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Attorneys for
CHINO BASIN WATERMASTER

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

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

CITY OF CHINO, ET AL.,

Defendants.

Case No. RCV RS 51010

[Assigned for All Purposes to the
Honorable Gilbert G. Ochoa]

NOTICE OF ENTRY OF ORDERS

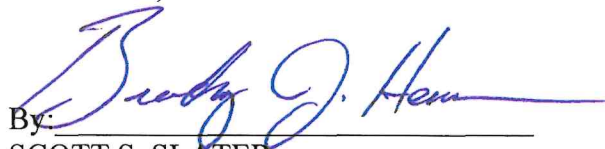
TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 12, 2025, at 10:00 a.m., in Department R17 of the above-entitled Court, the Chino Basin Watermaster's (Watermaster") Motion for Court to Receive and File Watermaster Semi-Annual OBMP Status Report 2024-2, Motion for Extension of Time to Complete the Safe Yield Evaluation ("Safe Yield Evaluation Motion"), and Inland Empire Utilities Agency Motion for Attorney's Fees and Costs ("IEUA Motion") came on for hearing in the above-captioned matter. Having considered the briefing submitted and all supporting documents filed concurrently therewith, the Honorable Gilbert G. Ochoa entered an Order to receive and file Watermaster Semi-Annual OBMP Status Report 2024-2 attached to this Notice as **Exhibit A**, and adopted tentative rulings as final rulings for the Safe Yield Evaluation

1 Motion, and IEUA Motion, copies of which are attached to this Notice as **Exhibit B, and Exhibit**
2 **C**, respectively.

3 Dated: September 16, 2025

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

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By: _____
7 SCOTT S. SLATER
8 BRADLEY J. HERREMA
9 BENJAMIN MARKHAM
Attorneys for
CHINO BASIN WATERMASTER

PROOF OF SERVICE

OPV Coalition, et al. v. Pleasant Valley County Water District
Santa Barbara County Superior Court, Case No. VENCI00555357

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles. My business address is 2029 Century Park East, Suite 950, Los Angeles, California 90067.

On September 17, 2025, I served true copies of the following document(s) described as:

NOTICE OF ENTRY OF ORDERS

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ **(BY ELECTRONIC TRANSMISSION)** Based on a Court Order, I served true and correct copies of the documents electronically via third-party cloud service, **CASE ANYWHERE** to the parties on the service list for this case. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on September 16, 2025, at Los Angeles, California.

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Exhibit A

RULINGS FOR September 12, 2025
Department R17 - Judge Gilbert G. Ochoa

This court follows California Rules of Court, rule 3.1308(a) (1) for tentative rulings. (See San Bernardino Superior Court Local Emergency Rule 8.) Tentative rulings for each law & motion will be posted on the internet (<https://www.sb-court.org>) by 3:00 p.m. on the court day immediately before the hearing.

If you do not have internet access or if you experience difficulty with the posted tentative ruling, you may obtain the tentative ruling by calling the Administrative Assistant. You may appear in person at the hearing but personal appearance is not required and remote appearance by CourtCall is preferred during the Pandemic. (See www.sbcourt.org/general-information/remote-access)

If you wish to submit on the ruling, call the Court, check-in and state that you will be submitting on the Tentative, and your appearance is not necessary. But you must check in.

If both sides do not appear, the tentative will simply become the ruling.

If any party submits on the tentative, the Court will not alter the tentative and it will become the ruling.

If one party wants to argue, Court will hear argument but will not change the tentative.

If the Court does decide to modify tentative after argument, then a further hearing for oral argument will be reset for both parties to be heard at the same time by the Court.

This procedure is meant to minimize your waiting time in Court.

Chino Basin Muni Water District vs. City of Chino

Motion: Motion to Receive and File Watermaster Semi-Annual Report

Movant: Chino Basin Watermaster

Respondent: All Other Parties

Ruling: Granted. No opposition was presented. Orders signed.

Movant to give Notice.

Dated- 9-12-25



Judge
Gilbert G. Ochoa



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

SEP 12 2025

BY 
STEPHANIE HERNANDEZ, DEPUTY

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FEE EXEMPT

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

SEP 12 2025

BY Stephanie Hernandez
STEPHANIE HERNANDEZ, DEPUTY

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

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendant.

Case No. RCVRS51010

[Assigned for All Purposes to the Honorable
Gilbert G. Ochoa]

**[PROPOSED] ORDER GRANTING
MOTION FOR COURT TO RECEIVE
AND FILE WATERMASTER SEMI-
ANNUAL OBMP STATUS REPORT 2024-2**

1 SEP 12 2025

2 ~~PROPOSED~~ ORDER

3 On ~~June 6, 2025~~, in Department R17 of the above-entitled Court, the Chino Basin
4 Watermaster's ("Watermaster") Motion for Court to Receive and File Watermaster Semi-Annual
5 OBMP Status Report 2024-2 came on regularly for hearing in the above-captioned matter.
6 Having read and considered the papers and heard the arguments of counsel, if any, the Motion is
7 **GRANTED.** The Court hereby receives and files the Semi-Annual OBMP Status Report 2024-2.

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9 Dated: 9-12-25



10 *[Signature]*
11 Hon. Gilbert G. Ochoa
12 Judge of the Superior Court
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
HANFORD-SUGARMONGA DISTRICT

SEP 12 2025

Optimum Basin Management Program

Staff Status Report 2024-2: July to December 2024



CHINO BASIN WATERMASTER

BY Stephanie Hernandez
STEPHANIE HERNANDEZ, DEPUTY

Highlighted Activities

- About 300 manual water level measurements from 35 private and 12 municipal supply wells were taken; two quarterly data downloads were conducted from 140 pressure transducers installed at various well sites; groundwater quality samples from three near river wells and four quarterly surface water quality samples from two sites were taken. Also during this reporting period, Watermaster collected groundwater quality samples from 11 MZ3 monitoring wells, 21 HCMP monitoring wells, 17 PBHSP monitoring wells, and 22 private wells.
- Pursuant to the requirement of the Peace II Subsequent Environmental Impact Report (SEIR), Watermaster, the Inland Empire Utilities Agency (IEUA), and the Orange County Water District (OCWD) continued to implement the Prado Basin Habitat Sustainability Program (PBHSP). During the reporting period, Watermaster conducted two quarterly downloads of pressure transducers at the 18 PBHSP monitoring wells, collected quarterly water quality parameters at four surface water sites, collected and reviewed riparian habitat remote sensing data for water year 2024, and collected a high-resolution air photo for the Prado Basin area.
- Watermaster, in collaboration with the IEUA, initiated a new monitoring program in August 2024 to collect surface water quality samples from eight sites along Chino Creek on a monthly basis. This program aims to gather sufficient data to support the state-wide assessment of impaired water bodies. During this reporting period, 40 quarterly surface water quality samples were collected and sent to IEUA laboratories for analysis.
- Pursuant to the Chino Basin Subsidence Management Plan, Watermaster continued to implement the Ground-Level Monitoring Program (GLMP) for the MZ-1 and Northwest MZ1 areas. Watermaster collected, processed, and checked groundwater level data and aquifer-system deformation data from the Ayala Park, Chino Creek, and Pomona extensometer facilities, and groundwater production data from wells in Northwest MZ-1; continued high-resolution water-level monitoring at about 30 wells within the MZ-1 Managed Area and the Areas of Subsidence Concern; conducted one committee meeting in October 2024; and prepared the draft and final 2023-24 Annual Report for the Ground-Level Monitoring Program.
- Watermaster finalized the technical memorandum on the 1D Model Simulation of Subsidence in Northwest MZ-1— Subsidence Management Alternative #1, which included a recommended "Northwest MZ-1 Guidance Level" to slow down rates of compaction and subsidence in Northwest MZ-1 area. Watermaster began work to construct and calibrate three new 1D Models in Ontario, near the CDA well field, and Ayala Park Extensometer.
- Watermaster and the IEUA continued to implement the 2013 Amendment to the 2010 Recharge Master Plan Update (2013 RMPU). Construction of the Wineville/Jurupa/RP3 continued, and the Lower Day project was completed. IEUA submitted a grant application for the Montclair Basins project which is delayed, and the updated project completion date is fall 2026. Watermaster and the IEUA recharged a total of 26,098 acre-feet of water: 748 acre-feet of stormwater, 9,373 acre-feet of recycled water, and 15,977 acre-feet of imported water.
- Watermaster and the IEUA continued to implement the Maximum Benefit Salt and Nutrient Management Plan and provide support to the Santa Ana Water Board staff on the Basin Plan amendment to update the commitments and requirements for the Maximum Benefit Salt and Nutrient Management Plan.
- Watermaster continued to implement elements of the 2017 Court Order, including the completion of the annual data collection and evaluation process covering the period through fiscal year 2022/23, and the continuation of the process to reevaluate the Safe Yield of the Chino Basin for the period of fiscal year 2021 through 2030.
- In December 2024, Watermaster filed a motion to approve an increase in the Safe Storage Capacity of the Chino Basin to 900,000 acre-feet through June 30, 2040.

Important Court Hearings and Orders

- **NOVEMBER 15, 2024:**
HEARING ON: 1) THE APPROPRIATE POOL'S MOTION FOR AWARD OF EXPENSES, INCLUDING ATTORNEY FEES PER CONTRACT AND CIVIL CODE SECTION 1717; 2) WATERMASTER'S MOTION FOR COURT TO RECEIVE AND FILE WATERMASTER SEMI-ANNUAL OBMP STATUS REPORT 2024-1; AND ORDER GRANTING WATERMASTER'S MOTION FOR COURT TO RECEIVE AND FILE WATERMASTER SEMI-ANNUAL OBMP STATUS REPORT 2024-1

Optimum Basin Management Program

Program Element 1: Develop and Implement a Comprehensive Monitoring Program

Fundamental to the implementation of the OBMP Program Elements are the monitoring and data collection efforts performed in accordance with Program Element 1, including monitoring basin hydrology, production, recharge, groundwater levels, groundwater quality, and ground-level movement. Various monitoring programs have and will continue to be refined over time to satisfy the evolving needs of Watermaster and the IEUA, such as new regulatory requirements and improved data coverage. Monitoring is performed by basin pumpers, Watermaster staff, and other cooperating entities as follows.

Groundwater Level Monitoring

Watermaster's basin-wide groundwater-level monitoring program supports the periodic reassessment of Safe Yield, the monitoring and management of ground-level movement, the impact analysis of desalter pumping, the impact analysis of the implementation of the Peace II Agreement on groundwater levels and riparian vegetation in the Prado Basin, the triennial recomputation of ambient water quality mandated by the Water Quality Control Plan for the Santa Ana River Basin (Basin Plan), and the assessment of Hydraulic Control—a maximum-benefit commitment in the Basin Plan. The data are also used to update and recalibrate Watermaster's computer-simulated groundwater flow model in order to assess groundwater flow directions, to compute storage changes, to support interpretations of water quality data, recompute the safe yield, and to identify areas of the basin where recharge and discharge are not in balance.

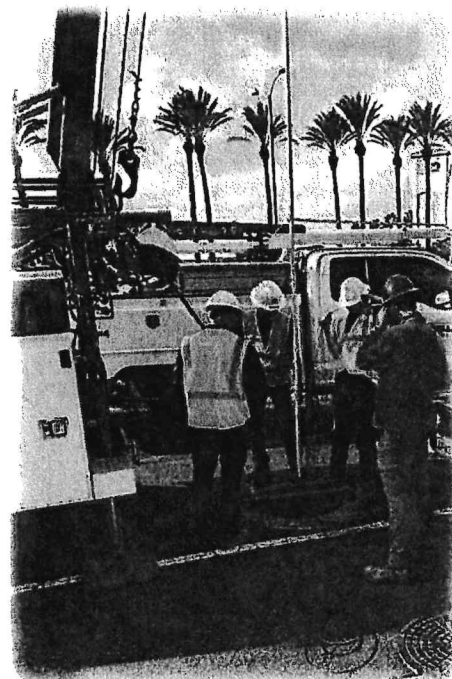
The current groundwater-level monitoring program is comprised of approximately 1,150 wells. At about 960 of these wells, groundwater levels are measured by well owners, which include municipal water agencies, the California Department of Toxic Substances Control (DTSC), the Counties, and various private consulting firms. Watermaster collects these groundwater level data semi-annually from the well owners. At the remaining 190 wells, groundwater levels are measured monthly by Watermaster staff using manual methods or by pressure transducers that record data on a 15-minute interval. These wells are mainly Agricultural Pool wells or dedicated monitoring wells located south of the 60 freeway.

All groundwater-level data are checked and uploaded to a centralized database management system that can be accessed online through HydroDaVESM. During this reporting period, Watermaster measured approximately 300 groundwater levels at about 38 private wells and 12 municipal supply wells throughout the Chino Basin and conducted two quarterly downloads of about 140 pressure transducers installed in private, municipal, and monitoring wells. Additionally, Watermaster compiled all available groundwater level data from well owners in the basin for the April to September 2024 period.

Groundwater Quality Monitoring

Watermaster initiated a comprehensive groundwater-quality monitoring program in which the obtained data may be used for: the biennial *Chino Basin OBMP State of the Basin* report, the triennial re-computation of ambient water quality, the demonstration of Hydraulic Control—a maximum-benefit commitment in the Basin Plan, monitoring of nonpoint-source groundwater contamination and plumes associated with point-source contamination, and assessing the overall health of the groundwater basin. Groundwater-quality data are also used in conjunction with numerical models to assist Watermaster and other parties in evaluating proposed salinity management and groundwater remediation strategies. The details of the groundwater-quality monitoring programs as of fiscal year 2024/25 are described below.

Chino Basin Data Collection (CBDC). Watermaster routinely and proactively collects groundwater-quality data from well owners including municipal and governmental agencies. Groundwater quality data are also obtained from special studies and monitoring required by orders of the Santa Ana Regional Water Quality Control Board (Santa Ana Water Board)—such as for landfills and other groundwater quality investigations, the DTSC, the US Geological Survey (USGS), and others. These data are collected semi-annually from well owners and monitoring entities. Data are collected for approximately 860 wells as part of the CBDC program. During this reporting period, Watermaster compiled data for the CBDC program for the January to June 2024 period. All groundwater quality data are checked and uploaded to a centralized database management system that can be accessed online through HydroDaVESM.



Rehabilitation Conducted on a Monitoring Well

Optimum Basin Management Program

Program Element 1: Develop and Implement a Comprehensive Monitoring Program (Continued)

Watermaster Field Groundwater Quality Monitoring Programs. Watermaster monitors groundwater quality at privately owned wells and dedicated monitoring wells on a routine basis as follows:

1. **Private Wells.** About 65 private wells, located predominantly in the southern portion of the basin, are sampled at various frequencies based on their proximity to known point-source contamination plumes. Seven wells near contaminant plumes are sampled annually, and the remaining 58 wells are sampled triennially.
2. **Watermaster Monitoring Wells.** Watermaster collects groundwater-quality samples from a total of 49 multi-nested monitoring wells at 21 well sites located throughout the Chino Basin. These monitoring well sites include: nine HCMP sites constructed to support the demonstration of Hydraulic Control in the southern Chino Basin, nine sites constructed to support the PBHSP in the Prado Basin region, and three sites that fill spatial data gaps near contamination plumes in MZ-3. Each nested well site contains up to four wells in the borehole. Additionally, Watermaster samples one single-casing well in MZ-3. Currently, the HCMP MZ-3, and Kaiser monitoring wells are sampled annually, and the PBHSP wells are sampled triennially.
3. **Other Wells.** Watermaster collects quarterly samples from three near-river wells to characterize the interaction of the Santa Ana River and groundwater. These shallow wells along the Santa Ana River consist of two former USGS National Water Quality Assessment Program wells (Archibald 1 and Archibald 2) and one Santa Ana River Water Company (SARWC) well (active Well 9). Until early 2023, there was a fourth near-river well, SARWC well 10, that was part of this monitoring program. SARWC well 10 is no longer able to be sampled because it is an old well that has deteriorated and filled in.

During this reporting period, Watermaster collected quarterly groundwater quality samples from three near river wells. Also during this reporting period, Watermaster collected groundwater quality samples from: 11 MZ3 monitoring wells, 21 HCMP monitoring wells, 17 PBHSP monitoring wells, and 22 private wells. The samples were sent to Clinical Laboratories for analysis. All groundwater quality data are checked by Watermaster staff and uploaded to a centralized database management system that can be accessed online through HydroDaVESM.

Groundwater Production Monitoring

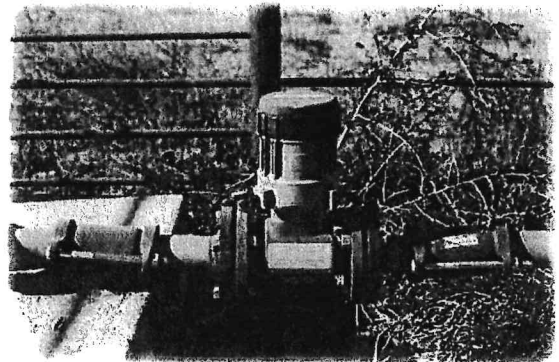
As of the end of this reporting period, there were a total of 415 producing wells, 222 of which were for agricultural uses. The number of agricultural wells has been decreasing in recent years due to urbanization and development. Many of the remaining active agricultural production wells are metered, and Watermaster reads the meters on a quarterly basis. Meter reads and production data are then entered into Watermaster's relational database, which can be accessed online through HydroDaVESM.

Surface Water Monitoring

CBDC of Surface Water Data. Watermaster routinely and proactively collects surface water flow and quality data from the tributary area to Chino Basin and Prado Dam terminus of the Santa Ana River. Data is collected from IEUA and publicly available data sets including California Integrated Water Quality System Project (CIWQS) and the USGS. Data are collected for approximately 30 surface water locations as part of the CBDC program. These data are collected semi-annually. During this reporting period, Watermaster collected surface water data for the January to June 2024 period. All groundwater quality data are checked and uploaded to a centralized database management system that can be accessed online through HydroDaVESM.

Watermaster Field Surface Water Monitoring Programs. Watermaster monitors surface water quality on a routine basis as follows:

Watermaster collects grab water quality samples at two sites along the Santa Ana River (Santa Ana River at River Road and Santa Ana River at Etiwanda) on a quarterly basis. Sample data from these surface water sites and from the near-river wells are used to characterize the interaction between the Santa Ana River and nearby groundwater. During this reporting period, Watermaster collected four quarterly surface water-quality samples from the two surface water sites. The samples were sent to Clinical Laboratories for analysis.



Agricultural Meters are Being Replaced with Digital Meters

Optimum Basin Management Program

Program Element 1: Develop and Implement a Comprehensive Monitoring Program (Continued)

Watermaster collects grab water quality samples at 8 sites along Chino Creek on a monthly basis. This is part of new monitoring program that was initiated at the start of this reporting period in July 2024. Watermaster with the IEUA developed this monitoring program to conduct monitoring of Chino Creek to have sufficient data to support the next round of the state-wide assessment of impaired water bodies subject to listing pursuant to Clean Water Act 303(d) Category 3 by the State Board and Regional Water Boards (see PE 7 Development of a surface water monitoring program in Chino Creek). During this reporting period, Watermaster and IEUA collected 40 quarterly surface water-quality samples from the eight surface water sites. The samples were sent the Laboratories at IEUA for analysis.

Prado Basin Habitat Sustainability Program (PBHSP)

Mitigation Measure 4.4-3 from the Peace II SEIR requires that Watermaster and the IEUA, in collaboration with the OCWD, form a committee, the Prado Basin Habitat Sustainability Committee (PBHSC), to develop and implement an Adaptive Management Plan for the PBHSP. The PBHSC is open to all interested participants, including the Watermaster Parties, IEUA member agencies, the OCWD, and other interested stakeholders. The objective of the PBHSP is to ensure that riparian habitat in the Prado Basin is not adversely impacted by the implementation of Peace II activities. Currently, the PBHSP consists of a monitoring program and the annual reporting on its results. The monitoring program includes an assessment of the riparian habitat and factors that could potentially impact the riparian habitat, including those factors affected by Peace II activities such as changes in groundwater levels. Sixteen monitoring wells at nine sites were constructed in 2015 to support the PBHSP. Two existing wells are also monitored as part of the PBHSP. The PBHSC developed the Adaptive Management Plan of the PBHSP to describe an initial monitoring program and a process to modify the monitoring program and/or implement mitigation strategies, as necessary.

During this reporting period, Watermaster performed the following tasks:

- Conducted the groundwater monitoring program, which included quarterly downloads in September and December 2024 of transducers that measure groundwater levels and temperature at eight PBHSP monitoring wells, and transducers that measure electrical conductivity (EC), temperature, and groundwater levels at ten PBHSP monitoring wells.
- Conducted the surface-water monitoring program at four surface water sites, which included quarterly collection of field parameters for EC and temperature in September and December 2024.
- Collected and reviewed the following riparian habitat monitoring data:
 - Normalized Difference Vegetation Index (NDVI) remote sensing data collected from Landsat satellites and processed by the USGS for water year 2024.
 - A custom flight to collect a high-resolution air photo for 2024 of the Prado Basin area. This was cost shared with the OCWD.

Chino Basin Groundwater Recharge Monitoring Program

Watermaster, the IEUA, the Chino Basin Water Conservation District, and the San Bernardino County Flood Control District jointly sponsor the Chino Basin Groundwater Recharge Program. This is a comprehensive water supply program to enhance water supply reliability and improve groundwater quality in local drinking water wells by increasing the recharge of storm, imported, and recycled waters. The recharge program is regulated under the IEUA and Watermaster's recycled water recharge permit— Santa Ana Water Board Order No. R8-2007-0039 and Monitoring and Reporting Program No. R8-2007-0039.

Watermaster and the IEUA measure the quantity of storm, imported, and recycled water that enters recharge basins using pressure transducers or staff gauges. The IEUA also conducts water-quality monitoring for all required parameters in Order No. R8-2007-0039 for recycled water, diluent water (storm water, dry-weather flow, and imported water), and groundwater. The IEUA staff samples for recycled water quality data: daily and weekly for the RP-1 and RP-4 effluent; quarterly and annually at two recycled water locations representative of recharge quality; and monthly from lysimeters at recharge basins. Most of the recycled water recharge basins have alternative compliance plans for total organic carbon (TOC) and total nitrogen (TN) using the results from the recycled water samples and the application of a correction factor for soil aquifer treatment. The IEUA also collects samples at about 15 surface water locations for stormwater and dry-weather flows. Imported water quality data for State Water Project water are obtained from the Metropolitan Water District of Southern California (MWDSC). The flow and quality data is used to calculate: 120-month blended water quality for total dissolved solids (TDS) and nitrate of all recharge sources in each recharge basin to assess adequate dilution of recycled water as required by the recycled water recharge permits held with the Division of Drinking Water

Optimum Basin Management Program

Program Element 1: Develop and Implement a Comprehensive Monitoring Program (Continued)

(DDW); and 5-year blended water quality for TDS and nitrate for all recharge sources in all recharge basins in the Chino Basin as required by the Maximum Benefit Salinity Management Plan (see the Program Element 7 update in this status report).

The IEUA also collects quarterly and annual groundwater quality samples at a network of about 35 dedicated monitoring wells and production wells that are downgradient of the recharge basins.

Monitoring Activities. During this reporting period, the IEUA performed its ongoing monitoring program to measure and record recharge volumes and to collect water quality samples for recycled water, diluent water, and groundwater pursuant to IEUA and Watermaster's permit requirements. This included collecting approximately 110 recycled water quality samples, 2 lysimeter samples, 6 diluent water quality samples, and 71 groundwater quality samples for analytical analyses. Daily composite water quality data was also collected at the RP-1 and RP-4 effluent.

Reporting. Watermaster and the IEUA completed the following compliance reports concerning the recharge program during this reporting period:

- 2Q-2024 Quarterly Report, which was submitted to the Santa Ana Water Board on August 15, 2024
- 3Q-2024 Quarterly Report, which was submitted to the Santa Ana Water Board on November 15, 2024

Ground Level Monitoring

To address the historical occurrence of land subsidence and ground fissuring in the Chino Basin, Watermaster prepared and submitted a subsidence management plan (known as the MZ-1 Plan) to the Court for approval and in November 2007, the Court ordered its implementation (see Program Element 4 in this report for more on MZ-1 Plan implementation). The MZ-1 Plan required several monitoring and mitigation measures to minimize or abate the future occurrence of land subsidence and ground fissuring. These measures and activities included:

- Continuing the scope and frequency of monitoring within the so-called Managed Area that was conducted during the period when the MZ-1 Plan was being developed.
- Expanding the monitoring of the aquifer system and ground-level movement into other areas of MZ-1 and the Chino Basin where data indicate concern for future subsidence and ground fissuring (Areas of Subsidence Concern).
- Monitoring of horizontal strain across the historical zone of ground fissuring.
- Conducting additional testing and monitoring to refine the MZ-1 Guidance Criteria for subsidence management (e.g., the Long-Term Pumping Test).
- Developing alternative pumping plans for the MZ-1 producers impacted by the MZ-1 Plan.
- Constructing and testing a lower-cost cable extensometer facility at Ayala Park.
- Evaluating and comparing ground-level surveying and Interferometric Synthetic Aperture Radar (InSAR) and recommending future monitoring protocols for both techniques.
- Conducting an aquifer storage recovery (ASR) feasibility study at a City of Chino Hills production well (Well 16) within the MZ-1 Managed Area.

Since the initial MZ-1 Plan was adopted in 2007, Watermaster has conducted the Ground-Level Monitoring Program. The main results from the GLMP show that very little permanent land subsidence has occurred in the MZ-1 Managed Area, indicating that subsidence is being successfully managed in this area, but land subsidence has been occurring in Northwest MZ-1. One concern is that land subsidence in Northwest MZ-1 has occurred differentially across the San Jose Fault, following the same pattern of differential subsidence that occurred in the MZ-1 Managed Area during the time of ground fissuring.

Based on these observations, Watermaster determined that the subsidence management plan needed to be updated to include a Subsidence Management Plan for Northwest MZ-1, with the long-term objective of minimizing or abating the occurrence of the differential land subsidence. Thus, Watermaster expanded the GLMP into Northwest MZ-1 and prepared an updated Chino Basin Subsidence Management Plan, which included the Work Plan to Develop a Subsidence Management Plan for Northwest MZ-1 (Work Plan) as an appendix.

Optimum Basin Management Program

Program Element 1: Develop and Implement a Comprehensive Monitoring Program (Continued)

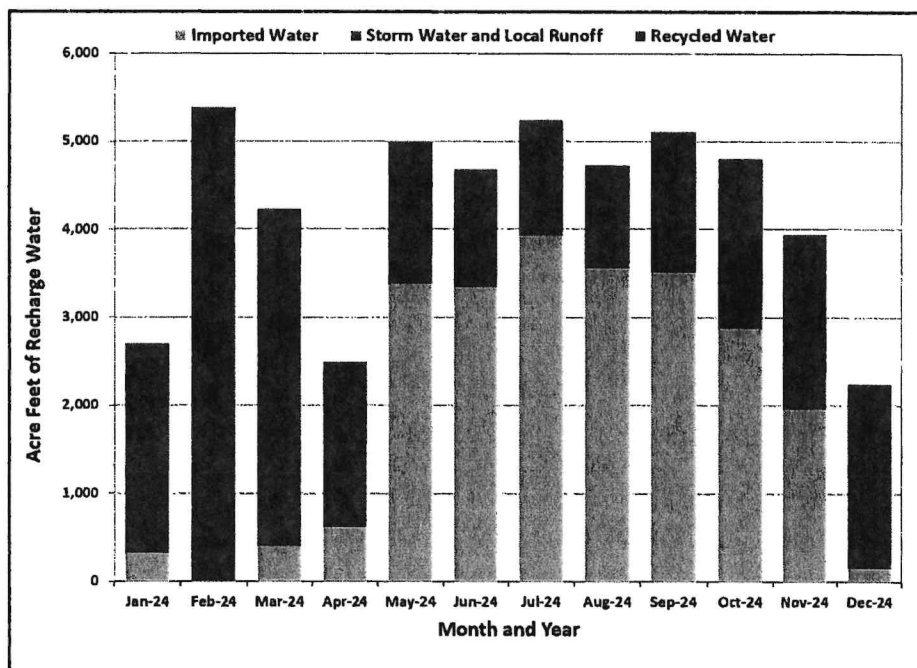
During this reporting period, Watermaster undertook the following Chino Basin Subsidence Management Plan activities:

- Continued high-resolution water-level monitoring at approximately 30 wells within the MZ-1 Managed Area and within the Areas of Subsidence Concern. All monitoring equipment was inspected at least quarterly and was repaired and/or replaced as necessary. The data collected were checked and analyzed to assess the functionality of the monitoring equipment and for compliance with the Chino Basin Subsidence Management Plan.
- Performed monthly maintenance, data collection, and verification at the Ayala Park, Chino Creek, and Pomona extensometer facilities. This included two special efforts: (i) develop plans and cost estimates to automate data collection at the extensometer facilities and (ii) improve the extensometer monitoring at the Pomona Extensometer.
- Performed InSAR analyses of vertical ground motion across all areas of subsidence concern for the periods 2022-23 and 2023-24.
- Continued monitoring of Northwest MZ-1 pursuant to the Work Plan:
 - Collected, processed, and checked groundwater level and production data from wells in Northwest MZ-1 on a monthly basis.

Program Element 2: Develop and Implement a Comprehensive Recharge Program

The objectives of the comprehensive recharge program include: enhancing the yield of the Chino Basin through the development and implementation of a Recharge Master Plan to improve, expand, and construct recharge facilities that enable the recharge of storm, recycled, and imported waters; ensuring a balance of recharge and discharge in the Chino Basin management zones; and ensuring that sufficient storm and imported waters are recharged to comply with the recycled water dilution requirements in Watermaster and the IEUA's recycled water recharge permits.

Pursuant to Program Element 2 of the OBMP, Watermaster and the IEUA partnered with the San Bernardino County Flood Control District and the Chino Basin Water Conservation District to construct and/or improve 18 recharge sites. This project is known as the Chino Basin Facilities Improvement Project (CBFIP). The average annual stormwater recharge of the CBFIP facilities is approximately 10,000 acre-feet per year, the supplemental "wet"¹ water recharge capacity is about 56,600 acre-feet per year, and the in-lieu supplemental water recharge capacity ranges from 26,600 to 45,200 acre-feet per year. In addition to the CBFIP facilities, the Monte Vista Water District (MVWD) has four ASR wells with a well injection capacity of about 5,500 acre-feet per year. The current total supplemental water recharge capacity ranges from 99,000 to 123,000 acre-feet per year, which is greater than the projected supplemental water recharge capacity required by Watermaster.



¹ The modifier "wet" means actual physical water is being recharged in spreading basins as opposed to the dedication of water from storage or in-lieu recharge.

Optimum Basin Management Program

Program Element 2: Develop and Implement a Comprehensive Recharge Program (Continued)

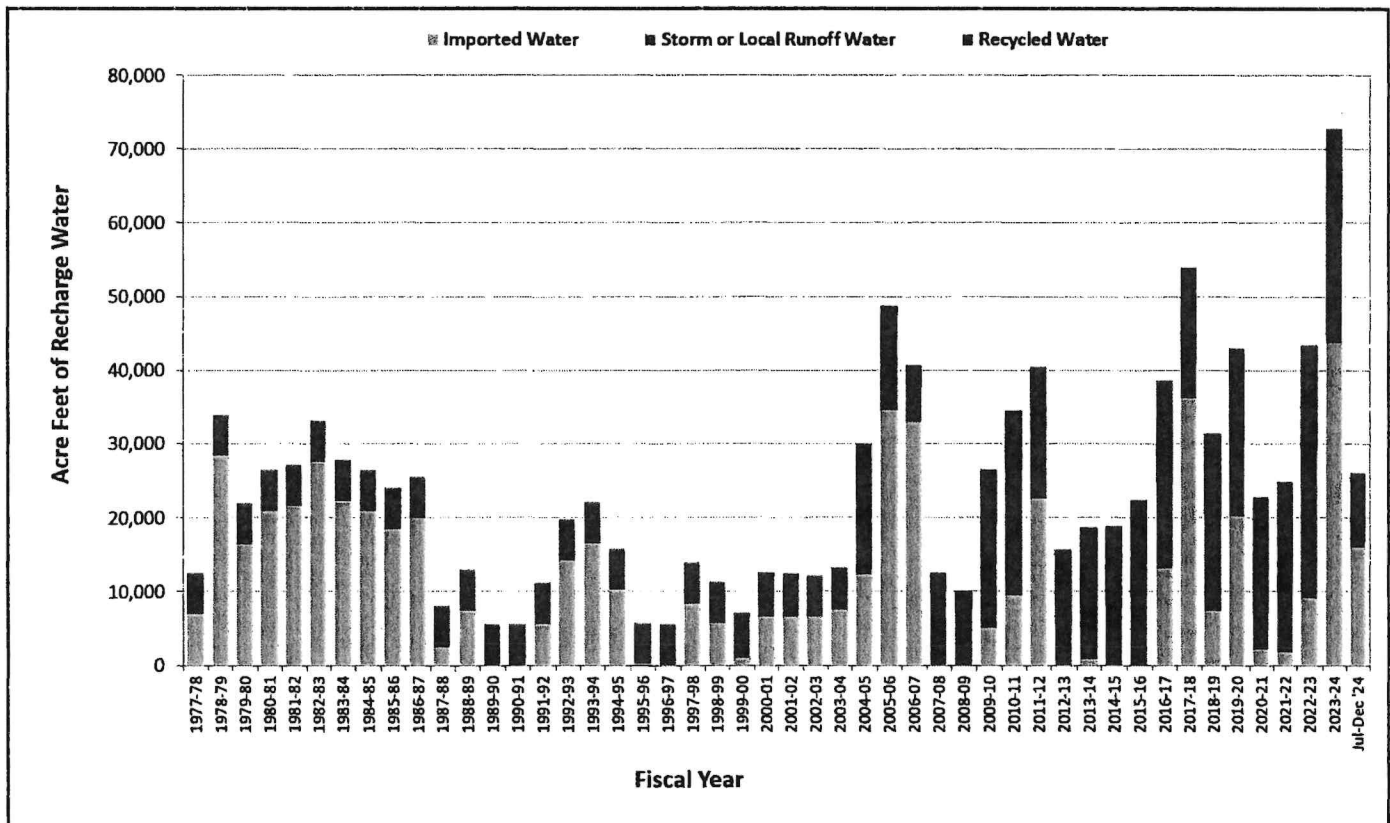
In 2008, Watermaster began preparing the *2010 Recharge Master Plan Update* (2010 RMPU) pursuant to the December 21, 2007 Court Order (the Peace II Agreement) to complete a Recharge Master Plan Update by July 1, 2010. In October 2010, the Court accepted the 2010 RMPU as satisfying the condition and ordered that certain recommendations of the 2010 RMPU be implemented. In November 2011, Watermaster reported its progress to the Court pursuant to the October 2010 Court Order, and in December 2011, the Court issued an order directing Watermaster to continue with its implementation of the 2010 RMPU per its October 2010 order but with a revised schedule. On December 15, 2011, the Watermaster Board moved to:

"approve that within the next year there will be the completion of [a] Recharge Master Plan Update, there will be the development of an Implementation Plan to address balance issues within the Chino Basin subzones, and the development of a Funding Plan, as presented."

This motion led to the development of an update to the 2010 RMPU and in 2012, Watermaster staff sent out a "call for projects" to the Watermaster Parties, seeking their recommendations for recharge improvement projects that should be considered in the update. The *2013 Amendment to the 2010 Recharge Master Plan Update* (2013 RMPU) outlines the recommended projects to be implemented by Watermaster and the IEUA and lays out the implementation and financing plans. The 2013 RMPU report was approved by the Watermaster Board in September 2013 and filed with the Court in October 2013. In December 2013, the Court approved the 2013 RMPU except for Section 5, which dealt with the accounting for new recharge from Municipal Separate Stormwater Sewer Systems; Section 5 was later approved by the Court in April 2014.

In September 2018, Watermaster completed the 2018 Recharge Master Plan Update (2018 RMPU) and submitted it to the Court in October 2018. On December 28, 2018, the Court approved the 2018 RMPU.

In September 2023, Watermaster completed the 2023 Recharge Master Plan Update (2023 RMPU) and submitted it to the Court in October 2023. The Court approved the 2023 RMPU on December 6, 2023.



Optimum Basin Management Program

Program Element 2: Develop and Implement a Comprehensive Recharge Program (Continued)

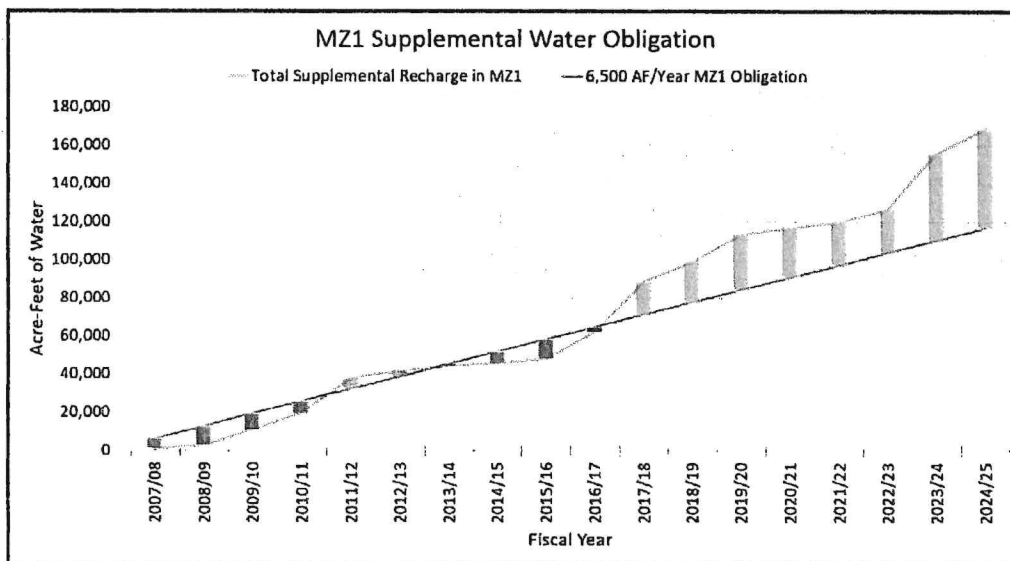
2013 RMPU Implementation. Watermaster and the IEUA are continuing to carry out the October 2013 Court Order, which authorizes them to implement the 2013 RMPU. Construction of the San Sevaïne Basin improvements was completed in September 2018, the construction of the Victoria Basin improvements was completed in December 2018, and the construction of the Lower Day project was completed in August 2024. During this reporting period, the construction work for Wineville/Jurupa/RP3 continued. IEUA submitted an application for additional grant funding for the Montclair Basins project, which was delayed due to the permitting process with the Department of Fish and Wildlife and Basin operations for Dry-Year-Yield deliveries. The updated project completion date for Montclair Basins is fall 2026.

Additionally, Watermaster and the IEUA continue to collaborate in the development of projects outside of the 2013 RMPU effort that will increase and/or facilitate stormwater and supplemental water recharge and have jointly funded these projects, including monitoring upgrades and habitat conservation. During this reporting period, no projects were completed.

The Recharge Investigation and Projects Committee met two times during this reporting period on the progress of implementing the 2013 RMPU Projects and other recharge-related projects.

Recharge for Dilution of Recycled Water. In fiscal year 2009/10, Watermaster and the IEUA's recycled water recharge permit was amended to allow for existing underflow dilution and extended the period for calculating dilution from a running 60-month to a running 120-month period. Additionally, the IEUA has worked with the DDW to obtain approval to increase the allowable recycled water contribution (RWC) at wells to 50 percent. These permit amendments allow for increased recycled water recharge without having to increase the amount of imported and storm waters required for dilution. The IEUA projects its dilution requirements as part of its annual reporting to the Santa Ana Water Board. Based on the latest Annual Report (May 2024)², the IEUA projects that dilution requirements will be met through 2031 even if no imported water is available for dilution.

Recharge Activities. During this reporting period, ongoing recycled water recharge occurred in the Brooks, 8th Street, Ely, Turner, Victoria, San Sevaïne, Hickory, Banana, RP-3, and Declez Basins; stormwater was recharged at 18 recharge basins across all Chino Basin management zones; and imported water was recharged at the Intex property, Upland, College Heights, Montclair, Lower Day, Etiwanda, San Sevaïne, Jurupa, Hickory, and RP-3. From July 1 through December 31, 2024, Watermaster and the IEUA recharged a total of 26,098 acre-feet of water: 748 acre-feet of stormwater, 9,373 acre-feet of recycled water, and 15,977 acre-feet of imported water.



Balance of Recharge and Discharge in MZ-1. The total amount of supplemental water recharged in MZ-1 since the Peace II Agreement through December 31, 2024 was approximately 168,739 acre-feet, which is about 51,739 acre-feet more than the 117,000 acre-feet required by June 30, 2025 (annual requirement of 6,500 acre-feet). The amount of supplemental water recharged into MZ1 during the reporting period was approximately 13,027 acre-feet.

² <https://www.ieua.org/wp-content/uploads/2024/05/CAWRW-GRP-2023-Annual-Report-Final.pdf>

Optimum Basin Management Program

Program Element 3: Develop and Implement Water Supply Plan for the Impaired Areas of the Basin; and Program Element 5: Develop and Implement Regional Supplemental Water Program

As stated in the OBMP, "the goal of Program Elements 3 and 5 is to develop a regional, long range, cost effective, equitable, water supply plan for producers in the Chino Basin that incorporates sound basin management." One element of the water supply plan is to replace the decline in agricultural groundwater production in the south part of the Basin to prevent significant amounts of degraded groundwater from discharging to the Santa Ana River and achieve Hydraulic Control—a maximum-benefit commitment in the Basin Plan. Replacing the decline in agricultural groundwater production will also mitigate the reduction of the Safe Yield of the basin and allow for more flexibility in the basin's supplemental water supplies if the produced groundwater is treated. This is achieved through the operation of the Chino Basin Desalter facilities, which comprise a series of wells and treatment facilities in the southern Chino Basin designed to replace the decline of the agricultural groundwater producers and treat and serve this groundwater to various Appropriative Pool members.

The Chino I Desalter expansion and the Chino II Desalter facilities were completed in February 2006, bringing the total Chino Basin Desalter capacity to about 32,500 acre-feet per year (29 million gallons per day [MGD]). Development and planning continued between the Chino Basin Desalter Authority (CDA) and Watermaster to expand the groundwater production and treatment capacity of the Chino Basin Desalters by another 10 MGD for a total groundwater production to 40,000 acre-feet per year. More than \$77 million in grant funds were secured toward this expansion. As currently configured, the Chino I Desalter treats about 14,500 acre-feet of groundwater per year (12.9 MGD) pumped from 14 wells (I-1 through I-11, I-13 through I-18, I-20, and I-21). This water is treated through ion exchange (nitrate removal), and/or reverse osmosis (for nitrate and TDS removal), and granulated activated carbon ([GAC] for volatile organic compound [VOC] removal). The VOC removal at Chino II Desalter is part of the remedial solution for the Chino Airport Plume (see Chino Airport Plumes section under PE 6 in this report). The Chino II Desalter treat about 25,500 acre-feet of groundwater per year (22.7 MGD) from pumping at eleven wells (II-1 through II-4 and II-6 through II-12). This water is treated through ion exchange and/or reverse osmosis, and air strippers (for VOC removal). The VOC removal at Chino I Desalter is part of the remediation action plan to clean up the South Archibald Plume (see the Program Element 6 update in this status report).

The most recently completed expansion of the Chino Basin Desalters was completed in 2021 which included three wells (Wells II-10, II-11, and II-12) and facilities for the Chino II Desalter. These wells helped achieve the total of 40,000 acre-feet per year of groundwater pumping combined at the desalter well fields to maintain Hydraulic Control. These wells are also being utilized as part of the remediation action plan to clean up the South Archibald Plume (see the Program Element 6 update in this status report). The Chino Basin Desalters reached the 40,000 acre-feet per year of pumping capacity in June 2020, prior to the full commencement of pumping at these new wells. During the reporting period, the Chino Basin Desalters maintained the pumping rate of 40,000 acre-feet per year.

Program Element 4: Develop and Implement a Comprehensive Groundwater Management Plan for Management Zone 1

Because of the historical occurrence of pumping induced land subsidence and ground fissuring in southwestern Chino Basin (Managed Area), the OBMP required the development and implementation of an Interim Management Plan (IMP) for MZ-1 that would:

- Minimize subsidence and fissuring in the short-term.
- Collect the information necessary to understand the extent, rate, and mechanisms of subsidence and fissuring.
- Formulate a management plan to reduce to tolerable levels or abate future subsidence and fissuring.

From 2001-2005, Watermaster developed, coordinated, and conducted an IMP under the guidance of the MZ-1 Technical Committee (referred to now as the Ground-Level Monitoring Committee or GLMC). The investigation provided enough information for Watermaster to develop Guidance Criteria for the MZ-1 producers in the investigation area that, if followed, would minimize the potential for subsidence and fissuring during the completion of the MZ-1 Plan. The Guidance Criteria included a list of Managed Wells and their owners subject to the criteria, a map of the so-called Managed Area, and an initial threshold water level (Guidance Level) of 245 feet below the top of the PA-7 well casing. The MZ-1 Summary Report and the Guidance Criteria were adopted by the Watermaster Board in May 2006. The Guidance Criteria formed the basis for the MZ-1 Plan, which was approved by Watermaster in October 2007. The Court approved the MZ-1 Plan in November 2007 and ordered its implementation. Watermaster has implemented the MZ-1 Plan since that time, including the ongoing Ground-Level Monitoring Program called for by the MZ-1 Plan (refer to in Program Element 1).

Optimum Basin Management Program

Program Element 4: Develop and Implement a Comprehensive Groundwater Management Plan for Management Zone 1 (Continued)

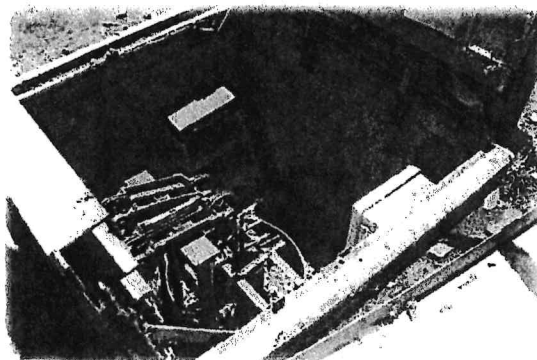
The MZ-1 Plan states that if data from existing monitoring efforts in the so-called Areas of Subsidence Concern indicate the potential for adverse impacts due to subsidence, Watermaster will revise the MZ-1 Plan pursuant to the process outlined in Section 3 of the MZ-1 Plan. In early 2015, Watermaster prepared an update to the MZ-1 Plan, which included a name change to the *2015 Chino Basin Subsidence Management Plan*, and a *Work Plan to Develop the Subsidence Management Plan for Northwest MZ-1* (Work Plan) as an appendix. The Chino Basin Subsidence Management Plan and the Work Plan were adopted through the Watermaster Pool process in July 2015.

The data, analysis, and reports generated through the implementation of the MZ-1 Plan, Chino Basin Subsidence Management Plan, and Work Plan are reviewed and discussed by the GLMC, which meets on a periodic basis throughout the year. The GLMC is open to all interested participants, including the Watermaster Parties and their consultants. During this reporting period, Watermaster undertook the following data analysis and reporting tasks:

- Finalized the technical memorandum: *1D Model Simulation of Subsidence in Northwest MZ—Subsidence Management Alternative #1*. This work was performed to understand the potential future rates of subsidence in Northwest MZ-1 through 2050 under the pumping/recharge plans of the parties as simulated for the 2020 Safe Yield Reset. The recommendation from this work is that Watermaster should establish a "Northwest MZ-1 Guidance Level" of 630 ft above-mean sea level (amsl) for hydraulic heads in Layers 3 and 5 at the PX location. The Guidance Level approximates the current and projected heads in Layer 1 where the current and projected rates of compaction are the lowest. The Guidance Level would be an aspirational Watermaster recommendation that, if achieved, would likely slow the rates of compaction and subsidence to more tolerable levels over time.
- Prepared draft and final *2023-24 Annual Report for the Ground-Level Monitoring Program*. The final report included the Watermaster Engineer's responses to GLMC comments on the draft annual report.
- Worked on the construction and calibration of three additional 1D Models in Ontario, near the CDA well field, and at the Ayala Park Extensometer. These new 1D Models will be used to estimate the potential for future land subsidence associated with future projections of pumping and recharge in the Chino Basin, such as in future Safe Yield resets and reevaluations.

A GLMC meeting was conducted during the reporting period on October 3, 2024. The meeting presentation and agenda packet were posted to the Watermaster's website. The meeting agenda included:

- Draft *2023-24 Annual Report for the Ground-Level Monitoring Program*.



Ground Level Monitoring Equipment at Ayala Park

Program Element 6: Develop and Implement Cooperative Programs with the Regional Water Quality Control Board, Santa Ana Region and Other Agencies to Improve Basin Management

Program Elements 6 and 7 are necessary to address the water quality management problems in the Chino Basin. During the development of the OBMP, it was identified that Watermaster did not have sufficient information to determine whether point and non-point sources of groundwater contamination were being adequately addressed, including the various Chino Basin contaminant plumes. With the Santa Ana Water Board and other agencies, Watermaster has worked to address the following major point source contaminant plumes in the Chino Basin:

South Archibald Plume

In July 2005, the Santa Ana Water Board prepared draft Cleanup and Abatement Orders (CAOs) for six parties who were tenants on the Ontario Airport regarding the South Archibald Trichloroethene (TCE) Plume in the southern portion of the Chino Basin. The draft CAOs required the parties to "submit a work plan and time schedule to further define the lateral and vertical extent of the TCE and related VOCs that are discharging, have been discharged, or threaten to be discharged from the site" and to "submit a detailed remedial action plan, including an implementation schedule, to cleanup or abate the effects of the TCE and related VOCs." Four of the

Optimum Basin Management Program

Program Element 6: Develop and Implement Cooperative Programs with the Regional Water Quality Control Board, Santa Ana Region and Other Agencies to Improve Basin Management (Continued)

six parties (Aerojet-General Corporation, The Boeing Company, General Electric, and Lockheed Martin) voluntarily formed a group known as ABGL to work jointly on a remedial investigation. Northrop Grumman declined to participate in the group. The US Air Force, in cooperation with the US Army Corps of Engineers, funded the installation of one of the four clusters of monitoring wells installed by the ABGL Parties.

In 2008, Santa Ana Water Board staff continued conducted research pertaining to the likely source of the TCE contamination and identified discharges of wastewater that may have contained TCE to the RP-1 treatment plant and associated disposal areas as a potential source. The Santa Ana Water Board identified several industries, including some previously identified tenants of the Ontario Airport property, that likely used TCE solvents before and during the early-1970s, and discharged wastes to the Cities of Ontario and Upland's sewage systems and subsequently to the RP-1 treatment plant and disposal areas. In 2012, an additional Draft CAO was issued by the Santa Ana Water Board jointly to the City of Ontario, City of Upland, and IEUA as the previous and current operators of the RP-1 treatment plant and disposal area (collectively, the RP-1 Parties). In part, the draft CAOs required that RP-1 Parties "supply uninterrupted replacement water service [...] to all residences south of Riverside Drive that are served by private domestic wells at which TCE has been detected at concentrations at or exceeding 5 µg/L [...]" and to report this information to the Santa Ana Water Board. In addition, the RP-1 Parties are to "prepare and submit [a] [...] feasibility study" and "prepare, submit and implement the Remedial Action Plan" to mitigate the "effects of the TCE groundwater plume."

Under the Santa Ana Water Board's oversight, the ABGL Parties and/or the RP-1 Parties conducted four sampling events at private residential wells and taps between 2007 and 2014 in the region where groundwater is potentially contaminated with TCE. By 2014, all private wells and/or taps in the region of the plume had been sampled at least once. Alternative water systems (tanks) have been installed at residences in the area where well or tap water contains TCE at or above 80 percent of the maximum contaminant level (MCL) of 5 µg/L. Watermaster has also been sampling at the private wells.

In July 2015, the RP-1 Parties completed the Draft Feasibility Study Report for the South Archibald Plume (Feasibility Study). The Feasibility Study established cleanup objectives for both domestic water supply and plume remediation and evaluated alternatives to accomplish these objectives. In November 2015, a revised Draft Feasibility Study, Remedial Action Plan, and Responses to Comments were completed to address input from the public, the ABGL, and others. In September 2016, the Santa Ana Water Board issued the Final CAO R8-2016-0016 collectively to the RP-1 Parties and the ABGL Parties. The Final CAO was adopted by all parties in November 2016, thus approving the preferred plume remediation and domestic water supply alternatives identified in the Remedial Action Plan. The parties also reached a settlement agreement that aligns with the Final CAO and authorizes funding to initiate implementation of the plume remediation alternative.

The plume remediation alternative involves the use of CDA production wells and facilities. The RP-1 Parties reached a Joint Facility Development Agreement with the CDA for the implementation of a project designed in part to remediate the South Archibald Plume. The project, termed the Chino Basin Improvement and Groundwater Clean-up Project, includes the operation of three newly constructed CDA wells (II-10, II-11, and II-12) and a dedicated pipeline connecting the three wells and the existing CDA well I-11 to the Desalter II treatment facility. It also includes the addition of an air stripping system at the treatment facility to remove TCE and other VOCs. Construction of two of the three wells (II-10 and II-11) were completed and became operational in 2018 and construction of an onsite monitoring well near the proposed location of CDA well II-12 (II-MW-3) was completed in 2019. The construction of well II-12 was completed in November 2020. In the first half of 2021, the RP-1 Parties and the CDA submitted the final *Monitoring and Reporting Plan for the Chino Basin Improvement and Groundwater Clean-up Project* to the Santa Ana Water Board and completed the construction of five multi-depth monitoring wells at two locations in the South Archibald Plume (II-MW-4 and II-MW-5). In 2021, the CDA completed the equipping of well II-12, the modification to the decarbonator, and the construction of the raw water pipeline, and the project became operational in August of 2021. The Monitoring and Reporting plan stipulates ongoing quarterly sampling at the CDA production and monitoring wells within and near the plume and at nearby agency-owned wells.

The domestic water supply alternative for the private residences affected by TCE groundwater contamination is a hybrid between the installation of tank systems for some residences, where water is delivered from the City of Ontario potable supply via truck deliveries, and the connection of some residences to the City of Ontario potable water system. Residences without a tank system or pipeline connection receive bottled water. The Cities of Ontario and Upland have assumed responsibility for implementing the domestic water supply alternative. In February 2017, the Cities of Ontario and Upland submitted the Domestic Water Supply Work Plan to the Santa Ana Water Board to outline the approach to monitoring and supplying alternative water supplies for affected residences. The City of Ontario will continue to monitor for potentially affected residences to ensure that an alternative water supply is offered and provided

Optimum Basin Management Program

Program Element 6: Develop and Implement Cooperative Programs with the Regional Water Quality Control Board, Santa Ana Region and Other Agencies to Improve Basin Management (Continued)

to any residences with TCE concentrations greater than 80% of the MCL for TCE. During this reporting period the City of Ontario completed the annual water supply sampling event at private residences pursuant to the Domestic Water Supply Plan and prepared and submitted a monitoring report of the results to the Santa Ana Water Board in December 2024. As of the end of 2024, there are 22 affected residences that are being supplied water by tank systems, and five affected residences that remain on bottled water.

Watermaster delineates the spatial extent of the plume using data collected from their own sampling at private wells in the area and data collected as part of their data collection program. Watermaster completed its most recent characterization of the plume in June 2023 for the 2022 Chino Basin OBMP State of the Basin Report. In October of this reporting period, Watermaster prepared a semi-annual status report on the South Archibald Plume for Watermaster Parties.

Chino Airport Plume

In 1990, the Santa Ana Water Board issued CAO No. 90-134 to the County of San Bernardino, Department of Airports (County) to address groundwater contamination originating from Chino Airport. During 1991 to 1992, ten underground storage tanks and 310 containers of hazardous waste were removed, and 81 soil borings were drilled and sampled on the airport property. From 2003 to 2005, nine onsite monitoring wells were installed and used to collect groundwater quality samples. In 2007, the County conducted its first offsite monitoring effort, and in 2008, the Santa Ana Water Board issued CAO No. R8-2008-0064, requiring the County to define the lateral and vertical extent of the plume and prepare a remedial action plan. From 2009 to 2015, Tetra Tech, consultant to the County, constructed 66 monitoring wells and conducted several off-site and on-site plume characterization studies to delineate the areal and vertical extent of the plume and determined that there were both east and west TCE and 1,2,3-TCP plumes. In August 2016, the County completed a Draft Feasibility Study to identify remedial action objectives and evaluate remediation alternatives for mitigation. In January 2017, the Santa Ana Water Board issued CAO R8-2017-0011, which requires the County to prepare a Final Feasibility Study that incorporates comments from the Santa Ana Water Board and to prepare, submit, and implement a Remedial Action Plan. The County submitted a Final Feasibility Study on June 6, 2017, and it was approved by the Santa Ana Water Board on June 7, 2017. On December 18, 2017, the County submitted the *Draft Interim Remedial Action Plan* with the remediation alternative of a groundwater pump-and-treat system to provide hydraulic containment and treatment of the Chino Airport plumes. The system consists of ten extraction wells that will produce approximately 1,700 gallons per minute along with groundwater produced from CDA's I-16 through I-18. CDA's I-20 and I-21 will be added to the system as needed. The groundwater extracted will be conveyed to a new GAC system constructed by the CDA and funded by the County (South GAC System). An additional treatment system (North GAC System) constructed by CDA treats water from four CDA wells (I-1 through I-4) that produce from the lower aquifer in the plume; however, this system is not associated with the County's remedial action. Once treated at the South GAC system, water will be conveyed to the existing Chino I Desalter that uses reverse osmosis and ion exchange to treat for nitrate and TDS and will be discharged for use as potable municipal water supply.

Since 2018, the County constructed five extraction wells, 12 piezometers, and 14 monitoring wells to assist with the design for the remedial solution and delineation of the plumes. In 2022, the County completed the final *Remedial Action Work Plan* which divides the construction of the pump and treat system into two phases. The first Phase (1) is in progress and includes the construction of the onsite extraction wells, conveyance pipeline, and additional monitoring wells. From July to December 2023, the remaining onsite extraction wells were constructed, and in March 2024 construction initiated on the conveyance pipeline. During this reporting period the County continued construction of the pipeline and completed well construction reports for all five onsite extraction wells. Phase 2 is expected to commence in 2025 with the construction of the offsite extraction wells. In April 2023, CDA wells I-17 (offline for 5 years) and I-18 (never been online) within the Chino Airport plume began pumping and conveyed groundwater for treatment at the South GAC System. The North GAC System began operation in April 2023.

Watermaster has commitments to this area within the vicinity of the Chino Airport to maintain Hydraulic Control and to avoid impacts to the groundwater dependent riparian habitat in the Prado Basin, and in 2018 Watermaster used the Chino Basin groundwater flow model to analyze how increased groundwater production for the remedial solution will affect groundwater levels within the vicinity. Watermaster completed the modeling and prepared a technical memorandum to describe the results, which concluded that operation of the remedial solution would improve Hydraulic Control in this area. In January 2022, the County completed construction of six piezometers near the riparian habitat along Chino Creek and initiated monitoring of groundwater levels for potential impacts from pumping at the remedial solution.

The County conducts quarterly and/or annual monitoring events at all 89 of their monitoring wells constructed to date, as well as four onsite agricultural wells. The conclusions from this monitoring program can be found in reports posted on the State Water Board's GeoTracker website. The most recent monitoring report submitted to the Santa Ana Water Board is the *Semiannual Groundwater*

Optimum Basin Management Program

Program Element 6: Develop and Implement Cooperative Programs with the Regional Water Quality Control Board, Santa Ana Region and Other Agencies to Improve Basin Management (Continued)

Monitoring Report Winter and Spring 2024 Chino Airport, San Bernardino County, California, the results from the January band April 2024 sampling events. Watermaster also samples for water quality at private and monitoring wells in the area and uses this and other data obtained from its data collection programs to independently delineate the spatial extent of the plumes. Watermaster completed its most recent characterization of the plumes in June 2023 for the 2022 Chino Basin OBMP State of the Basin Report. In October of this reporting period, Watermaster prepared a semi-annual status report on the Chino Airport Plume for Watermaster Parties.

Other Plumes

Watermaster continues to track the monitoring programs and mitigation measures associated with other point sources in the Chino Basin, including: Alumax Aluminum Recycling, Alger Manufacturing Facility, the Former Crown Coach Facility, General Electric Test Cell and Flatiron, Former Kaiser Steel Mill, Milliken Landfill, Upland Landfill, and the Stringfellow National Priorities List sites. During this reporting period in October 2024 Watermaster prepared the most recent annual status reports for the GE Test Cell, GE Flatiron, Milliken Landfill, California Institution for Men, Stringfellow Plumes, and the former Kaiser Steel Mill site. The most current Watermaster delineations of the extent of these plumes were completed in June 2023 for the 2022 Chino Basin OBMP State of the Basin Report.

Water Quality Management Program

Through the collaborative stakeholder process to update the OBMP in 2020 (see 2020 OBMP Update section of this report), the parties identified a new management action under PE 6 to develop a Water Quality Management Program that addresses contaminants of emerging regulations of concern to better prepare the parties for addressing compliance with new State and Federal drinking water regulations, and provide for the long-term maximum beneficial use of the basin. It was identified that reconvening the Water Quality Committee (WQC) that met historically from 2003 to 2010 to implement PE 6 of the 2000 OBMP would be the ideal approach to guide the development and implementation of the WQMP. Watermaster held a kick-off meeting in October 2023 to reconvene the WQC. Two additional WQC meetings were conducted during the first half of 2024 to develop an initial Emerging Contaminants Monitoring Plan (ECMP), and a framework and scope for a WQMP. During this reporting period there were no WQC meetings. Also during this reporting period Watermaster collected samples for the parameters that are part of the ECMP during the routine groundwater sampling that is part of PE 1.

Program Element 7: Develop and Implement a Salt Management Program

Maximum Benefit Salt and Nutrient Management Plan

In January 2004, the Santa Ana Water Board amended the Basin Plan to incorporate an updated TDS and nitrogen (N) management plan. The Basin Plan amendment includes both "antidegradation" and "maximum-benefit" objectives for TDS and nitrate for the Chino-North and Cucamonga groundwater management zones (GMZs). The maximum-benefit objectives allow for recycled water reuse and recharge of recycled and imported waters, which is an integral part of the OBMP, without the immediate need for mitigation. The application of the maximum-benefit objectives is contingent on the implementation of specific projects and requirements termed the maximum-benefit commitments by Watermaster and IEUA. The status of compliance with each commitment is reported to the Santa Ana Water Board annually in April. The nine maximum-benefit commitments include:

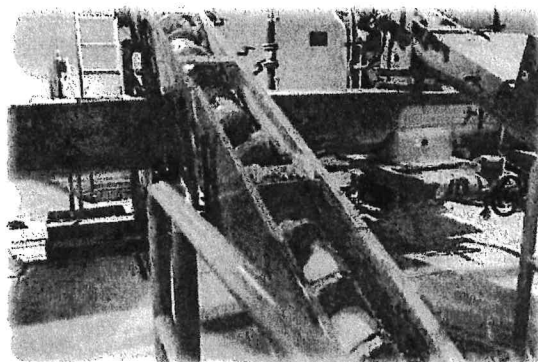
1. The development and implementation of a surface water monitoring program.
2. The development and implementation of a groundwater monitoring program.
3. The expansion of the Chino I Desalter to a capacity of 10 MGD and the construction of the Chino II Desalter with a design capacity of 10 MGD.
4. The additional expansion of desalter capacity (to 40 MGD) pursuant to the OBMP and the Peace Agreement (tied to the IEUA's agency-wide effluent TDS concentration).
5. The completion of the recharge facilities included in the Chino Basin Facilities Improvement Program.
6. The management of recycled water quality to ensure that the IEUA agency-wide, 12-month volume-weighted running average TDS and TIN concentrations do not exceed 550 mg/l and 8 mg/l, respectively.

Optimum Basin Management Program

Program Element 7: Develop and Implement a Salt Management Program (Continued)

7. The management of water quality in artificial recharge to ensure that the five-year volume-weighted running average TDS and nitrate concentrations in artificial recharge of recycled, imported, and storm waters are less than or equal to the maximum-benefit objectives of 420 mg/l and 5 mg/l, respectively.
8. The achievement and maintenance of the "Hydraulic Control" of groundwater outflow from the Chino-North GMZ to protect Santa Ana River water quality and downstream beneficial uses.
9. The determination of ambient TDS and nitrate concentrations of Chino Basin groundwater every five years.³

Monitoring Programs. Pursuant to maximum-benefit commitment numbers 1 and 2, Watermaster and the IEUA submitted a surface water and groundwater monitoring program work plan to the Santa Ana Water Board in May 2004. On April 15, 2005, the Santa Ana Water Board adopted resolution R8-2005-0064, approving Watermaster and the IEUA's surface and groundwater monitoring programs (2005 Work Plan). These monitoring programs were implemented pursuant to the 2005 Work Plan from 2004 to 2012. On February 12, 2012, the Santa Ana Water Board adopted an amendment to the Basin Plan to remove all references to the specific monitoring locations and sampling frequencies required for groundwater and surface water monitoring. The Basin Plan amendment allows the monitoring programs to be modified over time, subject to the approval of the Executive Officer of the Santa Ana Water Board. On December 6, 2012, the State Office of Administrative Law finalized the approval of the Basin Plan amendment. In place of specific monitoring requirements, the Basin Plan amendment required that Watermaster and the IEUA submit (i) a new surface water monitoring program work plan by February 25, 2012, and (ii) a new groundwater monitoring program work plan by December 31, 2013 to the Santa Ana Water Board for approval. Pursuant to (i), Watermaster and the IEUA submitted the 2012 *Hydraulic Control Monitoring Program Work Plan*, which was approved by the Santa Ana Water Board in March 2012. Pursuant to (ii), Watermaster and the IEUA submitted the 2014 *Maximum-Benefit Monitoring Program Work Plan* (2014 Work Plan), which was approved by the Santa Ana Water Board in April 2014. The 2014 Work Plan describes the questions to be answered by the monitoring program, the methods that will be employed to address each question, the monitoring and data collection that will be performed to implement the methods, and a reporting schedule. The monitoring pursuant to the 2014 Work Plan is incorporated as part of the groundwater level, groundwater quality, and surface water monitoring programs described in Program Element 1. During this reporting period, Watermaster continued to implement the monitoring programs (see Program Element 1 for details).



Extracted Salt at the Chino Desalter Authority II Facility

Hydraulic Control and Chino Basin Desalters. Pursuant to maximum-benefit commitment number 8, to achieve and maintain Hydraulic Control, the Chino Basin Desalters were expanded (maximum-benefit commitment numbers 3 and 4) to increase production in the southern portion of the Chino Basin. The Chino Basin Desalters are designed to replace the decreased agricultural production that previously prevented the outflow of high TDS and nitrate groundwater to the Santa Ana River and the Prado Basin surface water management zone (PBMZ). Hydraulic Control is defined in the Basin Plan as the elimination of groundwater discharge from the Chino-North GMZ to the Santa Ana River to a *de minimis* level. Pursuant to commitment number 8, Watermaster and the IEUA submitted a mitigation plan (2005 Mitigation Plan) to the Santa Ana Water Board in March 2005. This plan demonstrated how Watermaster and the IEUA would address the mitigation for any temporary loss of Hydraulic Control. In October 2011, the Santa Ana Water Board defined the *de minimis* discharge of groundwater from the Chino-North GMZ to the PBMZ as 1,000 acre-feet per year or less. The construction and operation of the Chino Creek Well Field (CCWF) in the west (wells I-16, I-17, I-18, I-20, and I-21) is intended to achieve Hydraulic Control, per the definition above, at the area west of Chino I Desalter Well 5. The CCWF began full operation in 2016. Watermaster and the IEUA recalibrate the Chino Basin groundwater-flow model every five years to estimate groundwater discharge from the Chino-North GMZ to the PBMZ (i.e., annual underflow past the CCWF) to determine whether Hydraulic Control has been achieved in the west. Watermaster and the IEUA have demonstrated that complete Hydraulic Control has been achieved at and east of Chino I Desalter Well 20, based on groundwater elevation contour analyses, and underflow past the CCWF is below the *de minimis* level of 1,000 acre-feet per year based on the model analyses.

In February 2016, the CCWF commenced full-scale operation with production at wells I-16, I-17, I-20, and I-21 to achieve and maintain Hydraulic Control at the area west of Chino I Desalter Well 5. In 2017, Well-17 ceased production due to the detection of 1,2,3-TCP above the new MCL. Production at Well-17 resumed operation in April 2023 with the implementation of additional treatment system. Total production at CCWF decreased when Well-17 ceased operation from 2017 to 2023. In 2020, the Chino

³ The Santa Ana Water Board amended the Basin Plan (R8-2021-0025) to modify the ambient water quality determination to every five years following the ambient water quality determination on October 1, 2023.

Optimum Basin Management Program

Program Element 7: Develop and Implement a Salt Management Program (Continued)

Basin groundwater-flow model was used to estimate the historical (fiscal year 2004-2018) and projected (fiscal year 2019-2050) volume of groundwater discharge past the CCWF under revised pumping conditions at the CCWF. The model results indicate that both the estimated historical and projected discharge past the CCWF area are always below the *de minimis* threshold level of 1,000 acre-feet per year. The model assumes an annual average pumping volume at the CCWF of 992 acre-feet per year from fiscal year 2019 through 2050.

Future agricultural groundwater production in the southern part of the basin is expected to continue to decline, necessitating future expansion of the desalters to sustain Hydraulic Control. In a letter dated January 23, 2014, the Santa Ana Water Board required that Watermaster and the IEUA submit a plan detailing how Hydraulic Control will be sustained in the future as agricultural production in the southern region of Chino-North continues to decrease—specifically, how the Chino Basin Desalters will achieve the required total groundwater production level of 40,000 acre-feet per year. On June 30, 2015, Watermaster and the IEUA submitted a final plan and schedule for the construction and operation of three new desalter wells (II-10, II-11, and II-12). Well II-10 and II-11 were constructed and began operation in mid-2018, and Well II-12 was constructed in 2020 and began operation in mid-2021. The Chino Basin Desalters officially reached the pumping capacity necessary to meet the 40,000 acre-feet per year required for Hydraulic Control in June 2020. This pumping capacity was achieved without the inclusion of Well II-12, which was operational in August 2021 and was part of the final expansion plan designed to meet the 40,000 acre-feet per year. A full status report on the desalter expansion facilities is described in Program Element 3.

Following the completion of the desalter expansion, Watermaster prepared an update to the 2005 Mitigation Plan to: (i) remove the definition of the minimum pumping requirement at the CCWF to maintain Hydraulic Control, (ii) provide definition of operational flexibility for desalter production fluctuations on the order of plus or minus 2,100 acre-feet a year that maintain a five-year average pumping of about 40,000 acre-feet a year, and (iii) updated protocol for mitigation of temporary loss of Hydraulic Control. The updated mitigation plan was prepared with inputs from the Santa Ana Water Board staff. Watermaster finalized and submitted the updated mitigation plan to the Santa Ana Water Board on December 11, 2023.

Recycled Water Quality. Pursuant to the maximum-benefit commitment number 6, Watermaster and the IEUA manage the recycled water quality to ensure that the 12-month volume-weighted running average IEUA agency-wide, effluent quality does not exceed the permit limits of 550 mg/l and 8 mg/l for TDS and TIN, respectively. Additionally, Watermaster and the IEUA must submit a plan and schedule to the Santa Ana Water Board for the implementation of measures to ensure long-term compliance with these permit limits when either the 12-month volume-weighted running average IEUA agency-wide effluent TDS concentration exceeds 545 mg/l for three consecutive months or the TIN concentration exceeds 8 mg/l in any one month (action limits). The IEUA calculates and reports the 12-month volume-weighted running average agency-wide effluent TDS and TIN concentrations in the *Groundwater Recharge Program Quarterly Monitoring Reports*.

Since the initiation of recycled water recharge in July 2005, the 12-month running average TDS and TIN concentrations have ranged between 456 and 534 mg/l and 3.8 and 7.6 mg/l, respectively, and have never exceeded the permit limits. During the statewide drought in mid-2015, a historical high 12-month running average IEUA agency-wide effluent TDS concentration of 534 mg/l was calculated for three consecutive months: June, July, and August. This 12-month running average IEUA agency-wide effluent TDS concentration of 534 mg/l was only 11 mg/l below the action limit. The 12-month running average agency-wide TDS concentration has decreased since mid-2015. As of December 2024, the 12-month running average IEUA agency-wide effluent TDS concentration was 470 mg/l.

Through analysis of water supply and wastewater data, Watermaster and the IEUA concluded that drought conditions have a meaningful impact on the short-term TDS concentration of the water supplies available to IEUA agencies and that future droughts similar to the 2012-2016 period could lead to short-term exceedances of the 12-month running average IEUA agency-wide effluent TDS concentration. For this reason, in October 2016, Watermaster and the IEUA petitioned the Santa Ana Water Board to consider modifying the TDS compliance metric for recycled water to a longer-term averaging period. The Santa Ana Water Board agreed that an evaluation of the compliance metric was warranted and directed Watermaster and the IEUA to develop a technical scope of work to support the adoption of a longer-term averaging period for incorporation into the Basin Plan. The proposed technical scope of work to support a Basin Plan amendment to revise the recycled water compliance metric was submitted to the Santa Ana Water Board in May 2017. The proposed scope of work which was approved by the Santa Ana Water Board includes the following tasks:

- Develop numerical modeling tools (R4, Hydrus 2D, MODFLOW, MT3D) to evaluate the projected TDS and nitrate concentrations of the Chino Basin.
- Define a baseline (status-quo) scenario and evaluate it with the new modeling tools.

Optimum Basin Management Program

Program Element 7: Develop and Implement a Salt Management Program (Continued)

- Define salinity management planning scenarios and evaluate them with the new modeling tools to compare the projected TDS and nitrate concentrations against the baseline scenario.
- Use the results to develop a draft regulatory compliance strategy that includes a longer-term average period for recycled water TDS concentrations.
- Collaborate with the Santa Ana Water Board to review and finalize the regulatory strategy.
- Support the Santa Ana Water Board in the preparation of a Basin Plan amendment upon approval of the regulatory strategy.

Watermaster and the IEUA began implementing the scope of work in July 2017 and worked collaboratively with the Santa Ana Water Board staff to review interim work products. In December 2021, Watermaster and the IEUA completed and submitted the documentation of the technical work, *Total Dissolved Solids and Nitrate Concentrations Projections for the Chino Basin*, to the Santa Ana Water Board. Watermaster and the IEUA presented the technical work and received approval from the Santa Ana Water Board staff in July 2022 to proceed with the work to amend the Basin Plan. Specifically, the amendment to the Basin Plan will, in part, modify the TDS compliance metrics and action limit for IEUA's recycled water supply under maximum-benefit commitment number 6 to a 10-year volume-weighted running average of the agency-wide supply.

During this reporting period, Watermaster and the IEUA provided support to the Santa Ana Water Board staff on the Basin Plan amendment, including preparing documents to comply with California Environmental Quality Act (CEQA) and other requirements needed to amend the Basin Plan.

Recycled Water Recharge. Pursuant to the maximum-benefit commitment number 5, Watermaster and the IEUA completed the construction of the recharge facilities and began artificial recharge of stormwater and recycled water in the Chino Basin in 2005. Additionally, pursuant to maximum-benefit commitment number 7, Watermaster and the IEUA limit recycled water for artificial recharge to the amount that can be blended on a volume-weighted basis with other sources of recharge to achieve five-year running average concentrations of less than or equal the maximum-benefit objectives (420 and 5 mg/l for TDS and nitrate, respectively). This data is analyzed and reported to the Santa Ana Water Board annually in April. During this reporting period, Watermaster and the IEUA continued their monitoring programs to collect the data required for analysis and reporting to the Santa Ana Water Board. Since recycled water recharge began in July 2005, the five-year volume-weighted running average TDS and nitrate concentrations have ranged from 203 to 354 mg/l and from 1.1 to 3.0 mg/l, respectively, and have never exceeded the maximum-benefit objectives. As of December 2024, the five-year volume-weighted running average TDS and nitrate concentrations of these three recharge sources were 264 and 1.5 mg/l, respectively.

As part of the Basin Plan amendment, the TDS and nitrate compliance metrics for the artificial recharge under maximum-benefit commitment number 5 are proposed to be modified to 10-year volume-weighted running average. During this reporting period, Watermaster and the IEUA continued to provide support to the Santa Ana Water Board staff for the Basin Plan amendment.

Ambient Groundwater Quality. Pursuant to the maximum-benefit commitment number 9, Watermaster and the IEUA are required to recompute the current ambient TDS and nitrate concentrations for the Chino Basin and Cucamonga GMZs periodically. The re-computation of ambient water quality is performed for the entire Santa Ana River Watershed, and the technical work is contracted, managed, and directed by the Santa Ana Watershed Project Authority's (SAWPA's) Basin Monitoring Program Task Force (Task Force). Watermaster and the IEUA have participated in each watershed-wide ambient water quality computation as members of the Task Force.

The most recent ambient water quality, which covers the 20-year period of 2002 to 2021 (2021 ambient water quality), was completed by the Task Force in October 2023. As part of this computation, Watermaster and the IEUA provided requested groundwater quality data, inputs on interim findings, and reviewed draft documentation to support the computation of the 2021 ambient water quality. Pursuant to the 2021 Basin Plan Amendment (R8-2021-0025), the Task Force is required to recompute the current ambient water quality every five years after October 1, 2023.

The next ambient water quality is due to the Santa Ana Water Board on October 1, 2028.

Development of a Surface Water Monitoring Program in Chino Creek. During the development of the 2024 California Integrated Report, which is a process implemented by the State Board and the Regional Water Boards to assess surface water conditions relative to the established water quality objectives, it was initially identified that Chino Creek 1B was an impaired water body subject to listing pursuant to Clean Water Act 303(d). Such a listing would require an extensive effort to develop and implement a Total

Optimum Basin Management Program

Program Element 7: Develop and Implement a Salt Management Program (Continued)

Maximum Daily Load (TMDL) program and could impact the Watermaster and IEUA recycled water permit and uses in the Chino Basin. During a subsequent review of potential impairment, the Santa Ana Water Board concluded that there is insufficient data to make a final determination of water quality conditions of Chino Creek 1B. While acknowledging that limited data indicates that water quality may be impaired, Watermaster was able to demonstrate to the Santa Ana Water Board that there is insufficient data to make a definitive water quality finding. And proposed an alternative approach to develop and implement a monitoring program to collect the requisite water quality data for use in future California Integrated Reports, and to characterize the sources of salt loading into Chino Creek should a TMDL or another program be required. In June 2024 a Water Board-approved monitoring program was developed, including the associated Quality Assurance Program Plan (QAPP). The monitoring program includes monthly surface water quality sampling, data processing and management, and annual data evaluation to characterize water quality and trends. During this reporting period Watermaster and IEUA initiated the monthly monitoring in August 2024.

Program Element 8: Develop and Implement a Groundwater Storage Management Program; and Program Element 9: Develop and Implement a Storage and Recovery Program

Groundwater storage is critical to the Chino Basin stakeholders. The OBMP outlines Watermaster's commitments to investigate the technical and management implications of Local Storage Agreements, improve related policies and procedures, and then revisit all pending Local Storage Agreement applications.

The existing Watermaster/IEUA/MWDSC/Three Valleys Municipal Water District Dry-Year Yield (DYY) program was initiated in the early 2000's and is the only Storage and Recovery Program that is being implemented in the Chino Basin. By April 30, 2011, all DYY program construction projects and a full "put" and "take" cycle had been completed, leaving the DYY storage account with a zero balance. Another DYY cycle began in June 2017 and was completed in June 2022. In response to the heavy precipitation in early 2023, MWDSC began recharging imported water in the Chino Basin in spring 2023. During the reporting period, MWDSC recharged about 6,086 acre-feet of imported water in the Chino Basin through the DYY program.

Safe Yield Recalculation

The Basin's Safe Yield was initially set by the Judgment at 140,000 acre-feet per year. The Safe Yield was based on the hydrology for the period of 1965 through 1974. Pursuant to the Judgment, the Chino Basin Safe Yield is to be recalculated periodically but not for at least ten years following 1978.

Pursuant to the OBMP Implementation Plan and Watermaster's Rules and Regulations, in fiscal year 2010/11 and every ten years thereafter, Watermaster is to recalculate the Safe Yield. The 2011 Safe Yield recalculation began in 2011 and after significant technical and legal process, on April 28, 2017, the Court issued a final order (2017 Court Order), resetting the Safe Yield to 135,000 acre-feet per year effective July 1, 2010.

In July 2018, Watermaster's Engineer began the technical work necessary for the Safe Yield recalculation for 2020 pursuant to the OBMP Implementation Plan using the approved methodology in the 2017 Court Order. After substantial technical process and stakeholder engagement, the Watermaster Board adopted recommendations to the Court to update the Safe Yield for the period 2021 through 2030 to 131,000 acre-feet per year. In July 2020, the Court approved Watermaster's recommendation and reset the Safe Yield to 131,000 acre-feet per year for the period commencing on July 1, 2020 and ending on June 30, 2030.

The 2017 Court Order i) requires that the Safe Yield be reevaluated no later than June 30, 2025, ii) allows for supplementation of the current Safe Yield Reset methodology, and iii) requires annual collection and evaluation of data regarding cultural conditions of the Chino Basin. The annual data collection and evaluation process includes determining whether "there has been or will be a material change from existing and projected conditions or threatened undesirable results" as compared to the conditions evaluated in the 2020 Safe Yield Recalculation. If evaluation of the data suggests that any of these criteria are met, then Watermaster's Engineer is required to undertake "a more significant evaluation" to model the impacts of the existing and projected cultural conditions on the Chino Basin.

In 2022, Watermaster's Engineer completed a process to supplement the current Safe Yield Reset methodology to address comments received during the peer review process of the 2020 Safe Yield recalculation regarding uncertainty in the groundwater model and the data used in future projections. As a result of this process, which was supported by extensive peer review, Watermaster submitted an updated Safe Yield Reset methodology (2022 Safe Yield Reset methodology) to the Court. The Court approved the 2022 Safe Yield Reset methodology in December 2022.

Optimum Basin Management Program

Program Element 8: Develop and Implement a Groundwater Storage Management Program; and Program Element 9: Develop and Implement a Storage and Recovery Program (Continued)

During this reporting period, Watermaster's Engineer completed the annual data collection and evaluation process covering the period through fiscal year 2022/23 and continued the process to reevaluate the Safe Yield of the Chino Basin for the period of fiscal year 2021 through 2030 (the 2025 Safe Yield Reevaluation). The annual data collection and evaluation process supported the need for the 2025 Safe Yield Reevaluation. The 2025 Safe Yield Reevaluation process includes updating Watermaster's groundwater-flow model and implementing the 2022 Safe Yield Reset methodology. Watermaster hosted three workshops during the reporting period to gather stakeholder and peer review input to support the 2025 Safe Yield Reevaluation.

Groundwater Storage Management

Addendum to PEIR. The original OBMP storage management program consists of managing groundwater production, replenishment, recharge, and storage such that the total storage within the basin lies within the range known as the Safe Storage Capacity (SSC), which is the difference between the Safe Storage⁴ and the Operational Storage Requirement⁵. The allocation and use of storage space in excess of the Safe Storage Capacity will preemptively require mitigation: mitigation must be defined, and resources must be committed to mitigation prior to allocation and use.

Water occupying the SSC includes Local Storage Account Water, Carryover Water, and water anticipated to be stored in future groundwater Storage and Recovery programs. This storage management program was evaluated in the OBMP programmatic environmental impact report (PEIR) in 2000.

After the OBMP PEIR, Watermaster and the Watermaster Parties revised the OBMP based on new monitoring and borehole data collected since 1998, an improved hydrogeologic conceptualization of the basin, new numerical models that have improved the understanding of basin hydrology since 2000, and the need to expand the Chino Basin Desalters (desalters) to the 40,000 acre-feet per year of groundwater production required in the OBMP Implementation Plan. These investigations included a recalculation of the total water in storage in the basin, based on the improved hydrogeologic understanding. The total storage in the Chino Basin for 2000 was estimated to be about 5.9 million acre-feet⁶, about 100,000 acre-feet greater than the estimated Safe Storage at the time.

The Watermaster Parties negotiated the Peace II Agreement to implement, among other things, the expansion of the desalters, the dedication of 400,000 acre-feet of groundwater in storage to desalter replenishment (i.e., approved overdraft), and changes in the Judgment to implement the Peace II Agreement. However, the storage management plan was not changed in light of the approved overdraft and the fact that the estimated storage in the basin exceeded the Safe Storage. The IEUA completed and subsequently adopted a supplemental environmental impact report for the Peace II Agreement in 2010.

Following the implementation of desalters and the Peace II Agreement, basin storage continued to grow, prompting Watermaster and the IEUA to propose a temporary increase in Safe Storage Capacity. This was analyzed through an addendum to the 2000 PEIR, and on March 15, 2017, the IEUA adopted an increase from 500,000 acre-feet to 600,000 acre-feet, effective from July 1, 2017, to June 30, 2021. The temporary increase did not cause material physical injury (MPI) or loss of Hydraulic Control, giving Watermaster and its partners time to develop a new storage management plan.

2020 Storage Management Plan. In 2019, Watermaster began developing the 2020 Storage Management Plan (2020 SMP) with input from the Watermaster Parties and Board. A white paper outlining the need and requirements for the SMP was presented to stakeholders in June 2019. This effort built on the 2018 Storage Framework Investigation, which explored potential storage space between 700,000 and 1,000,000 acre-feet. A final SMP report was published in December 2019 and included in the 2020 OBMP Update Report, which the Watermaster Board adopted in October 2020.

Local Storage Limitation Solution. The temporary increase in Safe Storage Capacity was set to expire on June 30, 2021, reverting to 500,000 acre-feet unless a new Court-approved storage agreement was made. By the end of Production Year 2020, Managed Storage had reached 588,000 acre-feet. To address the expiration, Watermaster Parties recommended expanding environmental analysis to cover storage use above 500,000 acre-feet. This work, called the Local Storage Limitation Solution (LSLS), was supported by an updated groundwater-flow model that found no unmitigable significant adverse impacts. The LSLS allowed Safe Storage Capacity to increase to 700,000 acre-feet through June 30, 2030, and to 620,000 acre-feet from July 1, 2030, through June 30, 2035. The CEQA documentation was adopted as Addendum No. 2 to the OBMP PEIR on March 17, 2021. The Court granted Watermaster's motion, and the LSLS became effective on July 1, 2021.

⁴ Safe Storage is an estimate of the maximum storage in the basin that will not cause significant water quality and high groundwater related problems. Safe Storage was estimated in the development of the OBMP to be about 5.8 million acre-feet based on the then-current understanding of the basin.

⁵ The Operational Storage Requirement is the storage or volume in the Chino Basin that is necessary to maintain the Safe Yield. This is an average value with the storage oscillating around this value due to dry and wet periods in precipitation. The Operational Storage Requirement was estimated in the development of the OBMP to be about 5.3 million acre-feet. This storage value was set at the estimated storage in the basin in 1997.

⁶ The most recent modeling of the Chino Basin estimates the total water in storage to be about 12 million acre-feet.

Optimum Basin Management Program

Program Element 8: Develop and Implement a Groundwater Storage Management Program; and Program Element 9: Develop and Implement a Storage and Recovery Program (Continued)

Motion to Increase Safe Storage Capacity to 900,000 Acre-Feet. Following two consecutive wetter-than-average years resulting in low groundwater demands and increased recharge through the DYY Program, the total managed storage at the end of fiscal year 2023/24 was about 709,000 acre-feet, exceeding the Safe Storage Capacity authorized by the approval of the LSLs. To address this, the Watermaster Board adopted Resolution 2024-04 to recommend that the Court authorize the increase of the Safe Storage Capacity to a maximum of 900,000 acre-feet through June 30, 2040, consistent with the project evaluated as part of the 2020 OBMP Update (see 2020 OBMP Update description below). Watermaster submitted the motion in December 2024, and a hearing has been set in January 2025 for the Court to hear and decide on the motion.

2020 OBMP Update

OBMP implementation began in 2000. By 2019, many of the projects and management programs envisioned in the 2000 OBMP have been implemented. The understanding of the hydrology and hydrogeology of the Chino Basin has improved since 2000 and new water-management issues have been identified that necessitate that the OBMP be adapted to protect the collective interests of the Watermaster Parties and their water supply reliability. For these reasons, the Watermaster, with input from the Parties, prepared a 2020 OBMP Update to set the framework for the next 20 years of basin-management activities.

During 2019, Watermaster convened a collaborative stakeholder process to prepare the 2020 OBMP Update similar to the process employed for the development of the 2000 OBMP. The final 2020 OBMP Scoping Report (Scoping Report) was published in November 2019 to document the results of the first four Listening Sessions that Watermaster conducted with the stakeholders. The Scoping Report summarized (1) the need to update the OBMP, (2) the issues, needs, and wants of the stakeholders, (3) the goals for the 2020 OBMP Update, and (4) the recommended scope of work to implement seven stakeholder-defined basin-management activities that could be included in the 2020 OBMP Update.

Through the listening session process, it became apparent that the 2000 OBMP goals remain unchanged, and the nine Program Elements (PEs) defined in the 2000 OBMP are still relevant today as the overarching program elements of a basin management program. Each of the seven activities in the Scoping Report had objectives and tasks that were directly related to one or more of the 2000 OBMP PEs. Based on this finding, the nine PEs defined in the 2000 OBMP were retained for the 2020 OBMP Update. Each of the seven activities were mapped to one of the existing PEs.

In January 2020, the Watermaster published the 2020 OBMP Update Report, which described: (1) the 2020 OBMP Update process; (2) the OBMP goals and new activities for the 2020 OBMP Update; (3) the status of the OBMP PEs and ongoing activities within them; and (4) the recommended 2020 OBMP management plan – inclusive of ongoing and new activities. The management plan will form the foundation for the Watermaster Parties to develop a 2020 OBMP Implementation Plan and the agreements necessary to implement it. After several workshops and comprehensive review and comments by Watermaster Parties, the final 2020 OBMP Update Report was adopted by the Watermaster Board on October 22, 2020.

In January 2020, Watermaster and the IEUA (as the lead agency) began preparing a subsequent Environmental Impact Report (SEIR) to support the 2020 OBMP Update. This SEIR was designed to inform decision-making, investments, and grant applications for both ongoing and new management actions under the OBMP. However, following feedback from the Parties, the certification of the SEIR was postponed. In 2022, Watermaster and IEUA resumed the process, holding three workshops to gather input from the Watermaster Parties on the 2020 OBMP Update's project description and potential updates. This included the proposed use of managed storage of up to 900,000 acre-feet. In May 2023, Watermaster published the 2023 Storage Framework Investigation to evaluate the impacts of this storage level. IEUA then released the draft SEIR for public review in September 2023, with the comment period concluding on November 9, 2023. The final SEIR was certified by IEUA in February 2024.

Two new management activities in the 2020 OBMP Update began in fiscal year 2023/24: (1) development of a Storage and Recovery Master Plan (SRMP); and (2) preparation of a WQMP. Watermaster and its stakeholders began convening the WQC in fiscal year 2023/24 to define the objectives and refine the scope of work for the WQMP, and develop a monitoring plan for emerging contaminants in the Chino Basin (see Groundwater Quality Management Program section under PE 6 in this report). The WQC did not meeting during this reporting period. The SRMP Committee (SRMPC) initially convened in November 2023 to define the objectives of the SRMP and refine the scope of work for its development, including defining desired benefits of Storage and Recovery Programs in the Chino Basin. The SRMPC did not meet during this reporting period.

Exhibit B

RULINGS FOR September 12, 2025
Department R17 - Judge Gilbert G. Ochoa

This court follows California Rules of Court, rule 3.1308(a) (1) for tentative rulings. (See San Bernardino Superior Court Local Emergency Rule 8.) Tentative rulings for each law & motion will be posted on the internet (<https://www.sb-court.org>) by 3:00 p.m. on the court day immediately before the hearing.

If you do not have internet access or if you experience difficulty with the posted tentative ruling, you may obtain the tentative ruling by calling the Administrative Assistant. You may appear in person at the hearing but personal appearance is not required and remote appearance by CourtCall is preferred during the Pandemic. (See www.sbcourt.org/general-information/remote-access)

If you wish to submit on the ruling, call the Court, check-in and state that you will be submitting on the Tentative, and your appearance is not necessary. But you must check in.

If both sides do not appear, the tentative will simply become the ruling.

If any party submits on the tentative, the Court will not alter the tentative and it will become the ruling.

If one party wants to argue, Court will hear argument but will not change the tentative.

If the Court does decide to modify tentative after argument, then a further hearing for oral argument will be reset for both parties to be heard at the same time by the Court.

This procedure is meant to minimize your waiting time in Court.

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

Chino Basin Muni Water District vs. City of Chino

SEP 12 2025

Motion: Motion for Extension of Time to Complete Safe Yield Eval

Movant: Chino Basin Watermaster

Respondent: All Other Parties

BY Stephanie Hernandez
STEPHANIE HERNANDEZ, DEPUTY

Ruling: Granted. No opposition was presented. Orders signed.

Movant to give Notice.

Dated- 9-12-25

Gilbert G. Ochoa

Judge
Gilbert G. Ochoa



FEE EXEMPT

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

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

CITY OF CHINO, ET AL.,

Defendants.

Case No. RCVRS51010

[Assigned for All Purposes to the
Honorable Gilbert G. Ochoa]

**~~PROPOSED~~ ORDER GRANTING CHINO
BASIN WATERMASTER'S MOTION FOR
EXTENSION OF TIME TO COMPLETE
SAFE YIELD EVALUATION**

SEP 12 2025

Date: ~~June 6, 2025~~
Time: 10:00 a.m.
Dept: R17

[Notice of Motion and Motion; Declaration of
Garrett Rapp; Declaration of Todd M. Corbin
filed concurrently herewith]

SEP 12 2025

[PROPOSED] ORDER

On ~~June 6, 2025~~, Chino Basin Watermaster's ("Watermaster") Motion for Extension of
Time to Complete Safe Yield Evaluation came on regularly for hearing in the above-captioned
matter. Having read and considered the papers and heard the arguments of counsel, the Motion is
GRANTED. It is **HEREBY ORDERED** that:

1. To date, Watermaster has complied with the provisions of this Court's April 28,

1 2017 Orders for Watermaster's Motion Regarding the 2015 Safe Yield Reset Agreement,
2 Watermaster's Rules and Regulations, and the Optimum Basin Management Program
3 Implementation Plan to update the Chino Valley Model and undertake the required 2025 Safe Yield
4 evaluation.

5 2. Given the potential impacts to the recharge to the Basin that have been identified
6 thus far in the process of the 2025 Safe Yield evaluation, it is reasonable to incorporate a peer
7 review into the 2025 Safe Yield evaluation.

8 3. The deadline for Watermaster's completion of the 2025 Safe Yield evaluation is
9 extended to October 31, 2025.

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12 **IT IS SO ORDERED.**

13
14 Dated: 9-12, 2025



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A handwritten signature in black ink, appearing to read "Gilbert G. Ochoa".

Hon. Gilbert G. Ochoa
Judge of the Superior Court

Exhibit C

~~TENTATIVE~~ RULINGS FOR June 13, 2025
Department R17- Judge Gilbert G. Ochoa

This court follows California Rules of Court, rule 3.1308(a) (1) for tentative rulings. (See San Bernardino Superior Court Local Emergency Rule 8.) Tentative rulings for each law & motion will be posted on the internet (<https://www.sb-court.org>) by 3:00 p.m. on the court day immediately before the hearing.

If you do not have internet access or if you experience difficulty with the posted tentative ruling, you may obtain the tentative ruling by calling the Administrative Assistant. You may appear in person at the hearing but personal appearance is not required and remote appearance by CourtCall is preferred during the Pandemic. (See www.sbcourt.org/general-information/remote-access)

If you wish to submit on the ruling, call the Court, check-in and state that you will be submitting on the Tentative, and your appearance is not necessary. But you must check in. If both sides do not appear, the tentative will simply become the ruling.

If any party submits on the tentative, the Court will not alter the tentative and it will become the ruling.

If one party wants to argue, Court will hear argument but will not change the tentative.

If the Court does decide to modify tentative after argument, then a further hearing for oral argument will be reset for both parties to be heard at the same time by the Court.

This procedure is meant to minimize your waiting time in Court.

Watermaster Case
CHINO BASIN MUNICIPAL WATER DISTRICT

v.

CITY OF CHINO, et al.

RCVRS51010

Motion(s): Motion for Attorney Fees and Costs

Movant(s): Inland Empire Utilities Agency

Respondent(s): City of Ontario; City of Chino; and, Monte Vista Water District and Monte Vista Irrigation Company

Discussion

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

SEP 12 2025

BY Stephanie Hernandez
STEPHANIE HERNANDEZ, DEPUTY

IEUA seeks \$63,069 in attorney fees, arguing that as the prevailing party in this action, they are entitled to costs and fees under the contract—namely, under section 9.2(d) of the Peace Agreement.

In support of the motion, counsel, Jean Cihigoyenette submits a declaration. He attests that IEUA is a party to the Peace Agreement. (Cihigoyenette ¶ 7.) A true and correct copy of the Peace Agreement is also attached to the declaration as Exhibit A. (*Ibid.*)

Article IX of the Peace Agreement, entitled “Conflicts,” provides in relevant part:

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

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

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

....

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

(See Cihigoyenette Decl.; Exh. A, Peace Agreement §9.2, p. 54.) IEUA also notes that a review of the underlying motion to the appeal shows the moving parties invoked the Peace Agreement.

(See RJN, Exh. 1 at 3:17-20.) IEUA also notes other examples whereby the moving parties had invoked the Peace Agreement. (*Id.* pp. 7-8.)

IEUA argues now that the remittitur has been issued, it is appropriate for this Court to award the attorney fees and costs. They cite:

Accordingly, “because contractually authorized attorney fees are now listed as costs under Code of Civil Procedure section 1033.5,... they may either be requested of the appellate court while the appeal is pending, or of the trial court upon issuance of the remittitur. The trial court has jurisdiction to award them, regardless of the lack of specific instructions in the opinion or the remittitur.”

(*Butler-Rupp v. Lourdeaux* (2007) 154 Cal.App.4th 918, 924, citing *Harbour Landing-Dolfann, Ltd. v. Anderson* (1996) 48 Cal.App.4th 260.)

In addition, IEUA argues that the fees and costs they seek are reasonable. Counsel Cihigoyenetché attests he has been practicing law for more than 42 years and has served for approximately 31 years as general counsel to the IEUA. He currently serves as general counsel to East Valley Water District, and has had that position for 11 years. For the past 31 years, his primary area of practice has been as general counsel to municipal water and wastewater districts. Over the years, he has provided special counsel services to water and wastewater districts. Since 2016, he has practiced under the fictitious business name JC Law Firm and is the principal of that firm. (Cihigoyenetché ¶ 2.) He is the attorney primarily responsible for representing IEUA in this case. (Cihigoyenetché ¶ 3.)

Cihigoyenetché’s hourly rate varied throughout the course of this matter. It began with the hourly rate of \$350 per hour through April 2023, but as of May 1, 2023, the rate increased to \$475 per hour, and as of July 1, 2024, his rate increased to \$490 per hour. (*Ibid.*) As of the date of the declaration (February 17, 2025), he spent 144.6 hours of legal services representing IEUA, which are allocated as follows:

- a. Correspondence (written and telephone) with clients and parties. 6.5 hours
- b. Legal research/preparation of pleadings and appellate brief. 84.1
- c. Review pleadings/court orders/record on appeal. 44
- d. Court appearances. 10.0

Total: 144.6

(Cihigoyenette ¶ 4.) Of the total amount requested, \$12,897.50 is for legal services pre-appeal, and \$50,131.50 is the cost of legal services related to the appeal. There is an additional cost of \$40 for a reporter's transcript. (Cihigoyenette ¶ 5.)

The associated Memorandum of Costs notes that the Attorney Fees are \$63,029 and the reporter's transcript charge was \$40, which brings the total to \$63,069. Notably, IEUA has already accepted \$21,000 from the City of Chino per the settlement. Therefore, only \$42,069 in fees and costs remain at issue.

Ontario opposes the motion arguing IEUA has no grounds to recover attorney fees for its intervention in proceedings challenging the Watermaster. The underlying motion, they say, attacked a Watermaster budget action and sought no relief from IEUA. Further, they claim Watermaster defended itself from the challenge, and it did not rely on IEUA.

Of note, Ontario does not dispute the \$40 cost for the reporter's transcript since the appellate court ordered costs. Thus, only \$42,029 is at issue.

Ontario acknowledges IEUA's fee motion invokes section 9.2(d) of the Peace Agreement, but they argue the CEQA Budget did not trigger any attorney fee shifting under the Peace Agreement because Watermaster, the sole target of the CEQA Budget motion, is not a party to the Peace Agreement.

Ontario additionally argues section 9.2(d) of the Peace Agreement excludes proceedings under the Judgment, such as the motion challenging Watermaster's budget action under Judgment paragraph 31(c).

Ontario also claims the predicates that trigger section 9.2(d) have not been met because it was not in default under the Peace Agreement. Specifically, Ontario argues the motion utilized

paragraph 31 of the Judgment (as noted above) and that section 9.2(d) applies where a Notice of Default is properly served on the opposing party giving the party opportunity to cure the default.

Further, Ontario argues IEUA's fees are unreasonable because there was no need to intervene and defend Watermaster.

Lastly, Ontario argues that the request for \$12,897.50 for pre-appeal legal fees is time-barred because the Court rendered a final, appealable order on the merits analogous to a judgment in November 2022. Ontario argues the time to file any motion for attorney fees ran concurrently with the time to appeal from the order and expired in early 2023.

In support of the Ontario Opposition, counsel Gina R. Nicholls submits a declaration. She attaches a copy of the 2012 Restated Judgment as Exhibit 1. (Nicholls Decl. ¶ 2.) She also attests the IEUA intervened in the underlying motion in support of Watermaster by filing a 3-4 page opposition with a declaration. She also appeared for Ontario at the Court hearing regarding the CEQA Budget Motion, and Watermaster presented oral argument, counsel for IEUA appeared but otherwise did not participate in oral argument. (Nicholls Decl. ¶¶ 3-4; Exh. 2.)

In early 2023, Ontario and Chino filed notices of appeal, while Monte Vista did not appeal. (Nicholls Decl. ¶ 5.) Nicholls also attests that no participant in the CEQA Budget Motion, including IEUA, filed any motion for attorney fees following notice of the Court's final ruling and before the resulting appellate proceedings. (Nicholls. Decl. ¶ 6.)

On appeal, Watermaster filed a Respondent's brief approximately 36 pages long, and IEUA filed an additional Respondent's brief of approximately 6-7 pages. Nicholls personally appeared on behalf of Ontario at oral arguments where counsel for IEUA also appeared but remained silent during the proceedings. (Nicholls Decl. ¶ 7; Exh. 3.)

Monte Vista joins in Ontario's Opposition and presents its own opposing arguments. Monte Vista argues that attorney fee shifting does not apply and has never been applied to motion proceedings in Watermaster Court pursuant to the Court's continuing jurisdiction under the Judgment. Like Ontario, Monte Vista argues section 9.2(d) expressly excludes adversarial proceedings utilizing the dispute resolution procedure under the Judgment. However, unlike Ontario, Monte Vista argues the appellate court's decision as to both issues raised on appeal, the expenditure of funds as well as the appointment of IEUA as lead agency, addressed the nature and scope of Watermaster authority arising from the Judgment.

Was Watermaster the sole target of the underlying "Budget Motion"? Ontario argues that Watermaster was not a signatory to the Peace Agreement and was the sole target and party from whom relief was sought, thereby precluding IEUA from invoking section 9.2(d) of the Peace Agreement; however, Watermaster was not the sole target of the motion. The motion had two parts; the first of which was to challenge the expenditure of funds for the OBMPU PEIRU, but the second part was a challenge to IEUA's appointment as lead agency. Ontario does not contest that both they and IEUA are signatories to the Peace Agreement. Ontario does not contest that IEUA opposed the underlying motion and participated in the appeal. Further, Ontario does not dispute that IEUA is a prevailing party on appeal. This argument alone does not appear to prevent IEUA from invoking section 9.2(d) of the Peace Agreement. Indeed, it is merely a mischaracterization of the motion.

Does section 9.2(d) apply? Ontario argues the "Budget Motion" was brought under the Judgment and thereby does not implicate the Peace Agreement and its provisions. Specifically, Ontario cites paragraph 30 of the Judgment, which provides:

Annual Administrative Budget. Watermaster shall submit to Advisory Committee an

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

Paragraph 31 provides review procedures, such that:

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

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

(Nicholls Decl.; Exh. 1, Judgment at ¶¶ 30-31.) Here, the challenge to the budget falls under the Judgment as cited by Ontario, but that is only half of the issue.

The motion also challenged IEUA's appointment as the lead agency. This issue does not necessarily fall under paragraph 31 of the Judgment. Ontario, nor Monte Vista, point to any provision in the Judgment under which the challenge to IEUA's appointment as lead agency was brought. Further, a review of the appellate decision shows that the appellate court did rely on the Peace Agreement for determining whether the appointment of IEUA as lead agency violated any conflicts of interest. The court noted: "The identification of IEUA as lead agency for the OBMPU PEIRU was based on the Peace Agreements and IEUA's long history of serving as lead agency for environmental impact review of the OBMP. IEUA was approved by the parties, and

designated as lead agency by the superior court in 1999.” (*Chino Basin Municipal Water District v. City of Ontario* (Cal. Ct. App., Nov. 12, 2024, No. E080533) 2024 WL 4750863, at *7.)

In addition, the appellate court also looked at the Peace Agreement in determining whether the budget action by the Watermaster with respect to the expenditure of funds for the CEQA review was authorized.

Turning our analysis to the propriety of budgeting for the OBMPU PEIRU in the FY 2022/2023 budget, as previously noted, Watermaster is charged with discretionary authority and responsibility to adopt a management program to achieve full utilization of the Basin's resources. To that end, in 1999, Watermaster prepared the OBMP, budgeted for and assessed the parties for expenses associated with the PEIR for the OBMP in FY 1998/1999 and FY 1999/2000, designated (with the parties' and the superior court's approval) IEUA as the lead agency, and completed the draft OBMP PEIR prior to execution of Peace 1. The parties to the Judgment (except Monte Vista Water District) agreed that the OBMP PEIR was necessary because certain programs within the OBMP will necessitate further project-specific CEQA evaluation. Furthermore, certification of the OBMP PEIR was a condition for court approval of Peace I.

(*Id.* at *6.) And:

Contrary to appellants' claims, nothing in the Judgment, Peace Agreements, Watermaster's rules and regulations, or prior practice of the parties prevents Watermaster from budgeting, or approving a budget that includes funding for the OBMPU PEIRU. Rather, the Judgment explicitly permits Watermaster to undertake and fund environmental studies, hydrologic conditions, and operating aspects of implementation of the management program for the Basin.

(*Ibid.*) Further, the court analyzed the history of the OBMP and the PEIR, which brought about the execution of the Peace Agreements.

On June 29, 2000, the parties executed the Peace Agreement (Peace I) to facilitate implementation of the OBMP. According to Peace I, the parties agreed that no project subject to CEQA review would be carried out unless and until the environmental review and assessments have been completed. Peace I's recitals state that the draft PEIR for the OBMP was completed and circulated to the parties prior to execution of Peace I. Certification of the OBMP PEIR was a condition for court approval of Peace I. Peace I was amended in 2004 and 2007.

In 2007, the parties entered into the Peace II Agreement (Peace II) wherein they agreed to support Watermaster's OBMP implementation plan, acknowledged IEUA as the properly designated lead agency for the purpose of completing environmental assessment and review of the proposed project [...]

(*Id.* at *2.)

While Ontario Defendants are correct that the Judgment also was at issue, case law provides that when some fees are recoverable under Civil Code section 1717 or the terms of the contract, and others are not, such fees need not be apportioned if they are so intertwined that it would be impracticable or impossible to separate them. The issue usually arises when non-contract claims are also asserted, with courts holding that fees need not be apportioned “‘when incurred for representation on an issue common to both a cause of action in which fees are proper and one in which they are not allowed. All expenses incurred with respect to the [issues common to all causes of action] qualify for award.’” (*Thompson Pacific Const., Inc. v. City of Sunnyvale* (2007) 155 Cal.App.4th 525, 555.) “Thus, allocation is not required when the issues are ‘so interrelated that it would have been impossible to separate them into claims for which attorney fees are properly awarded and claims for which they are not.’ [Citation.]” (*Ibid.*) When fees are authorized for some causes of action, but not others, allocation is a matter within the trial court’s discretion. (*Ibid.*)

The same principles should likewise apply here where the appellate issues of the parties’ obligations under the Judgment and the Peace Agreement are inextricably intertwined.

Therefore, the Peace Agreement and its provisions, in general, apply.

On the other hand, even if the Peace Agreement is invoked, Section 9.2(d) categorically provides that it applies to “Remedies Upon Default.” And section 9.1 delineates what events

constitute a default by a Party. As cited above, the following constitute defaults under the Peace Agreement:

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

(See Peace Agreement § 9.1, p. 53.) Ontario's motion seeking judicial review of the Watermaster's actions does not fall under this definition of default.

Therefore, it must be determined if the attorney fee provision that is stated in subdivision (d) of section 9.2 of the Peace Agreement applies only in the event of a default. To do so, the Court must interpret the contract to determine the intent of the parties.

Does the Attorney Fee provision only apply to a "default"?

The rules governing the role of the court in interpreting a written instrument are well established. The interpretation of a contract is a judicial function. [Citation.] In engaging in this function, the trial court "give[s] effect to the mutual intention of the parties as it existed" at the time the contract was executed. (Civ. Code, § 1636.) Ordinarily, the objective intent of the contracting parties is a legal question determined solely by reference to the contract's terms.

(*Wolf v. Walt Disney Pictures & Television* (2008) 162 Cal.App.4th 1107, 1125–1126.) "The court generally may not consider extrinsic evidence of any prior agreement or contemporaneous oral agreement to vary or contradict the clear and unambiguous terms of a written, integrated contract. [Citations.] Extrinsic evidence is admissible, however, to interpret an agreement when a material term is ambiguous." (*Id.* at p. 1126.)

When the meaning of the words used in a contract is disputed, the trial court engages in a three-step process. First, it provisionally receives any proffered extrinsic evidence that is relevant to prove a meaning to which the language of the instrument is reasonably susceptible. [Citations.] If, in light of the extrinsic evidence, the language is reasonably susceptible to the interpretation urged, the extrinsic evidence is then admitted to aid the court in its role in interpreting the contract. [Citations.] When there is no material conflict in the extrinsic evidence, the trial court interprets the contract as a matter of law.

(*Ibid.*) “Interpretation of a written instrument becomes solely a judicial function only when it is based on the words of the instrument alone, when there is no conflict in the extrinsic evidence, or when a determination was made based on incompetent evidence.” (*City of Hope National Medical Center v. Genentech, Inc.* (2008) 43 Cal.4th 375, 395.)

Here, there is no extrinsic evidence presented by the parties, and the interpretation of the Peace Agreement is based on the words alone. In looking to the clear and unambiguous terms of the Peace Agreement as a whole, it appears the fee shifting provision of section 9.2, subdivision (d) is intended only to apply to defaults.

First, in the rules of construction, section 1.2 of the Peace Agreement, it is stated that “Headings at the beginning of Articles, paragraphs, and subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used in construing it.” (Peace Agreement, § 1.2(b).)

Next, under section IV, Mutual Covenants, specifically 4.2, the parties agreed “Nothing herein shall be construed as limiting any Party’s right of participation in all the functions of Watermaster as are provided in the Judgment or to preclude a party to the Judgment from seeking judicial review of Watermaster determinations pursuant to the Judgment or as otherwise provided in this Agreement. (Peace Agreement, § 4.2.)

Section 9 pertains to conflicts. As stated above, section 9.1 defines what constitutes a default by a party. A default occurs where a party fails to perform or observe any term, covenant, or undertaking in the Agreement that it is to perform or observe and such failure continues for ninety (90) days from a Notice of Default being sent in the manner prescribed in Section 10.13. (*See* Peace Agreement, § 9.1(a).)

Here, the Peace Agreement does not classify seeking judicial review of a Watermaster action under the Judgment as a default. Indeed, throughout, the Peace Agreement allows any party to seek judicial review, as it is expressly stated in section 4.2. Further evidence of this intent to exclude judicial review of Watermaster actions is found in Section 9.3.

Section 9.3 of the Peace Agreement, entitled “Dispute Resolution” states it is applicable to disputes between the parties, other than those constituting a “Default” or “Exclusion”. The Dispute Resolution process in Section 9.3(c) calls for non-binding mediation. The Exclusion section provides that the rights and remedies of parties to the Judgment to seek review of Watermaster actions are not subject to dispute resolution. (Peace Agreement § 9.3(b)(iii).) Throughout Section 9, Conflicts, review of Watermaster actions under the Judgment are consistently excluded from the remedies under the Peace Agreement.

As noted above, Respondents did seek judicial review under paragraph 31 of the Judgment, although they also implicated the Peace Agreement in their underlying motion. Yet, a default under the Peace Agreement occurs when a party fails to perform or observe any term, covenant, or undertaking. Seeking judicial review, however, does not fall under the definition of default whereby a party fails to perform a covenant as provided in the Peace Agreement. Instead, seeking judicial review is permitted. (*See* Peace Agreement, § 4.2.)

In addition, the Peace Agreement attorney fees provision requires a Notice of Default procedure that is prescribed section 10.13. It provides that: (a) Any notice required under this Agreement shall be written and shall be served either by personal delivery, mail, or fax. Subsequent to this notice, section 9.1(a) applies whereby 90 days from the Notice, if the party continues to fail to perform or observe any term, covenant, or undertaking in the Agreement,

then they are in default. (Peace Agreement §10.13, p. 59.) The Notice of Default gives notice to a party to correct the default.

Section 9.2 by its plain and unambiguous language provides remedies upon default only. It does not provide remedies under circumstances beyond default.

Even discounting the heading “Remedies Upon Default,” the language of 9.2 provides: **“In the event of a default**, each Party shall have the following rights and remedies.” (Peace Agreement, § 9.2, emphasis added.) The provision for attorney fees follows as subparagraph, (d), of section 9.2. Therefore, Ontario appears correct that the section 9.2(d) is predicated on a default event. Only then does section 9.2(d) apply, which provides for the recovery of attorney fees by a prevailing party in an adversarial proceeding.

When reading the Peace Agreement as a whole, it appears the parties intended for fee shifting to apply under section 9.2(d) when a party defaults, had notice of the default, and did not correct the default—thus causing an adversarial proceeding.

This is also a logical interpretation of the provision, whereby a defaulting party causes attorney fees to incur, is found at fault, and the prevailing party thus enjoys the benefits of fee shifting. Of course: “[T]he primary object of all interpretation is to ascertain and carry out the intention of the parties.” (*City of Manhattan Beach v. Superior Court* (1996) 13 Cal.4th 232, 238.) It does not appear, however, the parties intended to create a fee shifting provision for all disputes, as argued by IEUA in their moving papers and upon reply, otherwise, each time the Court undertook any judicial review implicating the Peace Agreement, a prevailing party would need to be determined and awarded attorney fees. Rather, this provision appears to be intended to encourage a default to be cured prior to further legal intervention or to discourage unwarranted accusations of default.

Finally, in reply, IEUA admits they did not comply with default procedures because they never declared a default. (See Reply, p. 4:20.) Indeed, IEUA does not address the requirement of the Notice of Default at all as prescribed by section 9.1(a) and section 10.13. Instead, IEUA argues the opposing parties declared a default by challenging IEUA's suitability as lead agency. Nowhere in the Peace Agreement is it stated that seeking judicial review constitutes a Notice of Default. This would also deny a party the 90 days to correct the default.

IEUA's claim, in reply, that they themselves were the defaulting party against whom action was taken overlooks the plain language of the Peace Agreement. IEUA cannot be said to be in default simply because they were appointed as lead agency, or that their appointment was challenged, as that would not constitute a failure to perform or observe any term, covenant, or undertaking in the Agreement.

All parties acknowledge a Notice of Default was never issued as to any party, which is required in order to allow a defaulting party time to cure before the fee shifting procedure is implicated. In light of this, IEUA is not entitled to attorney fees. As such, the Court need not reach Ontario's remaining arguments.

Ruling

The Court DENIES IEUA's motion for attorney fees but grant the award for costs as to the uncontested \$40 in appellate costs for the reporter's transcript.

Movant to give Notice and prepare Order.

Dated-

9-12-25



Judge



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 September 17, 2025 I served the following:

1. NOTICE OF ENTRY OF ORDERS

/ 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 September 17, 2025 in Rancho Cucamonga, California.



By: Ruby Favela Quintero
Chino Basin Watermaster

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