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

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

12 Plaintiff,

13 v.

14 CITY OF CHINO, et al.,

15 Defendants.

CASE NO. RCVRS 51010

[ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE GILBERT G. OCHOA]

**SUPPLEMENTAL DECLARATION OF
ELIZABETH P. EWENS IN SUPPORT
OF CITY OF ONTARIO'S
OPPOSITION TO WATERMASTER'S
MOTION FOR COURT APPROVAL
OF CORRECTED AND AMENDED
FISCAL YEARS 2021/22 AND 2022/23
ASSESSMENT PACKAGES**

Hearing:

Date: June 12, 2026
Time: 11:00 a.m.
Department: R-17


1 I, Elizabeth P. Ewens, declare as follows:

2 1. I am a partner with the law firm Stoel Rives LLP and am counsel of record for the
3 City of Ontario (“Ontario”) in this action. I have personal knowledge of the facts stated herein,
4 and if called and sworn as a witness, could and would testify competently hereto.

5 2. I make this declaration in support of Ontario’s Opposition to Watermaster’s
6 Motion for Court Approval of Corrected and Amended Fiscal Years 2021/22 and 2022/23
7 Assessment Packages, filed concurrently herewith.

8 3. On June 1, 2026, I submitted a declaration in support of Ontario’s Opposition
9 brief. In that declaration, I referenced the recording of the March 25, 2026 Special Meeting of the
10 Watermaster Advisory Committee posted to the Watermaster’s website. (See Declaration, ¶ 7.)
11 I attended the Special Meeting. The only item on the agenda for the Special Meeting was the
12 draft Fiscal Year 2021/22 and 2022/23 Corrected and Amended Assessment Packages. Attached
13 hereto as **Exhibit 4** is a true and correct copy of a certified transcript of the recording of the
14 March 25, 2026 Special Meeting of the Watermaster Advisory Committee.

15 I declare under penalty of perjury under the laws of the state of California that the foregoing
16 is true and correct. Executed on this 10th day of June 2026, at Sacramento, California.

17 
18 _____
Elizabeth P. Ewens

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EXHIBIT 4

Audio Transcript

Case Number:

Date: March 25, 2026

In the matter of:

CHINO BASIN WATERMASTER ADVISORY COMMITTEE - SPECIAL MEETING

**CERTIFIED
COPY**

Reported by:
Alberto Diaz

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STATE OF CALIFORNIA

In the Matter of:)

CASE ID: N/A

CHINO BASIN WATERMASTER ADVISORY COMMITTEE - SPECIAL
MEETING

An audio transcription

Transcribed by:
Alberto Diaz

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APPEARANCES

- CHRIS FEALY
- BEN OROSCO
- RON CRAIG
- JUSTIN SCOTT-COE
- CHRIS BERCH
- CHAD NISHIDA
- NOAH GOLDEN-KRASNER
- NICOLE DEMOET
- CHRIS DIGGS
- ANNA NELSON
- CHAIR, SCOTT BURTON
- BRIAN GEYE:
- BRAD HERREMA
- TODD CORBIN
- JOHN LOPEZ

1 CHAIR, SCOTT BURTON: Al l right well I
2 guess we'll -- I guess we'll get started. It's 9:02. So
3 Watermaster

4 Anna, I assume you're there. Can we get a
5 roll call?

6 AUTOMATED VOICE: Recording in progress.

7 ANNA NELSON: All right. Yes, Mr. Chair,
8 good morning, everyone. This is the attendance roll
9 call for the March 25, 2026 advisory committee special
10 meeting. I'm going to go ahead and start with the non-
11 AG pool, City of Ontario.

12 CHAIR, SCOTT BURTON: Scott Burton here.

13 ANNA NELSON: California Speedway
14 Corporation.

15 BRIAN GEYE: Brian Geye.

16 ANNA NELSON: You. Calmat Company. Okay.
17 Moving on to the agricultural pool. Do we have Vice
18 Chair Pearson? Ruben Lamas. Paul Hofer. Nathan DeBoom
19 (phonetic). Henry Dahan. Bob Thinstras (phonetic). John
20 Heitzing (phonetic). Tariq Awan. Emilda Cadigal. Jimmy
21 Medrano. Okay. If I've missed anyone, if there's anyone
22 from the agricultural pool, please speak up. Okay. Let
23 me move on to the appropriative pool for now starting
24 with the City of Chino.

25 BEN OROSCO: Ben Orosco.

1 ANNA NELSON: City of Chino Hills.
2 RON CRAIG: Ron Craig.
3 ANNA NELSON: City of Ontario.
4 CHAD NISHIDA: Chad Nishida.
5 ANNA NELSON: City of Pomona.
6 CHRIS DIGGS: Chris Diggs.
7 ANNA NELSON: City of Upland.
8 NICOLE DEMOET: Nicole deMoet.
9 ANNA NELSON: Cucamonga Valley Water
10 District.
11 Eduardo Espinoza
12 Montana Union Water Company.
13 JUSTIN CUSTRUITA: Justin Castruita.
14 ANNA NELSON: Fontana Water Company.
15 CHRIS FEALY: Chris Feely.
16 ANNA NELSON: Jurupa Community Services
17 District.
18 CHRIS BERCH: Chris Birch.
19 ANNA NELSON: Monte Vista Water District.
20 JUSTIN SCOTT-COE: Justin Scott-Coe.
21 ANNA NELSON: And Minor 1, Santa Antonio
22 Water Company. Minor 2 --
23 JOHN LOPEZ: You mean Santa Ana.
24 ANNA NELSON: I called San Antonio Water
25 Company first. Oh,

1 JOHN LOPEZ: Oh, sorry.

2 ANNA NELSON: That's okay. And for Santa Ana
3 River, thank you, John Lopez.

4 And with that, one last call for any members
5 of the Agricultural Pool Committee.

6 Mr. Chair, it does not appear that we have a
7 quorum this morning.

8 CHAIR, SCOTT BURTON: Okay. Can you -- what
9 constitutes a quorum, Anna?

10 ANNA NELSON: So we need 50 percent of the
11 appropriate pool present, we need at least one member
12 of each of the overlying pools to be present. And
13 currently, I do not see or hear any reps from the
14 Agricultural Pool Committee.

15 CHAIR, SCOTT BURTON: Okay. So Brad, can you
16 help us understand what we can still try to accomplish
17 today?

18 BRAD HERREMA: Well, I have to start with
19 the caveat that I am not counsel to the advisory
20 committee.

21 CHAIR, SCOTT BURTON: Okay.

22 BRAD HERREMA: So I can say generally
23 without a quorum I think you could have discussion but
24 not take any action.

25 CHAIR, SCOTT BURTON: Okay. So, we can't

1 take any formal action. I guess we can have discussion
2 and perhaps informal communication to the board might
3 take place to the extent that board members are
4 listening or are informed. Okay. So the item is for
5 advice and assistance. So I guess let's open up the
6 only item, which is Business Item 1A.

7 Todd, do you have any updates for the
8 committee?

9 TODD CORBIN: Mr. Chair, members of the
10 committee, I do have a PowerPoint presentation to walk
11 through the issue this morning. If I could first -- our
12 original agenda that we sent out included a line that
13 referenced a closed session -- potential closed
14 session. We have clarified and corrected that. There's
15 no closed session for the advisory committee scheduled
16 for today, so that part of the agenda was corrected
17 this morning and happy to provide my report
18 presentation for discussion if you wish -- if the
19 members wish.

20 CHAIR, SCOTT BURTON: Okay. So, Todd, is
21 this the same presentation the pools had and the -- I
22 think last week the advisory committee received an
23 abbreviated summary from you or is there new
24 information?

25 TODD CORBIN: The slides that I added relate

1 to the letters that we received post advisory committee
2 meeting last week. We received two letters, one from
3 the City of Ontario, one from the Fontana Water Company
4 and I just added some slides to document the letters
5 received, content of those letters, and then
6 Watermaster's responses that were sent to all parties
7 yesterday afternoon.

8 CHAIR, SCOTT BURTON: Okay. Good. So if it's
9 okay with the committee, I would just suggest that we
10 hear that part of the presentation, but maybe not the
11 entire thing we've already heard. Is everyone okay with
12 that? Okay. It sounds like nobody's at least objecting.
13 So-

14 MALE 1: Yeah.

15 CHAIR, SCOTT BURTON: Yeah, go ahead.

16 MALE 1: Hey, just a quick question and
17 process and maybe Brad can help or not, I'm not sure.
18 what is the -- what will the board consider tomorrow
19 without any recommendation at all from advisory? Or
20 maybe that's Todd. Sorry. (Inaudible).

21 CHAIR, SCOTT BURTON: Yeah, it's a good
22 question

23 Chris, do you want to take that now or after
24 the presentation?

25 CHRIS BERCH: I guess --

1 TODD CORBIN: If I could-

2 CHRIS BERCH: Oh, go ahead. Thank you.

3 TODD CORBIN: Yeah, if I could just maybe
4 just share and then have Brad fill in. We do have a
5 board meeting tomorrow. On the agenda of the board
6 meeting is the consideration of the revised corrected
7 amended assessment packages. As presented to the
8 Advisory Committee, there are no additional changes at
9 this point in time to what was presented to the
10 advisory committee last week.

11 The pools provided feedback to the extent
12 that they wished at their pool meetings. We will report
13 to the board actions and discussions from the workshop,
14 the pools, the initial Advisory Committee meeting, and
15 they will take that into consideration in their own
16 deliberations including these comment letters and
17 responses to the comment letters. So from my
18 standpoint, the board still has the item to consider
19 for tomorrow.

20 MALE 1: Okay. Thank you. You answered my
21 question.

22 RON CRAIG: So Todd, would that include --
23 this is Ron, would that include the description of the
24 three motions that took place at the last Advisory
25 Committee, that process or? Because that really kind of

1 lays out the options that are out there, right?

2 TODD CORBIN: Yes.

3 RON CRAIG: Thank you.

4 TODD CORBIN: Whatever's part of the record
5 to this point will be shared with the board.

6 RON CRAIG: Thank you.

7 CHAIR, SCOTT BURTON: Yeah. And I just --
8 I'm thinking about this, you know, I don't think any of
9 the pools, or at least most of them took a formal
10 action or recommendation and advisory did last week,
11 but it kicked it over to this week, so I guess this is
12 an important item and so to not be able to take a
13 formal -- you know, formal action and formally as an
14 advisory committee advise the board on such an
15 important item, I guess that's that's what we're stuck
16 with. I may comment on that later, but yeah, Todd,
17 please proceed.

18 TODD CORBIN: Sure. Thank you.

19 If I could, Ruby, if you can go to Slide 10,
20 please.

21 We wanted to recognise the two comment
22 letters that we received first from the City of Ontario
23 received on March the 24th. It was a letter dated March
24 the 20th and then also the Fontana Water Company
25 received that letter also on March 24th and also dated

1 March 24th. We turned that around -- those around to
2 quickly an attempt to respond to those letters to give
3 the advisory committee meeting and all stakeholders a
4 chance to receive the information before potential
5 discussion today. We responded with two response
6 letters.

7 And next slide, please. And we responded to
8 specifically the elements of the letters and I outlined
9 them broadly here on this slide. The first is the City
10 of Ontario letter in summary had a number of points.
11 First, they raised the issue of the removal of water
12 from the DYY programme account by Fontana Water Company
13 specifically at issue was Fontana did not have a local
14 agency agreement. That issue is not just assessing that
15 water but the fact that they could even withdraw water
16 from the account and they raised that issue.

17 The second was the removal of water from the
18 DYY programme account by Cucamonga Valley Water
19 District in excess of its agreed upon performance
20 criteria. And that agreed upon performance criteria is
21 slightly different than that rollout -- than the
22 rolloff criteria definition. They had an agreed upon
23 performance criteria in their local agency of agreement
24 of 11,353 acre feet.

25 And third they -- the letter specifically

1 points out that there -- the comments that they've
2 submitted do not encompass all city concerns and that
3 they also expressed an intention to submit more
4 comprehensive submittal to the board before the matter
5 was taken up.

6 Next, the Montana Water Company letter,
7 which was all provided to you also is raised four
8 issues. The first issue was that Watermaster must
9 resolve the four issues identified in the Court of
10 Appeals opinion before any assessment to Fontana Water
11 Company's DYY account withdrawals. They point out the
12 fact that the withdrawals were imported water --
13 imported surface water that was stored in the basin and
14 not subject to assessments.

15 Secondly, they point out that if any Fontana
16 water DYY account withdrawals are assessed, that the
17 8515 rule should apply as customary in our rules and
18 regulations. Third, Watermaster should assess only
19 amounts of water not rolled off to remedy Ontario's
20 harm, which was identified in the Court of Appeals
21 opinion. And then fourth, the revised assessment
22 packages do not reflect the benefits received by
23 Ontario and the Basin parties for their performance and
24 payment of Tier 1 -- metropolitan Tier 1 water rates
25 and specifically RTS charges and relating that back to

1 the issue of economic injury.

2 So those were the two letters received. We
3 shared those with everyone. Some of you may have
4 received those directly from the parties themselves. We
5 responded with two letters, as I mentioned, the next
6 slide, which doesn't have any details on it, but we
7 responded on March the 24th.

8 If I could ask Ruby, would you pull up the -
9 - our response letters? I just wanted to -- instead of
10 putting it on a slide, wanted just -- you all to see it
11 in context of the letter itself so you can familiarise
12 yourself with our response. First this is the letter.
13 If you could make it larger, sure it would be helpful.

14 How is that online? Can everyone see that?

15 CHAIR, SCOTT BURTON: Yes.

16 TODD CORBIN: Okay. Thank you. If you would
17 scroll down to the paragraph that begins with the word
18 while. Okay. Right there. Perfect. In that paragraph
19 while the board will reach its conclusion, we try to
20 focus on the issue of whether water was withdrawn from
21 the DYY account or not, or should have been. And about
22 halfway through that paragraph, there's a sentence that
23 begins, I don't know if you can highlight that. It
24 begins with the word instead, right there in the
25 middle, about the third line down. Yeah, instead.

1 I'll call this out for your awareness. We
2 write, "Instead, the proposed assessment packages
3 document and account for the determinations made by the
4 operating committee regarding the removal of water from
5 the DYY programme account. Thus, Watermaster made no
6 determination as to the extraction of water from the
7 DYY programme account, including removal of water in
8 excess of the obligation amount specified in the local
9 agency agreement."

10 So that sentence addresses the issue of
11 whether water could be withdrawn above the 11,353 local
12 agency agreement obligation of Cucamonga and whether
13 water at all should have been withdrawn from the
14 account. Watermaster's obligations under the original
15 agreement and amended agreement -- DYY agreements call
16 for Watermaster responsibilities to account for the
17 water as certified and provided to Watermaster by the
18 operating committee.

19 We saw no specific language in the Court of
20 Appeals opinion or further guidance by Judge Ochoa that
21 said that water should somehow be returned the
22 transactions unwound or water should not have been
23 taken from the account. We simply took the
24 interpretation that the water that was taken out should
25 it have been assessed or not and that's the basis for

1 the actions that we took in the revised or proposed
2 revised assessment packages.

3 Secondly on the next page, Ruby, if you
4 would farther down, there's a paragraph for this reason
5 call this to your attention too. For this reason, the
6 assessment packages resulted in a substantial adverse
7 impact, the financial effects of cost-shifting
8 Watermaster administrative, and OBMP assessments to
9 Ontario and others. The proposed correct and amended
10 assessment packages now address this injury by
11 assessing the entirety of the water taken by Fontana
12 Water Company from the DYY programme account in each
13 year and the water taken by CVWD from the DYY programme
14 account in excess of the performance criteria in
15 Exhibit G as amended by the 2015 amendment. That in
16 essence is the core of the methodologies that we've
17 applied. We've shared that with the parties from the
18 time of the workshop. That has not changed, but just
19 call that out as additional support for at least the --
20 in the current position of Watermaster and revising
21 these assessment packages.

22 And then finally, on the last page, the last
23 paragraph beginning with moreover, trying to address
24 this issue of whether basin water imported water was
25 was produced. Moreover, in the point of fact, imported

1 water was withdrawn from the DYY programme account
2 through wells owned and operated by CVWD and Montana
3 Water Company, the water was beneficially used and
4 transacted by third parties. The proposed revisions to
5 the assessment package do not deny the existence of
6 actual physical actions that may not be undone by
7 Watermaster's correction of its initial failure to
8 properly assess the removal of water from the DYY
9 programme. And so the -- I call that to your attention
10 just to reiterate the issue of whether anything
11 Watermaster can do in these assessment packages can
12 unwind that actual transaction that took place. So
13 that's the position -- the core positions addressing
14 the questions raised by City of Ontario.

15 And then finally, the City of Fontana
16 letter, Ruby, if you would please. We responded to
17 those four questions -- four comments with responses to
18 each. Thank you for pulling that just a little bit
19 bigger. Thank you. I'll call your attention to Response
20 Number 1 a little farther down the page.

21 CHAIR, SCOTT BURTON: Hey excuse me, Todd,
22 real quick. I don't know if it makes sense. I guess
23 I'll defer to you on your presentation. You're moving
24 on to the next letter. Does it make sense to take
25 questions on each letter or you want to just finish?

1 And then we'll take questions. I thought -- I think I
2 saw some -- Chad's hand was up.

3 TODD CORBIN: Happy to take questions
4 however you wish. No problem.

5 CHAIR, SCOTT BURTON: Okay. And I'm
6 challenged with the device I'm on right now, so I can't
7 see hands raised very clearly, but does anybody have
8 any questions at this point?

9 CHAD NISHIDA: Yes, Scott, I'd like to speak
10 on this item.

11 Appreciate the overview, Todd. I know the
12 comments were turned around rather quickly, so again,
13 appreciate that. I did want to highlight two items when
14 it comes to the operating committee. Part of the
15 funding agreement, you know, Watermaster's obligation
16 to maintain records in the account of all water stored
17 and extracted from the Chino Basin pursuant to these
18 agreements and the judgement as well as the rules and
19 regulations, I think is a really foundational concept
20 and also reporting back to Metropolitan the amount
21 designated, you know, puts and takes from that account.

22 So my understanding is that the
23 Watermaster's commitment under 5.2 of the peace
24 agreement is to prioritise that broad mutual benefit
25 and I think the local agency agreements allow

1 Watermaster to analyse material physical injury when it
2 comes to the local agency agreements and storage and
3 recovery application. So I think foundationally,
4 Watermaster has a bigger obligation than what's being
5 relayed in this response letter as it comes to the
6 operating committee previously having allowed a volume
7 to be produced from the account. So I guess my question
8 would be, does the operating committee decide on the
9 recovery of water and not Watermaster on behalf of the
10 court?

11 TODD CORBIN: My initial response and -- you
12 know, as we set, I believe we have an operating
13 committee meeting set for later this month. From my own
14 just personal perspective, there's quite a few portions
15 of our agreements and rules and regulations that we
16 have to all factor in at one time. The Court of Appeals
17 opinion is significant as we move forward. It's been
18 mentioned quite a few times that our initial threshold
19 of material physical injury and substantial adverse
20 impacts are no longer the same. There's another element
21 of economic injuries. So we now have to factor in
22 something new that we had not factored specifically in
23 before.

24 So from my perspective, the Court of Appeals
25 opinion, anything that we do in trying to implement it,

1 has an effect on going forward. The difficulty is how
2 do you apply it looking back to these two fiscal year
3 assessment packages when in essence, the transaction
4 has already taken place and parties involved in those
5 transactions are not governed regulated by Watermaster.

6 And so I think for sure as we look forward,
7 those issues you raised are absolutely things that can
8 and should and will be raised to the operating
9 committee. However, looking back, we're trying to
10 adhere strictly to the language of the agreements that
11 we have in place and as such, we're taking the
12 position. As I mentioned, that water was not
13 specifically -- was not specifically excluded or was
14 not specifically barred by the Court of Appeal or our
15 superior court from coming from the account and so
16 consequently we're accounting for it accordingly.

17 CHAIR, SCOTT BURTON: Okay. Thank you, Todd.
18 Was that it, Chad? Were you --

19 CHAD NISHIDA: You know, I did have a follow
20 up. I think our interpretation is that the operating
21 committee's role is rather administrative in nature and
22 I think the language of the agreements, you know,
23 really -- as well as the Court of Appeals really point
24 to operating consistently with the original agreements,
25 judgement , and court orders. So I think it's really

1 Watermaster on behalf of the court to implement that
2 consistently. Thanks.

3 TODD CORBIN: Thank you, Chad.

4 CHAIR, SCOTT BURTON: Yeah, thanks, Chad. I
5 mean, just -- and listening, the thing that occurs to
6 me and Todd, we had talked about this, I think,
7 briefly, but in light of the circumstances here and the
8 Court of Appeal ruling, it seems like the operating
9 committee would need to look at this anew and still
10 determine if that much water is recovered, but I don't
11 -- I understand that that has not happened. Is that
12 correct?

13 TODD CORBIN: Yes, that's correct.

14 CHAIR, SCOTT BURTON: Yeah. Okay. Thank you.
15 Before you move on to the other letter, just because
16 I'm having trouble with my iPad, does anybody else have
17 any questions at this point or comments? Yeah. Okay.
18 Let's move on to the next one. Thanks, Todd.

19 TODD CORBIN: Sure. Yeah, thank you. in
20 response to the four questions issues raised by the
21 Montana Water Company, the first issue relates to a
22 perspective that the four questions that the Court of
23 Appeal opinion identified that the parties should come
24 to some resolution on before judicial intervention
25 should take precedent and -- in essence, we should not

1 revise these assessment packages until those four
2 questions are answered. That's certainly a position and
3 consideration that we've talked about for quite a long
4 time since the Court of Appeal opinion itself.

5 The process however, to revise the
6 assessment packages -- well, first to go through the
7 mediation conclusion, going back to the Superior Court
8 and then the Superior Court giving us direction to
9 revise the assessment packages, bringing orders forward
10 is also elements that were -- we had to consider and
11 whether we bring this forward. And I just call your
12 attention to the -- two, three, four, the fifth
13 sentence down in response Number 1. It begins with,
14 "Staff concluded."

15 Ruby, if you could highlight that or point
16 to that staff concluded. A little bit higher. Right
17 there. Yeah. Thank you.

18 Staff concluded that the Court of Appeal
19 found two causes of economic harm to the City of
20 Ontario and others when it allowed Fontana Water
21 Company to withdraw water from the DYY programme
22 without a local agency agreement and when it allowed
23 CVWD to withdraw water in excess of what the Exhibit G
24 criteria dictates. So those two overarching themes is
25 really, I'll call it universal throughout the opinion

1 and supported by direction or comments from the
2 Superior Court.

3 So deferring the assessment packages based
4 on the four questions even though it could be argued
5 that's -- that what we're doing is embedded in at least
6 one of -- one or maybe two of those questions, we felt
7 that it was necessary to continue with the revision of
8 the assessment packages as we propose. And we put some
9 other comments in there, but that is, you know,
10 regardless of how we answer those questions, those were
11 findings of the court and we are implementing the
12 findings of the court, not necessarily the findings to
13 the answer to those questions. And so that's our
14 response to that question.

15 And then secondly, response Number2 is --
16 can you make it just slightly bit bigger, Ruby, please?
17 Yeah, thank you. Response Number 2 sentence on the
18 right-hand side begins with the word if, about halfway
19 down on the right side, right margin, yes.

20 This comment relates to the 8515 rule
21 application. This is another one of those difficult
22 rules to interpret because as we look back, it is --
23 there are certain elements to the 8515 rule that need
24 to take place in order to fulfil the requirements of
25 our rules and regulations. And so we write, "If

1 Watermaster was to rewind the entire package as if all
2 transactional decisions were refreshed and de novo, we
3 do not know where the exercise would stop." And so this
4 issue of can we basically start back at those fiscal
5 years and implement all the things that could have been
6 implemented, it's certainly a new assessment package
7 and it brings other issues into the fold.

8 And so afterwards we say, "Indeed, many
9 issues will need to be resolved prior to the adoption
10 of future assessment packages, but we see no grounds to
11 accommodate this request in the current and amended
12 process." And also the challenges of the noticing
13 requirements of the 8515 rule and the transaction
14 prices of that water make it difficult to implement at
15 this particular time.

16 Having said that, we do not, and we are not
17 accounting for this water not being taken from the
18 account and so that -- the issue is really not -- at
19 this point the issue -- an issue for Watermasters since
20 we did not account for it is based on water. The third
21 comment was Fontana Water Company should not be
22 assessed water that was in excess that was, or should
23 only be assessed for water that was not rolled off.
24 That was something if you recall, was in the original
25 Watermaster, I think our first workshop, our Court of

1 Appeals opinion consideration. However, based on, you
2 know, further Direction from the Superior Court about
3 the lack of a local agency agreement, that's something
4 that has changed over the last number of months in
5 revising these correct and amended assessment packages.
6 So we provide a response to that.

7 And then finally the issue and just
8 recognising the fact that Fontana Water and CBWD have
9 paid the Tier 1 untreated water rate, they're incurring
10 portions of the readiness to surcharge and Fontana's
11 point that the assessment package do not reflect the
12 value of the benefits that provides to Ontario and the
13 other parties in the basin. And our response is to
14 Response Number 4, which is on the last page, Ruby, to
15 that issue is while Watermaster understands that
16 Fontana Water Company and CVWD paid Metropolitan Water
17 District for water withdrawn from the DYY account
18 during subject years.

19 Those payments are beyond the scope of the
20 assessment packages as they are matters among Fontana
21 Water, Cucamonga Valley, and Metropolitan Water
22 District, and there's no mechanism authorised in the
23 judgement or court orders including the original dryer
24 yield agreement for credit against Watermaster
25 assessments based on those payments. Those are just

1 outside the jurisdiction of Watermaster and its
2 assessment packages. So those are our quick turnaround
3 responses to the comments made. We plan to and we have
4 shared these already with the board, but we would walk
5 also the board through answers to any of these
6 questions and comments at our board meeting tomorrow
7 and happy to take any questions on this letter if there
8 are any.

9 CHAIR, SCOTT BURTON: Thank you very much,
10 Todd, on both letters. I think it's good to hear from
11 Watermaster quickly like this, so I think it's helpful.
12 I guess I'll ask Fontana Water Company, that was, I
13 think, well, that was your letter, so I'll give you
14 first shot if you have questions.

15 BRIAN GEYE: Just to let everybody know Noah
16 Goldenkrasner from CDCR is on representing CDCR.

17 CHAIR, SCOTT BURTON: Okay. Thank you.

18 Any -- does anybody have questions on the
19 second letter that Todd presented?

20 CHRIS DIGGS: Hey, Scott, this is Chris. I
21 just wanted to thank Watermaster for the response and
22 getting our letter out to the group and to the board. I
23 have no comments or questions at this time.

24 CHAIR, SCOTT BURTON: Okay. Thank you,
25 Chris.

1 Anybody else speak up, otherwise we'll move on.
2 All right, Todd, did you have anything else on the --
3 on your presentation?

4 TODD CORBIN: Nothing further.

5 CHAIR, SCOTT BURTON: Okay. So I guess I
6 want to open it up to discussion and just kind of
7 frame, you know, where we were last week and, you know,
8 what's happened, what we're doing today. So as -- if
9 everyone recalls last week, we actually had three
10 motions. One was to approve the assessment package, one
11 was to defer approval and recommend that the board
12 defer approval for a month. And the third was the one
13 that actually passed and that was for the appropriate
14 pool to get together and the parties to get together,
15 namely the litigating parties in Ontario, Cucamonga,
16 Fontana Water.

17 And so we have made some progress. I think
18 at least from my perspective, just to share out in the
19 open. Proposed ideas have been exchanged. There is no
20 agreement on these ideas, but it's -- there's ideas
21 that have been vetted with the entire appropriate pool
22 and, you know, a couple of the agencies that are
23 neutral help facilitate some discussion between the
24 litigating parties. So I think it was good progress,
25 but nevertheless, here we are a week later and I would

1 still -- I know we don't have an attorney.

2 Brad let us know and Anna, we don't have a
3 quorum. I would still like to do our best to give the
4 board our best advice on what they should do tomorrow
5 or what they can consider in their action tomorrow. So
6 I want to open it up for for discussion.

7 ANNA NELSON: Mr. Chair, this is Anna
8 Nelson. Just for the record, at 9:24 AM, Mr. Golden
9 Krasner did join the meeting representing the state of
10 California CDCR -

11 CHAIR, SCOTT BURTON: Oh.

12 ANNA NELSON: (Inaudible).

13 CHAIR, SCOTT BURTON: Excellent. So we do
14 have a quorum now.

15 ANNA NELSON: That is correct.

16 CHAIR, SCOTT BURTON: Okay. Thank you so
17 much. I missed that with the introduction. Thank you,
18 Anna.

19 So okay. Let's open it up for discussion,
20 motions.

21 CHAD NISHIDA: Chair Burton, I did have a
22 comment. This is Chad Nishida.

23 CHAIR, SCOTT BURTON: Yes, go ahead, Chad.

24 CHAD NISHIDA: May have been more
25 appropriate to discuss this during the letters, but I

1 did have a question for Watermaster that may help in
2 just the evaluation and discussion going forward. You
3 know, it's our understanding that Watermasters
4 revisions put forth in the assessment packages include
5 a partial assessment on water produced from the DYY
6 account. According to Watermaster, as long as it met
7 specific performance criteria, if it would be helpful
8 if Watermaster could explain why this water would get a
9 production assessment and not a DRO assessment as well.

10 TODD CORBIN: Thank you, Chad. The issue of
11 this alter replenishment obligation is something that's
12 been discussed over the last number of months also. And
13 once again, in context trying to take not just one
14 agreement but many agreements and our rules and
15 regulations into account on whether this water would
16 apply for a desalted replenishment obligation.

17 One is the water was at least in the
18 assessment packages that are being presented deemed to
19 have been withdrawn from the DYY programme account. The
20 DYY programme account is a storage and recovery
21 agreement -- a result of a storage and recovery
22 agreement and specifically in the Peace II -- amendment
23 to the Peace II Agreement in 2019 there was an
24 amendment to the formula for desalted replenishment
25 obligations that came out of significant negotiations

1 starting back from the 2015 Safefield Reset Court order
2 took almost five years just to get that implemented.
3 And in its implementation, it called out specifically
4 storage and recovery programmes excluded from DeSalter
5 replenishment obligation calculations.

6 Now, it does say and I don't have it in
7 front of me to pull up, but if I recall correctly, I
8 haven't been involved in it, that it does say water
9 produced and -- from the DYY or from storage and
10 recovery programme. And so because it was deemed
11 produced or withdrawn and part of that programme, it
12 was never anticipated that that water would be part of
13 a desalted replenishment obligation to any parties. The
14 reason why is that the -- if you think about it, if
15 your production increases significantly in order to
16 comply with the programme elements, then should you be
17 further -- should you have to pay an additional desalt
18 or replenishment obligation because your production
19 increased so much during that year. So that's why it
20 was taken out of that calculation. We just continued
21 that practise or implementing that practise going
22 forward. So that's the reason why.

23 Also I think we've called out in previous
24 meetings maybe in the last workshop that the Court of
25 Appeals opinion did not specific, specifically call out

1 to salt a replenishment obligation as part of the
2 assessments. And so we believe that the governing
3 agreement is the piece two agreement on that matter.

4 CHAD NISHIDA: Thanks, Todd. So appreciate
5 providing the clarity on that 2019 agreements. So in
6 the future would those same properties apply to water
7 that's recovered let's say an agency purchases the DYY
8 water in storage as part of performance, would they
9 fall under that same criteria?

10 TODD CORBIN: That's a question that I think
11 was raised at the last workshop and I'd like some time
12 to think about that. I don't know if purchasing the
13 water out of the account is the same as producing water
14 out of the account or the intent of producing water out
15 of the account because the production is what increases
16 your potential assessable production and which would
17 then increase your salt or replenishment obligations.
18 Just the purchase, I'd have to give it some more
19 thought. At this point I can't give you any
20 hypothetical guidance on that, at least from staff's
21 perspective.

22 RON CRAIG: Mr. Chair, Mr. Ron Craig.

23 CHAIR, SCOTT BURTON: Go ahead, Ron. Thank
24 you.

25 RON CRAIG: So back, excuse me, back to your

1 reference to the three motions, back to the business of
2 what we have at hand now with the quorum, the three
3 motions that kind of were in front of this committee
4 last week I had made the motion to recommend approving
5 the assessments as presented by Watermaster. There was
6 the second one for continuance for a month and then
7 Chris', which has brought us to where we are today. I
8 have a question to Todd and Brad. The idea of seeking,
9 you know, what's involved in the prospects of extending
10 the deadline from March 31st for a month with Judge
11 Ochoa, what does that involve?

12 BRAD HERREMA: Ron, at this point, we have a
13 court order that requires us to file something by the
14 31st. In order to get an extension, we need another
15 time order and given where we are -- I mean, another
16 court order and given where we are timing wise, we
17 would probably have to seek that on an ex parte basis.
18 So we have to file something basically the day before
19 an emergency hearing.

20 I guess I would also note and no advice
21 here, but just to note when we file something on the
22 31st we'll need at least 30 days notice before we can
23 have a hearing. If the court proceeds with its ordinary
24 hearing scheduling, that would mean the earliest we
25 might have a hearing would be May 1st. If any

1 settlement is reached between March 31st and May 1st,
2 you know, the court's not going to do anything before
3 the hearing. So the deadline for Watermaster to file on
4 the 31st doesn't preclude a settlement being reached
5 before the court considers the assessment packages that
6 are filed with the court. And I guess maybe implicit in
7 that and I wasn't explicit about it is that our intent
8 is to file a motion on behalf of Watermaster is to file
9 a motion for the court to approve those assessment
10 packages. So it would be a 30-day notice motion.

11 CHAIR, SCOTT BURTON: Yeah. And of course
12 that requires -- still requires board approval, but
13 yeah. Okay.

14 RON CRAIG: Yeah. So thank you, Brad.

15 So Scott, I mean, hearing that and
16 understanding the, you know, intent behind the one-
17 month delay, we still, even by recommending an approval
18 of this and getting the assessments approved, there
19 still is quite a bit of time to move -- to afford
20 opportunities for the litigants to settle this thing
21 out, you know, as was the goal of the second motion.
22 But again, like, I maintain a concern to be compliant
23 with the March 31st date as well, so.

24 CHAIR, SCOTT BURTON: Yeah. Were you, Ron?

25 RON CRAIG: Well, I guess. I'm ready to make

1 a motion.

2 CHAIR, SCOTT BURTON: You're welcome to do
3 that and then I can take any other questions or you can
4 hang onto it if you want. It's your preference. Yeah.

5 RON CRAIG: Yeah. Take other questions and
6 then I'll make a motion.

7 CHAIR, SCOTT BURTON: Okay.

8 RON CRAIG: Thank you.

9 CHAIR, SCOTT BURTON: So, yeah, thanks, Ron.
10 I do have one, I guess, comment on behalf of the, the
11 non-AG pool and, you know, a lot of times I think the
12 non-AG pool gets forgotten, but they were actually also
13 impacted by the court's finding that there was
14 inappropriate cost shifting. And the non-AG pools case,
15 I don't think it has anything to do with the DRO, but
16 it just has to do with the production assessment.

17 And so, Todd my understanding is that the
18 water in the revised assessment package, the water that
19 is being produced the base water, so to speak, or by
20 and large is still not being charged a production
21 assessment. However, the water -- some of the water is
22 and that water is either the water that Fontana Water
23 Company produced because they didn't have a local
24 agency agreement is the rationale I understand and the
25 water that Cucamonga Valley produced that was not

1 within the performance criteria or the rolloff
2 provision, that water incurred a production assessment.

3 So the undoing of the cost-shifting is less
4 than it could be if all of the water was charged a
5 production assessment. And I think it speaks to the
6 issue of one of the four issues the court laid out that
7 the parties should work and try to resolve outside of
8 the courtroom. And that was direction from the Court of
9 Appeals a couple of times that we need to, you know,
10 they referenced family law, I think it was.

11 So my understanding is that -- and you have
12 to tell me if it's something else, but is that in this
13 assessment package if the water is withdrawn under
14 Watermaster's kind of base argument before the court,
15 if it is withdrawn, it does not occur a production
16 assessment. But if it didn't meet the performance
17 criteria, it's not considered withdrawn, it's
18 considered produced and therefore it gets a production
19 assessment. So I guess is that correct and then how is
20 that not already answering one of the four questions?

21 TODD CORBIN: I think I would explain it
22 this way. The methodologies that we've employed to
23 revise the assessment packages are specifically based
24 on what we believe the Court of Appeals opinion
25 identified and the Superior Court supported. Whether

1 that answers one of those questions, it may or may not.
2 It may answer it partially, but it may not. So we're
3 not making any determinations that those four questions
4 aren't still -- you know, that's not necessary to
5 answer those four questions going forward. It's just in
6 order to revise these assessment packages, we are
7 trying to implement the language and direction of both
8 of those courts and their opinions.

9 And I think that's -- we understand fully
10 that it can be construed to answer as I mentioned one
11 and maybe even more of those questions on a go forward
12 basis, but we're not attempting to do that, we're
13 simply attempting to take their language and implement
14 it at this time for the revised assessment package.
15 Now, for the future we believe strongly those questions
16 need to be answered and we're in the middle of a call
17 year and those things, you know, we would -- if we
18 resolve this, we're onto the next to move those
19 forward.

20 CHAIR, SCOTT BURTON: Okay. So then I guess
21 the follow-up question, Todd, is because the, the non-
22 AG pool, I think, was looking at maybe about \$100,000
23 refund, if you will, or credit if all of the water
24 incurred a production assessment, but most of it
25 doesn't, so it's substantially less. So what is the

1 reason then in this assessment package that most of
2 this water is not incurring a production assessment?

3 TODD CORBIN: I think I can only go back to
4 what we described. And you mentioned -- you know, we,
5 the terms whether the water was withdrawn, extracted,
6 produced, if it was produced or if it was in excess of
7 their, their roll off, then somehow it moves from a
8 withdrawn category to a produced category and the
9 produced category has different characteristics in the
10 assessment package.

11 So once again, I think we try to recognise
12 this new element, which is a new concept of economic
13 injury. The economic injuries, if you go back and look
14 at the way the water was extracted and transacted, the
15 injuries would occur by one, allowing water to be
16 produced in excess of the performance criteria and the
17 lack of the local agency agreement. I think those are
18 the only two things we can continue to point to. And
19 then that flows through to the non-AG because the per
20 acrefoot assessment changes based on those changes.

21 CHAIR, SCOTT BURTON: Okay. Yeah, it's
22 complicated. I suppose that's the short answer. It just
23 -- we got these four issues because the, -- some of the
24 arguments Watermaster made initially with respect to
25 the production assessment were actually reversed by the

1 Court of Appeals. So it just still feels like to me the
2 primary rationale that's being used is actually the one
3 that got reversed. Albeit not with finding it wrong,
4 just reversing it and leaving it to the parties to
5 figure it out. But okay. Thank you, Todd.

6 ANNA NELSON: Mr. Chair?

7 CHAIR, SCOTT BURTON: Yes.

8 ANNA NELSON: Mr. Scott-Coe has his hand
9 raised.

10 CHAIR, SCOTT BURTON: Okay. Sorry, Justin.
11 Yeah, please go ahead. Thank you.

12 JUSTIN SCOTT-COE: No problem. Just speaking
13 to Ron's comments, you know, with an expression of
14 interest and appreciation for the parties diligently
15 meeting and discussing with the assistance of non-
16 litigating parties -- representing the non-litigating
17 parties to assist as we've expressed our interest in
18 assisting in achieving settlement. The purpose of Monte
19 Vista requesting a month delay in taking action isn't
20 just to perpetually delay action or to be contrary to
21 the court's order, which obviously Watermaster wrote
22 for the court's purposes and the court did express
23 appreciation for the short timeframe of bringing back.

24 Monte Vista did -- believes that there is a
25 primary benefit in allowing the parties in very quick

1 time to achieve settlement of this issue rather than
2 protracted litigation. And for many reasons, mostly
3 having to do with the need to move on to bigger topics
4 of discussion regarding post 2030 management of the
5 base and under the renewed peace agreement. There are
6 still met issues to be resolved. We need time to
7 resolve those issues and we need attention. And this
8 ongoing litigation just distracts us from that --
9 distracts major parties from being able to fully
10 participate in that.

11 So, you know, our concern with moving these
12 packages forward as current is that we believe our
13 understanding, Ontario can speak for themselves, is
14 Ontario would have to move directly to challenge
15 because they don't believe that these revised
16 assessment packages are consistent with the Court of
17 Appeals ruling. And so instead of being focused on
18 resolving litigation, they -- we will be moving right
19 into further litigation and that action will do that.
20 We believe the court would be very open to Watermaster
21 for expressing on behalf of the parties. Court, just
22 give us a little more time. We think we can resolve
23 this without protracting ongoing litigation. And I
24 think the court would say, "That's fantastic. Let's
25 give you another few weeks to try to do that. "

1 So that is the purpose -- that was the idea
2 behind Monte Vista's proposal for a month delay. We're
3 open to other proposals, but just simply approving or
4 recommending the revised assessment packages as they
5 are currently written without contingency having to do
6 with them being part of an overall settlement to our
7 mind defeats the purpose that I think we all have,
8 which is to resolve this issue to the best of way
9 possible taking the time needed without additional time
10 because we don't have a lot of time to resolve this as
11 well as other issues in front of us. So that was just
12 the thought in front of us and, you know, Ron that's the
13 best wisdomistic can offer in terms of your proposed
14 motion. We're very concerned that this will not serve
15 the interest of a settlement but actually work against
16 achieving that settlement. That's our concern.

17 CHAIR, SCOTT BURTON: Okay. Thank you,
18 Justin.

19 Would anybody else like to share a comment,
20 please speak up?

21 BEN OROSCO: This is Ben with the City of
22 Chino. I do agree what Justin is saying. Ron, I get
23 your methodology that, you know, but if we pass this,
24 we're saying, and nothing is resolved, we are saying
25 that we are happy with this package as is. That's my,

1 you know, consideration on the vote to pass this or
2 not. We would like to see more time to give parties
3 time to negotiate and that's Chino's perspective.

4 CHAIR, SCOTT BURTON: Than you, Ben. Yeah, I
5 would just throw out another thought that occurred to
6 me. You know, appreciate the letters that came in the
7 responses because I think it's through that
8 communication that we can still have a chance to
9 coalesce around a court of appeals ruling that can get
10 approved without litigation. And so I think for Brad
11 and Todd, just for, you know, one suggestion is, you
12 know, to the board, to the extent you want to -- you
13 know, share it is.

14 If we could vet this a little further, you
15 know, with the board, workshops, whatever it may be,
16 that may actually be time well spent. That's a little
17 bit different than the settlement discussion reason,
18 but I just want to throw that out there. Other
19 questions or comments? And so I'm happy we can, we can
20 take motions now if there's nothing else.

21 CHAD NISHIDA: Scott, I do have another
22 comment.

23 CHAIR, SCOTT BURTON: Okay.

24 CHAD NISHIDA: You know, I know we're
25 providing advice and assistance to the board now that

1 we have a, a quorum. You know, whether the assessment
2 packages as written are in compliance with implementing
3 the Court of Appeals ruling, we don't believe they're
4 compliant, so our position really remains consistent
5 with, you know, our letters, appropriate pool,
6 advisory, and it's clear to us that they aren't
7 consistent. Therefore, we can't really support the AP,
8 the assessment packages as written. You know, we're --
9 for the record, we're objecting to the proposed
10 assessment packages. We're reserving all of our rights
11 and we do intend on submitting a letter to the board
12 prior to their vote. All that to say, we're open to
13 postponing this to, you know, work this item out and
14 we're also still open to settlement, but I'd like to
15 just state that for the record. Thank you.

16 CHAIR, SCOTT BURTON: Okay. Thank you, Chad.
17 Anybody else? I know --

18 RON CRAIG: Mr. Chair?

19 CHAIR, SCOTT BURTON: Yeah. Hi, Ron.

20 RON CRAIG: Yeah, this is Ron Craig.

21 Circling back -- yeah. Circle back, Ron. So my sense is
22 that there's -- I mean, we've heard this meeting's been
23 a great example of the diversity of opinions relative
24 to and I frankly think that it's, you know, there's
25 still a heavy lift to get a consensus on what these

1 assessments might look like. Watermaster has taken its
2 best shot at trying to be compliant. All things
3 considered at least that's my that's my sense on it and
4 an approval -- a recommendation and approval of the
5 assessments, Brad described what's going to happen with
6 that over time as it relates to reporting back to the
7 judge and the judge's actions so that does create time
8 available for the litigants to continue to work through
9 it and the appropriate pool has some top related topics
10 to work through as well, and if there is a settlement,
11 the assessments can go away regardless of how they're -
12 - you know, as part of the settlement it can resolve
13 the issues that the assessments are either complicating
14 or trying to fix. So with that, I would make a motion
15 to recommend to the board approval of the assessments
16 as presented by Watermaster staff in timeliness to the
17 March 31st court order.

18 CHAIR, SCOTT BURTON: Okay. Thank you, Ron.

19 And so there's a motion. Is there a second
20 for that motion?

21 CHRIS BERCH: Chris Berch, I'll second that.

22 CHAIR, SCOTT BURTON: Okay. Thank you,
23 Chris.

24 So we have a motion and a second. Any other
25 discussion or --

1 JUSTIN SCOTT-COE: Mr. Chair, may I make a
2 substitute motion?

3 CHAIR, SCOTT BURTON: Yes, go ahead, Justin.

4 JUSTIN SCOTT-COE: Montevista would like to
5 make a substitute motion in support of allowing parties
6 sufficient time to achieve settlement to request the
7 board to request the court for one more month to --
8 again, to assist parties in achieving settlement and to
9 avoid ongoing and protracted litigation.

10 CHAIR, SCOTT BURTON: Okay. Thank you,
11 Justin.

12 So is -- there's we have alternate motion.
13 Is there a second for that one?

14 BEN OROSCO: This is Chino. I'll second that
15 motion, Ben Orosco.

16 CHAIR, SCOTT BURTON: Okay. Thank you, Ben.
17 So last week we had three of these motions.
18 Does anybody else want to make a second substitute
19 motion?

20 CHAD NISHIDA: Chair Burden, I'd just like
21 to clarify the substitute motion. With that, one month
22 deferral it would seem to be that it would be not
23 approving the assessment package and deferring it for
24 one month for additional settlement discussion. I just
25 want to clarify that.

1 JUSTIN SCOTT-COE: It is requesting the
2 court for an additional month prior to making a filing
3 in order to assist parties in achieving settlement to
4 avoid protracted litigation.

5 CHAIR, SCOTT BURTON: So it, -- so is that a
6 recommendation to the board? I guess I'm hearing the
7 question --

8 JUSTIN SCOTT-COE: It's a request to the
9 board to the request to the court.

10 CHAIR, SCOTT BURTON: Okay. Chad, does that
11 answer your question?

12 CHAD NISHIDA: So no determination on the
13 assessment packages within that motion?

14 JUSTIN SCOTT-COE: It does not speak to the
15 assessment -- the revised assessment packages presented
16 to the advisory committee except to defer taking action
17 on those revised assessment packages to allow the
18 parties to continue to make progress towards achieving
19 settlement and avoiding protracted litigation.

20 CHAIR, SCOTT BURTON: Okay. Does -- Chad,
21 are you clear on that?

22 CHAD NISHIDA: Yes.

23 CHAIR, SCOTT BURTON: Does anybody have
24 questions about that motion or is it clear?

25 CHAD NISHIDA: Is it -- I'm I able to get

1 clarity or make an amendment to the substitute motion?

2 CHAIR, SCOTT BURTON: Yes. Yeah, go ahead.

3 CHAD NISHIDA: So I think to Justin's
4 comments working against settlement, I think that was a
5 huge term that came into play. And I think by approving
6 the assessment package, that would work against
7 settlement. So I think it would be helpful to clarify
8 the motion to not approve the assessment package, defer
9 it for a month so that we can continue on settlement
10 negotiations.

11 JUSTIN SCOTT-COE: Yeah, Chad, I understand
12 what you're saying. I don't see taking no action on the
13 proposed revised assessment packages as either
14 approving or not approving them. I don't feel the need
15 to take a negative action against the revised
16 assessment packages. We're asking for additional time
17 for you, the litigating parties, to continue work with
18 all the non-litigating parties where necessary to
19 achieve a global settlement that we can all stand
20 behind. So it's not taking a position on what is being
21 presented to us, it's asking for more time. It's trying
22 to avoid taking a position on the assessment packages -
23 - the revised assessment packages as currently
24 presented.

25 CHAIR, SCOTT BURTON: And I think you're

1 both saying the same thing, but let me just -- yeah.

2 JUSTIN SCOTT-COE: I believe we're saying
3 the same thing because I'm not -- we're not taking
4 action to approve this revised suspectage in my motion
5 because that's -- we're trying to avoid triggering
6 further litigation because Ontario, my assumption is
7 we'll immediately oppose that and will be turned into
8 litigation mode rather than into settlement mode.

9 CHAIR, SCOTT BURTON: Right. Okay. So we
10 have a first motion by Ron.

11 JUSTIN SCOTT-COE: And Fontana and Cucamonga
12 may also be turned into litigation mode. I don't want
13 to leave them out. They may disagree with these revised
14 session packages. Fontana's already expressed that in
15 writing and so they may turn to litigation and we're
16 trying to avoid litigation and everyone positioning and
17 taking positions and we're trying to achieve settlement
18 so that we can move forward collectively.

19 CHAIR, SCOTT BURTON: Okay. So we have a
20 first motion by Ron, which is essentially recommending
21 that the board approve the assessment package and we
22 have an alternate motion by Justin that is recommending
23 that the board take no action. Is that correct?

24 JUSTIN SCOTT-COE: Request the court for an
25 additional month to allow the parties to achieve

1 settlement, to inform the court that the parties have
2 had and continue to have discussions to achieve
3 settlement and to support those discussions.

4 CHAIR, SCOTT BURTON: Okay. Got it. So we
5 have alternate motion there and I think Ben with Chino
6 have seconded that motion. So if there's no other
7 comments or questions, I guess we could move on to --
8 and we'll need to do a volume vote on the first one,
9 perhaps the second one as well. So let's vote --

10 RON CRAIG: We vote on the second one first.

11 CHAIR, SCOTT BURTON: Okay. We vote on the
12 second one first.

13 So Anna, can we go ahead and can you start
14 the proceedings for a volume vote on the alternate
15 motion?

16 ANNA NELSON: Of course. So this is the
17 volume vote for the only business item, the fiscal
18 year's '21, '22, '22, '23, corrected and amended
19 assessment packages and the motion by Mr. Justin Scott-
20 Coe, seconded by Mr. Ben Orosco. And my understanding
21 is the motion is to defer -- request the board to defer
22 -- excuse me, to request the board to request the
23 court, rather, to defer for one month to allow further
24 time to achieve settlement.

25 Is that correct, Mr. Scott-Coe?

1 JUSTIN SCOTT-COE: Yes.
2 ANNA NELSON: Thank you.
3 Okay. We'll start with Minor 1, Santa Ana
4 River Water Company.
5 JOHN LOPEZ: John Lopez, no.
6 ANNA NELSON: Minor 2, San Antonio Water
7 Company. Okay. Absent. City of Chino Hills.
8 RON CRAIG: Ron Craig, no.
9 ANNA NELSON: City of Chino?
10 BEN OROSCO: Ben Orosco, yes.
11 ANNA NELSON: Cucamonga Valley Water
12 District?
13 JUSTIN CUSTRUITA: Eduardo Espinoza, no.
14 ANNA NELSON: Fontana Union Water Company?
15 JUSTIN CUSTRUITA: Justin Castruita, no.
16 ANNA NELSON: Fontana Water Company.
17 CHRIS FEALY: Chris Feeley, no.
18 ANNA NELSON: Jurupa Community Services
19 District?
20 CHRIS BERCH: Chris Berch, no.
21 ANNA NELSON: Monte Vista Water District?
22 JUSTIN SCOTT-COE: Justin Scott-coe, yes.
23 ANNA NELSON: City of Ontario?
24 CHAD NISHIDA: Chad Nashita, yes.
25 ANNA NELSON: City of Pomona?

1 CHRIS DIGGS: Chris Diggs, yes.

2 ANNA NELSON: Okay. City of Upland.

3 NICOLE DEMOET: Nicole deMoet, no.

4 ANNA NELSON: And for the agricultural pool,
5 Mr. Golden-Krasner?

6 BRIAN GEYE: Noah Golden-Krasner, no.

7 ANNA NELSON: Thank you.

8 And for the non-AG pool, Mr. Burton?

9 CHAIR, SCOTT BURTON: Yes, for the non-AG
10 pool.

11 ANNA NELSON: Okay. The motion does not
12 pass.

13 CHAIR, SCOTT BURTON: Okay. Thank you, Anna.
14 Well done. Let's move on to the first motion by Ron.

15 ANNA NELSON: Sure. Give us one second to
16 refresh the screen, please. Okay. So let's go with the
17 first motion now and the motion by Mr. Ron Craig,
18 seconded by Mr. Chris Berch. And that motion is to
19 approve that business item as presented. Starting again
20 with minor 1, Santa Ana River Water Company.

21 JOHN LOPEZ: John Lopez, yes.

22 ANNA NELSON: Minor 2, San Antonio Water
23 Company. Absent. City of Chino Hills.

24 RON CRAIG: Ron Craig, yes.

25 ANNA NELSON: City of Chino?

1 BEN OROSCO: Ben Orosco, no.
2 ANNA NELSON: Cucamonga Valley Water
3 District?
4 EDUARDO ESPINOZA: Eduardo Espinoza, yes.
5 ANNA NELSON: Montana Union Water Company.
6 JUSTIN CUSTRUITA: Dustin Custruita, yes.
7 ANNA NELSON: Montana Water Company?
8 CHRIS FEALY: Chris Fealy, no.
9 ANNA NELSON: Jurupa Community Services
10 District?
11 CHRIS BERCH: Chris Berch, yes.
12 ANNA NELSON: Mona Vista Water District.
13 JUSTIN SCOTT-COE: Justin Scott-Coe, no.
14 ANNA NELSON: City of Ontario?
15 CHAD NISHIDA: Chad Nishida, no.
16 ANNA NELSON: City of Pomona?
17 CHRIS DIGGS: Chris Diggs, yes.
18 ANNA NELSON: City of Upland?
19 NICOLE DEMOET: Nicole DeMoet, yes.
20 ANNA NELSON: Okay. For the agricultural
21 pool?
22 NOAH GOLDEN-KRASNER: Noah Golden-Krasner,
23 yes.
24 ANNA NELSON: And for the non-AG pool?
25 CHAIR, SCOTT BURTON: Scott Burton, no.

1 ANNA NELSON: Okay. And that motion passes
2 by 67.653.

3 CHAIR, SCOTT BURTON: All right. Thank you,
4 and I appreciate it. That was smooth. All right. Well,
5 I think that's the only item we had today, so there's
6 future meetings listed on the agenda. And with that,
7 the meeting's adjourned. Thank you all.

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CERTIFICATE

I Alberto Diaz certify that I was authorized to and did transcribe the above audio and that the transcript is a true and correct record of the audio provided. I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Alberto Diaz

Alberto Diaz
Transcriber

4th, June, 2026

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CHINO BASIN WATERMASTER

Case No. RCVRS 51010

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

PROOF OF SERVICE

I declare that:

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the action within. My business address is Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On June 10, 2026, I served the following:

1. SUPPLEMENTAL DECLARATION OF ELIZABETH P. EWENS IN SUPPORT OF CITY OF ONTARIO'S OPPOSITION TO WATERMASTER'S MOTION FOR COURT APPROVAL OF CORRECTED AND AMENDED FISCAL YEARS 2021/22 AND 2022/23 ASSESSMENT PACKAGES

/ 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 June 10, 2026, in Rancho Cucamonga, California.



By: Ruby Favela Quintero
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