

1 ELIZABETH P. EWENS (SB #213046)  
2 [elizabeth.ewens@stoel.com](mailto:elizabeth.ewens@stoel.com)  
3 MICHAEL B. BROWN (SB #179222)  
4 [michael.brown@stoel.com](mailto:michael.brown@stoel.com)  
5 WHITNEY A. BROWN (SB #324320)  
6 [whitney.brown@stoel.com](mailto:whitney.brown@stoel.com)  
7 STOEL RIVES LLP  
8 500 Capitol Mall, Suite 1600  
9 Sacramento, CA 95814  
10 Telephone: 916.447.0700  
11 Facsimile: 916.447.4781

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

12 *Attorneys for CITY OF ONTARIO*

13  
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN BERNARDINO

16 CHINO BASIN MUNICIPAL WATER  
17 DISTRICT,  
18  
19 Plaintiff,  
20  
21 v.  
22 CITY OF CHINO, et al.,  
23  
24 Defendants.

Case No. RCVRS 51010  
  
ASSIGNED FOR ALL PURPOSES TO  
HONORABLE GILBERT G. OCHOA  
  
**DECLARATION OF COURTNEY  
JONES IN SUPPORT OF CITY OF  
ONTARIO’S MOTION  
CHALLENGING WATERMASTER’S  
NOVEMBER 17, 2022 DECISION TO  
APPROVE THE FY 2022/2023  
ASSESSMENT PACKAGE**  
  
Date: March 21, 2023  
Time: 9:00 a.m.  
Dept: S24  
Judge: Gilbert Ochoa

1 I, Courtney Jones, declare as follows:

2 1. I have personal knowledge of the facts stated in this Declaration and, if called as a  
3 witness, could and would testify competently to those facts.

4 2. I am the Water Resources and Regulatory Affairs Director at the City of Ontario  
5 (“Ontario”) and have held that position since March 2021. Prior to March 2021, I was employed  
6 by Ontario as a Senior Associate Civil Engineer and subsequently the Water Resources Manager.

7 3. I make this Declaration in support of Ontario’s Motion Challenging Watermaster’s  
8 November 17, 2022 Actions/Decision to Approve the FY 2022/2023 Assessment Package.

9 **I. DRY YEAR YIELD PROGRAM AND PERFORMANCE CRITERIA**

10 **A. Storage and Recovery Application, and Storage Agreement**

11 4. On April 2, 2003 IEUA submitted an Application under Article X of the  
12 Watermaster Rules and Regulations for a 100,000 acre-foot storage account in Watermaster’s  
13 Storage and Recovery Program. (See Request for Judicial Notice (“RJN”), Ex. 14 at 13:16-18.)  
14 This storage account would be used to implement the terms of the Groundwater Storage Program  
15 Funding Agreement (“Funding Agreement”) that was executed by the Metropolitan Water District  
16 (“MWD”), Inland Empire Utilities Agency (“IEUA”), Three Valleys Municipal Water District  
17 (“TVMWD”), and Chino Basin Watermaster (“Watermaster”) on June 19, 2003. (*Id.*, Ex. 8.)

18 5. On October 23, 2003, the Advisory Committee and Board considered the  
19 Application and adopted the findings and recommendation of the staff report to approve the  
20 Application conditioned upon yearly approval of the Annual Operating Plan. (See RJN, Ex. 14 at  
21 21:20-22.)

22 6. On June 24, 2004, the Watermaster’s Motion for Approval of Storage and Recovery  
23 Program Agreement (DYY Storage Agreement) was argued and submitted to the Court. The DYY  
24 Storage Agreement was approved by the Court on the same date (the “2004 Court Order”). (RJN,  
25 Ex. 15.) The DYY Storage Agreement states that “Any modification of facilities that is materially  
26 different from those contemplated by the Local Agency Agreement will require the filing of a new  
27 application...” (*Id.*, Ex. 14 at Ex. A, ¶ III.A.2.) Also, “Watermaster shall not approve an Annual  
28

1 Operating Plan that may cause Material Physical Injury...” (*Id.*, Ex. 14 at Ex. A, ¶ IV.F.)

2 7. The 2004 Court Order also states “Finally, the Judgment provides that agreements  
3 for storage ‘shall first be approved by written order of the Court’ and must include terms that will  
4 ‘preclude operations which will have a substantial adverse impact on other producers.’” (RJN,  
5 Ex. 15 at 3:6-9, quoting Judgment at ¶ 28 [RJN, Ex. 1].) The 2004 Court Order also states “The  
6 DYY Storage Agreement calls for the development of Annual Operating Plans...and is to have  
7 sufficient detail to allow Watermaster to assess the potential for any adverse impacts on producers.  
8 Pursuant to Judgment paragraph 28, Watermaster may not approve an Annual Operating Plan that  
9 will have a substantial adverse impact on producers.” (*Id.*, Ex. 15 at 4:3-8; see also *id.*, Ex. 1 at  
10 ¶ 28.)

11 8. The Local Agency Agreements and DYY Storage Agreement as referenced in the  
12 2003 and 2004 Court Orders, are the Dry Year Yield Program (“DYY Program”). Any substantial  
13 changes that affect these elements of the DYY Program must be approved through the Watermaster  
14 Approval Process and not only approved by the signatories of the Funding Agreement.

15 **B. 2003 Funding Agreement and Exhibit G Performance Criteria**

16 9. The Groundwater Storage Program Funding Agreement (“Funding Agreement”)  
17 was approved through the Chino Basin Watermaster approval process in February 2003 and signed  
18 by MWD, IEUA, TVMWD, and Watermaster in June 2003. (See RJN, Ex. 8.) As noted, above,  
19 this Funding Agreement was ultimately approved via a June 5, 2003 Court Order (“2003 Court  
20 Order”). (*Id.*, Ex. 9.) A flow chart depicting the approval process for the Funding Agreement is  
21 attached as Exhibit 3.

22 10. As stated within the 2003 Court Order, “Watermaster takes the position that the  
23 Funding Agreement itself is a not a ‘Storage Agreement,’ as that term is used in the Judgment.  
24 ‘[W]hile the [Funding] Agreement commits the parties to allocate 100,000 AF of the 500,000 AF  
25 Storage and Recovery Program to Metropolitan, the specific location and operation of the facilities  
26 necessary to accomplish this commitment must still be analyzed by Watermaster under the Material  
27 Physical Injury standard of the Peace Agreement and Rules and Regulations. This approval will  
28

1 take the form of Watermaster approval of the Local Agency Agreements by way of a Storage and  
2 Recovery Application filed under Article X of Watermaster’s Rules and Regulations.” (RJN, Ex. 9  
3 at 3:1-9.)

4 11. Also stated is, “However, it is clear that until Watermaster and this Court approve  
5 the Local Agency Agreements and Storage and Recovery Application, or some equivalent approval  
6 process is completed, the storage and recovery cannot be undertaken. The Judgment mandates that  
7 the Funding Agreement be reviewed in this context.” (RJN, Ex. 9 at 3:22-26.)

8 12. The 2003 Court Order only declares that the Dry Year Yield Program is “described”  
9 in the Funding Agreement: “The Court finds that the weight of evidence support Watermaster’s  
10 finding that the *DYY Program, as described in the Funding Agreement*, will provide broad mutual  
11 benefits to the parties to the Judgment.” (RJN, Ex. 9 at 6:15-17 (emphasis added).)

12 13. Exhibit G of the Funding Agreement also describes the “Chino Basin Conjunctive  
13 Use ‘Dry Year’ Storage Project Performance Criteria.” (RJN, Ex. 8 at Ex. G.) However, because  
14 IEUA and TVMWD are not local water producers, these performance criteria are placed onto their  
15 member agencies to perform.

16 14. The Exhibit G Performance Criteria include both groundwater and imported water  
17 criteria. (RJN, Ex. 8 at Ex. G.) The imported water criteria require a roll-off from imported water  
18 supplies and onto groundwater production from the DYY Program. In this way, an agency can only  
19 claim DYY credit that is equal to their shift off of their use of imported water and onto DYY  
20 Program groundwater in any one year.

21 **C. 2003 Local Agency Agreements<sup>1</sup>**

22 15. From March to July 2003, Local Agency Agreements were executed between  
23 IEUA/TVMWD and their Member Agencies (see list below):

- 24 (a) Cucamonga Valley Water District (CVWD)
- 25 (b) City of Pomona (Pomona)
- 26 (c) City of Chino Hills (Chino Hills)

27 \_\_\_\_\_  
28 <sup>1</sup> Copies of the CVWD, Ontario, and JCSD via Ontario Local Agency Agreements are included in  
the RJN at Exhibits 10-12.

- 1 (d) City of Chino (Chino)
- 2 (e) Monte Vista Water District (MVWD)
- 3 (f) City of Ontario (Ontario)
- 4 (g) City of Upland (Upland)
- 5 (h) Jurupa Community Services District (JCSD) via Ontario

6 16. These Local Agency Agreements contain an Exhibit A, which specifies each  
7 agency's facilities to be used towards operation of the DYY Program as funded by the Funding  
8 Agreement. (See RJN, Exs. 10-12 at Ex. A.) Also, Exhibit B of these agreements describes each  
9 agencies' performance targets for both the reduction in imported water demand and corresponding  
10 increase in local groundwater pumping. (*Id.* at Ex. B.) These local agency performance targets  
11 describe how the MWD performance criteria to be performed by IEUA and TVMWD would be  
12 met.

13 17. FWC does not have a Local Agency Agreement. Notwithstanding this fact,  
14 Watermaster permitted FWC to claim DYY Production resulting in a financial windfall to FWC at  
15 the expense of other parties, like Ontario, who were required to absorb the additional financial  
16 burden.

17 **D. 2019 Letter Agreement Approval, 2015 Amendment Approval, and Impact to**  
18 **Performance Criteria**

19 18. Watermaster did not have the authority to approve the 2019 Letter Agreement at a  
20 staff level and/or defer their obligations as required by Court orders and court approved agreements  
21 to another agency.

22 19. The Funding Agreement, the Storage Agreement and a subsequent material  
23 amendment, Amendment 8, to the DYY Program were approved through the Watermaster  
24 Approval Process with amendments to Local Agency Agreements. This included compliance with  
25 the Watermaster Approval Process as agenzized business items with proper notice.

26 20. The chart below compares the 2015 Amendment No. 8 timeline versus 2019 Letter  
27 Agreement Timeline. A flow chart depicting the approval process for the 2015 Amendment No. 8  
28

1 and the 2019 Letter Agreement are attached as Exhibits 1 and 2. (See RJN, Exs. 17-22, 27-29.)

<b>Milestones</b>	<b>2015 Amendment No. 8</b>	<b>2019 Letter Agreement</b>
Consideration amongst Operating Parties	Prior to June 2014	Prior to September 2018
Local Agency Agreements with IEUA	Amended between June & December 2014	No Amendments
Watermaster Pool Meeting Item	10/09/2014 - Agenda Item for Approval	09/13/2018 - GM Report Item, no approval
Watermaster Advisory Committee Meeting	10/16/2014 - Agenda Item for Approval	09/20/2018 - GM Report Item, no approval
Watermaster Board Meeting	10/23/2014 - Agenda Item for Approval	09/27/2018 - GM Report Item, no approval
Watermaster General Manager Signature	October 28, 2014	February 19, 2019
Fully Executed	January 23, 2015	March 20, 2019

12 21. The Funding Agreement has been amended eight times since the initial agreement  
13 was signed. Amendments Nos. 1 thru 7 were not approved through the Watermaster Approval  
14 Process because, according to Watermaster’s own staff report, “[p]rior amendments to the  
15 Agreement pertain to the completion timing of facilities and changes in sources of funds...” (See  
16 RJN, Ex. 22 at p. 2.) The amendments include:

- 17 (a) Amendment No. 1 to Funding Agreement, dated May 6, 2004
- 18 (b) Amendment No. 2 to Funding Agreement, dated August 31, 2004
- 19 (c) Amendment No. 3 to Funding Agreement, dated 2005
- 20 (d) Amendment No. 4 to Funding Agreement, dated May 16, 2008
- 21 (e) Amendment No. 5 to Funding Agreement, dated March 6, 2009
- 22 (f) Amendment No. 6 to Funding Agreement, dated September 2, 2009
- 23 (g) Amendment No. 7 to Funding Agreement, dated July 2010
- 24 (h) Amendment No. 8 to Funding Agreement, dated January 28, 2015

25 22. The 2015 Amendment No. 8 would be the first actual amendment to the DYY  
26 Program (not the Funding Agreement) since it amended the performance criteria and needed the  
27 amending of the Local Agency Agreements, which all are based on that performance criteria. The  
28

1 performance criteria are included in the Funding Agreement, but as stated in Section II. below, the  
2 DYY Program itself is comprised of the Local Agency Agreements (which contain the performance  
3 criteria) and the Storage Agreement.

4 23. The 2019 Letter Agreement amended one of the performance criteria (by making  
5 production out of the DYY Program voluntary without needing an MWD Call) and changed who  
6 could participate in the DYY Program. FWC was not part of the DYY Program since they had no  
7 local agency agreement, and neither Ontario nor other parties were ever informed that the DYY  
8 Program under the 2019 Letter Agreement would allow non-DYY participants to participate.  
9 Watermaster staff did not have the authority to approve and sign this 2019 Letter Agreement  
10 without approval through the Watermaster Approval Process. The 2019 Letter Agreement changed  
11 the performance criteria and should have been approved through the Watermaster Approval Process  
12 as an Amendment to the DYY Program.

13 24. Watermaster authority in regard to cooperation with other agencies is limited under  
14 the Judgment. “Subject to prior recommendation or approval of the Advisory Committee,  
15 Watermaster may act jointly or cooperate with agencies of the United States and the State of  
16 California or any political subdivisions, municipalities or districts or any person to the end that the  
17 purpose of the Physical Solution may be fully and economically carried out.” (See RJN, Ex. 1 at  
18 ¶ 26.)

19 25. Under the Judgment, the powers and functions of the Advisory Committee includes:  
20 “In the event Watermaster proposes to take discretionary action, other than approval or disapproval  
21 of a Pool Committee action or recommendation property transmitted, or execute any agreement not  
22 theretofore within the scope of an Advisory Committee recommendation, notice of such intended  
23 action shall be served on the Advisory Committee and its members at least thirty (30) days before  
24 the Watermaster meeting at which such action is finally authorized.” (See RJN, Ex. 1 at ¶ 38(b)[2],  
25 Ex. 3 at pp. 18, 21, 25.)

26 26. The 2019 Letter Agreement revised court orders and court approved agreements,  
27 was not properly noticed, and was not authorized at any Watermaster meeting.

1 **E. Proper Noticing - 2012 Non-Agricultural Pool versus Appropriative Pool Ruling and**  
2 **Appeal**

3 27. The within Challenge is not the first challenge to Watermaster’s failure to comply  
4 with required notice and approval processes. In 2010, the Non-Agricultural Pool (“Non-Ag Pool”)  
5 filed a motion to have the court find and declare pursuant to paragraph 31 of the Judgment that,  
6 (1) Watermaster on behalf of the Appropriative Pool did not deliver to the members of the Non-  
7 Agricultural pool a notice of intent to purchase in the time and manner required by the purchase  
8 and sale agreement for the purchase of water by Watermaster from the overlying (Non-  
9 Agricultural) pool dated September 27, 2007 (see RJN, Ex. 26 at Ex. G); and (2) all of the water  
10 subject thereto should be restored to the accounts of the members of the Non-Agricultural  
11 (overlying) pool. (*Id.*, Ex. 4 at 3:11-17.)

12 28. “The trial court ruled that the Watermaster did give notice, by means of the agenda  
13 packages and the related discussions...” (RJN, Ex. 5 at p. 3.)

14 29. The Non-Ag Pool appealed the ruling and contended that:

15 “The Trial Court erred by finding that the Watermaster give notice, because:

- 16 (a) The notice never became final.
- 17 (b) The Watermaster did not give notice in the manner specific in the  
18 judgment.
- 19 (c) The Watermaster did not give notice to individual members of the  
20 Non-Agricultural Pool.
- (d) Participants in meetings did not actually receive an agenda package;  
they merely received an email saying that the agenda package was  
available online.” (RJN, Ex. 5 at p. 4.)

21 30. The Court of Appeal agreed with the Non-Ag Pool’s contention. “We agree that the  
22 notice never became final. Or, to put it another way, everything that was communicated to the  
23 Non-Agricultural Pool (or its representative) about giving notice or purchasing the water came with  
24 the caveat that the Watermaster had not yet definitively decided to do either; thus, these  
25 communications did not constitute notice of intent to purchase.” (RJN, Ex. 5 at p. 4.) The Court of  
26 Appeal concluded that it “must reverse the trial court’s order.” (*Id.* at p. 5.)

27 31. On June 29, 2012 the Trial Court reversed its ruling pursuant to the order of the  
28



1 Court of Appeal. (RJN, Ex. 6.)

2 **II. 2019 LETTER AGREEMENT, 2019 PEACE AGREEMENT AMENDMENT,**  
3 **DESALTER REPLENISHMENT OBLIGATION**

4 **A. 2019 Letter Agreement**

5 32. In 2018, IEUA initiated discussions with the participating agencies for  
6 implementing and approving revisions to the DYY Program. These revisions would significantly  
7 change the DYY Program by allowing voluntary production out of the DYY Program storage  
8 account. These changes provided exemptions from the approved and amended performance criteria  
9 in the local agency agreements and allowed for unprecedented amounts of DYY Program  
10 production by any one agency. This letter agreement, as implemented, also allowed for agencies  
11 without a local agency agreement to participate in the DYY Program.

12 33. In September 2018, the topic of the letter agreement was listed as “Proposed  
13 Changes to DDY Program Operation” under the General Manger’s Report in the Pools, Advisory  
14 Committee, and Board meeting packages. However, there was no staff report and the General  
15 Manager’s report was only verbal. The letter agreement was not approved through the Watermaster  
16 Approval Process and there was no amendment to the local agency agreements or storage  
17 agreement. (See RJN, Exs. 27-29 at Item III.D.1.) Attached hereto as Exhibits 4-6 are true and  
18 correct copies of transcripts of the General Manager’s report at the meetings of the Appropriative  
19 Pool, Advisory Committee and Board.

20 34. Through the discussion, Ontario staff had questions and concerns with the proposed  
21 changes. On July 31, 2018, Ontario emailed IEUA explaining that the City is “neutral” regarding  
22 the proposed letter agreement and “Ontario cannot a position of support because we cannot know  
23 the full effects of the proposed changes. Without these details, which would best be explained and  
24 memorialized in an amendment, we will take a wait-and-see approach regarding impacts, and we  
25 reserve the right to address any harm or detriment that may arise.” Ontario did not approve the  
26 2019 Letter Agreement. A true and correct copy of the July 31, 2018 email correspondence is  
27 attached hereto as Exhibit 7.

28 35. The 2019 Letter Agreement was signed by the parties to the Funding Agreement in

1 February 2019. (RJN, Ex. 34.) The 2019 Letter Agreement both references and attaches the  
2 Exhibit G Performance Criteria.

3 **B. 2019 Appropriative Pool Pooling Plan and Peace Agreement Amendment**

4 36. On November 27, 2018, the Appropriative Pool approved the “2018 Agreement to  
5 Appropriative Pool Pooling Plan and CAMA Amendments” and “[f]urther, the Pool directs its  
6 counsel to join in the motion to approve the Appropriative Pool Pooling Plan and CAMA  
7 Amendments.” (RJN, Ex. 33.) On March 15, 2019 the Court ordered changes to the Appropriative  
8 Pool Pooling Plan and amendments to the Peace Agreement. (*Id.*, Ex. 7.) Article VI of the Peace II  
9 Agreement was significantly amended to expand upon Section 6.2 with respect to Desalter  
10 Replenishment. (*Id.*, Ex. 7, Ex. A at ¶ 6.) For the purposes of determining “Adjusted Physical  
11 Production” as part of calculating each party’s Remaining Desalter Replenishment Obligation  
12 (RDRO), subsection (b)(iv) was added to Section 6.2. (*Ibid.*) Specifically, under subsection  
13 (b)(iv)(3), the following was added “Production associated with *approved* storage and recovery  
14 programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical  
15 Production, except for in-lieu participation in such programs; in-lieu put quantities shall be added  
16 to physical production, and in-lieu take quantities shall be subtracted from physical production.”  
17 (*Ibid.* (emphasis added).)

18 37. This amendment to the Peace Agreement was ordered by the Court in March 2019,  
19 the month after the 2019 Letter Agreement. This Court order amending a Court approved  
20 agreement allowed for DYY Program water production to be exempt from the RDRO calculation,  
21 but does not grant any exemption from Watermaster administrative and special project expenses.  
22 This is an example that material changes related to Storage & Recovery Programs including the  
23 DYY Program can, should, or are tied to the Peace Agreement, which amendments required formal  
24 Watermaster and Court approvals.

25 38. As described in the Section II, *supra*, the DYY Program consists of both the Local  
26 Agency Agreements and DYY Storage Agreement. As specified in the amendment to the Peace  
27 Agreement, this exemption only applies to “approved” storage and recovery programs. (RJN, Ex. 7  
28

1 at Ex. A, ¶ 6(b)(iv)(3).) It should be concluded that the DYY Program consistent with approved  
2 and amended local agency agreements and the approved storage agreement in effect in 2015 is the  
3 only “approved” storage and recovery program.

4 39. The 2019 Letter Agreement significantly changed the DYY Program, but was not  
5 approved through the Watermaster Approval Process, was signed only by signatories to the Funding  
6 Agreement, and was executed without amending the local agency agreements. (See RJN, Ex. 34.)

### 7 **III. HISTORY AND PRACTICE FOR WATERMASTER ASSESSMENTS**

#### 8 **A. Assessable Production**

9 40. The relevant governing documents of the Chino Groundwater Basin state that all  
10 water produced is assessed. The Judgment defines “Produce or Produced” as “[t]o pump or extract  
11 ground water from Chino Basin.” (RJN, Ex. 1 at 3:16.) “Production” is defined as “[a]nnual  
12 quantity, stated in acre feet, of water produced.” (*Id.* at 3:18.)

13 41. The Judgment further provides that “[p]roduction assessments, on whatever basis,  
14 may be levied by Watermaster pursuant to the pooling plan adopted for the applicable pool.” (RJN,  
15 Ex. 1 at ¶ 51.)

16 42. The Appropriative Pool Pooling Plan states, “[c]osts of administration of this pool  
17 and its share of general Watermaster expense shall be recovered by a uniform assessment applicable  
18 to all production during the preceding year.” (RJN, Ex. 1 at Ex. H, ¶ 6.)

19 43. The Judgment also provides that “Watermaster shall have the power to levy  
20 assessments against the parties (other than minimal pumpers) based upon production during the  
21 preceding period of assessable production...” (RJN, Ex. 1 at ¶ 53.)

22 44. Under Article IV of the Watermaster’s Rules and Regulations, “Watermaster shall  
23 levy assessments against the parties...based upon Production during the preceding Production  
24 period. The assessment shall be levied by Watermaster pursuant to the pooling plan adopted for  
25 the applicable pool. [Based on Judgment ¶ 53.]” (RJN, Ex. 2 at § 4.1.) Under Section 4.4,  
26 assessment adjustments are described, but neither production from a storage and recovery program  
27 or the DYY Program is applicable. (*Id.* at § 4.4.)

28

1           45. From review of the above governing documents and relevant agreements and court  
2 orders, it must be concluded that nothing exempts groundwater produced through the Dry Year  
3 Yield Program from assessments. It can be concluded that any water produced from the Chino  
4 Basin is subject to production-based assessments unless otherwise exempt from a court approved  
5 agreement or court order.

6 **B. Supplemental Water is Assessed**

7           46. As described above, the governing documents state that all production is assessed.  
8 For the purposes of assessable production, there is no distinction between native, stored, or  
9 supplemental water. Stored supplemental water is also subject to Watermaster assessments when  
10 it is produced, as evidenced in the most recent Watermaster Assessment Package for Assessment  
11 Year 2021-2022 (Production Year 2020-2021). (See RJN, Ex. 53.) The Fontana Water Company  
12 (“FWC”) purchased the City of Fontana’s recharged recycled water credit and transferred  
13 2,722.510 AF from FWC’s Local Supplemental Storage Recharged Recycled Account to its Excess  
14 Carryover (ECO) Storage Account which was then used as Annual Production Right and was  
15 included in FWC’s assessable production. (*Id.* at pp. 8.1, 10.1-14.1.) Recycled water is a mixture  
16 of multiple water sources (imported, groundwater, stormwater) treated through IEUA’s regional  
17 treatment plants and cannot reasonably be categorized as native water.

18 **C. Imported Water is Assessed**

19           47. Like Supplemental Water, imported water purchased for replenishment purposes is  
20 included as assessable production. This is also evidenced in the most recent Assessment Package,  
21 specifically for Niagara Bottling LLC (“Niagara”). (RJN, Ex. 53 at pp. 8.1, 10.1, 25.1.) Niagara  
22 does not own any water rights in the Chino Basin but is a party to the Judgment and in the  
23 Appropriative Pool. Every year, Niagara pays both the replenishment costs and Watermaster  
24 production-based assessments on any water it produces from the Chino Basin. If only “native”  
25 water is assessed, then it would be concluded that Niagara should only pay replenishment  
26 assessments and not Watermaster assessments since Niagara is essentially producing imported  
27 water out of the basin.

28

48. There is no court approved agreement or court order that exempts water produced from a Storage and Recovery program from assessments and there is no evidence that only production of native water is assessed.

**D. First Cycle of DYY Program Water was Assessed**

49. The first cycle of the DYY Program occurred from Production Years 2002/2003 to 2010/2011, under Assessment Packages 2003/2004 to 2011/2012. (See RJN, Exs. 37-45.) Approximately 90% all water within the DYY Program storage account was subject to Watermaster assessments paid by the participating Appropriative Pool members. It is unclear as to why “In Lieu Recharge” was subject to Watermaster assessments and why “Wet Water Recharge” was not.

**E. Second Cycle of DYY Program Water was Not Assessed**

50. The second cycle of the DYY Program occurred from Production Years 2016/2017 to 2021/2022, under Assessment Packages 2017/2018 to 2022/2023. (See RJN, Exs. 46-53.) No water within the DYY Program storage account was subject to Watermaster assessments. Attached as Exhibit 8 is a true and correct copy of my correspondence with IEUA relating to the DYY Program and voluntary withdrawal program.

**First DYY Cycle Put & Take Assessments**

Production Year	Assessment Year	"PUT" - Wet Water Recharge (AF)	"PUT" - In Lieu Recharge (AF)	"TAKE" (AF) <sup>1</sup>	Water Assessed (AF)	Water Not Assessed (AF) <sup>1</sup>
2002/2003	2003/2004		3,000.00		3,000.00	
2003/2004	2004/2005	2,463.40	16,098.30		16,098.30	2,463.40
2004/2005	2005/2006		13,623.25		13,623.25	
2005/2006	2006/2007		20,673.56		20,673.56	
2006/2007	2007/2008		19,636.00		19,636.00	
2007/2008	2008/2009	8,200.70	1,169.25	10,065.94	1,169.25	8,200.70
2008/2009	2009/2010			38,886.20		
2009/2010	2010/2011			25,260.60		
2010/2011	2011/2012			8,372.23		
Totals			84,864.45	82,584.97	74,200.35	8,384.63

Note:

1. Due to basin losses, less water was available for "Take" than was "Put"

(See RJN, Exs. 37-45.)

///

///

1 **Second DYY Cycle Put & Take Assessments**

2

3

Production Year	Assessment Year	"PUT" - Wet Water Recharge (AF)	"PUT" - In Lieu Recharge (AF)	"TAKE" (AF) <sup>1</sup>	Water Assessed (AF)	Water Not Assessed (AF) <sup>1</sup>
2016/2017	2017/2018	6,314.90				6,314.90
2017/2018	2018/2019	35,069.50				35,069.50
2018/2019	2019/2020	4,617.44				4,617.44
2019/2020	2020/2021	17,419.53		17,394.80		17,419.53
2020/2021	2021/2022			23,000.00		
2021/2022 <sup>2</sup>	2022/2023			22,912.80		
Totals		63,421.36		63,307.60	0.00	63,307.60

7

8 Note:

9 1. Due to basin losses, less water was available for "Take" than was "Put"

10 (See RJN, Exs. 46-53.)

11 **IV. DYY COST SHIFTING AND FINANCIAL IMPACT**

12 **A. Cost Shifting of Watermaster Production Based Assessments**

13 **1. Judgment Administration and OBMP and Program Elements 1-9 Fixed Costs**

14 51. The Judgment provides that "Watermaster shall have the power to levy assessments against the parties (other than minimal pumpers) based upon production..." (RJN, Ex. 1 at ¶ 53.)

15 52. "The expenses of administration of this Physical Solution shall be categorized as either (a) general Watermaster administrative expense, or (b) special project expense." (RJN, Ex. 1 at ¶ 54.) These two categories of expenses are a Watermaster related fixed cost as approved with the annual budget.

16 53. The Judgment provides that general Watermaster administrative expenses "shall include office rental, general personnel expenses, supplies and office equipment, and related incidental expense and general overhead." (RJN, Ex. 1 at ¶ 54(a).)

17 54. All three (3) Pools, (Appropriative, Agricultural, and Non-Agricultural) are assessed for Watermaster administrative expenses based on production. The Appropriative Pool pays the Agricultural Pool's share of administrative expenses per Section 5.4 of the Peace Agreement. (See RJN, Ex. 23 at § 5.4.)

18 55. Under the Judgment, special project expenses "shall be allocated to a specific pool, or any portion thereof, only upon the basis of prior express assent and finding of benefit by the Pool

1 Committee, or pursuant to written order of the Court.” (RJN, Ex. 1 at ¶ 54(b).)

2 56. The annual fixed costs associated with Watermaster administration of the Optimum  
3 Basin Management Program (“OBMP”) Program Elements (PE) 1 thru 9 are assessed based on  
4 production to all three (3) Pools, (Appropriative, Agricultural, and Non-Agricultural) for  
5 Watermaster administrative expenses based on production. The OBMP and its related expenses  
6 were agreed to by the Parties as memorialized in the Court Ordered “Peace Agreement” (2000) and  
7 “Peace II Agreement” (2007). (See RJN, Ex. 23 at § VII, Ex. 33, generally.)

8 57. This is categorized in the Watermaster Annual Assessment Package as “OBMP &  
9 Program Elements 1-9” as a fixed cost based on the approved annual budget.

10 58. These two categories of expenses are fixed annual costs and are assessed to  
11 Appropriative Pool parties based on each party’s prior year’s total groundwater production and  
12 exchanges. The determination of actual assessable production is subject to adjustments based on  
13 provisions within court ordered agreements.

14 59. When “Storage & Recovery Program(s)” or DYY Program production was claimed  
15 by a party, that party’s annual total production and exchanges number decreases by the same  
16 amount. This then decreases the total annual production number used to determine the unit cost  
17 for fixed costs. This invariably shifts the costs onto other Parties by increasing the overall unit cost,  
18 which is applied to Parties based on their individual production amounts.

19 **B. Cost Shifting of Remaining Desalter Replenishment Obligation**

20 60. The determination of Remaining Desalter Replenishment Obligation (“RDRO”) by  
21 each Party is a function of the calculated adjusted physical production. Similar to the adjustments  
22 explained above, any “Storage and Recovery Programs” production claimed by a Party reduces that  
23 Party’s physical production and results in a reduced adjusted physical production.

24 61. The “Total Remaining Desalter Replenishment Obligation” is an annual fixed  
25 amount that must be replenished by Appropriative Pool Parties. The share applied to each Party is  
26 a function of each Party’s adjusted physical production. When one Party has a reduced adjusted  
27 physical production (e.g. reduction due to DYY production claims), that Party’s share of the RDRO  
28

1 is proportionately reduced and shifted onto the other Parties. RDRO is met by most Parties using  
2 existing stored water rights and those water rights have financial value.

3 62. There was an amendment to the Peace Agreement which allows for water produced  
4 from “approved” Storage & Recovery programs to be reduced from physical production. (See RJN,  
5 Ex. 26.) However, the 2nd cycle of the DYY Program was operated based on provisions of the  
6 2019 Letter Agreement which is not the Approved DYY Program. The Approved DYY Program  
7 consists of the provisions of the 2015 Amendment, which went through the Watermaster Approval  
8 Process. The 2nd cycle of the DYY Program does not meet the criteria established as part of the  
9 Approved DYY Program, therefore DYY Program production claims should not have been reduced  
10 from the physical production.

11 **C. Failure to Assess All DYY Production, Including a Failure to Enforce the Exhibit G**  
12 **Performance Criteria, and Resulting Injury to Ontario**

13 63. As demonstrated by the tables, below, Watermaster’s failure to assess all DYY  
14 Program production, and associated failure to enforce the Exhibit G performance criteria, resulted  
15 in a windfall to CVWD and FWC, and a substantially higher assessment for Ontario. The financial  
16 impact was a combination of both a higher unit cost for Watermaster assessments and a shifting the  
17 share of Desalter Replenishment Obligation (DRO) via water rights.

18 64. The Exhibit G performance criteria pertaining to the shift off of imported water  
19 remain in full force and effect even after the 2019 Letter Agreement. Indeed, Exhibit G was  
20 explicitly mentioned in, and attached to, the 2019 Letter Agreement. Notwithstanding the fact that  
21 the Exhibit G performance criteria as they pertain to the use of imported water remained in effect,  
22 in the 2022/23 assessment year, Watermaster failed to enforce the Exhibit G performance criteria.  
23 Specifically, Watermaster allowed agencies to overclaim their DYY production thus exempting  
24 this additional water from production assessments.

25 65. In the 2022/23 assessment year, CVWD shifted off of imported water by only  
26 13, 915 AF but claimed DYY production in the amount of 17,912, thus overclaiming 4,000 AF of  
27 DYY production.

28



1 66. In the 2022/23 assessment year, FWC shifted off of imported water by only 1,718  
2 AF but claimed DYY production in the amount of 5,000 AF, thus overclaiming 3,282 AF.

3 67. Watermaster's administration of the DYY program, and failure to assess all DYY  
4 production, has resulted in the shifting of both Watermaster Fixed Costs and DRO Costs.  
5 Specifically, under the approved 2022/23 Assessment Package, Watermaster's failure to assess **all**  
6 **DYY production** has resulted in shifting \$2,400,186 of costs from CVWD and \$398,996 costs  
7 from FWC to other parties, with a corresponding increase in the financial burden born by Ontario  
8 in the amount of \$693,964, as follows:

Chino Basin Parties	Actual FY Production (AF)	DYY Claimed (AF)	Total Production and Exchanges (AF)	Costs Shifted due to CVWD & FWC DYY Claimed
Cucamonga Valley Water District	27,281.10	17,912.8	9,368.3	-\$2,400,186
Fontana Water Company	16,387.10	5,000.0	11,387.1	-\$398,996
City of Ontario	14,390.00		14,390.0	\$693,964
Other Parties	43,266.40		43,266.4	\$2,105,221
<b>TOTAL</b>	<b>101,324.60</b>	<b>22,912.8</b>	<b>78,412</b>	<b>\$0.00</b>

9  
10  
11  
12  
13  
14  
15  
16 Notes

The total annual fixed cost is assumed at \$8,643,258 and total production and exchanges is 99,715 AF for a unit cost of \$86.68/AF

DYY claims decreased the total production from 122,629 to 99,715 which increased unit cost from \$70.48/AF to \$86.68/AF = \$16.20/AF.

17  
18  
19 (RJN, Ex. 56.)

20 68. A subset of the above cost-shifting impacts corresponds to Watermaster's **failure to**  
21 **enforce the Exhibit G performance criteria as it relates to imported water.** Similar to the  
22 above, Watermaster's administration of the DYY program has resulted in the shifting of both  
23 Watermaster Fixed Costs and DRO Costs. Under the 2022/23 Assessment Package, both CVWD  
24 and FWC overclaimed their DYY production in violation of the Exhibit G performance criteria,  
25 resulting in a financial windfall to CVWD and FWC in the amounts of \$391,878 and \$386,979,  
26 respectively, and an additional financial burden and injury to Ontario in the amount of \$193,186.

Chino Basin Parties	Actual FY Production (AF)	Imported Water Shift (AF)	DYY Claimed (AF)	DYY Incorrectly Claimed (AF)	Costs Shifted due to CVWD & FWC Incorrect DYY Claim
Cucamonga Valley Water District	27,281.10	13,913.1	17,912.8	4,000	-\$391,878
Fontana Water Company	16,387.10	1,718.0	5,000.0	3,282	-\$386,979
City of Ontario	14,390.00				\$193,186
Other Parties	43,266.40				\$585,671
<b>TOTAL</b>	<b>101,324.60</b>	<b>15,631.1</b>	<b>22,912.8</b>	<b>7,282</b>	<b>\$0.00</b>

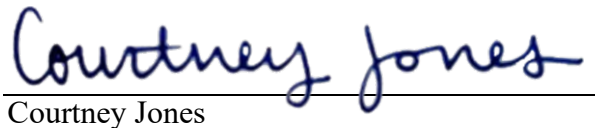
Notes

The total annual fixed cost is assumed at \$8,643,258 and total production and exchanges is 115,347 AF for a unit cost of \$74.93/AF  
 DYY claims decreased the total production from 122,629 to 115,347 which increased unit cost from \$70.48/AF to \$74.93/AF = \$4.45/AF.

(RJN, Ex. 56.)

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

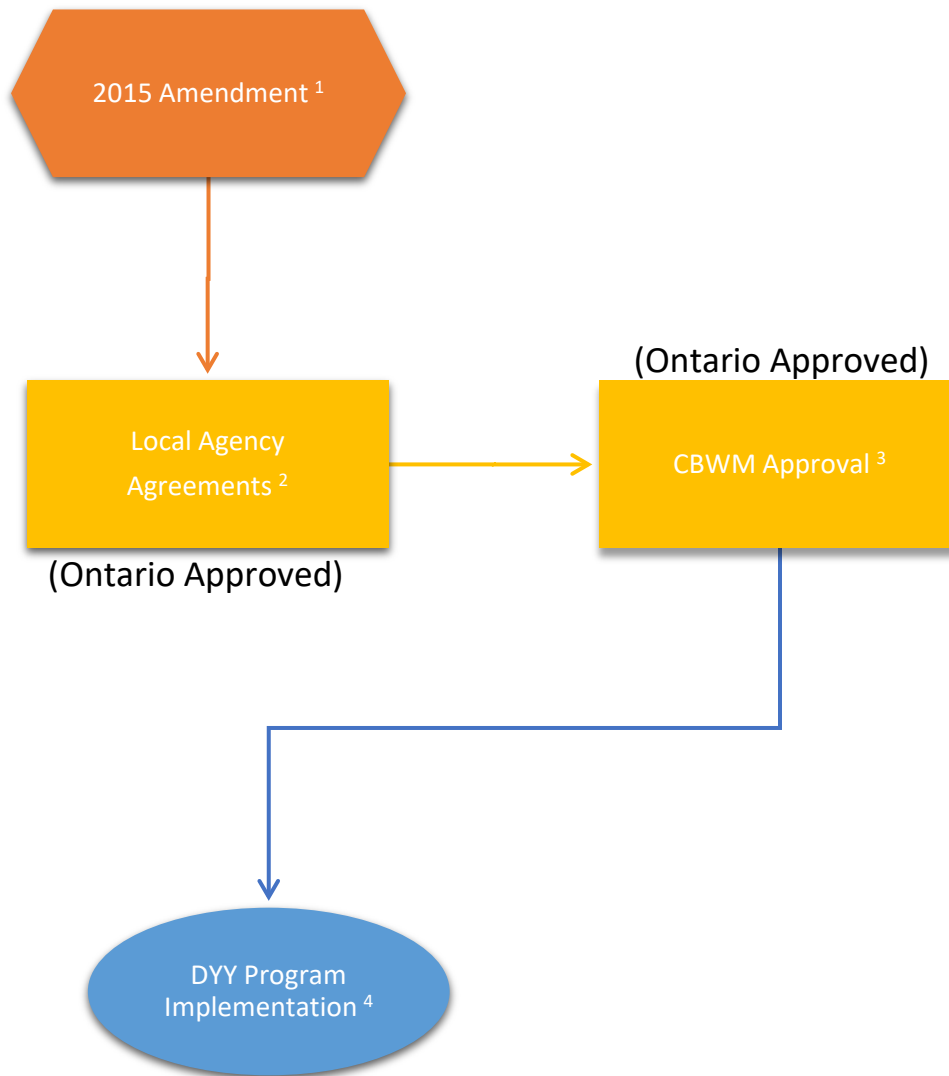
Executed on this 14th day of February, 2023, at Ontario, California.



Courtney Jones

EXHIBIT 1

## 2015 DYY PROGRAM AMENDMENT APPROVALS

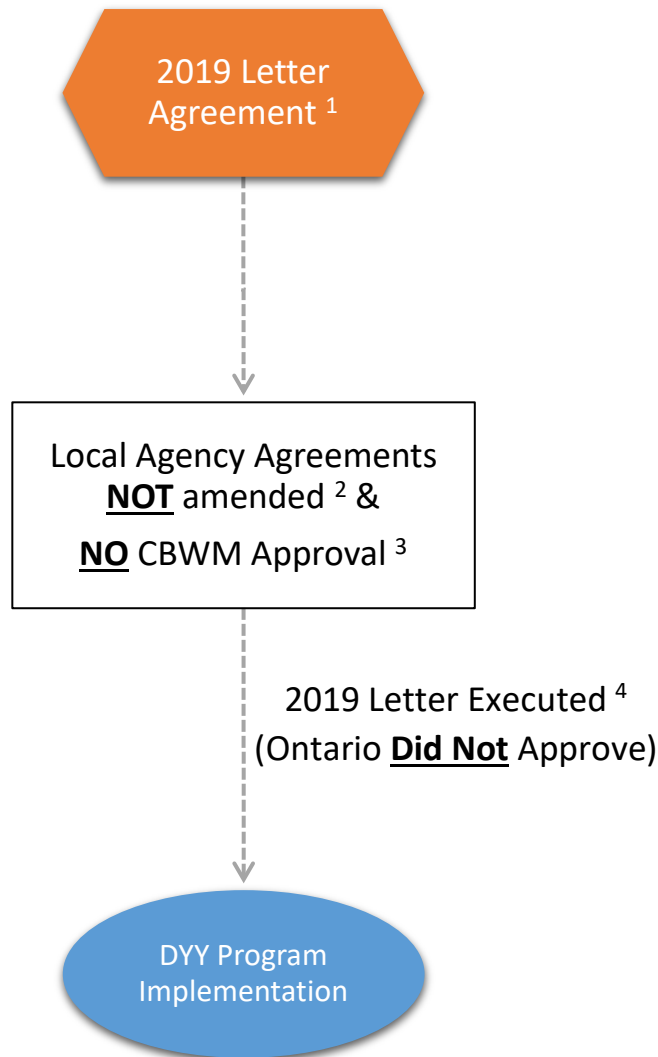


Note:

1. Consideration amongst Operating Parties for the 2015 Amendment No. 8, for amending Exhibit G of the DYY Program, started prior to June 2014.
2. Local Agency Agreements with IEUA were amended June through December 2014.
3. Approved through the Watermaster process in October 2014.
  - a. Pool Meeting Item: October 9, 2014
  - b. Advisory Committee Item: October 16, 2014
  - c. Board Meeting Item: October 23, 2014
4. 2015 Amendment fully executed on January 23, 2015.

EXHIBIT 2

## 2019 LETTER AGREEMENT PROCESS

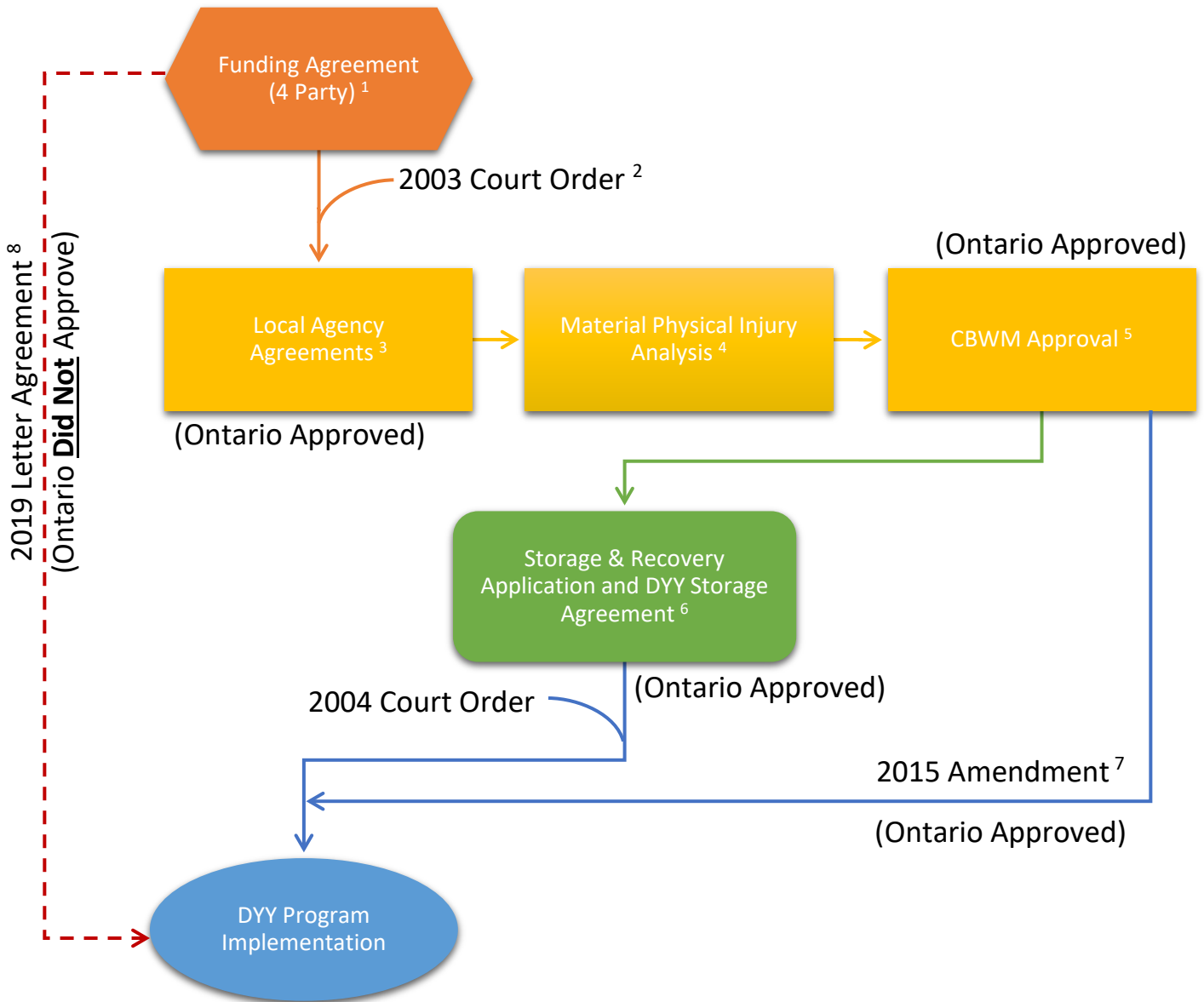


### Note:

1. Consideration amongst Operating Parties for the 2019 Letter Agreement started prior to September 2018.
2. Local Agency Agreements with IEUA were not amended.
3. 2019 Letter Agreement was listed as a General Manager report item and no additional discussion provided and no approval from Pools, Advisory Committee, or Board during these meetings in September 2018.
  - a. Pool Meeting Item: September 13, 2018
  - b. Advisory Committee Item: September 20, 2018
  - c. Board Meeting Item: September 27, 2018
4. 2019 Letter Agreement was fully executed on March 20, 2019 and signed by MWD, TVMWD, IEUA, and Chino Basin Watermaster, without Ontario approval.

EXHIBIT 3

## DYY PROGRAM APPROVALS



Note:

1. Approved through Watermaster process (Pool, Advisory Committee, Board) in February 2003 and signed by MWD, TVMWD, IEUA, and Chino Basin Watermaster.
2. Ordered by the Court in June 2003, until the Court approves the Local Agency Agreements and Storage and Recovery Application, the storage and recovery program cannot be undertaken.
3. Between March 2003 & July 2003, agreements executed with IEUA & TVMWD Member Agencies
4. MPI Analysis performed in July 2003 by Wildermuth Environmental, Inc and presented in August 2003 through the Watermaster process.
5. MPI Analysis approved through Watermaster process in September 2003.
6. Approved through Watermaster process in October 2003 and March 2004, respectively.
7. The 2015 Amendment was approved through Watermaster process in October 2014, revised the performance criteria of Exhibit G, and all Local Agency Agreements were subsequently amended.
8. The 2019 Letter Agreement was not approved through the Watermaster process, did not receive Ontario's approval, and was signed by the Funding Agreement Parties in February 2019.



EXHIBIT 4

1 In Re: Chino Basin Watermaster )  
2 9/13/2018 Appropriate Pool )  
3 Meeting )  
4 \_\_\_\_\_ )

5

6

7

8

9

10

11

12

13

14

15

16

AUDIO TRANSCRIPTION  
OF APPROPRIATE POOL MEETING  
MEETING DATE: 9/13/2018

17

18

19

20

21

22

23

Transcribed by:  
JOSIE C. GONZALEZ  
CSR No. 13435  
Job No. 10100869

24

25

1 In Re: Chino Basin Watermaster)  
2 9/13/2018 Appropriate Pool )  
3 Meeting )  
4 \_\_\_\_\_ )

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

Audio Transcription of Appropriate Pool Meeting,  
transcribed on May 13th, 2022 in San Diego, California,  
by JOSIE C. GONZALEZ, Certified Shorthand Reporter  
No. 13435, in and for the State of California.

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

\* \* \*

Start of Audio

\* \* \*

CHAIR LAYTON: The general manager, Peter.

MR. KAVOUNAS: A few items to bring to your attention, Madam Chair, members of the pool. There's some proposed changes to the dry year yield program operation that are being circulated. A letter has been prepared. I wanted to advise you that we do plan to sign it on behalf of Watermaster if it's necessary for acknowledgment at the -- the changes don't commit Watermaster to -- to anything. We actually don't think a letter is even required. It's just MWD offering its water at better terms to the parties, which they're entitled to do. So if there is a letter, we do plan to sign it.

CHAIR LAYTON: Peter -- sorry. Just because I don't know the proposed changes, do you -- do you happen to have a --

MR. KAVOUNAS: In a nutshell they -- they -- MWD are planning to make it so that instead of them only being able to call the water when they want to, to also allow the parties to purchase the water when they want to and still get the OMN discount.

CHAIR LAYTON: Okay.

1 MR. KAVOUNAS: Which is a great boon for the  
2 parties.

3 CHAIR LAYTON: Great. Thank you.

4 MR. KAVOUNAS: It's a good thing. Again, it  
5 doesn't affect Watermaster, but we are signatories to  
6 the original DYY. So if they want us to sign a letter  
7 of acknowledgement, I will go ahead and do that.

8 I wanted to alert you -- Item Number 2 wanted to  
9 alert you to -- CDA production has had some reduction  
10 because of water quality concerns. We don't have an  
11 updated model run at this point to be able to understand  
12 the effect, if there is any, on hydraulic control. We  
13 do plan to make the updated model run in November and  
14 will evaluate the changes and impacts, if there are any,  
15 and we'll advise you. CDA production is important.  
16 It's essential to maintain hydraulic control. So we're  
17 keeping a close eye on that.

18 The next item was to alert you to a business  
19 item on the --

20 CHAIR LAYTON: Sorry, Peter.

21 MR. KAVOUNAS: No worries.

22 CHAIR LAYTON: Going back to the water quality  
23 concerns.

24 MR. KAVOUNAS: Yeah.

25 CHAIR LAYTON: I thought the CDA wells are

1 supposed to be handling the water quality concerns. So  
2 I'm kind of confused what -- what's going on there.

3 MR. KAVOUNAS: I believe they -- they ran into  
4 -- is it -- they ran into 123 TCP that they were not  
5 prepared to treat, they're not designed to treat.

6 CHAIR LAYTON: Okay. Thank you.

7 MR. KAVOUNAS: And so they had to shut down one  
8 of the wells.

9 CHAIR LAYTON: All right. Thank you. I  
10 appreciate that.

11 MR. KAVOUNAS: Next on my agenda was to report  
12 to you that the non ag pool has an item on their agenda  
13 that isn't on your agenda as is Watermaster practice.  
14 They're reviewing their pooling plan, and I believe Todd  
15 probably had some conversations with them and he can  
16 report back to you if there's anything else.

17 And under other, 1 and 2 -- three things to  
18 bring to your attention. One is we're sending out a  
19 save the date on Tuesday, December 4th at 4:00 o'clock.  
20 We plan to host an event to commemorate the 40th  
21 anniversary of a judgment. So we'll be sending out  
22 invitations to boards, city councils, city managers,  
23 general managers, people that attend the pools, people  
24 that have been involved in the past but no longer  
25 involved with Chino basin. And we're looking forward to

1 having a keynote speaker and maybe a panel. And then  
2 the event will be followed by some form of libations,  
3 possibly dinner and that kind of thing. So I'd like to  
4 put that on your radar. Hope you can -- you can join  
5 us.

6 I mentioned to you earlier that we are preparing  
7 the assessment package. You can plan on getting  
8 invitation to a workshop in October. We'll probably do,  
9 as we've done before, the same format as before, and  
10 look to have it approved in November. And this would be  
11 the assessment package, again, with the existing rules  
12 which would be an assessment package that would later be  
13 revised if there is a -- and when there's a change in  
14 the rules. So it'll be based on a safe yield of  
15 140,000. It'll be based on equal priority between land  
16 use conversion and early transfers, and everything else  
17 as has been done in the past.

18 And last but not least is -- there's an  
19 organization called CalDesal. I don't know if anybody  
20 heard of CalDesal. They're looking for membership.  
21 They sent us a letter asking if Watermaster would join.  
22 I plan to decline the invitation. I passed it onto IUA.  
23 And I think if IUA, Sean with its huge budget can join,  
24 it would be representing the region. I think IUA, CDA  
25 are probably a lot more qualified entities to belong to

1 CalDesal. I encourage any of you that are -- especially  
2 those that are big participants in the CDA to consider a  
3 membership because these organizations do need support,  
4 but I don't think Watermaster is the right organization.  
5 So I plan to decline it unless they get a strong sense  
6 that Watermaster should be a part of it. Now, I'll  
7 share this at advisory again and at the board, but my --  
8 my instinct is to decline.

9 Andy, can you please go to non ag. Thank you.  
10 And that concludes my report, Madam Chair.

11 CHAIR LAYTON: All right. Any questions from  
12 Peter -- for Peter?

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

\* \* \*

End of Audio

\* \* \*



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, Josie C. Gonzalez, a Certified Shorthand Reporter in and for the State of California, do hereby certify:

That the foregoing audio file was reported by me stenographically to the best of my ability and later transcribed into typewriting under my direction; that the foregoing is a true record of the audio file.

IN WITNESS WHEREOF, I have subscribed my name this 22nd day of May, 2022.

*Josie Gonzalez*  
\_\_\_\_\_  
JOSIE C. GONZALEZ

EXHIBIT 5

1 In Re: Chino Basin Watermaster )  
2 9/20/2018 Advisory Committee )  
3 Meeting )  
4 \_\_\_\_\_ )

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

AUDIO TRANSCRIPTION  
OF ADVISORY COMMITTEE MEETING  
MEETING DATE: 9/20/2018

Transcribed by:  
JOSIE C. GONZALEZ  
CSR No. 13435  
Job No. 10100870

1     In Re: Chino Basin Watermaster)  
2     9/20/2018 Advisory Committee    )  
3     Meeting                            )  
4     \_\_\_\_\_)

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

22                    Audio Transcription of Advisory Committee  
23     Meeting, transcribed on May 13th, 2022 in San Diego,  
24     California, by JOSIE C. GONZALEZ, Certified Shorthand  
25     Reporter No. 13435, in and for the State of California.

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

\* \* \*

Start of Audio

\* \* \*

CHAIR PIERSON: It appears that Joe does not want to talk any further today, so we'll move into Peter, general manager's report.

MR. KAVOUNAS: Mr. Chairman, my report -- my report is the same as last week at the pools, and there is one item I would like to highlight that's under other which is to ask you to please block on your calendars the date of Tuesday, December the 4th at 4:00 o'clock. We're planning an event to commemorate the 40th anniversary of a judgment, and it would be a great opportunity to hear some thoughtful remarks from people who have been around and know a lot of things.

CHAIR PIERSON: Very good. That's very important to identify, so everybody put down that.

\* \* \*

End of Audio

\* \* \*

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, Josie C. Gonzalez, a Certified Shorthand Reporter in and for the State of California, do hereby certify:

That the foregoing audio file was reported by me stenographically to the best of my ability and later transcribed into typewriting under my direction; that the foregoing is a true record of the audio file.

IN WITNESS WHEREOF, I have subscribed my name this 22nd day of May, 2022.

*Josie Gonzalez*  
\_\_\_\_\_  
JOSIE C. GONZALEZ

EXHIBIT 6

1 In Re: Chino Basin Watermaster)  
2 9/27/2018 Watermaster Board )  
3 Meeting )  
4 \_\_\_\_\_)

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

AUDIO TRANSCRIPTION  
OF WATERMASTER BOARD MEETING  
MEETING DATE: 9/27/2018

Transcribed by:  
JOSIE C. GONZALEZ  
CSR No. 13435  
Job No. 10100872



1       In Re: Watermaster Board       )  
2       Meeting, 9/27/2018            )  
3       \_\_\_\_\_)

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22                   Audio Transcription of Watermaster Board  
23 Meeting, transcribed on May 13th, 2022 in San Diego,  
24 California, by JOSIE C. GONZALEZ, Certified Shorthand  
25 Reporter No. 13435, in and for the State of California.

1 \* \* \*

2 Start of Audio

3 \* \* \*

4 CHAIR PIERSON: General manager report.

5 MR. KAVOUNAS: Thank you, Mr. Chairman. A few  
6 items to bring to the board's attention. The first one  
7 is you're familiar with the dry year yield program that  
8 we have with Metropolitan Water District. That is an  
9 agreement that involves Watermaster among others; IUA,  
10 Three Valleys and Conservation District. The  
11 Metropolitan Water District has proposed some changes  
12 that are favorable to the parties. We don't believe  
13 they constitute a change to the agreement, so we don't  
14 intend to bring an agreement amendment to the board.  
15 There may be an acknowledgement letter. If there is, I  
16 wanted to let you know that I would be signing that  
17 acknowledgement letter.

18 Second is we are aware of some impacts to CDA  
19 production due to water quality. CDA production has --  
20 has changed especially in the west end of -- of the CDA  
21 well field, and we are looking at that to make sure the  
22 hydraulic control is not affected. We don't have any  
23 conclusions at this point in time. We're just simply  
24 letting you know that this is an item that we're  
25 tracking.

1 Any questions?

2 CHAIR PIERSON: Any questions?

3 MR. KAVOUNAS: Okay. And a few -- a few other  
4 items. First one is you have at your packets a -- a  
5 reminder of the save the date for the Tuesday,  
6 December 4th. We plan to have an event to commemorate  
7 the 40th judgment anniversary which was this year. We  
8 do plan to make it a substantive event with some key  
9 takeaways for people that -- reflecting on the last 40  
10 years of Chino basin being under local management of the  
11 -- I wouldn't say the good, the bad and the ugly. I  
12 would say the good and the lessons learned. So we very  
13 much look forward to having you. Staff is working very  
14 hard to have brought outreach, and we hope to bring  
15 together a lot of very important people that need to  
16 hear that they share this amazing resource called the  
17 Chino basin.

18 So a couple other notes in your -- in your  
19 packets relate to personnel movements. Most notable is  
20 that Mr. Rick Hanson has decided to retire from Three  
21 Valleys. He didn't take this lightly. I think he  
22 served something like 83 years. Sorry. 38 years. So  
23 someone else is there.

24 So that concludes my report, Mr. Chairman.

25 CHAIR PIERSON: Okay. Thank you very much.

- 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

\* \* \*  
End of Audio  
\* \* \*

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, Josie C. Gonzalez, a Certified Shorthand Reporter in and for the State of California, do hereby certify:

That the foregoing audio file was reported by me stenographically to the best of my ability and later transcribed into typewriting under my direction; that the foregoing is a true record of the audio file.

IN WITNESS WHEREOF, I have subscribed my name this 22nd day of May, 2022.

*Josie Gonzalez*  
\_\_\_\_\_  
JOSIE C. GONZALEZ

EXHIBIT 7

**From:** Katie Gienger  
**Sent:** Tuesday, July 31, 2018 3:45 PM  
**To:** 'Elizabeth Hurst'  
**Subject:** RE: DYY letter revisions to clarify credits.

Hi Liz,

I appreciate your recent efforts to sit down and explain the program. Based on the information provided by IEUA, I am currently neutral regarding the proposed letter agreement between IEUA and MWD. As long as there are parameters that are undecided or unclear, Ontario cannot take a position of support because we cannot know the full effects of the proposed changes. Without these details, which would best be explained and memorialized in an amendment, we will take a wait-and-see approach regarding impacts, and we reserve the right to address any harm or detriment that may arise.

Sincerely,

**Katie Gienger, P.E.**

Water Resources Manager



1425 S. Bon View Avenue

Ontario, CA 91761-4406

Phone: (909) 395-2694

E-mail: [kgienger@ontarioca.gov](mailto:kgienger@ontarioca.gov)

---

**From:** Elizabeth Hurst [mailto:[ehurst@ieua.org](mailto:ehurst@ieua.org)]  
**Sent:** Monday, July 30, 2018 4:14 PM  
**To:** Katie Gienger  
**Subject:** FW: DYY letter revisions to clarify credits.

Katie,

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

Best

Liz

**Elizabeth Hurst**

Water Resources Planner



*"Water Smart - Thinking in Terms of Tomorrow"*

6075 Kimball Ave / Chino, California 91708

Tel: 909-993-1634 / Fax:

Email: [ehurst@ieua.org](mailto:ehurst@ieua.org) Website: [www.ieua.org](http://www.ieua.org)

Connect with us



---

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

Liz,

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

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

Sent from my phone.

On Jul 26, 2018 4:55 PM, Elizabeth Hurst <[ehurst@ieua.org](mailto:ehurst@ieua.org)> wrote:

Katie,

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

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

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

Thank you,  
Liz

**Elizabeth Hurst**  
Water Resources Planner





"Water Smart - Thinking in Terms of Tomorrow"  
6075 Kimball Ave / Chino, California 91708  
Tel: 909-993-1634 / Fax:  
E-mail: [ehurst@ieua.org](mailto:ehurst@ieua.org) Website: [www.ieua.org](http://www.ieua.org)

### Connect with us



---

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

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

#### Option 1:

- If a Party chooses ~~to~~ voluntarily to purchase stored water by increasing groundwater pumping, credits will be applied based upon the following:
  - The first and any instance in which an individual party's pumping is above its groundwater baseline as described in Exhibit G, the party will submit a certification for extraction from the account. Metropolitan will invoice IEUA and Three Valleys for the additional pumping at the prevailing untreated water rate at that time and will pay the O&M, power, and treatment credits as outlined in the Section VI.E6 of the Agreement. IEUA, Three Valleys, and the Watermaster will debit the purchased amounts from Metropolitan's CUP account.
  - O&M, power, and treatment credits as outlined in Section VI.6 of the Agreement would also apply if in the event that stored water ~~is in the account upon termination of the agreement, the parties will~~ purchase d the water over a 5-year period, as outlined in XIII.C.2 of the agreement.

#### Option 2:

- If a Party chooses ~~to~~ voluntarily to purchase stored water by increasing groundwater pumping, credits will be applied based upon the following:
  - ~~The first and any instance in which an individual party's pumping is above its groundwater baseline as described in Exhibit G, the party will submit a certification for extraction from the account. Metropolitan will invoice IEUA and Three Valleys for the additional pumping at the prevailing untreated water rate at that time and will pay the O&M, power, and treatment credits as outlined in the Section VI.E6 of the Agreement. IEUA, Three Valleys, and the Watermaster will debit the purchased amounts from Metropolitan's CUP account. In the event that stored water is in the account upon termination of the agreement, the parties will purchase the water over a 5-year period, as outlined in XIII.C.2 of the agreement.~~

EXHIBIT 8

**From:** Elizabeth Hurst <ehurst@ieua.org>  
**Sent:** Wednesday, August 4, 2021 1:11 PM  
**To:** Courtney Jones  
**Cc:** Christopher T. Quach; Liza Muñoz; Ashley Alamo  
**Subject:** RE: DYY Program Follow Up  
**Attachments:** Ontario DYY Request.docx

Good morning Courtney,  
Attached please find the information you requested. Please let us know if you have any additional questions on the program. Please note that the Agreement file is too large to send via email, but it is located on the Member Agency Portal under the DYY section.  
Best,  
Liz

**Elizabeth Hurst**  
Senior Environmental Resource Planner



---

**From:** Courtney Jones <CJJones@ontarioca.gov>  
**Sent:** Monday, July 26, 2021 5:00 PM  
**To:** Elizabeth Hurst <ehurst@ieua.org>  
**Cc:** Christopher T. Quach <CQuach@ontarioca.gov>  
**Subject:** DYY Program Follow Up

Hi Liz,

Thank you for taking the time to Chris and myself last week regarding the DYY Program and the voluntary withdrawal program per the Letter Agreement. We had a few follow up questions/requests for information as listed below following our discussion last week.

- How much did MWD recharge over the last three fiscal years (FY 2019/20, 2020/21, and anticipated for 2021/22)?
- Can you provide a copy of the approved Operations Plans for the parties who participated in the last three fiscal years (FY 2019/20, 2020/21, and anticipated for 2021/22)?
- Can you provide the baselines and the pumping reimbursement for the parties who participated in the last three fiscal years (FY 2019/20, 2020/21, and anticipated for 2021/22)?
- Can you provide a copy of the "Storage and Recovery Program Storage Agreement Between Chino Basin Watermaster, Inland Empire Utilities Agency, and Three Valleys Municipal Water District Regarding Implementation Of The Dry Year Yield Project" approved in 2004? This document is also referred to as the IEUA Storage Agreement by Watermaster.

Please let me know if you have any questions.

Thanks!

Courtney

**Courtney Jones, P.E.**

Water Resources and Regulatory Affairs Director



1425 S. Bon View Avenue

Ontario, CA 91761-4406

Phone: (909) 395-2640

E-mail: [cjones@ontarioca.gov](mailto:cjones@ontarioca.gov)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

1. How much did MWD recharge over the last three fiscal years (FY 2019/20, 2020/21, and anticipated for 2021/22)?
  - a. Please note that MWD does not anticipate recharging any water for fiscal year 2021/22.

	Month	Planned			Certified					
		Recharge	ASR	TAKES	Recharge	ASR	Losses	Basin Losses	TAKES***	
FY 16/17	June	6,000	-	-	6,318.7	-	3.8	-	-	
	July	6532	-	-	7,345.9	-	-	-	-	
	August	6532	-	-	7,074.8	-	6.7	-	-	
FY 17/18	September	6321	250	-	3,793.8	154.5	-	-	-	
	October	2923	250	-	4,538.1	277.6	249.2	-	-	
	November	1483	300	-	2,504.4	267.5	61.3	-	-	
	December	1222	400	-	3,639.3	276.4	285.8	-	-	
	January	1222	400	-	4,195.3	247.5	(86.0)	-	-	
	February	1222	400	-	-	316.2	-	-	-	
	March	1222	400	-	-	362.7	-	-	-	
	April	1696	100	-	-	287.0	-	-	-	
	May	4083	-	-	-	305.6	-	-	-	
	June	6144	-	-	-	-	-	4.4	-	
	FY 18/19	May	-	-	-	-	-	-	-	-
		June	5000	350	-	4413.5	389.4	185.4	-	-
FY 19/20	July	6000	350	2548	4314.0	457.8	181.2	-	2421.1	
	August	6000	350	2852	4803.9	434.2	201.8	-	2861.4	
	September	5000	350	2206	2218.6	403.3	144.5	-	2695	
	October	4000	350	1874	1842.5	277.3	105.8	-	2922.3	
	November	2000	350	1280	1223.5	267.6	44.0	-	1995.0	
	December	2000	350	971	1176.3	211.1	17.6	-	500	
	January	-	-	844	491.7	0	7.4	-	-	
	February	-	-	780	-	-	-	-	-	
	March	-	-	1204	-	-	-	-	-	
	April	-	-	1710	-	-	-	-	-	
	May	-	-	1988	-	-	-	-	1500	
	June	-	-	1743	-	-	-	32.2	2500	
FY 20/21**	July	-	-	-	-	-	-	-	2700	
	August	-	-	-	-	-	-	-	2500	
	September	-	-	-	-	-	-	-	2500	
	October***	-	-	-	-	-	-	-	5000	
	November	-	-	-	-	-	-	-	0	
	December	-	-	-	-	-	-	-	3500	
	January	-	-	-	-	-	-	-	-	
	February	-	-	-	-	-	-	-	-	
	March	-	-	-	-	-	-	-	-	
	April	-	-	-	-	-	-	-	2000	
	May	-	-	-	-	-	-	-	2600	
	June	-	-	-	-	-	-	-	2200	
<b>Subtotal</b>		<b>76,602</b>	<b>4,950</b>	<b>20,000</b>	<b>59,894.3</b>	<b>4,935.7</b>	<b>1,408.5</b>	<b>36.6</b>	<b>40,394.8</b>	

DYY Account Balance (June 2017-Present)	
<b>"PUTS"</b>	
Recharged water	58,449.22
ASR injection	4,935.70
<b>"TAKES"</b>	
CVWD	37,894.80
Fontana Water Co.	2,500.00
<b>TOTAL</b>	<b>22,990.12</b>

2. Can you provide a copy of the approved Operations Plan for the parties who participated in the last three fiscal years (FY 2019/20, 2020/21, and anticipated for 2021/22)?
  - a. Below is the approved Operations Plan for CVWD

CVWD	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY19/20	2,548	2,852	2,206	1,874	1,280	971	844	780	1,204	1,710	1,988	1,743	20,000
FY20/21	2,700	2,500	2,500	5,000	-	3,500	-	-	-	1,000	2,600	2,700	22,500
FY21/22	2,700	2,100	2,300	2,100	1,900	1,900	650	650	700	1,000	1,000	1,000	18,000

b. Below is the approved Operations Plan for FWC

FWC	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY19/20	-	-	-	-	-	-	-	-	-	-	-	-	-
FY20/21	-	-	-	2,500	-	-	-	-	-	-	-	-	2,500
FY21/22	1,000	1,000	1,000	1,000	-	-	150	150	150	150	200	200	5,000

3. Can you provide the baselines and the pumping reimbursement for the parties who participated in the last three fiscal years (FY 2019/20, 2020/21, and anticipated for 2021/22)?

a. Below are the baselines for CVWD and FWC

Please note that for the DYY the baseline is defined as the lesser of the 3-year average pumping or the sum of the party's share of the operating safe yield + the ag reallocation. Fontana was not an original member of the DYY.

CVWD	Baseline (AF)	FWC	Baseline (AF)
FY19/20	5,920.6	FY19/20	-
FY20/21	5,718.0	FY20/21	-
FY21/22	5,536.0	FY21/22	863.0

b. Below is the DYY credit for producing water from the DYY account.

DYY Power & O&M Credit	
FY19/20	\$ 298.67
FY20/21	\$ 374.00
FY21/22	\$ 389.00

4. Can you provide a copy of the "Storage and Recovery Program Storage Agreement Between Chino Basin Watermaster, Inland Empire Utilities Agency, and Three Valleys Municipal Water District Regarding Implementation Of The Dry Year Yield Project" approved in 2004? This document is also referred to as the IEUA Storage Agreement by Watermaster.

Please see attachment. This is the original program agreement. It is also posted on the Member Agency Portal under the DYY program.

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 action within. My business address is Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On February 15, 2023, I served the following:

1. DECLARATION OF COURTNEY JONES IN SUPPORT OF CITY OF ONTARIO'S MOTION CHALLENGING WATERMASTER'S NOVEMBER 17, 2022 DECISION TO APPROVE THE FY 2022/2023 ASSESSMENT PACKAGE

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

**See attached service list:** Mailing List 1

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

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

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

**See attached service list:** Master Email Distribution List

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

Executed on February 15, 2023 in Rancho Cucamonga, California.



---

By: Ruby Favela Quintero  
Chino Basin Watermaster



PAUL HOFER  
11248 S TURNER AVE  
ONTARIO, CA 91761

JEFF PIERSON  
2 HEXAM  
IRVINE, CA 92603

## **Ruby Favela Quintero**

---

**Contact Group Name:** Master Email Distribution List

**Categories:** Main Email Lists

**Members:**

Adrian Gomez	agomez@emeraldus.com
Alan Frost	Alan.Frost@dpw.sbcounty.gov
Alberto Mendoza	Alberto.Mendoza@cmc.com
Alejandro R. Reyes	arreyes@sgwater.com
Alexandria Moore	amoore@cbwm.org
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
Alyssa Coronado	acoronado@sarwc.com
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
Anna Nelson	atruongnelson@cbwm.org
Anthony Alberti	aalberti@sgwater.com
April Robitaille	arobitaille@bhfs.com
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@sgwater.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  
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  
City of Chino, Administration Department

administration@cityofchino.org  
cjones@ontarioca.gov  
CMiller@wmwd.com  
craig.stewart@wsp.com  
cifealy@fontanawater.com  
CBurton@cityofchino.org  
darrighi@sgvwater.com  
dmckinney@douglascountylaw.com  
dbobadilla@chinohills.org  
dkim@linklogistics.com  
daveargo46@icloud.com  
DCrosley@cityofchino.org  
daladjem@downeybrand.com  
ddejesus@tvmwd.com  
dhuynh@cbwm.org  
dawn.forgeur@stoel.com  
dgarzaro@ieua.org  
dmejia@ontarioca.gov  
dwilliams@geoscience-water.com  
dhoffman@fennemorelaw.com  
diana.frederick@cdcr.ca.gov  
edmeans@roadrunner.com  
etellezfoster@cbwm.org  
EduardoE@cvwdwater.com  
edward.kolodziej@ge.com  
ecalciano@hensleylawgroup.com  
elizabeth.ewens@stoel.com  
ESkrzat@cbwcd.org  
eric\_fordham@geopentech.com  
eric.garner@bbklaw.com  
ericg@cvwdwater.com  
erobinson@kmtg.com  
Eric.Papathakis@cdcr.ca.gov  
edtarango@fontanawater.com  
Erika.clement@sce.com

Eunice Ulloa	eulloa@cityofchino.org
Eunice Ulloa - City of Chino (eulloa@cityofchino.org)	
	eulloa@cityofchino.org
Evette Ounanian	EvetteO@cvwdwater.com
Frank Yoo	FrankY@cbwm.org
Fred Fudacz	ffudacz@nossaman.com
Fred Galante	fgalante@awattorneys.com
G. Michael Milhiser	Milhiser@hotmail.com
G. Michael Milhiser	directormilhiser@mvwd.org
Garrett Rapp	grapp@westyost.com
Gene Tanaka	Gene.Tanaka@bbklaw.com
Geoffrey Kamansky	gkamansky@niagarawater.com
Geoffrey Vanden Heuvel	geoffreyvh60@gmail.com
Gerald Yahr	yahrj@koll.com
Gina Gomez	ggomez@ontarioca.gov
Gina Nicholls	gnicholls@nossaman.com
Gino L. Filippi	Ginoffvine@aol.com
Gracie Torres	gtorres@wmwd.com
Grant Mann	GMann@dpw.sbcounty.gov
Greg Woodside	gwoodside@ocwd.com
Gregor Larabee	Gregor.Larabee@cdcr.ca.gov
Ha T. Nguyen	ha.nguyen@stoel.com
Henry DeHaan	Hdehaan1950@gmail.com
Irene Islas	irene.islas@bbklaw.com
James Curatalo	jamesc@cvwdwater.com
James Jenkins	cnomgr@airports.sbcounty.gov
Janelle S.H. Krattiger, Esq	janelle.krattiger@stoel.com
Janine Wilson	JWilson@cbwm.org
Jasmin A. Hall	jhall@ieua.org
Jason Marseilles	jmarseilles@ieua.org
Jason Pivovarovff	JPivovarovff@wmwd.com
Jayne Joy	Jayne.Joy@waterboards.ca.gov
Jean Cihigoyenetché	Jean@thejclawfirm.com
Jeff Evers	jevers@niagarawater.com
Jeff Mosher	jmosher@sawpa.org
Jeffrey L. Pierson	jpierson@intexcorp.com
Jenifer Ryan	jryan@kmtg.com
Jennifer Hy-Luk	jhyluk@ieua.org
Jeremy N. Jungries	jjungreis@rutan.com
Jesse Pompa	jpompa@jcsd.us
Jessie Ruedas	Jessie@thejclawfirm.com
Jim Markman	jmarkman@rwglaw.com
Jim W. Bowman	jbowman@ontarioca.gov
Jimmy Gutierrez - Law Offices of Jimmy Gutierrez	
	jimmylaredo@gmail.com
Jimmy L. Gutierrez	Jimmy@City-Attorney.com
Jimmy Medrano	Jaime.medrano2@cdcr.ca.gov
Jiwon Seung	JiwonS@cvwdwater.com
Joanne Chan	jchan@wwwd.org
Joao Feitoza	joao.feitoza@cmc.com
Jody Roberto	jroberto@tvmwd.com
Joe Graziano	jgraz4077@aol.com
Joe Joswiak	JJoswiak@cbwm.org

Joel Ignacio	jignacio@ieua.org
John Bosler	johnb@cvwdwater.com
John Harper	jrharper@harperburns.com
John Huitsing	johnhuitsing@gmail.com
John Lopez	jlopez@sarwc.com
John Lopez and Nathan Cole	customerservice@sarwc.com
John Mendoza	jmendoza@tvmwd.com
John Partridge	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	jaguilar1@wmwd.com
Justin Brokaw	jbrokaw@marygoldmutualwater.com
Justin Nakano	JNakano@cbwm.org
Justin Scott-Coe Ph. D.	jscottcoe@mvwd.org
Kaitlyn Dodson-Hamilton	kaitlyn@tdaenv.com
Karen Williams	kwilliams@sawpa.org
Kathleen Brundage	kathleen.brundage@californiasteel.com
Keith Person	keith.person@waterboards.ca.gov
Ken Waring	kwarling@jcsd.us
Kevin O'Toole	kotoole@ocwd.com
Kevin Sage	Ksage@IRMwater.com
kparker@katithewaterlady.com	kparker@katithewaterlady.com
Krista Paterson	Kpaterson@kmtg.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
Leon "Ken" Kazandjian	Leon.Kazandjian@cdcr.ca.gov
Linda Jadeski	ljadeski@wvwd.org
Liz Hurst	ehurst@ieua.org
Lorena Heredia	lheredia@ieua.org
Mallory Gandara	MGandara@wmwd.com
Manny Martinez	directormartinez@mvwd.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 Wiley	mwiley@chinohills.org
Marlene B. Wiman	mwiman@nossaman.com
Martin Cihigoyenetché	marty@thejclawfirm.com
Martin Rauch	martin@rauchcc.com
Martin Zvirbulis	mezvirbulis@sgvwater.com

Matthew H. Litchfield	mlitchfield@tvmwd.com
May Atencio	matencio@fontana.org
Melanie Trevino	Mtrevino@jcsd.us
Michael Adler	michael.adler@mcmcnet.net
Michael B. Brown, Esq.	michael.brown@stoel.com
Michael Fam	mfam@dpw.sbcounty.gov
Michael Mayer	Michael.Mayer@dpw.sbcounty.gov
Michael P. Thornton	mthornton@tkeengineering.com
Michelle Licea	mlicea@mvwd.org
Mike Gardner	mgardner@wmwd.com
Mike Maestas	mikem@cvwdwater.com
Miriam Garcia	mgarcia@ieua.org
mmarti47@yahoo.com	mmarti47@yahoo.com
Moore, Toby	TobyMoore@gswater.com
MWDProgram	MWDProgram@sdca.org
Nadia Aguirre	naguirre@tvmwd.com
Natalie Avila	navila@cityofchino.org
Natalie Costaglio	natalie.costaglio@mcmcnet.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
Paul Deutsch	paul.deutsch@woodplc.com
Paul Hofer	farmerhofer@aol.com
Paul Hofer	farmwatchtoo@aol.com
Paul S. Leon	pleon@ontarioca.gov
Pete Hall	pete.hall@cdcr.ca.gov
Pete Hall	rpetehall@gmail.com
Pete Vicario	PVicario@cityofchino.org
Peter Hettinga	peterhettinga@yahoo.com
Peter Kavounas	PKavounas@cbwm.org
Peter Rogers	progers@chinohills.org
Randy Visser	RVisser@sheppardmullin.com
Rebekah Walker	rwalker@jcsd.us
Richard Anderson	horsfly1@yahoo.com
Richard Rees	richard.rees@wsp.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	sjzielke@fontanawater.com
Shawnda M. Grady	sgrady@eslawfirm.com
Sheila D. Brown	sheila.brown@stoel.com
Shivaji Deshmukh	sdeshmukh@ieua.org
Sonya Barber	sbarber@ci.upland.ca.us
Sonya Zite	szite@wmwd.com
SRamirez@kmtg.com	SRamirez@kmtg.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
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
Sylvie Lee	slee@tvmwd.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
Terri Whitman	TWhitman@kmtg.com
Terry Catlin	tlcatlin@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
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@wwwd.org
Veva Weamer	vweamer@westyost.com
Victor Preciado	Victor_Preciado@ci.pomona.ca.us



Vivian Castro  
Wade Fultz  
WestWater Research, LLC  
William J Brunick  
William McDonnell  
William Urena

vcastro@cityofchino.org  
Wade.Fultz@cmc.com  
research@waterexchange.com  
bbrunick@bmblawoffice.com  
wmcdonnell@ieua.org  
wurena@emeraldus.com