	
individual 31:24 48:24 53:19 107:4 154:18	installation 132:11	invested 147:22 179:15	
inexperience 164:22	installed 102:13	investigate 25:25	
infighting 43:6 141:21	institute 130:17	investigation 87:5 122:17 123:18,19 124:1,7,10,15 125:21	January 22:19 37:3 42:4 44:12 53:23
infiltration 69:4	Institution 15:10	investigations 77:14 85:16,25 121:20	Jeff 61:1 98:20 140:1 175:9
influence 30:10 40:21,25	institutional 41:17	investment 132:15 133:5 135:12	Jeff's 49:13
information 11:13 28:6,11,22 32:20 35:9 72:20 73:11 87:4 122:5 127:10 128:2 130:9 145:7 149:24 163:5 170:17 175:22 182:5,14 191:9	integrated 104:15 115:4	invite 20:7 117:10	Jim 117:11
informed 179:23 182:5	integrating 45:8 154:8	involve 83:4	job 22:21 63:4 83:9 146:23 160:10 163:9 178:12,13,20
infrastructure 16:16 145:7	intelligent 163:6	involved 31:6,10 33:11 157:23 164:14 182:18	jobs 18:6 141:18
inhibited 105:18	intended 20:11 144:13	involvement 30:24 31:4	Joe 29:23 30:11,24 36:17 42:23
inhibiting 105:14	intention 176:9	irrigated 24:24	John 136:12
initial 57:23,25 85:25 129:11,13	interactions 93:12	Irrigating 3:14	joint 107:15
initially 34:17 43:23	interbedded 77:24	irrigation 101:20 167:2	joke 31:21
injury 120:25 125:1, 11 126:8	interconnected 159:15	issuance 5:8	judge 35:10,13,19,21 36:5,6 38:15,24,25 39:7,18,21 46:10,11 83:15 109:5
	interest 4:9,14 70:5 142:22 179:20	issue 4:13 6:10 27:7 47:9 71:9 83:15 176:6 178:3 179:17, 19 189:15	judges 39:1 142:5,6
	interested 26:13 27:12 144:3 145:25 170:8 172:5	issues 4:16,19 6:11 14:9 26:18 28:20	judgment 3:19 4:15 12:9,13,14 14:5,21,
	interesting 21:1 32:6 56:4 94:12 96:20 97:12 109:19 146:17		

24 19:10 27:22 31:5 95:1,19 96:10 99:3 121:21 133:1 165:4 168:12,17,18,24 178:9	kinds 24:20 141:12	15,16,22 10:8,9 184:7,10 186:3,4 187:7,17 188:7,8	lawyer 31:21 96:9
judicial 142:4	knew 9:14 23:1 45:18 79:11 89:23		lawyers 42:25 43:23 142:5
judiciary 177:17	knock 163:25		layer 74:6
jump 55:7 138:13	know 6:15 7:8 21:8 22:17 23:21 24:13 25:3 26:6 29:11 31:13 32:2,4,13 37:2 40:8,11,12,16,23 41:1 42:5,13,19 44:16 45:12 51:10, 19 53:1 55:1 56:6,20 57:16 58:10 60:13, 22 68:22 76:17 79:7 84:25 87:22 90:16 92:9 96:20 97:20 99:10,13 103:9,11 104:11 110:16,20 115:7 121:23 122:14 128:15 135:14 136:13 139:15,19 140:14,16,17,19,23, 24 141:23 146:3 148:23 149:22 150:17 155:24 157:18 161:19 163:11,21,22,25 164:2,18,20,24 165:4,7,11,14 169:7 171:21 172:22 175:15 177:2 179:1 181:18,24 182:2,9, 10,12,13 189:8 190:15,25 191:1	L	layers 73:24 74:2,7, 12,22,24,25 75:1 76:2 78:20 80:3
June 35:22 43:25 44:3,6 45:20 50:18 51:6 56:3 142:13,16 168:13	jurisdiction 142:9	label 66:23	lead 4:4,9 168:1 169:5 175:16 178:18
Jurupa 57:22 60:15	Justin 65:1 68:5 72:10	Lack 50:25	leadership 144:10
	K	lacking 65:20	leading 15:13
	Kaiser 41:4 61:1,3	laid 35:16 39:21 51:19	learned 76:4 148:18 162:11 165:5
	Kathy 140:25	land 15:7 25:8,19,21 49:15 65:12 73:9 74:2 75:12 77:11,12 79:12 80:1,19 81:1 82:3,8 84:9,10 85:14,18 125:2 134:12,14 145:2	leaving 95:10
	KAVOUNAS 9:4 11:15 12:3 17:19 18:9 166:8 172:3,20 173:10,15 175:14	landscaping 102:2,3, 22	led 25:15 60:11 78:5 109:11 121:19,22 152:10
keep 7:12 36:18 87:16 141:18 176:10	keeping 133:11	language 49:17	left 16:4 18:13 66:14, 19 92:11 125:17 149:17 158:17
kept 32:23 67:11	key 55:4 74:2	laptop 130:13	left-hand 91:12
keys 104:15	kind 3:6 4:18 24:25 25:23 26:2 31:4,16 46:5 49:25 59:23 65:20 66:12,19 67:3, 9,13,15 69:12 70:8 71:12 102:17 110:9 137:3 139:19 161:10 164:11 181:10	large 18:2,3 59:19 107:5 130:1	leftover 36:13
	known 36:17	larger 91:16 92:4 124:2 142:4	legal 3:16 4:12,18,25 5:8 6:7,11 12:10 161:7 168:4,5,13,14 170:1 180:1,13 181:19 183:24
	knows 21:11,17 22:16 37:4 55:1	largest 144:24	legislative 5:21
	Krieger's 56:19	late 2:6 54:17 110:17 119:7	legs 138:12
	Kudos 162:14	laterally 73:25	lenses 85:1 180:24
	Kuhn 2:13,14 9:13,	latest 63:25 182:14, 15,20	let's 24:1 38:24 40:7 53:9 57:14,18 82:13 118:21 133:7,9 141:7 143:12 173:10 180:13,14 185:12,13 187:12 188:22
		launch 190:18	letter 47:1 59:1
		law 4:15 106:7 146:5, 6	
		laws 12:11,12 14:25	
		lawsuit 14:12,16,17 15:5 26:21 29:6	

letters 16:13 167:6,10	list 43:3 59:7 154:19 191:15	located 94:16 128:24	164:25 172:25 180:23 191:10
letting 57:17 133:12	listed 64:8 139:22	location 130:23	looks 73:14,19,22 96:15 124:2 138:20 139:25
level 28:24 34:11 37:15 45:2,6,7 53:6, 7,15,17,19,20 57:21, 22 74:16 78:4 80:7,8 83:24 86:4 87:25 88:1,7,11 111:7 116:10 128:17,22 129:2,14,17 130:1,5 131:2 147:6 163:10 172:23 174:2,4,10, 15,18,20,22 175:12 176:10,17,20	listened 154:4	locations 101:14 165:19	loose 43:15
levels 28:24 64:3 78:6,11,19,22 85:21 89:15,21 90:1 91:7 93:20 94:17 95:12, 16 128:7,8,18 129:24 144:19	listening 150:20 151:5 152:1	logical 24:25	lose 26:5 44:1 72:8 89:21 116:10
liberated 53:7	liter 105:7,8,12 107:8, 9	logs 130:9	losers 46:19
lieu 4:20 49:17	literally 31:16 143:19 163:5	long 21:24 22:13 32:17,18 48:24 49:9 56:18 84:6 99:25 160:11 181:6,14 191:25	losing 75:12 93:16
life 43:17 179:1	literature 32:8	long-term 85:16 117:1	loss 67:13,19 68:25 119:8 122:1,5 127:1 133:13 145:1
light 62:6 167:22 176:20	litigate 82:7	long-time 30:7	losses 27:6,13,14,17 122:2
liked 77:8	litigation 80:21 81:19 82:23,24 83:2 133:9 144:24	look 15:25 16:2,23 17:3 29:12 37:2 42:25 48:11 49:20 64:1 66:17 68:9 72:6 77:18,21 82:14 87:3 92:10 96:2,12 103:12 112:20 117:2 123:21 124:24 125:2,3,4,7,19 133:7,9 138:5,14 139:4,10 140:2,4 143:15 144:14,22 154:23 158:19 164:19 165:11 173:16 181:1,7,11 189:19 190:1 191:8	lost 27:19 69:9 91:21 92:2 95:17,21 175:21
limit 120:7	little 2:6 3:6 12:10,15 13:20 15:20 17:1,3 19:5,7,13,17 20:23 22:23 26:11 29:19, 23 34:18 41:15,20, 24 46:15 62:10 66:21 73:11,15 76:25 77:7 85:10 89:12 98:18 101:13 103:3 115:8,24 123:20 132:14 133:6 134:15 135:8 137:22 148:14 154:7 158:5, 24 160:24 162:12 164:2	looked 36:15 71:22, 23 120:22 124:3,16, 24 125:2 136:6 149:16 164:21 165:2 172:22	lot 18:6 24:18 25:14 26:12 37:17 39:23 41:9 42:21 49:14 52:2 59:7 60:8 65:12,25 69:16,17 70:6,20,22 73:23,24 74:5,19 76:2 80:1 91:17,19,21 92:2,11, 13 95:8 102:10,11 104:1 108:14 116:9 130:12,13 132:8,14 133:8 136:8,9,10 141:21 142:1 146:7 148:19 149:23 162:11,19 163:12 183:20
limitation 67:10 122:15 123:8 126:24	live 130:18	looking 12:11 13:14 15:18 16:4,25 32:23 48:4 51:4 52:8 78:6 79:19 84:11 97:6 110:1 116:3 136:17 148:17 154:21	lots 32:21 56:13 119:9
line 16:2 75:21 101:8 105:12 113:2,5 114:5 123:3 124:5 133:18	loaded 112:21		loud 183:18
lined 24:23	loading 112:11,22 113:3,22,23,25		love 138:3
lines 80:9 112:14	loans 70:5		low 68:10 70:4
lining 68:11	local 100:14 101:3 121:17 122:14 123:8,23 124:6 126:24 132:9 142:9		
linings 65:10			
link 165:25			

march 51:19	Mcmann 46:11	members 8:21 11:16 65:4 138:4 139:17 162:7 166:9 171:2 175:7 176:24 177:10	Millikan 92:13
marching 15:12 45:19 116:22	mean 39:12 49:25 69:1 86:17 91:23 111:7 112:2,7 116:9 138:7 141:8 143:7, 17 146:4 147:4,5 165:2,14	Memorandum 151:9, 10	million 18:1 44:22 58:24 70:4 114:12 132:14,16 133:6,19, 22,23 134:5,9,24,25 135:3,5,11 137:10 150:11
Mark 19:12 20:8,9,18 22:13,14,16,19,25 23:21,24 24:5 25:3 29:18 30:2,13 34:4,8 35:16 36:10 37:8 40:9 41:18 42:23 43:11 44:15 51:19 53:2 57:25 62:7,15 63:22 69:2 96:1 119:6 135:15 139:8 144:12 148:13 160:17 163:3	means 25:25 38:18 69:24 100:24 163:10	memory 20:7	millions 147:22
Mark's 20:6 45:12,20	meant 119:19	Men 15:10	mind 22:16 36:2 148:25
married 118:13	measurable 23:7	mention 110:19 128:3	mindset 11:22,23 36:13
Martin 89:12	measure 130:1	mentioned 68:5 81:19 101:2 105:20 106:22 108:2 115:19 119:6 124:2 128:23 129:22 130:25 132:23 133:16 149:13 153:23 154:1,12 168:10	minimize 84:5
master 36:2 65:22,23, 25 66:9 68:5 70:19 156:22	medium 174:18	mentions 174:21	minimum 135:12
match 160:20	meet 28:6 50:2 59:2 123:14 170:8 172:5 175:2 181:2	meshing 160:15	minutes 2:25 130:9 137:24 138:11 139:16 165:20 177:1 179:12,13 180:19
material 3:12 12:18, 22,24 20:10 21:1 49:10,17 120:24 125:1,11 126:8	meeting 9:21 11:24 37:9,12 43:14,22 50:6,7 114:22 140:13 154:13 155:2 162:4	messed 141:11	misery 46:13 146:19
materiality 58:12	meetings 9:1 29:25 31:13 32:17 34:9 42:20,21 50:5 128:12 172:13 191:15,16	met 29:23 30:19 58:12	mismanaged 141:17
materials 20:25	member 2:2,3,4,7,8, 9,10,11,12,13,14 9:13,16,23,24 10:3, 6,7,8,9,12,13,14,15, 16,17,18,19,20,21 11:5,7 39:3 139:24 171:5,11,15 172:15 173:3,14,18 174:3 175:5 183:17 184:7 185:12,15 186:3,4,7, 8,9,10,11,12,13,14, 15,16,23,24 187:20, 21,22,23,24,25 188:1,2,3,4,7,8,18	meters 102:12	missed 96:21
matrix 158:16,18	member's 37:22	Metropolitan 131:25 132:1	missing 12:21 28:6, 21 159:24
matter 170:9 187:11 189:21		MGD 59:14	mission 32:5
mattered 35:17		mic 24:2 184:1	mistrust 37:24
max 61:23 62:7,10		mic's 183:17	mitigate 126:7
maximum 106:6,9 108:3 114:1,12 115:15 120:24 123:17,22		mid 18:18	mitigating 67:18
Mckenna 65:1,4,7		middle 132:5	mitigation 105:22,25 106:2 125:23 134:8
		migrate 74:14	mode 43:10,21
		migrates 74:21	modeling 149:24 182:14
		Mike 63:19 72:19 164:8 185:10	models 147:23 148:6
		milligrams 105:7,8, 12 107:8,9	modify 168:23
			moment 42:17 56:1 67:21 123:20

Nossaman 7:2	obligations 54:23,24 121:6 128:5	obvious 26:4 61:16 80:15	111:5,21 117:16 127:7 132:7 136:15 144:11 145:13 156:20 159:23 164:5 165:18,25 166:2 170:19,20 171:11 173:3,14,18,22 174:3 175:5 176:23, 25 177:8 179:7,8,12 180:16,20 183:5 184:20 185:2,3,8,13, 24 187:2,8 188:17 189:3 191:7
notebook 20:14	OBMP 3:7 11:13 13:18,22,23,25 14:22 15:17 19:6,8, 9,18 20:5,17 22:22, 24 23:18 28:8 30:14 31:11,19 32:7 34:5 35:22 36:12,19 44:7, 17 47:19 51:24 53:13 54:6 55:22,25 57:19 62:16,17 63:15,20 64:7,11 69:22 78:8,25 79:13 80:23,25 89:13 93:6 96:4,7 100:23 104:15,18 105:2 114:21 117:8 122:4 128:3,14 129:11,13 133:5,23 135:4 137:25 138:1,2,14 139:5 140:3,21 149:4,5,7,8,9,14 150:3,9,16,21 151:1, 11,19,24 152:4,5,9, 10,13,16 153:6 154:6,12,13,22 156:7 158:18 159:22 164:19,24 166:5,11, 15,16 167:5,13,20 168:22 169:9,10,19 170:11,15 172:7,23 178:4,9,13 181:10 185:25 187:16 189:21	obviously 18:17 139:12 154:24 163:3	171:5,21 117:16 127:7 132:7 136:15 144:11 145:13 156:20 159:23 164:5 165:18,25 166:2 170:19,20 171:11 173:3,14,18,22 174:3 175:5 176:23, 25 177:8 179:7,8,12 180:16,20 183:5 184:20 185:2,3,8,13, 24 187:2,8 188:17 189:3 191:7
notebooks 41:23	OBMP's 133:1 153:22	occasion 11:18	old 107:4
notes 20:16,17,19,21 32:16 41:23	OBMPU 158:9,13,17	occur 80:3 89:15 93:24 94:3 134:1	once 5:2 28:17 39:3 46:11 57:17 64:17 67:12 71:20 111:2 130:20 151:12,17 152:23 183:11
noticing 78:15,24	observation 24:17	occurred 80:11 95:18,22	one-for-one 27:25
notion 46:9 169:19	observations 148:22	occurrence 79:12 81:1,10 84:9 85:22	one-per-one 106:2
nuances 45:5	observed 43:16	occurring 79:21,24 80:2,15,17 86:2	one-time 117:1
number 14:14 35:16 67:10 81:25 97:17 108:21 123:25 136:14 137:7,14,15 139:11 157:10 171:18,19 184:17	obstacles 45:22,23	occurs 74:3 91:14	ones 26:4 67:25 90:10 92:11
numbers 82:15 116:21 128:16 133:20	obtaining 91:6	October 151:23,24 152:3	ongoing 70:25 85:14 99:14 115:17 126:12
nutrient 155:20		offered 181:20	online 64:2 67:12 116:12 148:14
nutrients 114:16		offering 31:4	Ontario 3:15 39:3 56:19 57:7 60:10 84:14,16 85:23 86:7, 8 92:8,16 110:16 141:14 167:3 189:12
<hr/> O <hr/>		office 146:16	open 31:2 146:10 165:21 166:3
object 167:3		officer 108:14	operated 100:18
objection 168:3		officers 12:16 13:12 108:15	operation 127:14 132:12,17
objections 3:19		offices 56:19	operations 62:7 83:5 106:19
objective 23:7 105:17,23 106:14 107:6,8 111:4 158:21		offset 59:18 132:15, 22	
objectives 81:13 104:22 105:2,4,6 108:18 158:12		offsets 132:15 133:4	
obligated 178:7		oh 57:5 64:6 118:12 127:23 165:1,25	
obligating 169:11		okay 2:20,21 3:2,8 6:13,20 7:5,8,18 8:14,17,23,24 9:6,10 11:4,6,11 22:8 25:20 28:2 31:3 34:3 38:22 42:2,15 43:11 46:6 54:14 57:5 58:18 59:3,17 69:7,11 72:9 79:5,11 82:20 83:12 85:4 89:3 93:7 98:11	
obligation 71:17 97:16 121:13 132:18,21 178:21			

opinion 3:16 4:12,18, 21,25 5:8 6:10 39:18 146:8 168:4 179:15, 23 180:13 183:24	orient 66:12	package 48:5 167:8	45:21 47:11,17 50:23 51:9,23 53:2 55:1,4,14,22 62:6 67:22 68:1 70:22 71:1 80:18 81:20 84:1 88:5,7 114:23 119:21 120:2,20,21 121:4,11,18 122:10, 12,21,23 123:11,23 124:6 126:4,12,16, 19 131:11 132:13,16 134:1,10 145:11 150:14 152:19 155:2 157:5 160:16,18 161:1,2 166:13,20 167:1,11 168:4,15 169:8,14,17,21 172:16,17,19,21 173:1,10,13,17,22 175:3,23 178:4,7,14, 15 179:5 182:4,18 184:19,24,25 185:1, 20 186:2 190:14,17, 21,22
opinionated 145:24	origin 173:23	packages 122:7	parties' 19:21,23 46:18 70:23 115:16 122:10 133:5 151:2 168:6 171:22
opinions 170:1 181:19	original 20:4 153:2 187:3	packet 3:12	partner 5:15 7:2
opportunity 6:18 7:10 8:15 149:19 161:8 162:7 170:4, 22,23 177:11	originally 123:3 161:20	page 14:12 20:17 156:10 161:24	partnering 128:14
opt- 96:18	ought 181:24,25	pages 48:24	partners 134:11
optimal 145:11	outcome 55:25 104:3 170:10	pain 46:14,21	partnership 66:1 70:12
optimization 96:14, 18	outdated 149:21 150:6	pair 180:24	parts 131:7
optimize 99:8,19 146:13	outflow 89:17	paper 40:1	party 51:17 55:15 82:4 83:5 118:23 120:1 157:20 169:11 174:13 182:3,25
optimizing 96:11 123:14	outline 78:15,17 154:1	papers 37:4,6	party-to-party 82:23, 24
optimum 61:12 160:4	outlined 182:11	parachute 37:3 40:13	pass 186:20 187:1
options 39:21,22	outlines 80:4	parachuted 57:3	
orange 34:1 67:14 68:23 79:20,23 90:5, 17 93:23 98:1,4,21 99:8,18	outrage 35:13	paradigm 106:6	
order 13:6,15 28:15 31:9 39:20 42:1 44:6,17 46:25 47:4, 10 51:2 55:19 64:17 65:21 70:16 105:10 106:13 128:5 156:18 189:17 190:3,13	outrage 35:13	parameters 53:2	
ordered 19:9 35:19, 21 54:22 55:3,14 139:7	outreach 29:15	Park 76:12 78:1 141:22	
orderly 7:12	outset 5:7	parking 42:21	
organize 147:14	overall 67:16 110:1 111:13 114:4 116:21 119:17 157:25	parks 101:25	
organized 140:9 162:12	overdraft 27:20,22,23 61:5,8,9,13 119:19 132:23 144:20	part 5:16 19:14 26:24 30:12,15 47:5 61:2 66:25 69:22 71:13 74:9 77:14 79:2 91:4,7 93:19 114:8 130:11 138:10 146:8,9 148:7 152:12 166:21 167:7 190:7,15	
	overdrafting 140:16	participants 34:10 139:18	
	overproduced 70:15 71:11	participating 115:18 138:4	
	oversight 70:25 115:18 126:13	particular 168:20 182:3 183:1	
	overview 115:9 149:8	particularly 132:11	
	owned 60:8	parties 3:19 4:1 5:13, 19 28:5 29:15 30:24 31:5,17,18 32:9 43:6	
	<hr/> P <hr/>		
	P4 88:20		

passed 123:6 188:25 189:1	46:16,23 48:11,21 55:6 56:7,14 57:15 62:20 106:10 117:10,12 135:18 143:20 146:7 147:8 148:14 158:6 163:4 183:18	19 122:9,16 126:1 158:18 159:12	picture 15:9 17:3 64:2 80:12
passes 10:24 11:1 188:9	people's 32:2	Pete 11:3 186:21 188:11,12,13,14,15	pictures 143:19
path 48:20 177:13 180:12	percent 70:3,4,5 105:17,23 181:24	Peter 9:3 11:3,14 21:6 26:21 36:24 45:14 46:23 63:19 72:18 88:19 92:9 97:23 116:2 138:22 139:2,3,14 149:12, 13 161:17 162:6 163:3 166:7 170:19, 25 171:3,12,17 174:21 175:2,10 176:6 179:1 181:16	piece 61:6
pathway 144:15	perched 74:13	Peter's 22:21 176:4	Pierson 2:15,16 10:10,11 139:25 175:10 176:22 186:5,6 187:18,19
pay 5:23 43:2 70:5	percolating 74:11	Peters 140:25	pink 112:23
payment 60:5	Perfect 62:13 185:18	ph 130:20	pipeline 26:6 110:23
PBHSC 129:5	perform 9:9	Ph.d. 30:4	pipelines 26:6 110:10
PE 89:5 100:11,13 104:12,16,19,20 106:15 112:4,5,7 113:1 114:15,16 115:10 119:11,22,23 120:11,17 122:19 124:22 127:3 128:6 149:22 158:15,20,22 159:2,8,14 174:23	period 43:25 102:25 103:13 121:24,25 142:25	phase 19:18 22:25 28:7 30:22 43:12 44:18,19,23 46:4 51:14,15,18,21 59:24 63:20 64:6,7	place 20:18,21 38:10 67:1 68:13,24 148:21 156:25 174:10 182:24
PE's 115:12	periodic 119:15 120:11	phenomenal 68:8	placed 12:12 186:2
Peace 19:14,23 20:21,22 40:2 48:12 49:1,6,21 51:13 52:15 53:14 54:5,23 55:2,15,21 58:7 60:10 61:19,21 62:3, 16 63:6,16 82:23 109:11 115:22 121:5 134:2 152:12 161:3 167:12,22 168:23 174:5,6,9 178:4,6, 13,15,22 179:4 182:4,7,8	periodically 119:15 126:9	philosophy 46:22,23	places 23:4 48:16,18 144:17
peer 30:15 126:13,15, 17	permeable 74:21,25	phone 3:2 158:6	plan 4:1 15:21,22,24 16:14 19:15,20,23, 25 20:4,5,22 29:3 32:22 45:17,18 48:7 51:22 52:13 53:13, 24 54:22 55:22 60:19 61:22 62:16 63:15 64:13,15 65:22,25 66:9 68:5 70:19 73:3 81:5 84:6,7,20 85:17,19 88:3,13 89:6 104:18 107:3 115:3 117:5 119:16,17 121:2,22 122:18 126:3,25 139:8 144:15 149:20 150:6 152:11,12 153:2,12,13,14,16 156:22 159:16,22 160:3,5 161:1 167:13 175:19 176:2 178:5,8,14,23 189:22 190:16
PEIR 170:15 175:16	permissible 144:7	phonetic 2:2 27:11 53:22 56:9,12 65:1 136:13 140:12	
people 17:16 22:13, 17 24:9,18,23,24 28:10,12 32:22 34:16,21,22 36:19 43:19,21 45:13	permit 107:20,24	photo 15:8	
	permits 18:17,18	physical 23:12 49:18 119:9 120:25 125:1, 11 126:8	
	permitting 105:21	physically 49:20 83:21 124:17	
	person 17:11 29:24 56:22 146:24	pick 63:11 157:6	
	personal 17:6,8 18:4	picked 36:16	
	personalities 56:8		
	personally 191:1		
	perspective 23:5 30:16 35:16,17 37:22 134:16 135:9 142:19 143:24 163:17,22		
	PES 115:19 121:14,		

<p>plane 188:21</p> <p>planned 16:18 93:6 137:22</p> <p>planning 19:19 83:16 150:1 157:1 169:8 170:3</p> <p>plans 16:14 29:2,10 65:23 145:19</p> <p>plant 60:17 110:17 159:24</p> <p>plants 101:7</p> <p>played 95:20</p> <p>player 35:6</p> <p>playing 91:5 176:10</p> <p>please 9:18 39:5 82:18 162:17 167:10 171:14 187:8</p> <p>plume 114:24 115:14</p> <p>plumes 114:25</p> <p>plus 89:22 104:7 132:6</p> <p>pockets 28:17</p> <p>point 6:3 22:4 35:19 41:17 52:6 54:21 55:21 57:17 72:18 73:7 97:13 114:23 135:23 161:6 171:23 172:12 176:8,9 180:7 182:21,22</p> <p>pointed 180:6</p> <p>pointer 73:8</p> <p>pointing 82:2</p> <p>points 7:20 23:6 37:16</p> <p>policy 106:7 147:7 182:23</p> <p>political 43:5</p>	<p>politicalization 43:18</p> <p>politics 37:13</p> <p>Pomona 55:10 73:17</p> <p>pool 55:11</p> <p>population 16:23,25 17:23,24,25 18:3</p> <p>pore 75:2,3,4 76:25</p> <p>portion 19:5 59:19 75:20 84:10 89:8</p> <p>portions 74:20</p> <p>position 148:9 178:1</p> <p>positioning 45:11</p> <p>possible 103:4 104:12 116:8 145:8 146:7 174:21 183:13</p> <p>Possibly 116:8</p> <p>Post-it 32:14,15</p> <p>posturing 43:6</p> <p>potential 80:20 82:5 111:1 119:7 124:19 125:7,11,23 126:8 173:1 174:13 176:11</p> <p>poured 174:19</p> <p>practice 162:10</p> <p>Prado 93:9,12 99:7 100:6</p> <p>pragmatic 38:24</p> <p>pragmatically 181:7</p> <p>pre- 58:5</p> <p>preceded 12:10 61:2, 3</p> <p>precedent 54:8</p> <p>precise 173:24</p> <p>predetermination 180:11</p>	<p>predetermines 180:5</p> <p>predicates 47:3</p> <p>preexisting 58:5</p> <p>preference 62:21 167:14</p> <p>preparation 166:5,11 167:4 186:1 187:16</p> <p>prepare 84:18 87:25 166:14</p> <p>prepared 43:14 44:18,21</p> <p>preparing 115:14</p> <p>prerequisites 47:3</p> <p>prescription 12:12</p> <p>prescriptive-type 172:24</p> <p>present 2:3,8,10,12, 16,18 51:1 73:12 114:11 150:3</p> <p>presentation 20:15 39:4 113:1,2 114:15 149:22 189:19</p> <p>presentations 32:21 151:13 154:3</p> <p>preserve 92:20</p> <p>preserved 97:14 151:19</p> <p>president 162:3</p> <p>pressing 52:11</p> <p>pressure 59:8 75:2 176:13</p> <p>pressures 75:3,4</p> <p>presumptions 49:12</p> <p>pretty 31:2 33:8,15 68:8 75:5 92:12 154:2</p>	<p>prevent 43:6 119:19</p> <p>prevents 82:24</p> <p>previous 36:13 108:18 166:17,18</p> <p>price 44:21</p> <p>primarily 90:9</p> <p>primary 116:13</p> <p>principals 42:25</p> <p>prior 78:25</p> <p>private 18:13 81:19 82:6</p> <p>pro 48:2</p> <p>probably 3:11 15:8 30:19 66:17 75:23 96:17,20 123:13 134:18 137:12 141:21 142:21 151:16 154:25 155:8 161:13</p> <p>problem 26:23 78:24 85:9 111:2</p> <p>problems 26:3,22 140:17 141:22</p> <p>proceed 71:14 170:2, 15 176:16</p> <p>proceeding 167:4</p> <p>process 5:6 7:21 8:8 19:11,14,17 20:17, 19 22:20,21 31:6,11, 12,15,16 32:25 41:18,25 42:11 44:16,25 45:8 48:14 57:14 60:23 62:15 70:24 73:10 75:7 77:12,16 83:1 84:19 85:15 91:6 126:14, 16,18 130:24 149:9 151:7,15 153:18 156:2,6 157:1,22,23</p>
---	---	---	---

158:8 159:19 160:1, 17 166:6,11 168:7,9 170:7 171:18,25 172:3 176:20 186:1 187:16	160:15 173:4,8,20 175:11 181:5,11,21, 25 182:5,16,24 189:11	project-heavy 66:10	protecting 64:10 90:12 110:3 157:13
processes 93:24 94:3	programatic 176:5,10 177:25 180:7	project-specific 173:5,7,15,22	protest 55:8
processing 87:14	programmatic 5:3,9, 10,18 7:24 8:1 45:1, 5,10 46:3 53:15,17 54:1,7 160:19,23 166:15 167:5,19 168:21 169:10,13, 20,23 172:11,23 173:24 174:1,11,19 175:11,13,21 176:15 180:4	projected 16:23 29:1 71:22 123:23 124:6 125:13,15	provide 14:24 60:15 70:24 71:1 73:10 88:5 119:17 120:21 123:13 125:22 126:12,13,17,19 131:12 169:16 174:1
produce 90:2	programmatic 5:3,9, 10,18 7:24 8:1 45:1, 5,10 46:3 53:15,17 54:1,7 160:19,23 166:15 167:5,19 168:21 169:10,13, 20,23 172:11,23 173:24 174:1,11,19 175:11,13,21 176:15 180:4	projecting 16:7	provided 9:11 31:19 122:4,9 124:19 127:12 168:12,16 187:4
produced 28:14 63:24,25 65:18 70:14 134:4	programmatical 48:25	projection 16:2,25 17:1	providers 15:21
produces 87:13 118:23	programming 128:3	projections 120:16	provides 55:6 61:15 120:11 121:10 123:10 169:16
production 26:15 59:19 63:20 89:20 91:14,22 92:3,4,6,25 93:2,3,5 95:9,10,19, 23 118:24 128:8,21 129:15,18 132:6	programs 103:10 110:2 113:14 114:18 119:21 120:18,20 121:1,3,7,8,12 123:22 124:3,9,21, 25 125:22 126:9 128:6 148:5 155:14 159:8,10 191:3	projects 5:12,14 43:3 45:11,23 46:2 49:5,7 54:2 59:6 66:10,25 67:4,23,24 68:6 69:23 70:2,25 72:5 136:2 146:22 147:2 156:12,18,23 157:6 169:9,14,18 173:1,9 174:13 175:23 176:11 181:16 190:19	providing 115:17 126:19 147:7 165:15
productive 179:24 180:10	progress 14:2 52:3 99:16 191:3	promised 127:9	proving 32:23
profession 30:1	progressed 15:4	promoting 5:5	provisions 12:9
program 8:3,11 19:24 20:1,3 32:25 33:6 52:13 55:24 57:22 64:13,16,18,19,20, 21,22,23,25 65:7,21 67:25 69:22 72:10 73:2 80:22,25 81:12 84:17 88:23,25 89:11 96:14 100:12 103:10 104:13 113:11 115:5 117:6, 7 118:20 119:3,12, 15 124:23 126:4,11 127:13,15,24,25 131:20 132:10 137:18 144:19 145:13,14 147:22 152:17 153:2,4,5,11 154:9 156:3,6 158:10,21 159:17	progressively 124:2	prompted 119:10 131:16	public 2:22 6:16,23 7:3,10 8:18 48:14 81:20,21 147:7 167:17 170:22,23 171:1,10 177:1,4 180:17 182:23 183:9,12
	project 4:6 16:1 45:2, 6 53:19,20 57:21 58:5 60:8 67:12,17 69:25 70:6 98:19 109:4 134:18,22 157:3 168:1 169:22, 23 170:15 171:19 172:1,4,10,14,17 173:12 174:2,4,9,15, 18,20,22 176:14,16, 20 183:1	prompts 138:8	published 54:5
		properly 35:15	pull 27:18 110:23
		property 40:24 60:22	pump 74:3 75:13 77:9 91:17 103:17
		proportion 43:2	pumped 74:23 94:21 112:18 124:13
		proposed 8:4,6 106:6 166:12,13 170:5 174:25	pumping 15:11 25:13,14,15 29:2 74:16 85:20 86:21 89:13,15,20 91:19 95:16 97:14 112:13 118:25 125:3,7,8,10,
		proposing 7:22	
		proposition 48:17	
		prospect 45:2	
		protect 119:4,18,20 157:10,25	

<p>13,15 130:18 132:20</p> <p>pumping-induced 73:9</p> <p>purposes 26:15 30:14 101:1,20 102:11</p> <p>pursuant 55:19 178:9</p> <p>pursue 5:17</p> <p>pushback 34:18</p> <p>pushed 83:15</p> <p>pushing 77:22</p> <p>put 6:4 12:19 27:19 34:5 40:14 43:12 48:19 58:9 65:19 70:16 73:8,13 108:23 113:11 118:24 119:1 120:23 124:12 139:6 144:15 162:10 169:24 173:11</p> <p>putting 67:23</p> <hr/> <p style="text-align: center;">Q</p> <hr/> <p>QA/QC 30:15</p> <p>quality 15:11 24:19 26:13,16,18,20,22 28:24 32:2 41:1 49:16 64:3,10 90:4, 15 97:21 104:22 106:6,9 112:3,8 114:17,22 115:7,14, 18 119:20 125:3 128:8,9,19 129:3,14, 17 134:11 140:5 154:24 155:18 157:10,25 159:3,4,5</p> <p>quality-wise 108:25</p> <p>quantities 90:15</p>	<p>quantity 26:16</p> <p>quarter 114:4 130:10</p> <p>quest 47:19</p> <p>question 4:8 23:11 33:22 34:8 35:2 36:1 57:12 59:9 76:9 81:15,17 98:1 103:7 109:18 110:9 135:22 137:17 139:4,12 144:12 164:23 167:21 171:5,12,25 172:15,20 173:3,6 185:10</p> <p>questions 6:12 14:1 21:3 32:21 34:4 41:22 56:1 57:14 62:15 72:14 88:16 115:23,25 127:4,6 135:15,17,21 137:17 138:9 139:11 161:15 162:8 170:24 171:2 175:7 185:11</p> <p>quick 57:15 92:7 105:1 175:10 182:21</p> <p>quicker 190:15</p> <p>quickly 33:18 75:1,6 118:13</p> <p>quid 48:2</p> <p>quiet 11:8 43:24</p> <p>quite 32:4,6 183:21</p> <p>quo 48:2</p> <p>quote 143:8</p> <hr/> <p style="text-align: center;">R</p> <hr/> <p>radar 79:17 128:25</p> <p>rains 67:8</p> <p>raise 7:14</p> <p>raised 3:17 4:3 6:11</p>	<p>167:21 168:7</p> <p>raising 100:5,6</p> <p>ran 31:12,13</p> <p>Rancho 141:14</p> <p>rapid 65:9</p> <p>rate 122:5 127:1</p> <p>rates 142:20</p> <p>rationalize 36:1</p> <p>reach 8:9 16:24 93:16</p> <p>reached 130:3</p> <p>reaching 17:10 18:18</p> <p>read 14:19 16:4 49:13,14 51:12 58:7 62:3 63:4 64:9,16 114:5 155:9 167:10 175:3</p> <p>readily 101:3</p> <p>reading 12:24 167:10</p> <p>readings 130:8,18,21</p> <p>ready 116:16</p> <p>real 77:18 89:19 105:1 132:15 139:13</p> <p>realize 7:10</p> <p>realized 87:15 149:18 153:4 154:22</p> <p>realizing 58:9 87:9,10</p> <p>really 13:6 23:2,11 27:10 30:6,8 31:25 32:4 33:3 42:7 43:20 51:5 56:13 67:3,22 68:8 74:4 76:22 78:11,15 79:3,7,25 80:14,18 85:19 87:11 89:9 93:11 94:12 95:20 96:19 100:12,14 104:8,15, 16 109:7 110:24</p>	<p>112:7 113:20 114:16 115:4,21 124:22 140:18 141:2 142:6 146:14 148:19 159:15,17 160:10 161:8 170:4 172:20 183:18</p> <p>reappoint 36:20</p> <p>reason 75:25 78:17 110:19 166:25 167:15 183:23</p> <p>reasons 35:17 44:19 76:21 103:14 189:14 190:4</p> <p>reassemble 117:19</p> <p>recalculate 122:5 126:9</p> <p>recalculation 120:11, 14 125:6,20 126:15</p> <p>recall 13:7,17 14:5 105:5 149:2 163:6 166:12</p> <p>recap 11:25 12:3,6 13:9</p> <p>recapture 68:23 95:17 97:25</p> <p>recaptured 97:24</p> <p>recapturing 95:21</p> <p>receive 17:20</p> <p>received 20:10 151:21,22 152:2 167:1,6,7</p> <p>recess 21:14 63:2 138:15,18 166:1,3</p> <p>recesses 22:16</p> <p>recession 17:13 18:16,24</p> <p>recharge 24:21,24 25:4,6,12,18 29:3</p>
--	--	---	---

Watermaster Board - Special Meeting

Chino Basin Watermaster

47:12 51:9 64:25 65:2,13,15,19,22,23, 25 66:3,6,8,9 67:1, 19 68:5,10,17,25 70:12,19 71:3,10,18 73:21 83:21,23 84:25 85:20 86:24 87:23 90:18 93:25 94:18 95:14 101:21, 22 102:23,25 103:6, 16 104:21,25 105:22 106:1,15,16 109:3, 21 111:19 112:6 124:18 133:8 134:7 155:12 156:21,22 158:19,21,23,25 159:9 recharged 85:10,13 124:12 132:19 recharges 95:5 recharging 93:17 94:19 159:4 Reclamation 58:24 recognized 81:1 85:24 recognizes 120:18 recognizing 85:14 recollection 20:8 34:25 37:21 57:24 58:11 recommendation 4:11 5:1 72:4 166:10 171:18 172:5 180:3, 9,11 183:14 184:3,9 187:3 recommendations 4:21 86:1 87:4 170:6 179:21 recommended 179:22	recommending 170:6 recompute 121:23 recomputed 121:24 reconcile 147:7 167:22 reconvene 21:14,25 record 39:14 42:8 recording 2:1 192:4 recount 141:8 recover 124:18 recovered 124:13 recovery 119:21 120:18,20 121:1,3,6, 12 123:21 124:3,9, 20,25 125:22 126:3, 9,22 159:7,9 recycle 112:6 155:17 recycled 92:17 100:15,18,20,24 101:2,5,12,22 102:16,21 103:1,23 104:3,17,20,24 105:6,8,15,25 106:17,25 108:22,24 109:7 111:16 133:8, 16 red 108:19 113:2 114:5 125:14 redialing 165:24 reduce 104:24 reduced 81:2 reducing 67:11 reduction 102:18 refer 7:23 49:15 68:21 referee 13:9 35:5 36:3 38:18,23 39:12,	18 77:8 referenced 181:6 referencing 49:13 referring 89:9 reflected 149:25 151:1 regard 39:6 176:11 179:24 regarding 8:25 9:1 10:4 11:12 166:5 region 15:18 16:9 17:4 68:18 103:22 113:18 147:13 150:18 165:12 175:25 regional 25:22 36:11 40:20 60:21 62:7 90:7,10,11 100:12 105:21 106:21 107:11 108:10,11, 14,15 109:10,14 113:20 114:19 120:19 128:14 142:23 155:16 regions 16:10 regularly 50:6 121:22 regulate 99:8 regulation 54:20 146:23 regulations 54:19 128:4 reinforce 104:16 reject 46:7 relate 20:3 68:24 related 92:8 114:1 132:11 relationship 13:1 29:21 30:7 55:17	64:17 158:13,25 relative 174:6 relativity 48:4 release 60:22 relevant 154:23 156:4 158:7 reliability 100:13 reliable 28:22 101:2 reliant 146:16 relied 39:18 relieve 176:13 reline 116:17 rely 176:6 relying 142:1 remain 80:6 remained 102:17 remediation 114:25 remember 19:8 25:16 39:13 50:22 56:7 59:4 60:22 63:3 113:1 134:7 135:24 139:6 151:16 176:5 remind 12:7,18 remote 9:1,21 79:16 87:12 remotely 3:2 remove 33:5 45:23 76:24 144:9 151:3 155:4 159:23 reop 53:8 61:14 62:2, 10 133:15 reoperation 132:22, 24 133:14 repeat 6:19 10:1 repeatedly 3:15
--	--	--	--

repetitious 9:8	reputation 42:17	respectfully 178:19	reversal 96:15,16
replace 89:19	request 4:12 6:9 167:1	respond 28:15,19 39:8	review 11:21 30:15 44:25 45:3 53:21 84:17 117:8 126:14, 16,17 153:18 160:23 169:4 189:25 190:19
replaced 92:3,6,15 100:25	requested 3:15 184:3	responded 54:14 168:7	reviewed 11:21 13:2 114:10 153:17
replacing 93:4	requesting 168:4	response 29:6 122:1 168:15 176:4	revise 84:20
replenish 65:17 132:19	require 105:25 173:21 174:15	responses 163:7 168:8,15	revised 54:19
replenished 65:18	required 5:10 15:22, 24 19:3,4 33:5 104:23 105:22	responsibilities 14:20 49:22 71:2 87:24 88:10 115:11, 13,16,21 126:1	reward 146:10
replenishing 71:23	106:24 165:6 174:24 182:7	responsibility 35:23 44:8,20 46:10,15 65:16 70:9,15 126:21 145:1 178:21 181:1	rewind 140:2
replenishment 47:6 70:13,16 71:16,22 97:16 105:18 132:18,21	requirement 140:21 180:7 182:2	reservoir 134:19,22 135:7	rhetorical 109:18
report 4:10,20 5:25 19:18 23:1 28:14,15 30:22 43:12,14 44:18,19,23 46:4 51:15,16,18,22 54:7 63:21,23 64:6,7 84:18 88:11 125:6 151:10,11,20 152:23 153:7,22,24 154:2 156:20 167:7 168:16 170:21	requirements 167:23	resident 17:23	Rialto 110:11 116:11
reporting 106:23 109:6 155:23	requires 114:9 168:2	resigned 146:24	Richard 34:19
reports 88:1 106:23 115:14,15 152:1	requiring 48:24	resilient 134:13	right 9:8 11:9 17:21 21:5,12 23:2 24:14 26:11,13 27:5 29:18 30:15 33:15,23 35:11,19 36:24 39:6 42:6 46:16 47:7,13 48:2,4 49:11,12,25 50:21,24 51:15 52:24 53:3,10 56:7, 10 58:4,16,17,25 59:3,4 60:5 61:2,5 62:2 66:17,22,23 68:7 72:22,23 76:12 77:4 79:12 80:13 81:17 84:12 86:22 87:3 90:20,24 92:11, 21 95:25 96:10 100:10,11 101:3,14 110:2,10 111:7,24 112:3 114:2,6 117:11 118:24,25 121:10 125:18 127:21 131:4 136:7, 23 137:10 138:10 139:11 140:7 142:8 143:19 145:17 146:3
repository 22:14	resistance 39:11	restrict 173:2	
represent 74:17 91:14 95:3 130:19	resolution 8:25 9:11, 20 51:13 83:18	restrictive 6:1	
representation 130:22	resolutions 126:23	result 60:14 69:5 71:13 82:7 83:13 96:14 113:23 136:2 144:20 153:15 180:5	
representations 3:24 6:5	resolve 57:20 87:11 152:21	resulted 149:6 160:5	
represented 67:14	resource 35:14 101:3 134:16 135:9 147:25 150:17	resulting 107:3	
representing 7:2 32:11	resources 35:24 148:21	results 49:15 67:4 68:8,17 84:18	
	respect 50:24 61:6 171:21	retail 116:10 142:19	
		return 67:7	
		reuse 104:20 106:1 155:17	

147:5 148:20 149:17 150:10 153:25 156:1 157:7,15 158:23 175:6 181:22 182:19 185:3 188:18	room 3:1 34:14 41:23 56:18,19,20,22,24 57:6,16 117:19 151:17 157:12 164:13	samples 128:20 130:16	scoping 151:10 152:16,23 156:20
right-hand 91:13	rough 95:12	sampling 130:16	Scott 19:16 20:7,9,23 38:8 40:9 41:20,22, 24 44:10 53:13 57:12 58:23 59:21 62:15 63:3,19 143:8 160:16 163:2 171:4, 13 175:6 179:1
rights 41:8 102:8	roughly 97:7 103:13 145:5	San 14:14	Scott's 116:3
rise 83:2 89:16	round 151:22	sand 73:24 74:6,21 76:23 77:9,20	scrambling 59:6
rising 89:17 90:23 93:21,25 94:23 95:3, 6,12	round-the-clock 50:1	sandbox 73:23	scratch 152:18
risk 146:10	rounds 151:12	sands 75:2,9 76:22	screaming 56:24
risk-averse 145:25	rule 5:7	Santa 89:18,22 90:5, 16,23 93:9,13,14,15, 16,23,25 94:1,18 95:13 98:9 99:3 106:21 110:1 119:10 129:4 133:12	screen 64:8 66:15 74:22 155:8
risk/reward 146:12	ruled 38:15	satellites 79:17	screened 74:8,19
river 42:13 49:24 58:25 89:18,22 90:5, 16,23 93:10,13,14, 15,16,17,23,25 94:1, 19 95:13 96:24 98:10 99:3 106:21 110:1,13 111:6 116:3 119:10 129:4 133:12	rules 49:8 54:19	satisfy 128:4	screens 74:17
Riverside/san 17:7, 24 18:15	running 190:20	saturated 74:14	screwed 59:5
RMQ 71:5,6,8	runs 71:16	saw 80:12	scribe 32:11
roadmap 21:7	ruptures 26:5	SAWPA 60:7,9,11	scrutinizing 50:24
roads 26:7		saying 21:9 36:6 52:9 59:1 60:4 71:14 75:25 96:3 136:17 160:19 175:2 189:10,11 191:3,4	second 5:1 9:5,12,14 12:3,25 15:23 35:21 53:7 101:24 154:5 176:9 178:3 180:3 184:7,10 185:4,5,6,9 187:7,17
Rob 5:15 180:6	S	says 53:1 71:22 96:10 106:8	seconded 9:22 187:6
Robert 7:1	safe 93:19 97:10,15 119:23 120:12,14 121:23 122:11,20 123:4,5,6,9 125:5,8, 10,20 126:10,14,23 140:5 147:10 150:7, 10	scale 16:5 17:23	secondly 65:16
robust 30:23	safely 120:6,9	scaling 17:4	Secretary 59:1,4
role 12:15 13:11 95:21	saga 162:25	scenarios 124:17	section 7:23 8:2
roll 2:21 9:18,19 185:25 187:8,15	sail 48:22	scheduled 21:23	sediments 77:18
rolling 63:11	sake 7:12 37:23	schematic 19:11	see 14:12 15:8 16:2 17:12,13,22 18:15, 16,22,23,25 20:15 22:10,11,14 43:17 48:11 54:15 56:1 58:8 66:14,17,19,22, 23 67:10 68:17
Ron 32:10,11 180:18, 19 183:7	salt 62:4 106:20 110:15,22 112:9,11, 14 113:4,7,12,22,23, 25 114:15 155:20	Schneider 36:16 39:21 52:6	
	salts 41:3 116:4	scientific 81:6 84:3	
	sample 130:21	scoot 148:13	
		scope 31:10 33:1	

69:12,14 71:2 72:6 77:20,22 78:9 79:15, 21 80:9 82:13 85:11 86:8 91:21 92:4,13 93:1 99:24 101:8,13 103:2 108:17,18 122:23,25 123:3 124:5 129:16 139:24 142:4 143:2,17 145:21 146:23 156:24 158:16,20 160:19,22 170:6 189:20	series 92:24 138:8 serious 26:19 serve 16:12,13 131:24 153:13 served 133:14 134:5 service 17:5 68:2 101:5 services 17:20 37:7 60:16 serving 132:2 session 166:3 179:10 191:13 sessions 43:16 50:1 150:20 151:5 152:1 set 26:14 37:4,5 44:5 104:22 106:24 123:4 130:13 148:4 172:1 setting 22:21 161:23 settle 169:17 setup 21:4 seven 155:7 SGMA 33:17,24 49:14 143:7,14,15,21 144:11,13 145:15,18 shading 79:15 shallow 93:20 shape 51:8 share 82:15 129:23 164:13,16 165:9 189:7 shared 46:19 168:8 sharing 46:21 83:4 shed 26:25 sheet 50:9,10,16 shift 46:17 99:24	Shoenberger 56:11 140:12 short 115:8 154:19 short-term 84:5 117:1 shouting 42:18 show 42:2 44:6 91:11 94:11,14,25 100:19 101:24 103:22 122:20 123:16 124:8,13 125:5,9,14 131:19 showed 42:14 77:8 showing 17:5,8 18:12,13 68:19 74:8 80:4 93:11 94:18 101:7 189:23 shown 16:21 84:13 93:3 107:4 108:19 135:5 149:22 155:8 shows 19:14 67:4,22 77:23 93:8 94:2 101:4,10,14 102:15, 20,25 108:8 112:22 113:11 124:5 125:12 131:25 189:20 shut 110:17 shutting 116:20 shuttle 50:5 56:21 side 66:14 76:1,3,5 78:12,13 91:12,13 92:16 160:25 side's 133:7 signatory 55:2 significance 17:12,15 significant 4:5,14 18:10 27:7 29:24 122:13 126:15	signs 55:12 silo 31:1,2 similar 33:17 87:23 102:24 104:6 126:11 158:22 simple 63:7 139:6 simply 3:21 169:1,14 179:25 simulated 124:10 simulation 148:5 single 98:20 108:21 sinkhole 141:23 sir 3:10 6:25 162:5 177:8,9 180:21 sit 38:24 73:7 site 130:20 site's 134:19 sites 128:17,20 129:3,9 134:22 135:6 sits 130:7 sitting 190:8 six 42:5,10 48:17 142:14,15 143:8 sizes 124:9 skeptical 36:12 skinny 122:15 slate 164:25 Slater 20:7 34:6 slide 69:21 70:8 87:23 96:20 108:7 115:11 135:22 157:9 slides 12:23 64:14 108:6 131:17,19 154:8
---	--	--	--

Watermaster Board - Special Meeting

Chino Basin Watermaster

slopes 18:24	source 103:5 104:21 114:23	53:11,12,16,25 54:4, 9,11,18,25 55:20 56:5,11,13,16,17 57:6,8,9,11,13,21,24 58:2,3,14,16,18,20, 22 59:9,14,15,17,18, 21,22,23 60:1,2,4,13 61:1,3,4,7,18,20,21, 25 62:9,13,14,22,25 63:1,3,10,18 65:5 67:20 68:22 69:2,7, 8,11,12,14,17,18,20 71:12 72:1,3,9,10, 14,18,23,24 73:1,6 75:16,17,18,23 76:8, 13,14,16,17,19,20, 21 77:2,4,5,7 79:1,3, 5,6,8,9 81:15,16,17, 22 82:9,12,13,16,18, 20,21,22 83:7,10,12, 13,18,19 84:14,15, 22,23,24 85:2,4,5,7, 8 86:5,7,10,13,15, 16,18,21,23 87:2,7, 10,18,20 88:17,18, 19 89:2,3,5 90:7,9, 11,22,25 91:3,4,10, 11,23,24,25 92:1,7, 19,21,22,23,24 94:6, 8,9,11 95:24,25 96:1,9,19 97:3,5,8,9, 11,12,18,23 98:3,5, 6,7,8,9,11,12,13,15, 20,24,25 99:4,5,6, 11,12,13,15,17,20, 23,25 100:2,4,5,8, 10,11 101:16,18,25 102:2,3,5,6,7,9 103:7,9,18,19,20,21, 24 104:5,10 107:10, 12,13,15,19,22,23, 25 108:1,2,5 109:13, 17,19,25 110:4,5,7, 8,24 111:5,6,8,9,12, 14,17,18,21,22,24 112:2 113:9,13,14, 25 114:2,3,5,7,8 115:23 116:1,2,8,9, 16,18,19,21,24,25 117:4,5,13,15,16,23, 24 118:3,4,8,10,12, 14,15,16,18,19,21 121:8,10 127:5,8,16, 19,20,21,22,24 129:10,21 131:4,5 135:16,18,21 136:9, 10,11,12,15,16,19, 20,21,22,23,24,25 137:2,3,5,7,8,9,13, 15,16 138:15,17,19, 24,25 139:15 140:6, 7,8,9,10 141:4,9,10, 24,25 142:3,11,13, 17,19 143:2,6,9,10, 11,12,16,17,23 144:1,2 145:16,17, 21,23 146:15,18,25 147:1,10,17,19,20, 21 148:11,12,13,15, 24 149:12 153:21 156:8,13,14,16 157:4,7,8,15,16,18, 21,22 158:2 160:7,8, 9,13,14 161:17 162:14,17,23,25 163:1,2,14,17,19,20 164:3,4,5,6,7,9,10 165:17 171:13 173:23 174:4 175:6, 8 176:3,23 184:4,6, 12,15,23 185:1,6,18, 22,24 186:5,7,9,11, 13,15,17,19,22,25 187:6,9,14,20,22,24 188:1,3,5,7,9,12,13, 14,16,17,20,24,25 189:2,6 191:21	
slow 75:7 85:21	sources 129:6		
slowly 75:8	south 60:17 66:21 67:2 86:8 90:16		
small 135:5 160:5	southern 89:8,14,16 91:8,18 93:1,8 95:17		
smaller 91:19	space 65:18		
smart 118:10	spaces 76:25		
smoothly 162:12	spatially 81:10		
snapshot 96:6	speak 3:6 5:15 6:17 161:19 171:14		
snippet 15:20	SPEAKER 2:2,4,5,7, 9,11,13,15,17,19 7:3 9:5,7,19,25 10:2,4,6, 8,10,12,14,16,18,20, 22,24 11:10 12:2 17:18 18:7 21:16,19, 22 22:1,3,9,12 23:19,20,24 24:1,4, 7,9,11,13,17 25:3,5, 7,8,20,24 26:2,4,8,9, 10,19 27:2,4,5,8,24 28:1,2,9 29:14,22 30:1,3,11,17,21 31:1,3,8 32:14,15 33:8,13,14,16,21 34:1,3,7,13,15,17, 21,23,24,25 35:1,2, 3,4,7,8,25 36:23 37:10,11,13,14,19, 23,25 38:1,3,5,7,9, 11,12,14,17,20,21, 23 39:10,14,17,23 40:2,4,6,7,8,19,20 41:3,5,6,7,9,11,12, 13,14 42:2 44:3,5, 10,12,13,14 45:19 46:6 47:21 48:1,6,9 49:9,11,19,23 50:12, 15,19,21 52:5,7,8, 11,12,18,19,22		
socioeconomic 14:23 135:24			
soft 11:8			
solution 117:1 123:9 126:25			
solutions 144:4			
solved 85:8			
somebody 47:4 48:3 141:5			
somewhat 36:12			
soon 111:15			
sorry 2:5 9:25 44:10 64:6 82:16,21 84:16 86:5 95:7 152:6 164:8 186:22 187:4 188:13			
sort 26:7 35:20 36:9, 13 52:13 109:9,17 157:23 160:19 177:12 179:14			
sorts 24:20			
sought 151:15			
sound 61:15 121:20 130:2			
sounds 37:13 47:22 62:10 155:24 173:4 188:20			
			Speakers 23:25 24:3, 6,8,12,16 38:4,6 63:9 72:13,17 82:11 86:12,20 87:1 91:2

Index: slopes–Speakers

97:2 99:22 107:18 109:16 111:11 116:7,15 117:22 118:2,7 135:20 162:16,22 163:16	168:16 170:7,21 172:18 177:20 179:22 181:12 184:3	statement 32:6	103:14 106:16 129:6 159:5
speaking 82:17 89:7	Staff's 161:6 184:2,9 187:3	status 43:14 115:14 170:11 172:7	story 37:5 83:20 89:11 91:5 160:4 181:4
spearheaded 68:14	stakeholder 170:9,13 172:8 191:9	stay 34:6 72:24 75:5 152:17 181:2	strategic 91:9
special 13:9 35:4 36:2,3 38:18,23 39:12,17 77:8	stakeholders 4:22 7:21 8:10 31:5,17 42:23 43:4 126:5 128:15 141:3 150:25 153:24 154:13,17 170:8,9 172:6,13	stays 182:10	strategies 85:20 156:17
specialists 127:14	staleness 176:7	step 3:24,25 6:6 8:3	strategy 145:12 146:2 157:4
specific 5:12 38:15 45:6 52:20 54:1 60:19 125:8,10 130:23 133:2 156:11 157:6 167:15 169:22 174:25 176:14 190:19	stand 22:9 192:3	steps 8:10 33:5 160:22	strength 122:2
specifically 28:23 100:14 101:15 103:2 105:9 106:3	standard 49:11,12 144:6	Steve 2:5 131:16 191:20	strengths 124:22 150:22
speculations 25:15	standing 34:6 56:23	Stewart 37:7	stretch 138:12
spend 3:18 17:18,19 18:6 139:16 141:19 167:19	standpoint 23:12 182:24 183:2	stipulated 12:14	strong 30:10 47:5 56:8
spending 17:21 67:21	start 29:9 42:9 50:2 55:24 64:23 69:23 78:22 89:10 95:16 96:3 117:20 131:22 137:21 170:7 173:7	stop 43:24 46:25 47:1 85:21 97:19 179:6	struggling 142:24
spent 137:25	started 26:21,23 29:8 44:11 46:3 50:13 67:12 70:2 97:25 150:8 152:16	storage 27:6,13,14 103:12 115:25 118:22 119:1,4,8,9, 12,15,16,18,20,21, 23 120:1,4,6,17,20, 23 121:1,2,3,6,12, 17,21 122:1,2,10,12, 15,17,18,20,21 123:4,5,6,8,9,17,19, 21,23 124:1,2,6,7,9, 10,12,15,20,25 125:20,22 126:3,4,8, 22,23,24,25 127:1 133:13 134:19,20, 21,23,25 135:1,6,11 143:4 147:6 150:6,7, 10 151:7 155:13 159:7,9	stuck 59:1
spoken 177:2,4,19	starting 40:25 96:2 172:12 173:9	store 27:14,15 99:7 118:24 120:3 122:12 123:11 133:17 135:2	studied 135:3
sponge 77:2	starts 53:22,25	stored 119:2 120:9 122:7,24 123:1	studies 72:20 81:6 84:3
spread 145:5	state 16:10 28:13,14 32:20,24 63:22 69:25 106:10 108:11 110:12,21 141:7,11, 17 142:9 147:6	storm 65:13 66:6 67:7,8,19 68:9,17,23	study 14:23 71:21 87:3 123:20
square 164:1	state's 146:16,18,19		studying 96:3
stabilized 130:21	stated 72:19 167:15		stuff 32:9 49:14 109:23 131:2
stable 102:17			subject 166:11
staff 4:10,20 5:4,25 8:22 70:9 87:24 115:12 125:25 126:2,6 128:12 138:22 139:8 167:7			submit 84:18 88:13
			subsequent 136:1 175:15
			subside 77:11
			subsidence 15:7 25:19,21,23 26:3 49:16 73:9 74:3 76:5 78:16,23 79:12,21, 22,24 80:2,5,10,15, 20 81:1 82:3,8 83:2

84:5,9,10,12,20,21 85:3,14,17,18,22 86:2 87:6 88:3,13 125:2 134:12,14 140:17 144:21 145:2	supply 16:14,15,16 29:2 89:6 90:2 92:17 100:13 110:10 135:25 145:5	74:3,9,10,20 75:13 76:6 77:17,25 78:5 128:25 130:16,25 142:5	talked 12:8,9,15 13:1, 12,20 34:9 57:9,10 71:9 89:12 97:20 112:4,5 115:10 116:10 119:24 120:12 134:19 190:4
subsides 75:12	support 64:19,20 128:2 133:20	systematic 125:4,6	talking 11:23 30:18 35:21 39:4 46:12,14 59:12 85:19 89:10 92:9 134:20 146:22 148:16 151:17 159:14 174:11 180:25 181:23
subsiding 87:19	supported 19:3	systematically 125:21	talks 4:20 49:14 51:14 171:21
substantive 163:7	suppose 172:19 173:5	<hr/> T <hr/>	tap 130:17 141:5
succeed 51:2	supposed 3:25	tab 12:21 13:4 20:13	tape 130:1
success 66:1 67:22 68:19 83:19 89:11 96:8 113:10,17 122:19 144:20 181:4	sure 25:25 30:14 35:20 49:23 71:9 97:13 117:15 120:8 121:2 130:17,22 148:15 156:9	table 22:21 23:21 74:15,17,18 93:9,14 129:10 179:18	tarmac 188:21
successes 88:24 112:4,5 121:14	surface 74:11 77:11, 13 79:17 93:12,21 128:9 129:3 134:21, 22 135:1,6 147:23	tablet 130:12	task 13:18 15:17
successful 53:18 87:15 181:15	surfacing 14:9	tag 44:21	tasked 128:1
sue 83:6	surplice 61:11	take 9:18 13:4,10 15:25 20:16,19,21 22:5 38:17 46:9 56:1,20 57:14,15 62:19,20 64:22 97:19 98:23 113:15 127:3 138:11,15 144:13 150:11 161:15 165:20 166:4 170:4 174:10 185:12 187:8	tasking 13:18 15:17
sufficient 28:3 174:14	survey 14:23 129:13 158:5 174:12	takeaway 103:25	TDS 89:8 90:14 105:9,16,23 107:6 108:20 111:8 112:14,16,18,22 113:3 130:20
suggest 180:12	surveying 129:2	taken 63:2 112:19 138:18 139:25 166:1	Teal 56:12 140:12
suggesting 8:9	surveys 80:7,8 158:2	takes 67:1 70:20	team 30:12 96:2 164:6
suggests 8:2	survive 146:20	talk 19:7,17 20:1 22:23 25:21 41:20 46:17,24 62:11 65:2 85:18 97:13 103:3 115:7,24 118:21 119:22 127:14 131:15 137:23 138:14 153:20 183:17	tear 182:25
suite 47:2	survived 42:14		technical 12:4 41:18 43:16 88:6 120:8 121:20 126:13,17 131:12 151:9,10 171:23 182:15
sum 46:7	susceptible 76:6,22 78:21		technically 61:15 106:8
summarize 162:19 167:9	sustainability 15:12 25:16 125:3,8,14,16 144:16 166:19		technique 79:16
summarizing 13:10 160:11	Sustainable 136:3		teleconference 9:1, 21 10:5
summary 5:25 167:11 168:15	sustained 127:10		
summer 151:21	sweep 58:4		
super 130:14	swept 58:6		
supplement 12:22	system 73:19,21,22		
supplemental 83:22			
supplies 64:9 100:14 110:22 123:14			

tell 29:19 41:24 56:6 69:4 95:24 119:2 159:12	theme 16:15	19,23 181:18 182:3, 11 183:4,20,21 189:16 190:9	28:7 29:4 30:23 32:5,18 34:16,22,24 36:5,7 37:20 38:3 39:16 40:24 41:6,15 42:8,17,22 43:25 44:20 45:9 47:14 50:6,7 52:21,23 56:4 64:1 65:8 67:7 68:11 69:3 72:7 76:4 78:24 79:18 80:18,20 81:24 83:5 92:24 93:4 94:12 95:15,19 101:10 102:24,25 103:13 105:2,17,24 106:25 107:1 109:20 112:12,21 115:8 116:20 117:17 120:3,13 122:23 125:13 140:24 142:25 150:3,8 171:23 174:17,18 175:13 176:1,25 177:11 183:10,23 189:17,24
telling 49:24 96:8 109:9 152:1	theoretically 143:7	thinking 36:22 42:15 56:25 111:25 164:22 165:1,10	
tells 79:25 80:2	thereof 49:17	third 11:19	
temporally 81:10	they'd 179:24	Thornton 5:15 6:24 7:1,7,15,19 8:15 180:6	
temporary 61:11 102:12	thickness 77:24	thought 14:7 29:4 34:18 38:21 40:4 41:19 43:15 45:8 62:2,4 68:20 109:5 137:25 158:6 169:24	
ten 27:15 48:3 60:25 137:24 138:11 139:16	thicknesses 74:1	thoughts 31:18 103:11 139:17,19 140:1 142:17 143:6 189:7	
ten-minute 138:15	thing 40:15 42:7,12 47:13 48:10 49:4 55:4 58:11 112:25 142:3 145:10 182:16	thousand 59:15	
ten-year 60:23	things 7:12 22:15 23:13,14 26:7 32:19 38:15 40:14 47:2,18 49:15 52:23 54:19 71:2 72:21,22,25 82:24 84:4 98:16 104:14 139:23 140:3 141:6,10,12 148:19 149:4,17 150:22,23 152:2 162:10,19 183:21 191:1	threat 82:4	
tends 67:1	think 4:17 6:2 15:22 23:14,22 24:9 33:16 34:2 35:8,9,12 36:23 37:5 38:24 39:23 50:17 54:11,16,25 56:9 58:16,17 81:22 82:1,3 83:10,11 85:19 88:15 92:15 96:2,5 97:17,18 98:22 99:25 100:2 103:10 109:25 112:9 117:17 131:6 136:14 137:9 138:5,9 139:10,23 140:2,15, 19 141:2 142:3,7,8 144:11 145:8 146:1 147:15 148:6,16,23 156:23 162:8,17 163:25 165:16 168:17,25 170:1 171:12,24 179:18,	three 2:25 42:6 55:10 65:23 110:20 124:2 128:23 130:10 137:25 177:1 179:12,13 180:19	timeline 38:5 151:25
term 50:9,10,16 58:19 84:6 119:24	think 4:17 6:2 15:22 23:14,22 24:9 33:16 34:2 35:8,9,12 36:23 37:5 38:24 39:23 50:17 54:11,16,25 56:9 58:16,17 81:22 82:1,3 83:10,11 85:19 88:15 92:15 96:2,5 97:17,18 98:22 99:25 100:2 103:10 109:25 112:9 117:17 131:6 136:14 137:9 138:5,9 139:10,23 140:2,15, 19 141:2 142:3,7,8 144:11 145:8 146:1 147:15 148:6,16,23 156:23 162:8,17 163:25 165:16 168:17,25 170:1 171:12,24 179:18,	three-minute 6:18 170:23	times 15:9 22:2 23:9 30:19
terms 15:18 38:3 101:10 110:2 112:10,20 175:4 179:21	think 4:17 6:2 15:22 23:14,22 24:9 33:16 34:2 35:8,9,12 36:23 37:5 38:24 39:23 50:17 54:11,16,25 56:9 58:16,17 81:22 82:1,3 83:10,11 85:19 88:15 92:15 96:2,5 97:17,18 98:22 99:25 100:2 103:10 109:25 112:9 117:17 131:6 136:14 137:9 138:5,9 139:10,23 140:2,15, 19 141:2 142:3,7,8 144:11 145:8 146:1 147:15 148:6,16,23 156:23 162:8,17 163:25 165:16 168:17,25 170:1 171:12,24 179:18,	threshold 174:8	timewise 38:7
thank 2:20 6:13,21 8:13,14,16 11:2,15 22:8 34:3 35:1 40:9, 19 69:20 73:1 76:10 88:17,18 100:8 116:1 127:7,8,16 131:3,5,16 138:17, 22 141:4 148:11 149:12 160:8,9 161:17 163:13,14 164:4,11 166:8 170:19 171:16 175:5 176:22 177:9 179:7 180:15,16,22 183:6, 7 187:14 189:4 191:6,7,11,22,23,24 192:1,3	think 4:17 6:2 15:22 23:14,22 24:9 33:16 34:2 35:8,9,12 36:23 37:5 38:24 39:23 50:17 54:11,16,25 56:9 58:16,17 81:22 82:1,3 83:10,11 85:19 88:15 92:15 96:2,5 97:17,18 98:22 99:25 100:2 103:10 109:25 112:9 117:17 131:6 136:14 137:9 138:5,9 139:10,23 140:2,15, 19 141:2 142:3,7,8 144:11 145:8 146:1 147:15 148:6,16,23 156:23 162:8,17 163:25 165:16 168:17,25 170:1 171:12,24 179:18,	thrilled 110:6	today 11:17,20 13:7, 8,14 14:1,4,15 16:24 21:2 36:1 39:25 40:16 80:6 104:1 119:3 120:12 124:24 140:4,19 142:7 154:3 160:21 161:10 163:24 164:13 165:13 166:23,25 191:13
thanks 27:8 76:15 161:6 164:6 175:6	think 4:17 6:2 15:22 23:14,22 24:9 33:16 34:2 35:8,9,12 36:23 37:5 38:24 39:23 50:17 54:11,16,25 56:9 58:16,17 81:22 82:1,3 83:10,11 85:19 88:15 92:15 96:2,5 97:17,18 98:22 99:25 100:2 103:10 109:25 112:9 117:17 131:6 136:14 137:9 138:5,9 139:10,23 140:2,15, 19 141:2 142:3,7,8 144:11 145:8 146:1 147:15 148:6,16,23 156:23 162:8,17 163:25 165:16 168:17,25 170:1 171:12,24 179:18,	thumbs 77:22 162:8	today's 11:24 20:15 149:10
	think 4:17 6:2 15:22 23:14,22 24:9 33:16 34:2 35:8,9,12 36:23 37:5 38:24 39:23 50:17 54:11,16,25 56:9 58:16,17 81:22 82:1,3 83:10,11 85:19 88:15 92:15 96:2,5 97:17,18 98:22 99:25 100:2 103:10 109:25 112:9 117:17 131:6 136:14 137:9 138:5,9 139:10,23 140:2,15, 19 141:2 142:3,7,8 144:11 145:8 146:1 147:15 148:6,16,23 156:23 162:8,17 163:25 165:16 168:17,25 170:1 171:12,24 179:18,	tier 132:4	toilet 111:15
	think 4:17 6:2 15:22 23:14,22 24:9 33:16 34:2 35:8,9,12 36:23 37:5 38:24 39:23 50:17 54:11,16,25 56:9 58:16,17 81:22 82:1,3 83:10,11 85:19 88:15 92:15 96:2,5 97:17,18 98:22 99:25 100:2 103:10 109:25 112:9 117:17 131:6 136:14 137:9 138:5,9 139:10,23 140:2,15, 19 141:2 142:3,7,8 144:11 145:8 146:1 147:15 148:6,16,23 156:23 162:8,17 163:25 165:16 168:17,25 170:1 171:12,24 179:18,	ties 124:23	told 37:5 39:8 46:11 61:9 88:22
	think 4:17 6:2 15:22 23:14,22 24:9 33:16 34:2 35:8,9,12 36:23 37:5 38:24 39:23 50:17 54:11,16,25 56:9 58:16,17 81:22 82:1,3 83:10,11 85:19 88:15 92:15 96:2,5 97:17,18 98:22 99:25 100:2 103:10 109:25 112:9 117:17 131:6 136:14 137:9 138:5,9 139:10,23 140:2,15, 19 141:2 142:3,7,8 144:11 145:8 146:1 147:15 148:6,16,23 156:23 162:8,17 163:25 165:16 168:17,25 170:1 171:12,24 179:18,	time 2:24 6:16 7:12 12:9,13,19 13:13,21 14:7,11 15:1,23 16:1 17:9,22 18:2 19:12, 16 21:10 22:5,25 25:2,9,24 26:18 27:7	

Watermaster Board - Special Meeting

Chino Basin Watermaster

Tom 56:11	39:10 40:21 134:16	182:19	124:19 147:25
ton 30:5	135:9 191:2	twofer 59:21	149:25 161:25
tons 112:17 113:3	trend 18:17 96:3	type 39:18 182:15	understood 176:15
too-detailed 69:3	131:25	types 13:3 43:23	undertake 14:21
tool 116:13	trepidation 29:23	typical 74:8	underway 57:25
tools 148:2	tried 33:16 41:9 44:22	typically 26:14 38:25	underwrite 53:10
tooth 181:6	158:4		undesirable 49:15
top 56:24 59:7 74:18	trigger 174:7	<hr/> U <hr/>	144:20
112:23 123:16 124:8	triggers 106:24	UA 169:5	undeterminable
130:4 132:4 158:17	trouble 26:6	ultimately 53:23	176:1
topic 110:22	true 28:2 46:13	83:15 144:9 182:7	Unfortunately 146:5
topics 20:2	truly 161:21	190:16	UNIDENTIFIED 2:2,4,
tops 74:12	trust 29:16 36:16,18,	unable 72:2	5,7,9,11,13,15,17,19
total 16:8,19 18:1	20,24 37:24 50:25	unacceptable 106:21	7:3 9:5,7,19,25 10:2,
113:10 122:21 133:4	52:1	unanimity 174:9	4,6,8,10,12,14,16,
touch 160:24	truth 23:5	unanimous 167:18	18,20,22,24 11:10
tough 148:20	try 27:18 41:7 43:12	unanimously 10:25	12:2 17:18 18:7
Tracy 37:7	56:21 80:23 84:4	11:1	21:16,19,22 22:1,3,
trade 62:5	85:20 87:5,13 99:18	unbelievable 113:21	9,12 23:19,20,24
traditional 80:8	181:23	unbelievably 163:18	24:1,4,7,9,11,13,17
105:20 129:2	trying 28:7 30:22	uncertainty 123:12	25:3,5,7,8,20,24
transducer 130:6	40:23 42:23 43:12	unchanged 80:6	26:2,4,8,9,10,19
transfer 48:16	46:23 48:15 59:24	unclear 111:20	27:2,4,5,8,24 28:1,2,
transfers 133:25	61:11 85:25 176:13	uncommon 33:15	9 29:14,22 30:1,3,
transition 20:6 36:11	turn 9:3 11:10,14	underlying 80:1	11,17,21 31:1,3,8
41:15 57:18,19	22:23 74:20 139:2,	underneath 57:22	32:14,15 33:8,13,14,
60:10 137:19	14 161:5 166:7	80:17	16,21 34:1,3,7,13,
147:11,17	178:20 182:19	understand 5:10	15,17,21,23,24,25
treat 105:11 109:8	190:10,11	59:24 72:22 73:14	35:1,2,3,4,7,8,25
treated 112:18 132:5	turned 184:1	81:7 107:19 108:9	36:23 37:10,11,13,
133:14	turns 75:3	120:15 163:8 171:17	14,19,23,25 38:1,3,
treating 132:1	twice 111:12 183:11	180:3	5,7,9,11,12,14,17,
treatment 104:23	two 13:18 18:12,23	understanding 28:22	20,21,23 39:10,14,
108:23 110:16 132:6	31:13 50:3 64:3 65:8	74:2 83:17 86:1	17,23 40:2,4,6,7,8,
tremendous 19:2	67:24 80:10 86:3	89:13 94:13 120:8	19,20 41:3,5,6,7,9,
	103:22 108:5,17		11,12,13,14 42:2
	109:9 110:10 129:3		44:3,5,10,12,13,14
	151:7 158:14 170:6		45:19 46:6 47:21
	177:12 181:22		48:1,6,9 49:9,11,19,
			23 50:12,15,19,21
			52:5,7,8,11,12,18,
			19,22 53:11,12,16,

Watermaster Board - Special Meeting

Chino Basin Watermaster

<p>25 54:4,9,11,18,25 55:20 56:5,11,13,16, 17 57:6,8,9,11,13, 21,24 58:2,3,14,16, 18,20,22 59:9,14,15, 17,18,21,22,23 60:1, 2,4,13 61:1,3,4,7,18, 20,21,25 62:9,13,14, 22,25 63:1,3,10,18 65:5 67:20 68:22 69:2,7,8,11,12,14, 17,18,20 71:12 72:1, 3,9,10,14,18,23,24 73:1,6 75:16,17,18, 23 76:8,13,14,16,17, 19,20,21 77:2,4,5,7 79:1,3,5,6,8,9 81:15, 16,17,22 82:9,12,13, 16,18,20,21,22 83:7, 10,12,13,18,19 84:14,15,22,23,24 85:2,4,5,7,8 86:5,7, 10,13,15,16,18,21, 23 87:2,7,10,18,20 88:17,18,19 89:2,3,5 90:7,9,11,22,25 91:3,4,10,11,23,24, 25 92:1,7,19,21,22, 23,24 94:6,8,9,11 95:24,25 96:1,9,19 97:3,5,8,9,11,12,18, 23 98:3,5,6,7,8,9,11, 12,13,15,20,24,25 99:4,5,6,11,12,13, 15,17,20,23,25 100:2,4,5,8,10,11 101:16,18,25 102:2, 3,5,6,7,9 103:7,9,18, 19,20,21,24 104:5, 10 107:10,12,13,15, 19,22,23,25 108:1,2, 5 109:13,17,19,25 110:4,5,7,8,24 111:5,6,8,9,12,14, 17,18,21,22,24 112:2 113:9,13,14,</p>	<p>25 114:2,3,5,7,8 115:23 116:1,2,8,9, 16,18,19,21,24,25 117:4,5,13,15,16,23, 24 118:3,4,8,10,12, 14,15,16,18,19,21 121:8,10 127:5,8,16, 19,20,21,22,24 129:10,21 131:4,5 135:16,18,21 136:9, 10,11,12,15,16,19, 20,21,22,23,24,25 137:2,3,5,7,8,9,13, 15,16 138:15,17,19, 24,25 139:15 140:6, 7,8,9,10 141:4,9,10, 24,25 142:3,11,13, 17,19 143:2,6,9,10, 11,12,16,17,23 144:1,2 145:16,17, 21,23 146:15,18,25 147:1,10,17,19,20, 21 148:11,12,13,15, 24 149:12 153:21 156:8,13,14,16 157:4,7,8,15,16,18, 21,22 158:2 160:7,8, 9,13,14 161:17 162:14,17,23,25 163:1,2,14,17,19,20 164:3,4,5,6,7,9,10 165:17 171:13 173:23 174:4 175:6, 8 176:3,23 184:4,6, 12,15,23 185:1,6,18, 22,24 186:5,7,9,11, 13,15,17,19,22,25 187:6,9,14,20,22,24 188:1,3,5,7,9,12,13, 14,16,17,20,24,25 189:2,6 191:21 unification 51:1 unified 51:1 uniform 76:18</p>	<p>unintelligible 2:6,19 7:3 9:7,16 11:23 15:9,15,24 16:7,8, 11,21,22 17:14 18:11 20:14 21:16, 19,22 22:4,7,11 23:19 24:15,20,22, 23,25 25:9,12,14,17, 18,25 26:1,5,7,16, 24,25 27:1,2,3,10, 12,15,16,18,21,23 28:10,17,18,20,25 29:5,10,12,14,16,20 30:4,8,10,20,25 31:2,9,10,11,18,19, 20,22,23,25 32:1,3, 5,8,12,13,18 33:3,4, 7,9,14,18,19,20,21, 22,24 34:7,10,14,15, 21 36:5,10,11,12,17 37:20,21,25 38:13 39:12,22,25 40:6 41:12,19 44:2 46:5 49:18 53:14 54:1,3 55:23 56:4 57:20 58:15 59:11,15,16, 19,20,22 61:19,22, 24 62:12 63:5,18 65:6,13,19 66:18,19 67:15 68:4,17,22 69:5,10,13,15,21,22 70:7,8,12,15,21 71:19,21,23,25 72:8, 15 75:22,24 76:8,12 81:18 86:15,17,24 88:9 89:2 90:25 92:8,22 96:25 98:5, 7,9,10,12,15,16,18, 23 99:5,18 100:1,5,6 101:6,17,19 102:8 103:8,20,23 104:2,4, 9,19 106:4,16 107:1, 13,21,25 108:1,4,10, 11,13 109:2,12,20, 21,22,23 110:2,4,7, 25 111:18,19,20,23</p>	<p>112:1 113:5,8,20 114:2,6,9,24 115:2, 17,19 116:23 117:3, 9 118:19 122:6 127:22 128:3,10,11, 12,17,21,23 129:9, 20,24 130:4 131:24 132:4,5,19 133:1 135:15 136:11,17, 18,20 137:1,3,11,13 138:6,16 140:15 141:7,9,12,15,24,25 142:1,2,11,22,24,25 143:1,4,5,9,10,11, 13,15,16,20,22,24, 25 144:1,3,8,10,18, 22 145:3,6,8,11,22 146:3,6,15 147:4,5, 9,12,15,16,24 148:7, 8,12,18,19,20,22,23 149:14 150:5 151:16 152:8,25 153:22 154:23 157:3,9,14, 17,19,20,21 158:1,3 159:2 160:7,12,13, 16,17 161:2,4,7,16 162:5 163:1 164:9 191:22 unit 19:4 units 18:14,22,25 74:6 77:10 92:10,15, 16 universe 156:23 unlocked 108:22 unmanaged 67:7 unorganized 140:10, 18 Unprecedented 33:13 unsaturated 74:10 unsustainable 18:17</p>
--	--	--	---

Index: unification-unsustainable

<p>update 68:5 88:3 119:15 149:5,6 153:7,10 160:5 161:1 175:19 176:2 178:14,22 181:10 182:6 189:21</p> <p>updated 120:16 127:1 149:21 153:22 167:14 178:13</p> <p>updates 88:12,13</p> <p>updating 149:14 150:16 175:4</p> <p>upper 74:9 110:11, 13,18 125:17</p> <p>upside 46:20</p> <p>upslope 124:11</p> <p>upstream 134:11</p> <p>urban 15:20,23 16:13</p> <p>urbanization 65:9 68:24 69:6</p> <p>urge 6:8</p> <p>use 25:8 56:17 100:15 101:16,18 102:1,10,16 103:15, 16,23 104:8,17,25 105:10,12,14,15 106:1,17 110:12,14 111:1,13 120:1,24 122:10 123:23 124:6 128:25 129:23,24 130:6 133:8 140:6 170:14</p> <p>useful 4:18 21:2 180:10</p> <p>users 102:19</p> <p>uses 90:12 102:22</p> <p>usually 70:24 188:18</p> <p>utilize 90:17 129:25 130:15 150:17</p>	<hr/> <p>V</p> <hr/> <p>validation 113:10</p> <p>Valley 30:5 55:10 134:23 143:18 144:23</p> <p>Valleys 42:6 110:20</p> <p>valuable 119:2 163:5, 18 191:25</p> <p>value 114:11 133:2, 13,16,21 139:13</p> <p>values 32:6</p> <p>variance 32:3</p> <p>various 20:2 37:16 39:21,22 45:11 122:24 124:9 126:22 144:19 166:20</p> <p>Vegas 66:16</p> <p>vehicle 51:11</p> <p>verbiage 184:21</p> <p>versus 25:22 92:11 129:12 175:3</p> <p>Vice-chair 2:15,16 10:10,11 175:10 176:22 186:5,6 187:18,19</p> <p>view 6:4 23:4,6 35:18 37:16 41:17 161:6 169:1</p> <p>viewed 16:16</p> <p>views 101:11</p> <p>virtual 24:10 165:23</p> <p>virtually 31:8,12 84:8</p> <p>visible 15:6</p> <p>vision 42:24 47:18 146:18,19 160:20</p>	<p>visit 128:19</p> <p>Vista 3:13,14 47:6 167:1,2 177:7 190:11</p> <p>visually 66:20</p> <p>volcanic 56:15</p> <p>volume 104:8</p> <p>Volume-wise 94:6,9</p> <p>volumes 101:10 104:6</p> <p>vote 9:18,19 36:4 158:6 168:11 173:21 185:7,12,13,16 187:11,12,15 188:23</p> <p>voting 10:5 41:8 186:4</p> <p>vowel 39:6</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>wait 21:24 175:12,19</p> <p>walk 42:15 56:20,22 118:20</p> <p>want 6:19 7:16 20:19 43:7 47:23 51:4 52:9 55:15 71:17 80:16 106:12 110:9 129:22 130:21 131:16,22 138:7 139:2 141:18 148:25 149:8 152:17 154:16 156:9,17,22 158:1,22 160:18 161:6 162:2,4,7 164:16 181:11 182:21,22 185:3 189:5,7,9,16 190:18 191:4</p> <p>wanted 7:20 20:24 46:17 47:2,7 50:25 51:6,7,9,10 55:16</p>	<p>94:25 109:5 114:13 122:20 134:15 135:11 137:24 151:4 153:24 154:19 165:9 170:4 173:10</p> <p>wanting 46:16 140:13</p> <p>wants 31:25 45:22 48:8 150:13,15,25 151:17 152:19,20,21 154:15,18,22 155:1, 3,6 159:20</p> <p>wasn't 27:17 35:15, 18 43:20 58:14 61:9 86:13 96:14 144:10 165:9</p> <p>waste 29:2 129:6 136:22</p> <p>wasteful 5:11</p> <p>watch 191:2</p> <p>watching 28:7</p> <p>water 3:13 14:7,25 15:11,21,23 16:3,4, 15,16 19:3,4,6 24:19 25:13 26:13,15,16, 17,20,22,25 27:14, 19 28:24 29:2,24 31:9 32:2 35:24 39:1 40:25 47:6,12 48:16 49:16 53:9 58:20 60:21 61:1,14 64:3, 9,10 65:13,17,19 66:6,8 67:1,7,8,19 68:10,17,23 69:5 70:16 73:21 74:10, 11,13,15,16,17,18, 21,22,24,25 75:5,10, 12,13,14 76:24 77:1, 9 78:22 83:22 89:6, 15,21 90:1,2,4,14, 15,18 92:17 93:9,12, 14,16 96:24 97:21 98:2,22 99:7,9</p>
---	---	--	--

Watermaster Board - Special Meeting

Chino Basin Watermaster

<p>100:13,16,18,20,24, 25 101:2,5,12,15,19, 22 102:8,16,21 103:1,12,14,23 104:3,17,19,21,24 105:6,8,11,15,16,18, 22 106:1,6,9,16,17, 25 108:22,24 109:7 110:12,22 111:16 112:3,6,8,9,17 114:17,22 115:7,14, 18 116:3 119:1,3,8, 9,19,20 120:3,9,23 121:17 122:6,7,13, 24 123:11,13,14 124:11,13,18 125:3 128:6,9,18,20 129:3, 6,24 130:1,3,5,13, 15,21,23 131:24 132:1,8,9,18 133:9, 11,14,16,20 134:1,4, 7,8,9,11,25 135:2,25 136:22 140:4,5 141:16 142:20 143:1 146:2 147:8,23 154:24 155:17,18 157:10,25 159:3,4,5, 6,9 167:2 181:2,3</p> <p>water's 111:7</p> <p>Watermaster 3:16,21 4:6 5:21 8:9 12:14 13:7,16,17 14:6,19 15:3 19:9 23:14 25:2,9 27:17 28:4 31:12 35:23 36:2,7, 14,20 37:1,6,7,17 39:5,9,19,24 40:25 43:9 44:8 50:22 54:24 55:1,2,13,14, 15,16,18,22 60:20 62:8 63:5 65:17 68:16 70:9,11,23 71:21 84:2 87:24 106:5 109:20 115:12 120:5 126:2,6 128:1,</p>	<p>4 131:10 139:7 141:1 142:10 143:13 147:11 151:23 161:10 163:8 167:4, 12,16,17,18,22 168:5,13,18 169:3 171:22 172:18 177:15,17,20,21,22 178:1,10,11,13 179:3,16 181:14 189:16</p> <p>Watermaster's 3:18 5:20 30:13 51:24 71:17 83:21 121:5 173:20 178:18</p> <p>Watermasters 26:12, 14 96:10</p> <p>waters 75:8 90:12</p> <p>Waterworks 14:14</p> <p>waving 188:21</p> <p>way 23:9 35:25 40:12 51:8 57:7 63:23 80:6 95:1,7 123:16 125:7, 9,22 139:6,12 141:6 150:16 156:19 159:7 160:19 162:13 164:14 169:11 183:3,4,22 190:15</p> <p>ways 45:22 79:14 124:17</p> <p>we'll 7:17 11:14 12:22 19:7 20:2,6 21:14, 18,25 22:23 23:15 35:20 47:23,24 52:3 62:11 63:11 97:13 117:7,8,18,20 138:13 160:24 162:20 165:23 171:1</p> <p>we're 6:2 7:2,8 8:8,9 11:17 13:14 14:1 16:24 17:5 18:12,13 21:12,20 27:21</p>	<p>35:20 40:16 44:1 46:12 50:25 51:18 52:1,2 56:18,20,25 57:1,19 59:2,3,5,12 62:17 63:11,13,25 64:15,22,23 66:20 67:18 72:5 74:8,10 78:5 79:19 84:7,11, 19 85:2,15,19,24 87:2,8,10 89:9 95:11,12 101:7 104:20 105:5 110:21 113:24 115:8,10 117:6 128:19 130:22 134:7 137:19,20,21 138:20,25 139:1,13, 16 146:11 148:17 149:2,17 161:15 163:11 165:18,20,21 166:2,25 170:5,20 171:9 172:22,25 174:11 175:17 181:22 182:13,18,20 185:16 187:2 188:14 191:4,10</p> <p>we've 3:17 6:11 12:6, 23 19:11 23:9 40:13 57:10 65:23,25 66:2 69:9 71:22,23 76:4, 11 78:9 84:9,25 91:21 92:2 97:20 108:7 113:6 119:24 120:3,12 124:23,24 130:2 139:22 162:6, 11 163:23 181:7 183:20</p> <p>weather 123:12</p> <p>wee 50:8</p> <p>weeding 163:4</p> <p>week 50:3,16,17</p> <p>weeks 31:13</p> <p>welcome 37:10 162:5</p>	<p>well-known 30:9 36:17</p> <p>wells 25:17 74:19 79:4 82:1,2 91:14, 15,16,19 92:5,10,14 94:15,20,22 129:14, 15,17,18</p> <p>went 13:23 17:25 31:1 32:22 41:19 53:2 98:19 108:4 141:6 143:7 152:1, 13,15,18 153:19 157:12 159:19 166:13</p> <p>weren't 52:20,25 80:18 110:5 147:2,3</p> <p>west 47:11 76:5 127:11 131:10 162:4</p> <p>western 60:16 75:20 76:1 78:11,13</p> <p>wet 47:6,12 77:3</p> <p>wetlands 100:3</p> <p>white 79:23</p> <p>wide 101:9</p> <p>wild 138:8</p> <p>Wildermuth 19:13 22:14</p> <p>Williamson 60:24</p> <p>willing 5:13 47:18 51:17,23 52:10,15 61:23</p> <p>willingness 4:4</p> <p>Wingfield 66:22</p> <p>winner 47:24</p> <p>winnings 46:18</p> <p>wish 154:19</p> <p>withholding 173:2</p>
--	--	---	--

Index: water's-withholding

<p>witness 22:10</p> <p>wondered 99:20</p> <p>wondering 46:1</p> <p>word 140:6</p> <p>words 65:12 157:18 164:23</p> <p>work 6:6 22:20 30:5 37:18 40:16 42:24 43:25 45:20 53:2 57:3 88:23 100:3 126:20 136:5 161:25</p> <p>workbook 13:4 68:21</p> <p>worked 13:6 31:16 153:23</p> <p>working 29:19 30:8 36:6 48:14 50:23 66:20 67:23 117:14, 20 137:20 139:1 183:17</p> <p>works 107:20 164:17 185:15</p> <p>workshop 11:12,19 12:7,25 21:13 117:25 139:18 149:10 161:16,20 166:3,19 189:8,20 190:5,8 191:2,24</p> <p>workshop's 22:4</p> <p>workshops 12:6 151:6 161:9 169:5</p> <p>world 19:6 23:1 182:12</p> <p>worried 43:1</p> <p>worries 24:18</p> <p>worse 108:24 140:20</p> <p>worth 109:22 141:20</p> <p>wouldn't 102:10 140:20 141:15,16</p>	<p>148:9 165:12,13 173:11</p> <p>wow 127:23</p> <p>wrap 125:25 149:10</p> <p>writing 47:1</p> <p>written 3:16 4:12,18, 20,25 6:10 168:4 169:25 179:15 180:13 184:16</p> <p>Wrong 95:7</p> <hr/> <p style="text-align: center;">Y</p> <hr/> <p>yeah 7:1 21:20 24:11 27:8 29:22 32:17 33:16 34:23 36:23 37:11 38:1,12 41:5, 11,13 48:1 50:15 53:11 54:25 57:8,13 58:1,17,20 59:23 61:3,20 69:12,14 76:13,16,19 79:6,9, 10 84:16 85:5 87:2 90:25 91:5,24 92:1 96:19 97:8,12 98:6, 8,24 99:12,15,17 100:4,8 104:16 107:15 111:9,25 113:13 116:18,24 117:4 118:12 137:2, 10 142:11,13,18 143:12,24 145:16 146:25 147:19 162:23 172:15 179:11 181:9 184:6, 12 191:23</p> <p>year 3:15 15:19,21 16:19 17:9,10 18:14, 19 19:7 31:14 48:16 58:12 63:24,25 65:24 71:20 78:7 83:22 84:17 88:10 91:12 97:14 100:21</p>	<p>101:15 120:4 122:22 140:3 153:24</p> <p>year-and-a-half 160:11</p> <p>years 13:18,24 15:25 19:1 23:10 26:24 60:25 63:4 64:3 71:3 84:25 117:9 118:13 119:25 121:15 122:4,8 123:2 139:20 143:14 144:15 149:3 153:25 154:20 161:12 169:7 181:8,22 182:19</p> <p>yellow 79:22</p> <p>Yep 92:23 164:3</p> <p>yesterday's 11:22</p> <p>yield 27:13 93:18,19 95:18,21 96:11,13, 18 97:10,15,20 120:12,14 121:23,24 125:5,8,10,20 126:10,14 140:5</p> <p>Yost 127:11 131:10 162:4</p> <hr/> <p style="text-align: center;">Z</p> <hr/> <p>zero 46:7 113:6</p> <p>zone 47:7 73:4 74:14 84:11 101:13 106:3 107:5 108:19,20 134:14</p> <p>zones 101:7 105:5 107:4</p> <p>Zoom 165:21</p>
---	--	--

EXHIBIT 10

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

DEC 21 2007

By John Taha
Deputy

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

THE CITY OF CHINO, et al.

Defendants.

CASE NO. RCV 51010

ORDER CONCERNING MOTION
FOR APPROVAL OF PEACE II
DOCUMENTS

Date: Submitted on Nov. 29, 2007
Dept. 8

I. Introduction

A. Watermaster's Filings

On October 25, 2007, Chino Basin Watermaster filed a Motion for Approval of Peace II Documents. Watermaster's motion requests Court approval of three proposed Judgment amendments, a proposed amendment to the Peace Agreement, a Purchase and Sale Agreement for water from the Overlying (Non-Agricultural) Pool, a Supplement to the Optimum Basin Management Program ("OBMP") Implementation Plan, a Peace II Agreement, and proposed amendments to Watermaster's Rules and Regulations. Watermaster requested a November 29, 2007 hearing on the motion.

On November 15, 2007, Watermaster filed a Transmittal of Supplemental Documents,

1 which included the 2007 CBWM Groundwater Model Documentation and Evaluation of the
2 Peace II Project Description, Final Report, dated November 2007. On December 13, 2007,
3 Watermaster filed its Second Transmittal of Supplemental Documents, which included several
4 stipulations.

5 Watermaster filed its Response to Special Referee's Preliminary Comments and
6 Recommendations on Motion for Approval of Peace II Documents on December 14, 2007. The
7 Watermaster's Response noted: "The technical issues raised by the Referee are addressed in a
8 separate document that is being prepared by Mark Wildermuth, which will be filed at a later
9 date." (Watermaster Response p. 2, fn. 2) Mr. Wildermuth's Letter Report to Watermaster on
10 the subject "Evaluation of Alternative 1C and Declining Safe Yield" (December 18, 2007) was
11 filed with the Court December 19, 2007.

12 B. Filings in Support of Watermaster's Motion

13 Numerous filings have been received in support of the Motion. On November 9, 2007,
14 Fontana Union Water Company, San Antonio Water Company, and Monte Vista Water District
15 filed Joinders to Watermaster's motion. The City of Pomona filed a Statement in Support of the
16 motion, also on November 9, 2007. On November 13, 2007, Inland Empire Utilities Agency
17 ("IEUA") filed a Joinder to Watermaster's motion and Declaration of Richard Atwater. Also on
18 November 14, 2007, the City of Chino Hills, the City of Upland, the Agricultural Pool, and
19 Cucamonga Valley Water District filed Joinders to Watermaster's motion.

20 On November 15, 2007, Western Municipal Water District filed a Joinder to
21 Watermaster's motion and Declaration of John Rossi. Also on November 15, 2007, the City of
22 Ontario filed a Joinder to the motion and Declaration of Kenneth Jeske. The third filing on
23 November 15, 2007, was Three Valleys Municipal Water District's Joinder to the motion and
24 Declaration of Jeff Kightlinger. On November 26, 2007, the City of Chino filed a Joinder and
25 Statement in Support of Watermaster Motion to Approve Peace II Documents.

26 On November 29, 2007, Watermaster and the Chino Basin Water Conservation District
27 entered into and filed a stipulation stating the Conservation District's support for the Court's
28 approval of the Peace II Measures in consideration for certain clarifications. Watermaster's

1 second transmittal, filed on November 29, 2007, included a Declaration from Ronald Craig on
2 behalf of the City of Chino Hills, and a Declaration from Eldon Horst for Jurupa Community
3 Services District, both in support of approval of the Peace II Measures.

4 C. Court's Order to Show Cause

5 An Order to Show Cause Why Court Should Not Continue the Hearing on Motion for
6 Approval of Peace II Documents ("OSC") was issued on November 15, 2007. The OSC stated
7 the Court intended to continue the hearing on Watermaster's Motion "... absent sufficient cause
8 being shown by, among other things, testimony of Mark Wildermuth elicited on November 29,
9 2007." (OSC p. 4, lns. 24-25) The Chino Basin Water Conservation District filed a Response to
10 the OSC on November 19, 2006, and Watermaster filed a Response to Order to Show Cause and
11 Conservation District on November 26, 2007.

12 D. Special Referee Reports

13 Special Referee Anne Schneider's Preliminary Comments and Recommendations on
14 Motion for Approval of Peace II Documents ("Preliminary Report") was filed on November 27,
15 2007. The Special Referee filed her Final Report and Recommendations on Motion for
16 Approval of Peace II Documents on December 20, 2007.

17 E. November 29, 2007 Court Hearing

18 The Court held a hearing on November 29, 2007, with testimony from Mr. Manning and
19 Mr. Wildermuth. The Reporter's Transcript was available December 11, 2007.

20 **II. Discussion**

21 An extraordinary effort has been made to get the motion, all of the supporting and
22 supplemental pleadings and other documents, and the Special Referee reports filed before the
23 end of 2007. The Court has considered all of the pleadings, declarations, reports and other
24 documents, as well as the testimony presented on November 29, 2007. It is obvious that
25 everyone involved in the "Peace II" process has been working diligently. Moreover, the Court is
26 appreciative of the way this case has been managed in recent years. The Court appreciates all of
27 your efforts, including but not limited to the parties, the attorneys, Watermaster and its attorney,
28 the Special Referee, and the Technical Expert's education of the Court in this complex matter.

1 A. Guidance Regarding the Roles of Watermaster and the Special Referee

2 Watermaster asserts that the traditional role of Watermaster and its interaction with the
3 Court is made more complex in Chino Basin by the existence of a Special Referee.

4 Watermaster states that no other adjudicated groundwater basin has both a Watermaster and a
5 Special Referee, and notes that the Judgment does not provide for a referee. (Watermaster
6 Response, *supra*, p. 3, lns. 11-16.) Watermaster asks for guidance as to Watermaster's and the
7 Special Referee's roles.

8 1. Watermaster's Role

9 The Court accepts Watermaster's analysis of its role: "Watermaster's legal existence
10 emanates from the Judgment. All of Watermaster's enumerated powers originate within and
11 arise from the Judgment. It is not a public agency or private entity that has been formed under
12 some general or special law. Its duty is 'to administer and to enforce the provisions of this
13 Judgment and any subsequent instructions or orders of the Court hereunder.' [Citation.] As all
14 special masters, Watermaster operates as an extension of the Court and to meet the needs of the
15 Court in carrying out its obligations under the Judgment and Article X, Section 2 of the
16 California Constitution." (Watermaster Resp. to Sp. Ref. Prelim. Comments, p. 2, lns. 22-25 and
17 p. 3, lns. 1-3.) Although it is not stated in Watermaster's pleadings, it is important to note that it
18 is not Watermaster's duty to be an advocate for any, or for all, of the parties. Watermaster's
19 position with respect to the parties should be neutral.

20 2. Special Referee's Role

21 The Court also accepts the Special Referee's analysis of the role of a referee: "The role
22 of the Special Referee is to (1) provide the court with as full and complete explanations as
23 possible of what the Watermaster requests or of issues that have been brought to the court; and
24 (2) to make recommendations to the court as appropriate." (Sp. Rev. Fin. Report, p. 3, lns. 4-6.)
25 The Special Referee's role in this case is discussed further below.

26 3. Courts Favor Referee in Water Law Determinations

27 The recommendation that trial courts obtain expert advice in water law decisions was
28 recognized by the California Supreme Court long ago: "... in view of the complexity of the

1 factual issues in water cases and the great public interests involved, [it has been recommended]
2 that the trial courts seek the aid of the expert advice and assistance provided for in that section
3 [former Water Code Section 24, now Water Code Section 2000].” (*City of Pasadena v. City of*
4 *Alhambra* (1949) 33 Cal.2d 908, 917.)

5 In this case, it was the parties who first suggested to the Court in the early 1990’s that an
6 order of reference be made to Anne Schneider. That was in connection with motions entitled
7 Joint Motion to Interpret, Enforce, Carry-out, Modify, Amend or Amplify the Judgment Herein
8 (dated August 25, 1992) and California Steel Industries, Inc.’s Notice of Motion to Interpret,
9 Enforce, Carry-out, Modify, Amend, or Amplify Paragraph 7, Page 66 of Exhibit G of the 1978
10 Judgment (dated March 25, 1993).

11 Then in April 1997, the Court, on its own motion, ordered a reference to Anne Schneider
12 under Code of Civil Procedure Section 639, subdivision (d). In that instance, the reference to
13 Anne Schneider was made as an alternative to ordering a reference to the SWRCB under Water
14 Code Sections 2000 *et seq.*, in connection with a Motion for Order that Audit Commissioned by
15 Watermaster is not a Watermaster Expense and Motion to Appoint a Nine-Member Watermaster
16 Board. (Ruling and Order of Special Reference, dated April 29, 1997, pp. 7, & 10.)

17 4. Referee Status in this Case

18 In April 1998, the Court first ordered a reference to Anne Schneider in connection with
19 an uncontested matter: the development of an Optimum Basin Management Program for Chino
20 Basin (“OBMP”). Special Referee Schneider was asked “to report and make recommendations
21 to the court concerning the contents, implementation, effectiveness, and shortcomings of the
22 optimum basin management plan.” (Ruling, dated Feb. 19, 1998, p. 9, lns. 12-16.) The Court
23 authorized the Special Referee “to conduct hearings, if necessary, to ensure the development of
24 all essential elements of the program.” (*Id.* at p. 10, lns. 13-14.)

25 Since that appointment, the Special Referee has been providing expert advice and
26 conducting workshops either at the Court’s request or the request of the parties or Watermaster,
27 as authorized in various court orders. For example, Watermaster requested that a workshop be
28 held to present to the Court through the Special Referee, the Interim Plan for Management of

1 Subsidence. (See Order Scheduling Workshop, dated June 19, 2002, p. 2, lns. 6-10.) The
2 Special Referee also has been requested to monitor the Peace II process and the plan for future
3 desalters and related activities. (Order Re-Appointing Nine-Member Board, dated Feb. 9, 2006,
4 p. 5, lns. 9-17.) It should be clear from this discussion that the Special Referee in this case does
5 not necessarily function as the typical referee described in Watermaster's Response to the
6 Special Referee's Preliminary Report, at page 4.

7 This Court has said on many occasions that the assistance provided by the Special
8 Referee is invaluable. It is the desire of the Court that the Special Referee continue to monitor
9 the contents, implementation, effectiveness and shortcomings (if any) of the OBMP. It is
10 suggested in the Special Referee's Final Report that because of Watermaster's involvement in
11 negotiations related to the OBMP "the Special Referee may be less constrained than
12 Watermaster in raising questions and voicing concerns..." (Sp. Ref. Final Report, p. 3, lns. 13-
13 16.) In participating in the parties' negotiations, Watermaster must not forget that its function is
14 to meet the needs of the Court in carrying out its obligations under the Judgment and Article X,
15 Section 2 of the California Constitution.

16 B. Findings Pertaining to Watermaster's Motion

17 Watermaster's motion requests review and court approval under paragraphs 15 and 31 of
18 the Judgment. Under paragraph 15, the Court reserves jurisdiction to make further or
19 supplemental orders "as may be necessary or appropriate for interpretation, enforcement or
20 carrying out" the Judgment and "to modify, amend or amplify" any of its provisions. Under
21 Judgment paragraph 31, in reviewing Watermaster decisions, "[T]he Court shall require the
22 moving party to notify the active parties....of a date for taking evidence and argument, and on
23 the date so designated shall review de novo the question at issue. Watermaster's findings or
24 decision, if any, may be received in evidence at said hearing, but shall not constitute presumptive
25 or prima facie proof of any fact in issue."

26 In addition to the testimony offered at the hearing on November 29, 2007, Watermaster
27 has presented several declarations and other documentary evidence in support of its motion. The
28 Court has considered all of the evidence presented by Watermaster and finds there is substantial

1 evidence to support Watermaster's implied findings that the proposed Judgment amendments
2 and other Peace II documents will promote the public interest, will protect the rights of the
3 parties, and are consistent with California Constitution Article X, section 2. The key points
4 relied upon by Watermaster, and which were proved to the Court, are enumerated on page 9 of
5 the Special Referee's Final Report and Recommendations on Motion for Approval of Peace II
6 Documents, and are incorporated herein by reference.

7 **III. Order**

8 **SUBJECT TO THE CONTINUING JURISDICTION OF THE COURT, AND TO THE**
9 **SATISFACTION OF THE CONDITIONS SUBSEQUENT LISTED BELOW**, the Court hereby
10 makes the following orders:

- 11 1. The amendments to Judgment Exhibit "I", Judgment Paragraph 8, and Judgment
12 Exhibit "G" are hereby approved.
- 13 2. Watermaster shall proceed in accordance with the second amendment to the Peace
14 Agreement.
- 15 3. Watermaster's adoption of Resolution 07-05 is approved and Watermaster shall
16 proceed in accordance with the terms of the resolution and the documents attached
17 thereto.
- 18 4. The Court hereby adopts the recommendations made in Special Referee's Final
19 Report and Recommendations on Motion for Approval of Peace II Documents, which
20 are incorporated herein by reference.
- 21 5. A hearing is set for Thursday, May 1, 2008, at 2:00 p.m. for the Court to review
22 Watermaster's compliance with the first four conditions listed below.

23 **Conditions Subsequent**

- 24 1. By February 1, 2008, Watermaster shall prepare and submit to the Court a brief to
25 explain the amendments to Judgment Paragraph 8 and Judgment "G".
- 26 2. By February 1, 2008, Watermaster shall prepare and submit to the Court for approval
27 a corrected initial schedule to replace Resolution No. 07-05 Attachment "E", together
28 with an explanation of the corrections made.

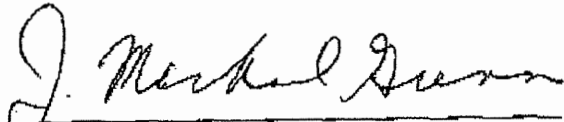
- 1 3. By March 1, 2008, Watermaster shall prepare and submit to the Court for approval a
2 new Hydraulic Control technical report that shall address all factors included in the
3 Special Referee's Final Report and Recommendations. The new Hydraulic Control
4 report shall include technical analysis of the projected decline in safe yield, and a
5 definition and analysis of "new equilibrium" issues.
- 6 4. By April 1, 2008, Watermaster shall report to the Court on the status of CEQA
7 documentation, compliance, and requirements, and provide the Court with assurances
8 that Watermaster's approval and participation in any project that is a "project" for
9 CEQA purposes has been or will be subject to all appropriate CEQA review.
- 10 5. By July 1, 2008, Watermaster shall prepare and submit to the Court a detailed outline
11 of the scope and content of its first Recharge Master Plan update, and shall report its
12 progress by January 1, 2009, and July 1, 2009.
- 13 6. By July 1, 2008, Watermaster shall report to the Court on the development of
14 standards and criteria by which the RWQCB will determine that hydraulic control is
15 achieved and maintained.
- 16 7. By December 31, 2008, Watermaster shall prepare and submit to the Court for
17 approval a revised schedule to replace the corrected initial schedule, which submittal
18 shall include a reconciliation of new yield and stormwater estimates for 2000/01
19 through 2006/07, and a discussion of how Watermaster will account for
20 unreplenished overproduction for that period.
- 21 8. By July 1, 2010, Watermaster shall prepare and submit to the Court for approval an
22 updated Recharge Master Plan. The updated Recharge Master Plan shall include all
23 elements listed in the Special Referee's Final Report and Recommendations.
- 24 9. Watermaster shall comply with all commitments it has made in the Peace II
25 Documents, whether or not specifically included in these conditions subsequent.

26 Watermaster is forewarned that a failure to comply with any of the above conditions subsequent
27 will render the Court's approval of Watermaster's motion null and void. A lack of compliance
28 with the conditions subsequent will also be seen as a failure by Watermaster, through its nine-

1 member Board, to perform its most important duty: to administer and to enforce the provisions of
2 this Judgment and any subsequent instructions or orders of the Court.

3 IT IS SO ORDERED.

4 Dated: December 21, 2007

5
6 
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
J. Michael Gunn, Judge

CHINO BASIN WATERMASTER

Case No. RCV 51010

Chino Basin Municipal Water District v. The City of Chino

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 December 21, 2007 I served the following:

1) ORDER CONCERNING MOTION FOR APPROVAL OF PEACE II DOCUMENTS

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

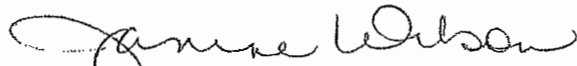
BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

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 December 21, 2007 in Rancho Cucamonga, California.



Janine Wilson
Chino Basin Watermaster

RICHARD ANDERSON
1365 W. FOOTHILL BLVD
SUITE 1
UPLAND, CA 91786

RODNEY BAKER
COUNSEL FOR EGGWEST &
JOHNSON
PO BOX 438
COULTERVILLE, CA 95311-0438

WILLIAM P. CURLEY
PO BOX 1059
BREA, CA 92882-1059

CRAIG STEWART
GEOMATRIX CONSULTANTS INC
510 SUPERIOR AVE, SUITE 200
NEWPORT BEACH, CA 92663

LEAGUE OF CA HOMEOWNERS
ATTN: KEN WILLIS
99 "C" STREET, SUITE 209
UPLAND, CA 91786

CHARLES FIELD
4415 FIFTH STREET
RIVERSIDE, CA 92501

CARL HAUGE
SWRCB
PO BOX 942836
SACRAMENTO, CA 94236-0001

DAVID SCRIVEN
KRIEGER & STEWART
ENGINEERING
3602 UNIVERSITY AVE
RIVERSIDE, CA 92501

DAN FRALEY
HERMAN G. STARK YOUTH
CORRECTIONAL FACILITY
15180 S EUCLID
CHINO, CA 91710

DAVID B. COSGROVE
RUTAN & TUCKER
611 ANTON BLVD
SUITE 1400
COSTA MESA, CA 92626

PAUL HOFER
11248 S TURNER AVE
ONTARIO, CA 91761

JOE DELGADO
BOYS REPUBLIC
3493 GRAND AVENUE
CHINO HILLS, CA 91709

GLEN DURRINGTON
5512 FRANCIS ST
CHINO, CA 91710

DICK DYKSTRA
10129 SCHAEFER
ONTARIO, CA 91761-7973

RALPH FRANK
25345 AVENUE STANFORD, STE 208
VALENCIA, CA 91355

CARL FREEMAN
L.D. KING
2151 CONVENTION CENTRE WAY
ONTARIO, CA 91764

BOB BEST
NAT'L RESOURCE CONS SVCS
25864 BUSINESS CENTER DR K
REDLANDS, CA 92374

JIM GALLAGHER
SOUTHERN CALIFORNIA WATER CO
2143 CONVENTION CENTER WAY
SUITE 110
ONTARIO, CA 91764

DON GALLEANO
4220 WINEVILLE RD
MIRA LOMA, CA 91752-1412

PETER HETTINGA
14244 ANON CT
CHINO, CA 91710

PETE HALL
PO BOX 519
TWIN PEAKS, CA 92391

MANUEL CARRILLO
CONSULTANT TO SENATOR SOTO
822 N EUCLID AVE, SUITE A
ONTARIO, CA 91762

KRONICK ET AL
KRONICK MOSKOVITZ TIEDEMANN
& GIRARD
400 CAPITOL MALL, 27TH FLOOR
SACRAMENTO, CA 95814-4417

RONALD LA BRUCHERIE
12953 S BAKER AVE
ONTARIO, CA 91761-7903

JOEL KUPERBERG
OCWD GENERAL COUNSEL
RUTAN & TUCKER, LLP
611 ANTON BLVD., 14TH FLOOR
COSTA MESA, CA 92626-1931

ANNESLEY IGNATIUS
COUNTY OF SAN BERNARDINO FCD
825 E 3RD ST
SAN BERNARDINO, CA 92415-0835

W. C. "BILL" KRUGER
CITY OF CHINO HILLS
2001 GRAND AVE
CHINO HILLS, CA 91709

STEVE ARBELBIDE
417 PONDEROSA TR
CALIMESA, CA 92320

SANDRA ROSE
PO BOX 337
CHINO, CA 91708

JOHN ANDERSON
12475 CEDAR AVENUE
CHINO, CA 91710

SWRCB
PO BOX 2000
SACRAMENTO, CA 95809-2000

SENATOR NELL SOTO
STATE CAPITOL
ROOM NO 4066
SACRAMENTO, CA 95814

JOHN THORNTON
PSOMAS AND ASSOCIATES
3187 RED HILL AVE, SUITE 250
COSTA MESA, CA 92626

ALAN MARKS
COUNSEL – COUNTY OF SAN
BERNARDINO
157 W 5TH STREET
SAN BERNARDINO, CA 92415

JIM BOWMAN
CITY OF ONTARIO
303 EAST "B" STREET
ONTARIO, CA 91764

BOB KUHN
669 HUNTERS TRAIL
GLENDDORA, CA 91740

GEOFFREY VANDEN HEUVEL
CBWM BOARD MEMBER
8315 MERRILL AVENUE
CHINO, CA 91710

BRIAN GEYE
DIRECTOR OF TRACK ADMIN
CALIFORNIA SPEEDWAY
PO BOX 9300
FONTANA, CA 92334-9300

MICHAEL THIES
SPACE CENTER MIRA LOMA INC
3401 S ETIWANDA AVE, BLDG 503
MIRA LOMA, CA 91752-1126

ROBERT BOWCOCK
INTEGRATED RESOURCES MGMNT
405 N. INDIAN HILL BLVD
CLAREMONT, CA 91711-4724

Distribution List Name: Committee List 1- Court Filings, Water Transactions

Members:

Alfred E. Smith	asmith@nossaman.com
Andy Malone	amalone@wildermuthenvironmental.com
Anne Schneider	ajs@eslawfirm.com
April Woodruff	awoodruff@ieua.org
Arnold Rodriguez	jarodriguez@sarwc.com
Art Kidman	akidman@mkblawyers.com
Ashnok Dhingra	ashok.dhingra@m-e.aecom.com
Barbara Swanson	Barbara_Swanson@yahoo.com
Bill Kruger	citycouncil@chinohills.org
Bill Rice	WRice@waterboards.ca.gov
Bill Thompson	bthompson@ci.norco.ca.us
Bob Feenstra	feenstra@agconceptsinc.com
Bob Kuhn	bgkuhn@aol.com
Bonnie Tazza	bonniet@cvwdwater.com
Boyd Hill	bhill@mkblawyers.com
Brenda Fowler	balee@fontanawater.com
Brian Hess	bhess@niagarawater.com
Butch Araiza	butcharaiza@mindspring.com
Carol (marie@tragerlaw.com)	marie@tragerlaw.com
Charles Field	cdfield@charter.net
Charles Moorrees	cmoorrees@sawaterco.com
Chris Swanberg	chris.swanberg@corr.ca.gov
Cindy LaCamera	clacamera@mwdh2o.com
Craig Stewart	cstewart@geomatrix.com
Curtis Aaron	caaron@fontana.org
Dan Arrighi	darrighi@sgwater.com
Dan Hostetler	dghostetler@csupomona.edu
Dan McKinney	dmckinney@rhlaw.com
Dave Argo	argodg@bv.com
Dave Crosley	DCrosley@cityofchino.org
Dave Ringel	david.j.ringel@us.mwhglobal.com
David B. Anderson	danders@water.ca.gov
David D DeJesus	ddejesus@mwdh2o.com
David D DeJesus	davidcicgm@aol.com
Dennis Dooley	ddooley@angelica.com
Diane Sanchez	dianes@water.ca.gov
Don Galleano	donald@galleanowinery.com
Duffy Blau	Duffy954@aol.com
Eldon Horst	ehorst@jcsd.us
Eric Garner	elgarner@bbklaw.com
Eunice Ulloa	ulloa.cbwcd@verizon.net
Frank Brommenschenkel	frank.brommen@verizon.net
Fred Fudacz	ffudacz@nossaman.com
Fred Lantz	flantz@ci.burbank.ca.us
Gene Koopman	GTKoopman@aol.com
Gerard Thibeault	gthibeault@rb8.swrcb.ca.gov
Gordon P. Treweek	GTreweek@CBWM.ORG
Grace Cabrera	grace_cabrera@ci.pomona.ca.us
Henry Pepper	henry_pepper@ci.pomona.ca.us
James Curatalo	jamesc@cvwdwater.com
James Jenkins	cnomgr@airports.sbcounty.gov
James P. Morris	jpmorris@bbklaw.com
Janine Wilson	Janine@CBWM.ORG
Jarlath Oley	joley@mwdh2o.com
Jean Cihigoyenetcher	Jean_CGC@hotmail.com
jeeinc@aol.com	jeeinc@aol.com
Jeffrey L. Pierson	jpierson@unitexcorp.com
Jennifer Novak	jennifer.novak@doj.ca.gov
Jerry King	jking@psomas.com
Jess Senecal	JessSenecal@lagerlof.com
Jill Willis	jnwillis@bbklaw.com
Jim Hill	jhill@cityofchino.org
Jim Markman	jmarkman@rwglaw.com
Jim Taylor	jim_taylor@ci.pomona.ca.us

Jim@city-attorney.com
jimmy@city-attorney.com
Joe Graziano
Joe P LeClaire
Joe Scalmanini
John Anderson
John Huitsing
John Rossi
John Schatz
John Vega
Jose Galindo
Judy Schurr
Justin Brokaw
Kathy Kunysz
Kathy Tiegs
Ken Jeske
Ken Kules
Kenneth Willis
Kevin Sage
Kyle Snay
Lisa Hamilton
Mark Hensley
Martin Zvirbulis
Robert Bowcock

Jim@city-attorney.com
jimmy@city-attorney.com
jgraz4077@aol.com
jleclaire@wildermuthenvironmental.com
jsca1@lsce.com
janderson@ieua.org
johnhuitsing@gmail.com
jrossi@wmwd.com
jschatz13@cox.net
johnv@cvwdwater.com
jose_a_galindo@praxair.com
jschurr@earthlink.net
jbrokaw@hughes.net
kkunysz@mwdh2o.com
ktiegs@ieua.org
kjeske@ci.ontario.ca.us
kkules@mwdh2o.com
kwillis@homeowners.org
Ksage@IRMwater.com
kylesnay@gswater.com
Lisa.Hamilton@corporate.ge.com
mhensley@localgovlaw.com
martinz@cvwdwater.com
bbowcock@irmwater.com

Distribution List Name: Committee List 2 - Court Filings, Water Transactions

Members:

Manuel Carrillo	Manuel.Carrillo@SEN.CA.GOV
Marilyn Levin	marilyn.levin@doj.ca.gov
Mark Kinsey	mkinsey@mvwd.org
Mark Ward	mark_ward@ameron-intl.com
Mark Wildermuth	mwildermuth@wildermuthenvironmental.com
Martha Davis	mdavis@ieua.org
Martin Rauch	martin@rauchcc.com
Martin Zvirbulis	martinz@cvwdwater.com
Maynard Lenhert	directorlenhert@mvwd.org
Michael B. Malpezzi	MMalpezzi@reliant.com
Michael Fife	Mfife@hatchparent.com
Michelle Staples	mstaples@jdplaw.com
Mike Del Santo	mdelsant@prologis.com
Mike Maestas	mmaestas@chinohills.org
Mike McGraw	mjmcmgraw@FontanaWater.com
Mike Thies	mthies@spacecenterinc.com
Mohamed El-Amamy	melamamy@ci.ontario.ca.us
Nathan deBoom	n8deboom@gmail.com
Pam Wilson	pwilson@hatchparent.com
Paul Deutsch	pdeutsch@geomatrix.com
Paul Hofer	farmwatchtoo@aol.com
Pete Hall	r.pete.hall@cddr.ca.gov
Peter Hettinga	peterhettinga@yahoo.com
Phil Krause	pkrause@parks.sbcounty.gov
Phil Rosentrater	prosentrater@wmwd.com
Rachel R Robledo	RRobledo@HatchParent.com
Raul Garibay	raul_garibay@ci.pomona.ca.us
Richard Atwater	Atwater@ieua.org
Rick Hansen	rhansen@tvmwd.com
Rick Rees	rrees@geomatrix.com
Rita Kurth	ritak@cvwdwater.com
Robert Bowcock	bbowcock@irmwater.com
Robert Cayce	rcayce@airports.sbcounty.gov
Robert DeLoach	robertd@cvwdwater.com
Robert Neufeld	robertn@cvwdwater.com
Robert Rauch	robert.rauchcc@verizon.net
Robert Tock	rtock@jcsd.us
Robert W. Nicholson	rwnicholson@sgwwater.com
Robert Young	rkyoung@fontanawater.com
Roger Florio	roger.florio@ge.com
Ron Craig	RonC@rbf.com
Ron Small	ron.small@dgs.ca.gov
Rosemary Hoerning	rhoerning@ci.upland.ca.us
Sam Fuller	samf@sbvmwd.com
Sandra S. Rose	ybarose@verizon.net
Sandy Lopez	slopez@ci.ontario.ca.us
Scott Burton	sburton@ci.ontario.ca.us
smt@tragerlaw.com	smt@tragerlaw.com
Steve Arbelbide	sarbelbide@californiasteel.com
Steve Kennedy	skennedy@bbmblaw.com
Steven K. Beckett	skbeckett@bbmblaw.com
Steven Lee	slee@rhlaw.com
Steven R. Orr	sorr@rwglaw.com
Tej Pahwa	tpahwa@dtsc.ca.gov
Terry Catlin	tcatlin@verizon.net
Timothy Ryan	tjryan@sgwwater.com
Tom Bunn	TomBunn@Lagerlof.com
Tom Love	TLove@ieua.org
Tom McPeters	THMcP@aol.com
Tracy Tracy	ttracy@mvwd.org
Vanessa Hampton	vhampton@jcsd.us
Wayne Davison	wayne.davison2@cddr.ca.gov
William J. Brunick	bbrunick@bbmblaw.com
WM Admin Staff	

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 August 26, 2022 I served the following:

1. REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION CHALLENGING WATERMASTER'S BUDGET ACTION TO FUND UNAUTHORIZED CEQA REVIEW

/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: Master Email Distribution List

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

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

/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 August 26, 2022 in Rancho Cucamonga, California.



By: Denise Morales
Chino Basin Watermaster

PAUL HOFER
11248 S TURNER AVE
ONTARIO, CA 91761

JEFF PIERSON
2 HEXAM
IRVINE, CA 92603

Members:

Agnes Cheng	agnes.cheng@cc.sbcounty.gov
Al Lopez	alopez@wmwd.com
Alan Frost	Alan.Frost@dpw.sbcounty.gov
Alberto Mendoza	Alberto.Mendoza@cmc.com
Alejandro R. Reyes	arreyes@sgvwater.com
Alexis Mascarinas	AMascarinas@ontarioca.gov
Alfonso Ruiz	alfonso.ruiz@cmc.com
Allen Hubsch	ahubsch@hubschlaw.com
Alma Heustis	alma.heustis@californiasteel.com
Alonso Jurado	ajurado@cbwm.org
Amanda Coker	amandac@cvwdwater.com
Amer Jakher	AJakher@cityofchino.org
Amy Bonczewski	ABonczewski@ontarioca.gov
Andrew Gagen	agagen@kidmanlaw.com
Andy Campbell	acampbell@ieua.org
Andy Malone	amalone@westyost.com
Angelica Todd	angelica.todd@ge.com
Angelo Simoes	Angelo.Simoes@linde.com
Anna Nelson	atruongnelson@cbwm.org
Anthony Alberti	aalberti@sgvwater.com
April Robitaille	arobitaille@bhfs.com
Armando Martinez	amartinez@fontana.org
Art Bennett	citycouncil@chinohills.org
Arthur Kidman	akidman@kidmanlaw.com
Ashok Dhingra	ash@akdconsulting.com
Ben Lewis	benjamin.lewis@gswater.com
Ben Peralta	bperalta@tvmwd.com
Benjamin M. Weink	ben.weink@tetrattech.com
Beth.McHenry	Beth.McHenry@hoferranch.com
Betty Anderson	banderson@jcsd.us
Betty Folsom	bfolsom@jcsd.us
Bill Schwartz	bschwartz@mwwd.org
Bob Bowcock	bbowcock@irmwater.com
Bob DiPrimio	rjdiprimio@sgvwater.com
Bob Feenstra	bobfeenstra@gmail.com
Bob Kuhn	bkuhn@tvmwd.com
Bob Kuhn	bgkuhn@aol.com
Bob Page	Bob.Page@rov.sbcounty.gov
Brad Herrema	bherrema@bhfs.com
Braden Yu	Byu@ci.upland.ca.us
Bradley Jensen	bradley.jensen@cao.sbcounty.gov
Brandi Belmontes	BBelmontes@ontarioca.gov
Brandi Goodman-Decoud	bgdecoud@mwwd.org
Brandon Howard	brahoward@niagarawater.com
Brenda Fowler	balee@fontanawater.com
Brent Yamasaki	byamasaki@mwdh2o.com
Brian Dickinson	bdickinson65@gmail.com
Brian Geye	bgeye@autoclubspeedway.com
Brian Lee	blee@sawaterco.com
Bryan Smith	bsmith@jcsd.us
Carmen Sierra	carmens@cvwdwater.com
Carol Boyd	Carol.Boyd@doj.ca.gov

Carolina Sanchez	csanchez@westyost.com
Casey Costa	ccosta@chinodesalter.org
Cassandra Hooks	chooks@niagarawater.com
Catharine Irvine	cirvine@DowneyBrand.com
Chad Blais	cblais@ci.norco.ca.us
Chander Letulle	cletulle@jcsd.us
Charles Field	cdfield@att.net
Charles Moorrees	cmoorrees@sawaterco.com
Chino Hills City Council	citycouncil@chinohills.org
Chris Berch	cberch@jcsd.us
Chris Diggs	Chris_Diggs@ci.pomona.ca.us
Christiana Daisy	cdaisy@ieua.org
Christofer Coppinger	ccoppinger@geoscience-water.com
Christopher M. Sanders	cms@eslawfirm.com
Christopher Quach	cquach@ontarioca.gov
Christopher R. Guillen	cguillen@bhfs.com
Cindy Cisneros	cindyc@cvwdwater.com
Cindy Li	Cindy.li@waterboards.ca.gov
Courtney Jones	cjjones@ontarioca.gov
Craig Miller	CMiller@wmwd.com
Craig Stewart	craig.stewart@woodplc.com
Cris Fealy	cifealy@fontanawater.com
Dan Arrighi	darrighi@sgvwater.com
Dan McKinney	dmckinney@douglascountylaw.com
Daniel Bobadilla	dbobadilla@chinohills.org
Danny Kim	dkim@linklogistics.com
Dave Argo	daveargo46@icloud.com
Dave Crosley	DCrosley@cityofchino.org
David Aladjem	daladjem@downeybrand.com
David De Jesus	ddejesus@tvmwd.com
David Huynh	dhuynh@cbwm.org
Dawn Forgeur	dawn.forgeur@stoel.com
Dawn Martin	Dawn.Martin@cc.sbcounty.gov
Denise Garzaro	dgarzaro@ieua.org
Dennis Mejia	dmejia@ontarioca.gov
Dennis Williams	dwilliams@geoscience-water.com
Diana Frederick	diana.frederick@cdcr.ca.gov
Ed Means	edmeans@roadrunner.com
Edgar Tellez Foster	etellezfoster@cbwm.org
Eduardo Espinoza	EduardoE@cvwdwater.com
Edward Kolodziej	edward.kolodziej@ge.com
Elizabeth M. Calciano	ecalciano@hensleylawgroup.com
Elizabeth P. Ewens	elizabeth.ewens@stoel.com
Elizabeth Skrzat	ESkrzat@cbwcd.org
Eric Fordham	eric_fordham@geopentech.com
Eric Garner	eric.garner@bbklaw.com
Eric Grubb	ericg@cvwdwater.com
Eric Papathakis	Eric.Papathakis@cdcr.ca.gov
Eric Tarango	edtarango@fontanawater.com
Erika Clement	Erika.clement@sce.com
Eunice Ulloa	eulloa@cityofchino.org
Evette Ounanian	EvetteO@cvwdwater.com
Frank Yoo	FrankY@cbwm.org
Fred Fudacz	ffudacz@nossaman.com

Fred Galante
Garrett Rapp
Gene Tanaka
Geoffrey Kamansky
Geoffrey Vanden Heuvel
Gerald Yahr
Gina Gomez
Gina Nicholls
Gino L. Filippi
Gracie Torres
Grant Mann
Greg Woodside
Gregor Larabee
Ha T. Nguyen
Henry DeHaan
Irene Islas
James Curatalo
James Jenkins
James McKenzie
Jane Anderson
Janelle S.H. Krattiger, Esq
Janine Wilson
Jasmin A. Hall
Jason Marseilles
Jason Pivovarovoff
Jayne Joy
Jean Cihigoyenette
Jeff Evers
Jeff Mosher
Jeffrey L. Pierson
Jennifer Hy-Luk
Jeremy N. Jungreis
Jessie Ruedas
Jim Markman
Jim W. Bowman
Jimmy Gutierrez - Law Offices of Jimmy Gutierrez

fgalante@awattorneys.com
grapp@westyost.com
Gene.Tanaka@bbklaw.com
gkamansky@niagarawater.com
geoffreyvh60@gmail.com
yahrj@koll.com
ggomez@ontarioca.gov
gnicholls@nossaman.com
Ginoffvine@aol.com
gtorres@wmwd.com
GMann@dpw.sbcounty.gov
gwoodside@ocwd.com
Gregor.Larabee@cdcr.ca.gov
ha.nguyen@stoel.com
Hdehaan1950@gmail.com
irene.islas@bbklaw.com
jamesc@cvwdwater.com
cnomgr@airports.sbcounty.gov
jmckenzie@dpw.sbcounty.gov
janderson@jcsd.us
janelle.krattiger@stoel.com
JWilson@cbwm.org
jhall@ieua.org
jmarseilles@ieua.org
JPivovarovoff@wmwd.com
Jayne.Joy@waterboards.ca.gov
Jean@thejclawfirm.com
jevers@niagarawater.com
jmosher@sawpa.org
jpierson@intexcorp.com
jhyluk@ieua.org
jjungreis@rutan.com
Jessie@thejclawfirm.com
jmarkman@rwglaw.com
jbowman@ontarioca.gov

Jimmy L. Gutierrez
Jimmy Medrano
Jiwon Seung
Joanne Chan
Joao Feitoza
Jody Roberto
Joe Graziano
Joe Joswiak
Joel Ignacio
John Abusham
John Bosler
John Harper
John Huitsing
John Lopez
John Lopez and Nathan Cole
John Mendoza
John Partridge

jimmylaredo@gmail.com
Jimmy@City-Attorney.com
Jaime.medrano2@cdcr.ca.gov
JiwonS@cvwdwater.com
jchan@wwwd.org
joao.feitoza@cmc.com
jroberto@tvmwd.com
jgraz4077@aol.com
JJoswiak@cbwm.org
jignacio@ieua.org
john.abusham@nrg.com
johnb@cvwdwater.com
jrharper@harperburns.com
johnhuitsing@gmail.com
jlopez@sarwc.com
customerservice@sarwc.com
jmendoza@tvmwd.com
jpartridge@angelica.com

John Schatz	jschatz13@cox.net
John Thornton	JThorntonPE@H2OExpert.net
Jose A Galindo	Jose.A.Galindo@linde.com
Josh Swift	jmswift@fontanawater.com
Joshua Aguilar	jaguilar@ieua.org
Justin Brokaw	jbrokaw@marygoldmutualwater.com
Justin Nakano	JNakano@cbwm.org
Justin Scott-Coe Ph. D.	jscottcoe@mwd.org
Kaitlyn Dodson-Hamilton	kaitlyn@tdaenv.com
Karen Williams	kwilliams@sawpa.org
Kathleen Brundage	kathleen.brundage@californiasteel.com
Kati Parker	katiandcraig@verizon.net
Keith Person	keith.person@waterboards.ca.gov
Ken Waring	kwaring@jcsd.us
Kevin O'Toole	kotoole@ocwd.com
Kevin Sage	Ksage@IRMwater.com
Kristina Robb	KRobb@cc.sbcounty.gov
Kurt Berchtold	kberchtold@gmail.com
Kyle Brochard	KBrochard@rwglaw.com
Kyle Snay	kylesnay@gswater.com
Laura Mantilla	lmantilla@ieua.org
Laura Roughton	lroughton@wmwd.com
Laura Yraceburu	lyraceburu@bhfs.com
Lauren V. Neuhaus, Esq.	lauren.neuhaus@stoel.com
Lee McElhaney	lmcElhaney@bmkLawplc.com
Linda Jadeski	ljadeski@wvwd.org
Lisa Lemoine	LLemoine@wmwd.com
Liz Hurst	ehurst@ieua.org
Manny Martinez	directormartinez@mwd.org
Marcella Correa	MCorrea@rwglaw.com
Marco Tule	mtule@ieua.org
Maria Ayala	mayala@jcsd.us
Maria Insixiengmay	Maria.Insxiengmay@cc.sbcounty.gov
Maria Mendoza	mmendoza@westyost.com
Maribel Sosa	msosa@ci.pomona.ca.us
Marilyn Levin	marilyn.levin@doj.ca.gov
Mark D. Hensley	mhensley@hensleylawgroup.com
Mark Wildermuth	mwildermuth@westyost.com
Mark Wiley	mwiley@chinohills.org
Martin Cihigoyenetché	marty@thejclawfirm.com
Martin Rauch	martin@rauchcc.com
Martin Zvirbulis	mezvirbulis@sgwater.com
Mathew C. Ballantyne	mballantyne@cityofchino.org
Matthew H. Litchfield	mlitchfield@tvmwd.com
May Atencio	matencio@fontana.org
Melanie Trevino	Mtrevino@jcsd.us
Michael A. Blazevic	mblazevic@westyost.com
Michael Adler	michael.adler@mcmnet.net
Michael B. Brown, Esq.	michael.brown@stoel.com
Michael Fam	mfam@dpw.sbcounty.gov
Michael P. Thornton	mthornton@tkeengineering.com
Michelle Licea	mlicea@mwd.org
Michelle Staples	mstaples@jacksontidus.law
Mike Gardner	mgardner@wmwd.com

Mike Maestas	mikem@cvwdwater.com
Miriam Garcia	mgarcia@ieua.org
Moore, Toby	TobyMoore@gswater.com
MWDProgram	MWDProgram@sdca.org
Nadia Aguirre	naguirre@tvmwd.com
Natalie Costaglio	natalie.costaglio@mcmcn.net
Nathan deBoom	n8deboom@gmail.com
Neetu Gupta	ngupta@ieua.org
Nichole Horton	Nichole.Horton@pomona.gov
Nick Jacobs	njacobs@somachlaw.com
Nicole deMoet	ndemoet@ci.upland.ca.us
Nicole Escalante	NEscalante@ontarioca.gov
Noah Golden-Krasner	Noah.goldenkrasner@doj.ca.gov
Parker Simon	psimon@bhfs.com
Paul Deutsch	paul.deutsch@woodplc.com
Paul Hofer	farmerhofer@aol.com
Paul Hofer	farmwatchtoo@aol.com
Paul S. Leon	pleon@ontarioca.gov
Pete Hall	rpetehall@gmail.com
Pete Hall	pete.hall@cdcr.ca.gov
Pete Vicario	PVicario@cityofchino.org
Peter Hettinga	peterhettinga@yahoo.com
Peter Kavounas	PKavounas@cbwm.org
Peter Rogers	progers@chinohills.org
Rachel Avila	R.Avila@MPGLAW.com
Randy Visser	RVisser@sheppardmullin.com
Richard Anderson	horsfly1@yahoo.com
Rick Rees	richard.rees@woodplc.com
Rickey S. Manbahal	smanbahal@wvwd.org
Rita Pro	rpro@cityofchino.org
Robert C. Hawkins	RHawkins@earthlink.net
Robert DeLoach	robertadeloach1@gmail.com
Robert E. Donlan	red@eslawfirm.com
Robert Neufeld	robneu1@yahoo.com
Robert Wagner	rwagner@wbecorp.com
Ron Craig	Rcraig21@icloud.com
Ron LaBrucherie, Jr.	ronLaBrucherie@gmail.com
Ronald C. Pietersma	rcpietersma@aol.com
Ruben Llamas	rllamas71@yahoo.com
Ruby Favela	rfavela@cbwm.org
Ryan Shaw	RShaw@wmwd.com
Sam Nelson	snelson@ci.norco.ca.us
Sam Rubenstein	srubenstein@wpcarey.com
Sandra S. Rose	directorrose@mvwd.org
Sarah Foley	Sarah.Foley@bbklaw.com
Scott Burton	sburton@ontarioca.gov
Scott Slater	sslater@bhfs.com
Seth J. Zielke	szielke@fontanawater.com
Shawnda M. Grady	sgrady@eslawfirm.com
Sheila D. Brown	sheila.brown@stoel.com
Shivaji Deshmukh	sdeshmukh@ieua.org
Skylar Stephens	SStephens@sdca.org
slee@tvmwd.com	slee@tvmwd.com
Sonya Barber	sbarber@ci.upland.ca.us

Sonya Zite	szite@wmwd.com
Stephanie Reimer	SReimer@mvwd.org
Stephen Deitsch	stephen.deitsch@bbklaw.com
Steve Kennedy	skennedy@bmklawplc.com
Steve M. Anderson	steve.anderson@bbklaw.com
Steve Nix	snix@ci.upland.ca.us
Steve Riboli	steve.riboli@sanantoniowinery.com
Steve Smith	ssmith@ieua.org
Steve W. Ledbetter, PE	sledbetter@tkeengineering.com
Steven Andrews Engineering	sandrews@sandrewsengineering.com
Steven Flower	sflower@rwglaw.com
Steven J. Elie	selie@ieua.org
Steven J. Elie	s.elie@mpglaw.com
Steven Popelar	spopelar@jcsd.us
Steven Raughley	Steven.Raughley@isd.sbcounty.gov
Susan Palmer	spalmer@kidmanlaw.com
Tammi Ford	tford@wmwd.com
Tariq Awan	Tariq.Awan@cdcr.ca.gov
Tarren Torres	tarren@egoscuelaw.com
Taya Victorino	tayav@cvwdwater.com
Teri Layton	tlayton@sawaterco.com
Terry Catlin	tcatlin@wfajpa.org
Tim Barr	tbarr@wmwd.com
Tim Kellett	tkellett@tvmwd.com
Tim Moore	tmoore@westyost.com
Timothy Ryan	tjryan@sgvwater.com
Toby Moore	TobyMoore@gswater.com
Todd Minten	tminten@sbcglobal.net
Tom Barnes	tbarnes@esassoc.com
Tom Bunn	TomBunn@Lagerlof.com
Tom Cruikshank	tcruikshank@linklogistics.com
Tom Dodson (tda@tdaenv.com)	tda@tdaenv.com
Tom Harder	tharder@thomashardercompany.com
Tom McPeters	THMcP@aol.com
Tom O'Neill	toneill@chinodesalter.org
Toni Medell	mmedel@mbakerintl.com
Tony Long	tlong@angelica.com
Toyasha Sebbag	tsebbag@cbwcd.org
Tracy J. Egoscue	tracy@egoscuelaw.com
Van Jew	vjew@wvwd.org
Veronica Tristan	vtristan@jcsd.us
Veva Weamer	vweamer@westyost.com
Victor Preciado	Victor_Preciado@ci.pomona.ca.us
Vivian Castro	vcastro@cityofchino.org
Wade Fultz	Wade.Fultz@cmc.com
WestWater Research, LLC	research@waterexchange.com
William J Brunick	bbrunick@bmblawoffice.com
William McDonnell	wmcdonnell@ieua.org
William Urena	wurena@emeraldus.com