FEE EXEMPT

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1	ELIZABETH P. EWENS (SB #213046)		
2	elizabeth.ewens@stoel.com MICHAEL B. BROWN (SB #179222)		
3	michael.brown@stoel.com WHITNEY A. BROWN (SB #324320)		
	whitney.brown@stoel.com STOEL RIVES LLP		
4	500 Capitol Mall, Suite 1600		
5	Sacramento, CA 95814 Telephone: 916.447.0700		
6	Facsimile: 916.447.4781	EXEMPT FROM FILING FEES	
7	Attorneys for City of Ontario	PURSUANT TO GOV. CODE, § 6103	
8	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
9	COUNTY OF SAI	N BERNARDINO	
10	CHINO BASIN MUNICIPAL WATER	Case No. RCVRS 51010	
11	DISTRICT, Plaintiff,	Assigned for all purposes to Honorable Gilbert G. Ochoa	
	·	DECLARATION OF COURTNEY	
13	V.	JONES IN SUPPORT OF COMBINED REPLY TO OPPOSITIONS TO	
14	CITY OF CHINO, et al.,	MOTION CHALLENGING	
1516	Defendants.	WATERMASTER'S NOVEMBER 17, 2022 ACTIONS/DECISION TO APPROVE FY 2022/2023 ASSESSMENT	
		PACKAGE	
17 18		Date: April 5, 2023 Time: 9:00 a.m.	
19		Dept: S24 Judge: Gilbert Ochoa	
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STOEL RIVES LLP ATTORNEYS AT LAW SACRAMENTO

DECLARATION

I, Courtney Jones, declare as follows:

- 1. I have personal knowledge of the facts stated in this Declaration and, if called as a witness, could and would testify competently to those facts.
- 2. I am the Water Resources and Regulatory Affairs Director at the City of Ontario ("Ontario") and have held that position since March 2021. Prior to March 2021, I was employed by Ontario as a Senior Associate Civil Engineer and subsequently the Water Resources Manager.
- 3. I make this Declaration in support of Ontario's Combined Reply to Oppositions to Motion Challenging Watermaster's November 17, 2022 Actions/Decision to Approve the FY 2022/2023 Assessment Package.
- 4. The Groundwater Storage Program Funding Agreement ("Funding Agreement") was approved through the Chino Basin Watermaster approval process in February 2003 and signed by MWD, IEUA, TVMWD, and Watermaster in June 2003. (See Request for Judicial Notice ("RJN"), filed February 15, 2023, Ex. 8.) This Funding Agreement was ultimately approved via a June 5, 2003 Court Order ("2003 Court Order"). (*Id.*, Ex. 9.) Included in the Funding Agreement as Exhibit G is a document entitled "Chino Basin Conjunctive Use 'Dry Year' Storage Project Performance Criteria." Attached hereto as **Exhibit 1** is a true and correct copy of Exhibit G to the Funding Agreement
- 5. In 2015, a proposed amendment to the 2003 Funding Agreement sought to make material changes to the DYY Program, including changes to the parties' performance criteria in Exhibit G. Amendment No. 8 was approved through the Watermaster Approval Process and fully executed by January 23, 2015. (See RJN, Ex. 16.) Attached hereto as **Exhibit 2** is a true and correct copy of the revised Exhibit G to Amendment No. 8.

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1	I declare under penalty of perjury under the laws of the State of California that the foregoing
2	is true and correct.
3	Executed on this 28th day of March, 2023, at Ontario, California.
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5	Courtney Jones Courtney Jones
6	Courtney Jones ()
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Chino Basin Conjunctive Use "Dry Year" Storage Project Performance Criteria

Metropolitan may, on fifteen (15) days notice, require Program Agency to meet the objectives of the project as follows:

- 1) IEUA and TVMWD agree to reduce imported water deliveries by approximately 33,000 AF from the preceding 12 month period during the next 12 month period; and
- 2) IEUA, TVMWD and Chino Basin Watermaster through their agreements with Operating Parties will cause to be pumped during the next 12 months 33,000 AF from the Metropolitan Storage Account; and
- 3) Chino Basin pumping by the Operating Parties in the Dry Year program within the Chino Basin appropriative pool will increase over the previous year by 33,000 AF.

All three performance targets do not need to be met precisely (+ or - 10 percent.) As an example, IEUA and TVMWD would meet the objectives of the program if all three of the following occurred:

30,000 AF	Reduced imported full service deliveries when compared to the preceding
	12 months.
31,000 AF	Pump from Metropolitan Storage Account.
34,000 AF	Increase pumping by Operating Parties, when compared to the preceding
	year.

However, the Operating Committee may mutually agree that performance targets are met even though a performance target is not met(a scenario when retail conservation were to exceed 15 – 25 percent or if other local supplies were developed, e.g., dramatic increase in recycled water use, may reduce the opportunity for the retail agencies to pump 33,000 AF from the Metropolitan Storage Account.) In this case, the Operating Committee would need to agree on the variance procedures for accepting a modified performance target after the episode. It should be generally agreed that additional use and production of all local supplies native to the Chino Basin area should not be restricted or cause IEUA, TVMWD or Chino Basin Watermaster (or the Operating Parties) to be out of compliance of the performance target. It should also be agreed that if IEUA and TVMWD retailers demand firm water from Metropolitan over the twelve month period, the pumped water would come from the Metropolitan Storage Account up to 33,000AF.

The objective of the program is to provide 33,000 acre-feet of additional pumping capacity in the Chino Basin for dry year use, to allow Metropolitan, IEUA and TVMWD the flexibility to utilize the Facilities in the most efficient manner possible (including normal year and wet years) and to ensure that upon a call of Metropolitan's stored water, Facilities will be used to provide an additional supply of water to meet IEUA's and TVMWD's needs. A partial call will be addressed through a pro rata performance of all three objectives.

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

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

Performance

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

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

Chino Groundwater Baseline

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

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

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

Imported Water Baseline

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

In-Lieu Storage Guidelines

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

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

Operating Committee

Baseline Adjustments

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

Performance Targets

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

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

C.

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

Examples

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

Example 1 - Base Example

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

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

Example 2 – Increase in Local Supply Capacity

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

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

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

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

Call Amount	33,000 AF
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Baseline Service Connection Deliveries (-3,000 AF) 67,000 AF

Call Year Service Connection Deliveries 40,000 AF

Reduction at Service Connection 27,000 AF

Baseline Groundwater Production (-2,000 AF) 78,000 AF

Call Year Groundwater Production 95,000 AF
Increase in Groundwater Production 17,000 AF

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

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

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

Call Amount	33,000 AF

Adjusted Baseline Service Connection Deliveries (+5,000 AF)

Call Year Service Connection Deliveries

45,000 AF

45,000 AF

Reduction at Service Connection 30,000 AF

Adjusted Baseline Groundwater Production (-5,000 AF)

Call Year Groundwater Production

75,000 AF

90,000 AF

Increase in Groundwater Production 15,000 AF

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

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

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

Example 5 - Water Supply Allocation Overlap

Call Amount	33,000 AF
WSAP Level 2	10%
Baseline Service Connection Deliveries	60,000 AF
WSAP Adjusted Baseline Service Connection Deliveries	55,000 AF *
Call Year Service Connection Deliveries	40,000 AF
Reduction at Service Connection	15,000 AF
Deather Committee Deather	00 000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>100,000 AF</u>

^{*}For illustrative purposes only.

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

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

20,000 AF

Example 6 – 10 Percent Performance Range

Increase in Groundwater Production

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

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

Example 7 - Non-Performance

Call amount	33,000 AF

Baseline Service Connection Deliveries	60,000 AF
Call Year Service Connection Deliveries	<u>45,000 AF</u>
Reduction at Service Connection	15,000 AF

Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	95,000 AF
Increase in Groundwater Production	15,000 AF

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

Example 8 - "Agency A" In-lieu Storage

Baseline Service Connection Deliveries	15,000 AF
Storage Year Service Connection Deliveries	20,000 AF
Increase at Service Connection	5,000 AF

Baseline Groundwater Production	20,000 AF
Storage Year Groundwater Production	<u>10,000 AF</u>
Decrease in Groundwater Production	10,000 AF

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

CHINO BASIN WATERMASTER

Case No. RCVRS 51010

Chino Basin Municipal Water District v. City of Chino, et al.

PROOF OF SERVICE

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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 March 28, 2023, I served the following:

	 DECLARATION OF COURTNEY JONES IN SUPPORT OF COMBINED REPLY TO OPPOSITIONS TO MOTION CHALLENGING WATERMASTER'S NOVEMBER 17, 2022 ACTIONS/DECISION TO APPROVE FY 2022/2023 ASSESSMENT PACKAGE
/ <u>X</u> /	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.
<u>/ X /</u>	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 March 28, 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 Alan Frost

Alberto Mendoza

Alejandro R. Reyes Alexandria Moore

Alexis Mascarinas

Alfonso Ruiz

Allen Hubsch

Alma Heustis

Alonso Jurado

Alyssa Coronado

Amanda Coker

Amer Jakher

Amy Bonczewski

Andrew Gagen

Andy Campbell

Andy Malone

Angelica Todd

Anna Nelson

Anthony Alberti

April Robitaille

Art Bennett

Arthur Kidman

Ashok Dhingra

Ben Lewis

Ben Peralta

Benjamin M. Weink

Beth.McHenry

Betty Anderson

Bill Schwartz

Bob Bowcock

Bob DiPrimio

Bob Feenstra

D | | | |

Bob Kuhn

Bob Kuhn Bob Page

D. III.

Brad Herrema

Braden Yu

Bradley Jensen

Brandi Belmontes

Brandi Goodman-Decoud

Brandon Howard

Brenda Fowler

Brent Yamasaki

Brian Dickinson

Brian Geye

Brian Lee

brian Lee

Bryan Smith

Carmen Sierra

Carol Boyd

Carolina Sanchez

agomez@emeraldus.com

Alan.Frost@dpw.sbcounty.gov

Alberto.Mendoza@cmc.com

arreyes@sgvwater.com

amoore@cbwm.org

AMascarinas@ontarioca.gov

alfonso.ruiz@cmc.com

ahubsch@hubschlaw.com

alma.heustis@californiasteel.com

ajurado@cbwm.org

acoronado@sarwc.com

amandac@cvwdwater.com

AJakher@cityofchino.org

ABonczewski@ontarioca.gov

agagen@kidmanlaw.com

acampbell@ieua.org

amalone@westyost.com

angelica.todd@ge.com

atruongnelson@cbwm.org

aalberti@sqvwater.com

arobitaille@bhfs.com

citycouncil@chinohills.org

akidman@kidmanlaw.com

ash@akdconsulting.com

benjamin.lewis@gswater.com

bperalta@tvmwd.com

ben.weink@tetratech.com

Beth.McHenry@hoferranch.com

banderson@jcsd.us

bschwartz@mvwd.org

bbowcock@irmwater.com

rjdiprimio@sgvwater.com

bobfeenstra@gmail.com

bkuhn@tvmwd.com

bgkuhn@aol.com

Bob.Page@rov.sbcounty.gov

bherrema@bhfs.com

Byu@ci.upland.ca.us

bradley.jensen@cao.sbcounty.gov

BBelmontes@ontarioca.gov

bgdecoud@mvwd.org

brahoward@niagarawater.com

balee@fontanawater.com

byamasaki@mwdh2o.com

bdickinson65@gmail.com

bgeye@autoclubspeedway.com

blee@sawaterco.com

bsmith@jcsd.us

carmens@cvwdwater.com

Carol.Boyd@doj.ca.gov

csanchez@westyost.com

Casey Costa Cassandra Hooks ccosta@chinodesalter.org chooks@niagarawater.com

Cathleen Pieroni - Inland Empire Utilities Agency (cpieroni@ieua.org)

Chad Blais Chander Letulle Charles Field Charles Moorrees Chino Hills City Council

cletulle@jcsd.us cdfield@att.net cmoorrees@sawaterco.com

cblais@ci.norco.ca.us

cpieroni@ieua.org

Chris Berch Chris Diggs Christiana Daisy Christofer Coppinger citycouncil@chinohills.org cberch@jcsd.us Chris_Diggs@ci.pomona.ca.us

Christopher M. Sanders Christopher Quach Christopher R. Guillen

cdaisy@ieua.org

Cindy Cisneros

ccoppinger@geoscience-water.com

Cindy Li City of Chino, Administration Department cms@eslawfirm.com cquach@ontarioca.gov cguillen@bhfs.com cindyc@cvwdwater.com Cindy.li@waterboards.ca.gov

administration@cityofchino.org

cjjones@ontarioca.gov CMiller@wmwd.com craig.stewart@wsp.com cifealy@fontanawater.com CBurton@cityofchino.org darrighi@sqvwater.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

elin@ieua.org

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

Courtney Jones Craig Miller Craig Stewart Cris Fealy **Curtis Burton** Dan Arrighi Dan McKinney Daniel Bobadilla Danny Kim

Dave Argo **Dave Crosley** David Aladjem David De Jesus David Huynh Dawn Forgeur Denise Garzaro Dennis Meija Dennis Williams Derek Hoffman

Diana Frederick

Ed Means

Eddie Lin (elin@ieua.org) **Edgar Tellez Foster** Eduardo Espinoza Edward Kolodziej Elizabeth M. Calciano Elizabeth P. Ewens Elizabeth Skrzat Eric Fordham

Eric Garner Eric Grubb

Eric N. Robinson Eric Papathakis

Eric Tarango Erika Clement Eunice Ulloa

Eunice Ulloa - City of Chino (eulloa@cityofchino.org)

edtarango@fontanawater.com

Erika.clement@sce.com eulloa@cityofchino.org

Eunice office - City of Chino (eulloa@cityofchino.org

Evette Ounanian

Frank Yoo Fred Fudacz Fred Galante G. Michael Milhiser G. Michael Milhiser 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

Janelle S.H. Krattiger, Esq.

Janine Wilson Jasmin A. Hall Jason Marseilles Jason Pivovaroff Jayne Joy

James Jenkins

Jean Cihigoyenetche

Jeff Evers
Jeff Mosher
Jeffrey L. Pierson
Jenifer Ryan
Jennifer Hy-Luk
Jeremy N. Jungries
Jesse Pompa
Jessie Ruedas

Jim W. Bowman
Jimmy Gutierrez - Law Offices of Jimmy Gutierrez

Jimmy L. Gutierrez Jimmy Medrano Jiwon Seung

Joanne Chan Joao Feitoza Jody Roberto

Jim Markman

eulloa@cityofchino.org EvetteO@cvwdwater.com

FrankY@cbwm.org
ffudacz@nossaman.com
fgalante@awattorneys.com
Milhiser@hotmail.com
directormilhiser@mvwd.org
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 janelle.krattiger@stoel.com

JWilson@cbwm.org jhall@ieua.org jmarseilles@ieua.org JPivovaroff@wmwd.com Jayne.Joy@waterboards.ca.gov

Jean@thejclawfirm.com jevers@niagarawater.com jmosher@sawpa.org jpierson@intexcorp.com

jryan@kmtg.com jhyluk@ieua.org jjungreis@rutan.com jpompa@jcsd.us

Jessie@thejclawfirm.com jmarkman@rwglaw.com jbowman@ontarioca.gov

jimmylaredo@gmail.com Jimmy@City-Attorney.com Jaime.medrano2@cdcr.ca.gov JiwonS@cvwdwater.com

jchan@wvwd.org joao.feitoza@cmc.com jroberto@tvmwd.com Joe Graziano
Joe Joswiak
Joel Ignacio
John Bosler
John Harper
John Huitsing
John Lopez

John Lopez and Nathan Cole

John Mendoza
John Partridge
John Russ
John Schatz
John Thornton
Jose A Galindo
Josh Swift
Joshua Aguilar
Justin Brokaw
Justin Nakano

Justin Scott-Coe Ph. D. Kaitlyn Dodson-Hamilton

Karen Williams Kathleen Brundage

Keith Person

Kelli Hills (khills@cbwm.org)

Kelly Ridenour Ken Waring Kevin O'Toole Kevin Sage

kparker@katithewaterlady.com

Krista Paterson
Kristina Robb
Kurt Berchtold
Kyle Brochard
Kyle Snay
Laura Mantilla
Laura Roughton
Laura Yraceburu

Lauren V. Neuhaus, Esq.

Lee McElhaney

Linda Jadeski

Leon (Kaz) Kazandjian

Liz Hurst Lorena Heredia Mallory Gandara Manny Martinez Marcella Correa Marco Tule Maria Ayala

Maria Insixiengmay Maria Mendoza Maribel Sosa Marilyn Levin Mark D. Hensley jgraz 4077@aol.com JJoswiak@cbwm.org jignacio@ieua.org johnb@cvwdwater.com jrharper@harperburns.com johnhuitsing@gmail.com

ilopez@sarwc.com

customerservice@sarwc.com jmendoza@tvmwd.com jpartridge@angelica.com

jruss@ieua.org jschatz13@cox.net

JThorntonPE@H2OExpert.net Jose.A.Galindo@linde.com jmswift@fontanawater.com jaguilar1@wmwd.com

jbrokaw@marygoldmutualwater.com

JNakano@cbwm.org jscottcoe@mvwd.org kaitlyn@tdaenv.com kwilliams@sawpa.org

kathleen.brundage@californiasteel.com keith.person@waterboards.ca.gov

khills@cbwm.org

KRIDENOUR@fennemorelaw.com

kwaring@jcsd.us kotoole@ocwd.com Ksage@IRMwater.com

kparker@katithewaterlady.com

Kpaterson@kmtg.com
KRobb@cc.sbcounty.gov
kberchtold@gmail.com
KBrochard@rwglaw.com
kylesnay@gswater.com
lmantilla@ieua.org
lroughton@wmwd.com
lyraceburu@bhfs.com
lauren.neuhaus@stoel.com
lmcelhaney@bmklawplc.com
Leon.Kazandjian@cdcr.ca.gov

ljadeski@wvwd.org ehurst@ieua.org lheredia@ieua.org MGandara@wmwd.com directormartinez@mvwd.org MCorrea@rwglaw.com

mtule@ieua.org mayala@jcsd.us

Maria.Insixiengmay@cc.sbcounty.gov

mmendoza@westyost.com msosa@ci.pomona.ca.us marilyn.levin@doj.ca.gov

mhensley@hensleylawgroup.com

Mark Wiley

Marlene B. Wiman Martin Cihiqoyenetche

Martin Rauch Martin Zvirbulis Matthew H. Litchfield

May Atencio Melanie Trevino Michael Adler

Michael B. Brown, Esq.

Michael Fam Michael Hurley Michael Mayer Michael P. Thornton

Michelle Licea Mike Gardner Mike Maestas Miriam Garcia

mmarti47@yahoo.com

Monica Nelson (mnelson@ieua.org)

Moore, Toby
MWDProgram
Nadia Aguirre
Natalie Avila
Natalie Costaglio
Nathan deBoom
Neetu Gupta
Nichole Horton
Nick Jacobs
Nicole deMoet
Nicole Escalante

Noah Golden-Krasner

Paul Deutsch
Paul Hofer
Paul Hofer
Paul S. Leon
Pete Hall
Pete Vicario
Peter Hettinga
Peter Kavounas
Peter Rogers
Randy Visser
Rebekah Walker
Richard Anderson

Rickey S. Manbahal

Rita Pro

Richard Rees

Robert C. Hawkins Robert DeLoach Robert E. Donlan Robert Neufeld Robert Wagner mwiley@chinohills.org mwiman@nossaman.com marty@thejclawfirm.com martin@rauchcc.com mezvirbulis@sgvwater.com mlitchfield@tvmwd.com matencio@fontana.org Mtrevino@jcsd.us

michael.adler@mcmcnet.net michael.brown@stoel.com mfam@dpw.sbcounty.gov

mhurley@ieua.org

Michael.Mayer@dpw.sbcounty.gov mthornton@tkeengineering.com

mlicea@mvwd.org
mgardner@wmwd.com
mikem@cvwdwater.com
mgarcia@ieua.org
mmarti47@yahoo.com
mnelson@ieua.org
TobyMooro@gswater.co

TobyMoore@gswater.com MWDProgram@sdcwa.org naguirre@tvmwd.com navila@cityofchino.org

natalie.costaglio@mcmcnet.net

n8deboom@gmail.com ngupta@ieua.org

Nichole.Horton@pomonaca.gov njacobs@somachlaw.com ndemoet@ci.upland.ca.us NEscalante@ontarioca.gov Noah.goldenkrasner@doj.ca.gov paul.deutsch@woodplc.com

farmerhofer@aol.com farmwatchtoo@aol.com pleon@ontarioca.gov pete.hall@cdcr.ca.gov rpetehall@gmail.com PVicario@cityofchino.org peterhettinga@yahoo.com PKavounas@cbwm.org progers@chinohills.org RVisser@sheppardmullin.com

rwalker@jcsd.us horsfly1@yahoo.com richard.rees@wsp.com smanbahal@wvwd.org rpro@cityofchino.org RHawkins@earthlink.net robertadeloach1@gmail.com

red@eslawfirm.com robneu1@yahoo.com rwagner@wbecorp.com Ron Craig

Ron LaBrucherie, Jr. Ronald C. Pietersma

Ruben Llamas
Ruby Favela
Ryan Shaw
Sam Nelson
Sam Rubenstein
Sandra S. Rose
Sarah Foley
Scott Burton
Scott Slater
Seth J. Zielke

Shawnda M. Grady Sheila D. Brown Shivaji Deshmukh

Sonya Barber Sonya Zite

SRamirez@kmtg.com Stephanie Reimer Stephen Deitsch Steve Kennedy Steve M. Anderson

Steve Nix Steve Riboli Steve Smith

Steven Andrews Engineering

Steven Flower Steven J. Elie Steven J. Elie Steven Popelar Steven Raughley Susan Palmer Sylvie Lee

Tammi Ford
Tariq Awan
Tarren Torres
Taya Victorino
Teri Layton
Terri Whitman
Terry Catlin

Tim Barr
Tim Kellett
Tim Moore
Timothy Ryan
Toby Moore
Tom Barnes

Tom Bunn

Tom Cruikshank

Tom Dodson (tda@tdaenv.com)

Tom Harder Tom McPeters Tom O'Neill Rcraig21@icloud.com

ronLaBrucherie@gmail.com

rcpietersma@aol.com rllamas71@yahoo.com rfavela@cbwm.org

RShaw@wmwd.com snelson@ci.norco.ca.us srubenstein@wpcarey.com

directorrose@mvwd.org Sarah.Foley@bbklaw.com sburton@ontarioca.gov

sslater@bhfs.com

sjzielke@fontanawater.com sgrady@eslawfirm.com sheila.brown@stoel.com sdeshmukh@ieua.org sbarber@ci.upland.ca.us szite@wmwd.com

SRamirez@kmtg.com SReimer@mvwd.org

stephen.deitsch@bbklaw.com skennedy@bmklawplc.com steve.anderson@bbklaw.com

snix@ci.upland.ca.us

steve.riboli@sanantoniowinery.com

ssmith@ieua.org

sandrews@sandrewsengineering.com

sflower@rwglaw.com selie@ieua.org s.elie@mpglaw.com spopelar@jcsd.us

Steven.Raughley@isd.sbcounty.gov

spalmer@kidmanlaw.com

slee@tvmwd.com
tford@wmwd.com
Tariq.Awan@cdcr.ca.gov
tarren@egoscuelaw.com
tayav@cvwdwater.com
tlayton@sawaterco.com
TWhitman@kmtg.com
tlcatlin@wfajpa.org
tbarr@wmwd.com
tkellett@tvmwd.com
tmoore@westyost.com

tkellett@tvmwd.com tmoore@westyost.com tjryan@sgvwater.com TobyMoore@gswater.com tbarnes@esassoc.com TomBunn@Lagerlof.com tcruikshank@linklogistics.com

tda@tdaenv.com

tharder@thomashardercompany.com

THMcP@aol.com

toneill@chinodesalter.org

Toni Medell
Tony Long
Toyasha Sebbag
Tracy J. Egoscue
Van Jew
Veva Weamer
Victor Preciado
Vivian Castro
Wade Fultz
WestWater Research, LLC
William J Brunick
William McDonnell

William Urena

mmedel@mbakerintl.com
tlong@angelica.com
tsebbag@cbwcd.org
tracy@egoscuelaw.com
vjew@wvwd.org
vweamer@westyost.com
Victor_Preciado@ci.pomona.ca.us
vcastro@cityofchino.org
Wade.Fultz@cmc.com
research@waterexchange.com
bbrunick@bmblawoffice.com
wmcdonnell@ieua.org
wurena@emeraldus.com