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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CASE NO. RCVRS 51010

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

**DECLARATION OF COURTNEY
JONES IN SUPPORT CITY OF
ONTARIO'S RESPONSE TO
WATERMASTER'S AND OPPOSING
PARTIES' SUPPLEMENTAL BRIEFS
RE MOTION FOR COURT
APPROVAL OF CORRECTED AND
AMENDED FISCAL YEARS 2021/22
AND 2022/23 ASSESSMENT
PACKAGES**

Hearing:

Date: August 14, 2026
Time: 10:00 a.m.
Department: R-17

1 I, Courtney Jones, declare as follows:

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

4 2. I am the Assistant General Manager - Utilities Engineering and Operations for the
5 City of Ontario ("Ontario") and have been in this role since September 2025. Prior to September
6 2025, I was the Deputy General Manager of the Ontario Municipal Utilities Company (June 2024
7 through September 2025), and Water Resources and Regulatory Affairs Director at the City (March
8 2021 through June 2024). Prior to March 2021, I was employed by Ontario as a Senior Associate
9 Civil Engineer and subsequently the Water Resources Manager.

10 3. I make this Declaration in support of Ontario's Further Briefing in Support of
11 Ontario's Response to Watermaster's and Opposing Parties' Supplemental Briefs re Motion for
12 Court Approval of Corrected and Amended Fiscal Years 2021/22 and 2022/23 Assessment
13 Packages.

14 4. The original DYY Program agreements together with the Local Agency Agreements
15 define when, how, and by whom DYY Program water can be recovered by participating parties. If
16 the parties are not legally entitled under the terms of the original DYY Program agreements and
17 orders to produce DYY Program water in a given year, then the water that is physically produced
18 from the Basin cannot be characterized as DYY Program water and is treated instead as ordinary,
19 assessable groundwater production.

20 5. The history behind the creation of the desalter program, and its connection to the
21 safe yield of the basin, is irrelevant because the parties to the Peace II agreement already determined
22 that the formula for the apportionment of financial responsibility for DRO must include the volume
23 of each party's groundwater production. Put another way, the Appropriative Pool parties (including
24 CVWD and Fontana) agreed that there was a sufficient nexus or correlation between the amount of
25 a party's production and the desalter program such that the amount of each party's production must
26 be part of the formula to calculate the parties' respective shares of DRO assessments

27 6. On July 26, 2023, Ontario wrote a letter to Watermaster requesting clarification of
28 Watermaster's position with respect to portions of this court's tentative order regarding the

1 assessment of supplemental water. Specifically, given Watermaster's historic assessment of
2 supplemental water (including recycled water), Ontario asked Watermaster to clarify its "position
3 with respect to the Court's proposed finding that supplemental water – including recycled water –
4 is not subject to assessments." Attached hereto as **Exhibit A** is a true and correct copy of the July
5 26, 2023, letter sent from Ontario's counsel to the counsel for Watermaster.

6 7. In response, Watermaster published a formal memorandum regarding
7 "Watermaster's Authority to Regulate and Manage Storage" and "Assessments on Water
8 Withdrawn form (sic) Storage." Attached hereto as **Exhibit B** is a true and correct copy of the
9 July 31, 2023 memorandum from Watermaster's counsel to the City of Ontario.

10 8. Attached as **Exhibit C** is a true and correct copy of a comparison of DYY production
11 by various agencies and entities. The comparison was prepared by Ontario staff based on
12 Watermaster's Assessment Packages for the noted water years. I have reviewed and verified the
13 underlying information and the data presented in the comparison.

14 9. **Table 1** depicts a comparison among agencies' Dry Year Yield (DYY) Production
15 scenarios under the originally contested Assessment Packages and CAA Packages.

16 10. The second column titled "Original Agreement & Court Orders (AF)" shows each
17 Agency's Exhibit G performance criteria. Cucamonga Valley Water District (CVWD) has a
18 performance criteria maximum of 11,353 AF (+/- 10%), and Fontana Water Company (Fontana or
19 FWC) does not have Local Agency Agreement (LAA) and corresponding performance criteria.

20 11. The third column titled "Historical Non-Call Years" shows that historically zero
21 DYY production occurred during non-call years. Prior to 2026, Metropolitan Water District
22 (MWD) had not declared a call year in more than a decade.

23 12. The fourth and sixth columns titled "Non-Call (PY 20/21 and 21/22) Assessment
24 Package (AF)" show the Production volumes out of the DYY storage account from the previously
25 approved and challenged assessment packages, Production Years (PY) 2020/2021 and 2021/2022
26 respectively.

27 13. The fifth and seventh columns titled "Non-Call (PY 20/21 and 21/22) CAA
28 Packages (AF)" depict the most recent CAA Package DYY Production values as revised by

1 Watermaster in 2026. Particularly troubling is that the volumes shown in these columns are
2 identical to volumes of DYY production removed from the original, contested assessment packages
3 that are the subject of this litigation. Further details and specifics on the DYY Production in the
4 CAA Packages are shown in Table 2.

5 14. The last column titled "2026 Call Approved DYY Operation (AF)" shows the
6 current expected DYY Performance for call year 2026. These volumes are consistent with the
7 Original Exhibit G Performance criteria. Notably, Fontana is not participating because it lacks a
8 Local Agency Agreement, reinforcing that an LAA is a prerequisite to participation and raising
9 serious questions regarding Fontana's prior claimed DYY participation without one.

10 15. **Table 2** shows a breakdown of the DYY Production assessments for CVWD and
11 Fontana between Production Year (PY) 2020/21 and 2021/2022 (corresponding to FY 2021/2022
12 and FY 2022/2023, respectfully) as shown in Watermaster's CAA Packages. Watermaster has
13 implemented the CAA Packages in such a way that significant volumes of water do not count
14 towards production assessments and/or DRO assessments. Rather than using the Exhibit G
15 Performance Criteria as listed, Watermaster relied solely on the roll-off criteria and ignored the
16 Exhibit G Performance criteria maximum (for CVWD) and also ignored the fact that FWC does
17 not have a local agency agreement. These values demonstrate that Watermaster has tried to limit
18 financial impacts to the non-prevailing parties (CVWD and Fontana) and ignored key elements of
19 the performance criteria.

20 16. The second row titled "Total DYY Production Claimed" shows the total water
21 CVWD and Fontana still claim as produced from the DYY storage account. These volumes remain
22 identical to the Assessment Packages that were challenged before the Court of Appeal and that the
23 Court of Appeal ordered to be corrected. This favors the non-prevailing parties (CVWD and
24 Fontana) and perpetuates the cost-shifting issues that were challenged before the Court of Appeal.

25 17. The third row titled "DYY Production Assessed (OBMP/Admin)" shows a fraction
26 of the total volumes of production from the DYY storage account that incurred only a production
27 assessment (OBMP/Admin). Furthermore, Fontana is still allowed to claim water it

28 //

1 asserts that it produced from the DYY Program despite not having a local agency agreement, which
2 is, inconsistent with the Court of Appeal's ruling. Taken together, these actions continue to confer
3 a financial advantage to non-prevailing parties.

4 18. The fourth row titled "DYY DRO Assessed" reveals a blatant omission from
5 significant DRO volumes for both agencies – none of their claimed voluntary DYY production is
6 subject to DRO assessments under the CAA Packages. This treatment benefits the non-prevailing
7 parties while shifting the resulting burden to the remainder of the Appropriative Pool, including
8 Ontario. Under the Judgment and original DYY Program agreements and orders, during a non-call
9 year, there is no exemption for DYY water from production assessments and no exemption from
10 DRO assessments.

11 I declare under penalty of perjury under the laws of the state of California that the foregoing
12 is true and correct. Executed on this 3rd day of August 2026, at Ontario, California.

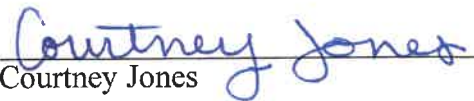
13
14 
Courtney Jones

EXHIBIT A



July 26, 2023

Elizabeth P. Ewens
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
D. 916.319.4667
elizabeth.ewens@stoel.com

VIA EMAIL

Bradley J. Herrema
Scott S. Slater
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101
bherrema@bhfs.com
sslater@bhfs.com

Re: Chino Basin MWD v. City of Chino, et al., Case No. RCVRS 51010

Dear Scott and Brad:

As a follow up to prior communications you have had with our client, the City of Ontario ("Ontario"), this letter is to request clarification of Watermaster's position with respect to portions of Judge Ochoa's tentative order on Ontario's challenge to the 2022/23 Assessment Package ("Tentative Order") regarding the treatment of supplemental water. In short, Ontario is concerned that the Tentative Order is inconsistent not only with the Judgement and other Court Orders, but also is inconsistent with Watermaster's historic practices.

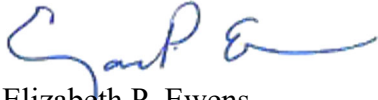
In the Tentative Order, Judge Ochoa cites to portions of the Judgement and Watermaster Rules and Regulations that define supplemental water to include recycled water. Judge Ochoa goes on to find that that "by definition, 'ground water' – the category of water subject to assessment – does not include 'stored water' and 'supplemental water' – the categories of water that are part of the DYY Program." (Tentative Order, p. 8.) This finding is inconsistent with Watermaster's historic assessment of supplemental water, including recycled water. To our knowledge, Watermaster has not corrected the Court nor clarified Watermaster's position with respect to the Court's proposed finding that supplemental water – including recycled water - is not subject to assessments. As an arm of the Court, it is incumbent upon Watermaster to make its position clear on this issue, particularly given the potential breadth and impact of judicial order holding that no supplemental water is assessed.

Please advise whether Watermaster concurs with the Court's Tentative Order as it pertains to the assessment of recycled or other supplemental water, and whether Watermaster intends to address this issue with the Court. Understandably, Ontario remains concerned that Watermaster's failure

Bradley J. Herrema
Scott S. Slater
July 26, 2023
Page 2

to provide clarity on the assessment of recycled water may cause further disruptions with subsequent assessment packages.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elizabeth P. Ewens", with a stylized, flowing script.

Elizabeth P. Ewens

cc: Scott Burton
Courtney Jones

EXHIBIT B

Memorandum

Scott S. Slater
Attorney at Law
805.882.1420 direct
sslater@bhfs.com

DATE: July 31, 2023
TO: City of Ontario
FROM: General Counsel
RE: Watermaster's Authority to Regulate and Manage Storage
SUBJ: Assessments on Water Withdrawn from Storage

EXECUTIVE SUMMARY

Paragraph 11 of the Judgment declared an opportunity to optimize the storage capacity of the Basin as being possible “only under Watermaster control and regulation.” This memorandum summarizes Watermaster’s authorities and historical approaches to management of water held in storage within the Basin in accordance with the Judgment since the adoption of the Peace Agreement in 2000. The Optimum Basin Management Program (“OBMP”) and the Peace Agreement were specifically crafted in recognition of the stakeholder’s common purpose in maximizing the storage of Basin water and fairly distributing costs and benefits to stakeholders for the use of that storage capacity.¹

Under the Peace Agreement, storage capacity in the Basin was not apportioned as an asset to be owned by members of the Appropriative Pool, the Overlying (Non-Agricultural) Pool (“Non-Ag Pool”)

¹ See e.g., Points and Authorities in Support of Motion for an Order Approving Watermaster’s Adoption of the OBMP and Directing Watermaster to Proceed in Accordance with the Peace Agreement, the OBMP Implementation Plan, and the Pro Forma Recharge Memorandum of Agreement, dated June 29, 2000, pp. 1-2, 4, 8, 9; Peace Agreement, Exhibit “B” [OBMP Implementation Plan], p. 37.

and the Overlying (Agricultural) Pool (“Ag Pool”).² Instead, available capacity was separated for two categories of use: (i) Local Storage – available only to a party to the Judgment and requires no upfront compensation for storage of Excess Carry-Over and Supplemental Water; and (ii) Storage and Recovery – available to any person subject to terms negotiated pursuant to Watermaster’s discretion and requires broad mutual benefit be provided to and received exclusively by the members of the Appropriative and Non-Ag Pools as a condition of the agreement.

Immediately following the adoption of the Peace Agreement, Local Storage was used to accommodate Excess Carry-Over of native groundwater and Supplemental Water. Over the period 2000 to 2007, approximately 85% of water held in Local Storage was native water described as Excess Carry-Over; i.e., unused shares of Safe Yield by the members of the Appropriative and Non-Ag Pools.

The 2000-2001 Assessment Package implemented this change, splitting what was previously referred to as “Local Storage” into two sub-categories: Local Supplemental Water and Excess Carry-Over. Subsequently, the 2010-2011 Assessment Package further demarcated the origin of Local Storage pre-7/1/2000 (Peace Agreement) as “Quantified” and Local Storage post-7/1/2000 as “New”. (See Attachment “A” hereto.)

In 2004, the first and only Storage and Recovery Agreement was approved by Watermaster in the form of the Dry-Year-Yield Program (“DYY”), whereby the Metropolitan Water District of Southern California (“MWD”) acted in coordination with its member agencies the Inland Empire Utilities Association (“IEUA”) and Three Valleys Municipal Water District (“TVMWD”) and local retail agencies (Appropriators) to store water.³ Under the DYY, MWD initially pledged approximately \$28M in project benefits coupled with an agreement to fund a portion of Watermaster’s costs in administering the agreement in exchange for the right to store approximately 100,000 AF within the Basin.

² Compare *Central and West Basin Water Replenishment District v. Southern California Water Company* (2003) 109 Cal.App.4th 891, 912-913 (disapproving proportional allocation) and *Hillside Memorial Park v. Golden State Water Company* (2011) 205 Cal.App.4th 534, 543,544 (confirming trial court jurisdiction to approve equitable plan).

³ The Storage and Recovery Agreement for the DYY (entered into by Watermaster, IEUA, and TVMWD) was approved by the Watermaster Board of Directors unanimously on March 25, 2004. (Order Approving Storage and Recovery Program Storage Agreement Re Implementation of Dry Year Yield Storage Project, dated June 24, 2004, p. 4.) Prior to approval of the Storage and Recovery Agreement for the DYY, the Court approved the Groundwater Storage Program Funding Agreement No. 49960 (entered into by Watermaster, IEUA, TVMWD, and MWD), which described the DYY and provided broad mutual benefits to the parties to the Judgment. (*Id.*, p. 2.)

Under the Judgment, “maximum beneficial use of reclaimed⁴ water shall be given high priority by Watermaster.” (Judgment ¶ 49(a).) Substantial efforts were made to dramatically expand the availability and use of recycled water across the Basin through the Peace II Agreement and the implementation of Basin Re-Operation and Hydraulic Control strategies approved by the Court in 2007. These measures included the build out of a 40 MGD brackish desalter facility, which would be underwritten by controlled overdraft of 400,000 AF of native groundwater, facilitating production at new locations to backfill for declining historical groundwater production by the members of the Ag Pool – dampening and ultimately reducing Basin outflow to the Santa Ana River to de minimis levels. By avoiding the discharge to the Santa Ana River, the Chino Basin became eligible to receive higher salt loads associated with the distribution of more recycled water. With a revised Regional Water Quality Control Board Basin Plan, the distribution of recycled water by IEUA to its contract agencies opened the door to the opportunity to store recycled water as “Supplemental Water” under Local Storage agreements.

Accordingly, beginning in 2007, all water (native Excess Carry-Over and Supplemental Water) stored in Local Storage accounts was assessed a “production assessment” upon withdrawal of the water from Local Storage. This action was not required by the Judgment, as the withdrawal of water from storage is distinct from the production of native groundwater. The parties to the Judgment (as opposed to third parties) were granted free access to available storage capacity without payment of additional compensation, provided that upon withdrawal from storage they paid an assessment. In this way, storing parties to the Judgment are on equal footing when they are assessed for each acre-foot withdrawn. Since 2007, all withdrawals from Local Storage have been managed and assessed in this manner.

A. Background.

Watermaster manages the allocation and administration of Safe Yield, Operating Safe Yield, Replenishment, storage and the withdrawal of water from storage under the Judgment. (Judgment ¶¶ 11, 12 and 14.) The Judgment expressly calls out general and specific authorities that have been refined and implemented through Court Approved Management Agreements, Watermaster’s Rules and Regulations and Watermaster’s actions over the past 23 years. Costs of management in administering the Judgment have been paid through assessments imposed on the production of groundwater and the withdrawal of stored water as agreed by and distributed among the parties to the Judgment in accordance with these considerations.

⁴ The terms reclaimed water and recycled water are used interchangeably herein.

The Judgment expressly enjoins the unauthorized storage and withdrawal of Supplemental Water other than under an agreement with Watermaster. (Judgment ¶ 14.) The Judgment also requires the establishment of uniform requirements for storage. (Judgment ¶ 28.) In furtherance of the stated objective of achieving full utilization of the waters of the Basin, the Judgment grants Watermaster the discretionary authority to develop an OBMP, and to regulate withdrawals from the Basin. (Judgment ¶ 41.)

Optimizing the use of Basin storage capacity is a fundamental objective of the Judgment. (Judgment ¶ 11.) Excess Carry-Over (unproduced/unpumped Safe Yield, the Appropriator's share of Operating Safe Yield) and Supplemental Water are all eligible for storage under an agreement with Watermaster. Supplemental Water includes water imported to the Chino Basin from outside the watershed and recycled water. (Judgment ¶ 4(bb); Rules and Regulations § 7.4.) Maximizing the use of recycled water is also a high priority in management of the decree. (Judgment ¶ 49(a).)

Toward that end, recycled water and imported water may be acquired for purposes of replenishing the Basin, Desalter Replenishment (Peace II Agreement, Exhibit 1, Attachment "B", Table 8: Replenishment Obligations and Sources – Most Rapid Depletion Scenario with SAR inflow Allocated to Desalter Replenishment) and are eligible for storage and withdrawal under a Groundwater Storage Agreement (Judgment ¶¶ 14, 28, Exhibit "I").

With the consent of the parties to the Judgment and by order of the Court, Watermaster manifested its control and management over storage and withdrawal through the Peace Agreement (§ 5.2) and its Rules and Regulations. Both Excess Carry-Over and Supplemental Water can be stored pursuant to an agreement with Watermaster. (Judgment, ¶28, Exhibit "G", Exhibit "H" ¶12). However, the rules and procedures for obtaining a storage agreement differ depending on the authorities enabling such storage agreement. (Compare Rules and Regulations § 8.1(e) with Rules and Regulations § 8.1(f).)

More specifically, the Peace Agreement and the Watermaster Rules and Regulations set forth a set of procedures, requirements, conditions and assurances that were extended to storing parties and which apportioned available storage between classes of storage: (i) Local Storage (Rules and Regulations § 8.2) and (ii) Storage and Recovery (Rules and Regulations § 8.3). Financial feasibility, economic impact, the cost of optimization of the Basin's resources, and the physical facilities of the parties, are of equal importance in quality and quantity considerations (Judgment Exhibit "I" ¶ 1(c); Rules and Regulations § 8.1) and are balanced and incorporated into the methodology.

B. Classes of Storage

1. Local Storage

Local Storage is available to parties to the Judgment and water held in Local Storage accounts is composed of both Excess Carry-Over and Supplemental Water – imported and recycled. Like Supplemental Water, the storage of Excess Carry-Over also requires a storage agreement with Watermaster to avoid abandonment. (Judgment Exhibit “G” ¶ 7, Exhibit “H” ¶ 7, Exhibit “I” ¶ 4; Rules and Regulations § 8.1(e).)

After 2000, the amount of Supplemental Water cumulatively held in Local Storage accounts by all parties was subject to quantitative caps of 50,000 AF under the Peace Agreement and then 100,000 AF under amendments to the Peace Agreement, but subsequently raised in connection with increasing the amount of water eligible under the DYY and facilitating storage of recycled water. Local storage is currently accomplished through uniform storage agreements that are compliant with the Judgment’s requirements and the reservation of Watermaster discretion.

2. Storage and Recovery

Third parties, as well as parties to the Judgment, are able to access additional storage space. However, Storage and Recovery Agreements are subject to more stringent requirements, including the prioritization of broad mutual benefit, beyond the need of the specific applicant, in the approval of any application. (Rules and Regulations § 8.3(d)(ii).) Compensation must be directed towards the members of the Appropriative and Non-Ag Pools and may be provided in a variety of forms. (Rules and Regulations ¶ 8.3(e)(f).)

C. Compensation and Cost-Recovery

Paragraphs 11, 12, 14, and 41 of the Judgment established Watermaster’s plenary power over storage. The Peace Agreement § 5.2 and the Watermaster Rules and Regulations are exercises of that authority. Watermaster does not levy a single uniform fee for the use of storage capacity or the withdrawal of stored water. Instead, cost-recovery and assessments vary depending upon whether the stored water is withdrawn under a Storage and Recovery Agreement or Local Storage agreement.

“Ground Water” is defined in the Judgment as water beneath the surface of the ground and within the zone of saturation, i.e., below the existing water table. (Judgment ¶ 4(h).) Conversely, “Supplemental Water includes *both* waters imported to Chino Basin from outside the Chino Basin Watershed and reclaimed water.” (Judgment ¶ 4(bb)[emphasis added].)

Pumping of native groundwater (Safe Yield or Operating Safe Yield) is “production.” The recovery of water from Supplemental Water from storage is defined as a “withdrawal.” (Judgment ¶ 4(aa).) “Produce or Produced” means to “extract ground water from the Chino Basin.” (Judgment ¶ 4(q).)

This distinction is preserved throughout the Judgment. For example, Judgment Paragraph 13 enjoins “unauthorized production” of groundwater, while Paragraph 14 enjoins the storage and “*withdrawal* of supplemental water” unless the withdrawal is conducted pursuant to a storage agreement, but never refers to or mentions or characterizes the withdrawal of Supplemental Water as “production.” (Judgment ¶¶ 13, 14 [emphasis added].) The Judgment requires a standardized form of agreement with Watermaster for storage and withdrawal of Supplemental Water. (Judgment ¶ 28, Exhibit “I” ¶ 4(e)[requiring withdrawal schedule, locations and methods].)

Likewise, an Appropriator’s potential replenishment obligation is triggered when they produce more groundwater than their share of Operating Safe Yield and assigned Carry-Over. (Judgment Exhibit “H” ¶5.) Similarly, members of the Non-Ag Pool are assessed for replenishment against production in excess of the parties’ share of Safe Yield, plus Carry-Over. (Judgment Exhibit “G” ¶ 5.) The Ag Pool also has its own replenishment obligation – also triggered by cumulative production – in excess of the Pool’s allocation of Safe Yield. (Judgment ¶ 45, Exhibit “F” ¶ 7(a).)

1. Local Storage

Watermaster has never directly assessed a charge for access to or the use of Local Storage capacity. Instead, by executing an agreement with Watermaster, Appropriators and parties within the Non-Ag Pool are allowed to store “under produced” native water as Excess Carry-Over and may defer their production assessment that would otherwise have occurred by pumping, upon the subsequent withdrawal from storage. (Judgment Exhibit “G” ¶ 7, Exhibit “H” ¶ 12.) That is, given that the water in their Local Storage account is derived from their respective unused portion of Operating Safe Yield and Safe Yield, their act of storing constitutes a deferral of production. As such, upon deciding to store unpumped allocation as Excess Carry-Over, they may elect to pay their assessment on either the date the carry-over accrues or upon subsequent production. (Judgment Exhibit “H” ¶ 12; Rules and Regulations § 8.1(g).)

Since 2007, with the creation of Local Storage capacity and the ability of parties to store Supplemental Water under the Peace Agreement and the Court-approved Watermaster Rules and Regulations, the withdrawal of Supplemental Water from storage is also assessed in an amount equal to Excess Carry-Over.

Purchases of Supplemental Water are not assessed by Watermaster nor is its placement into storage. However, an assessment is levied when the water is subsequently withdrawn from the Basin. This payment compensates the collective for the use of the Basin storage capacity and the expenses incurred in managing the OBMP, including storage and withdrawal of Supplemental Water, placing it on equal footing with Excess Carry-Over. If the withdrawal from Local Storage were not assessed in the same way as Excess Carry-Over, the substantial advantage and cost of storage would be subsidized by

non-storing or relatively under-storing parties. In short, the current methodology requires that the parties benefitting from storage share in the management burden.

Historically, the use of Local Storage for recycled water as Supplemental Water increased significantly in 2008. Four years after the Court approval of the DYY, the Peace II Agreement effected a paradigm shift in Basin management to implement Hydraulic Control through Re-Operation designed, in part, to facilitate the expanded use of recycled water. The objective included the construction and operation of 40 MGD of desalting capacity and a forward replenishment obligation heavily dependent upon the future availability of recycled water.⁵ Recharge of recycled water for the benefit of the parties was addressed by Peace II Agreement § 8.1, allocating costs for operations and maintenance and capital contributions in the Recharge Master Plan.

Hydraulic Control and Basin Re-Operation opened the door to a change in the blending requirements for recycled water, allowing a higher percentage of recycled water to be used for replenishment. In supporting this strategy, parties to the Judgment were allowed to store their share of recycled water within their Supplemental Water Local Storage accounts.⁶ That is, parties are not assessed for their purchase of imported water or recycled water upon deposit into their respective Local Storage account. They are charged an assessment on their withdrawal from Local Storage on the same basis as if it were Excess Carry-Over.

This has been the standard and practice of Watermaster in implementing the Local Storage agreements. Local Storage agreements are exclusively available to parties to the Judgment, and approximately 65% of the water occupying storage space in the aquifer is Carry-Over or held in storage under Local Storage agreements as Excess Carry-Over and Supplemental Water – inclusive of recycled water. The exercise of Watermaster discretion in negotiating future agreements to maximize broad regional benefits under the Storage and Recovery Program are distinct and set forth in Section C.2 below.

2. Storage and Recovery

⁵ Delivery of reclaimed water as Supplemental Water, Fiscal year 2006-2007. (30th Annual Report Appendix J.) Carry-Over constitutes unpumped allocation, for which production may be deferred for a period up to one additional year. Parties have separate agreements with Watermaster for the storage of Excess Carry-Over and Supplemental Water.

⁶ Watermaster 31st Annual Report reflects that in Production Year, 2007-2008, that Recycled Water Storage Accounts upon initiation went from zero to 2,340 AF. (Watermaster 31st Annual Report Q-1.)

Storage and Recovery agreements are available to any person that satisfies the requirements of Peace Agreement § 5.2(c). Within the category of Storage and Recovery, total compensation to the members of the Appropriative and Non-Ag Pools is determined pursuant to guidelines of Peace Agreement § 5.2 and subject to negotiation. Watermaster has discretion to pursue and obtain broad mutual benefits for the parties to the Judgment, and more specifically, members of the Appropriative and Non-Ag Pools.

Three years before recycled water began to accumulate in Local Storage accounts, with support and direction from the Appropriative Pool and Non-Ag Pool, Watermaster negotiated and the Court approved the DYY: the only existing Storage and Recovery program. MWD funded approximately \$28M in physical improvements in 2002 and pays an annual management fee to defray Watermaster's administration expenses otherwise chargeable to the parties (for FY 2023/24 the fee is \$188,412.) No assessments on withdrawals are required under the DYY and the parties agreed and the Court found that compensation satisfied the broad regional mutual benefit standard. (Order Concerning Groundwater Storage Program Funding Agreement – No. 49960, dated June 5, 2003, pp. 4-6.)

Watermaster does retain discretion to freely negotiate new and different terms in connection with new Storage and Recovery proposals in the future, subject to Court approval.

D. Reservation of Discretion and the Court's Continuing Jurisdiction

As referenced throughout this memorandum, Watermaster was granted discretion and plenary power to manage storage of water within the Basin. (Judgment ¶¶ 11, 12, 14, 41; Rules and Regulations §§ 8.1, 8.2, 8.3.). The Court too has maintained continuing jurisdiction in furtherance of the Physical Solution. (Judgment ¶¶ 15, 39, 40, 41.) We raise this in the context that storage management going forward must be adaptive to be successful.

Watermaster Assessment on Withdrawals from Storage

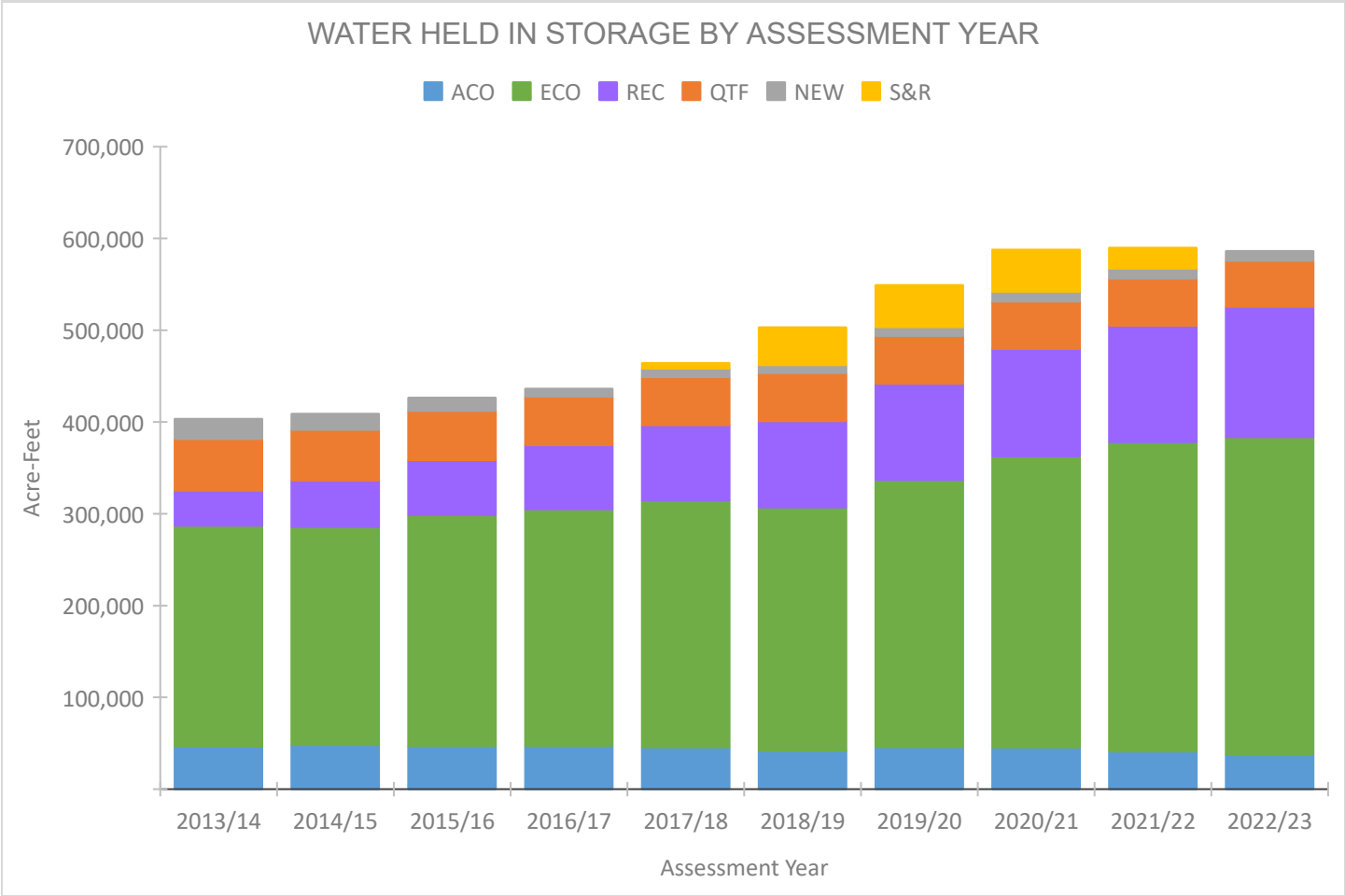
Attachment A



Assessment Year 2022-2023 (Production Year 2021-2022)

10-Year Summary of Managed Storage

Assessment Year	Annual Carry Over	Excess Carry Over	Local Supplemental Storage			Storage and Recovery	Total
			Recharged Recycled	Quantified	New (Post 7/1/2000)		
2013/2014	46,486.3	240,541.7	38,024.6	56,265.4	22,088.4	0.0	403,406.4
2014/2015	48,185.4	237,308.1	50,857.1	55,054.9	17,572.3	0.0	408,977.8
2015/2016	46,914.9	251,741.4	59,773.2	53,664.9	14,556.1	0.0	426,650.5
2016/2017	46,928.0	257,961.8	69,821.1	52,795.9	8,904.4	0.0	436,411.2
2017/2018	45,566.6	268,974.5	81,901.4	52,557.5	9,092.9	6,314.9	464,407.9
2018/2019	41,779.7	264,996.5	94,154.4	52,339.4	8,524.5	41,380.0	503,174.6
2019/2020	45,832.6	291,036.8	104,756.9	52,105.0	9,543.6	45,968.5	549,243.4
2020/2021	45,322.9	317,230.4	116,881.1	51,820.4	10,590.5	45,961.0	587,806.3
2021/2022	40,993.8	337,117.0	126,672.7	51,488.1	10,675.0	22,928.8	589,875.3
2022/2023	38,088.3	345,257.6	142,115.7	50,181.3	10,667.5	0.0	586,310.3
	A	B	C	D	E	F	G



#Error

EXHIBIT C

Table 1: DYY Production Comparison

Agency	Original Agreement & Court Orders (AF)	Historical Non-Call Years	Non-Call (Production Year 20/21)		Non-Call (Production Year 21/22)		2026 Call Approved DYY Operation (AF)
			Original Assessment Package (AF)	Watermaster CAA (AF)*	Original Assessment Package (AF)	Watermaster CAA (AF)*	
Chino	1,159	0	0	0	0	0	1,159
Chino Hills/MVWD	5,411	0	0	0	0	0	5,411
CVWD	11,353	0	20,500	20,500	17,913	17,913	11,353
FWC	0	0	2,500	2,500	5,000	5,000	0
JCSD	2,000	0	0	0	0	0	2,000
Ontario	8,076	0	0	0	0	0	8,076
Upland	3,001	0	0	0	0	0	3,001
Pomona	2,000	0	0	0	0	0	2,000

Notes:

Watermaster CAA Packages: Watermaster put forward corrected and amended Assessment Packages

* Table 2 shows a breakdown of the DYY Production Claimed in the Watermaster CAA.

Table 2: Watermaster CAA Package Breakdown

CAA Packages	Cucamonga Valley Water District (CVWD)		Fontana Water Company (FWC)	
	PY 2020-2021	PY 2021-2022	PY 2020-2021	PY 2021-2022
Total DYY Production Claimed¹ (AF)	20,500	17,913	2,500	5,000
DYY Production Assessed (OBMP/Admin) ² (AF)	8,196	0	2,500	5,000
DYY DRO Assessed ³ (AF)	0	0	0	0

Notes:

1. Volumes of Total DYY Production Claimed in CBWMs CAA Packages remains unchanged from the amount presented in the prior iteration of the Assessment Packages. This is the total volume that's taken out of the DYY Program account, the sum of "Storage and Recovery" and "Other Adjustments", in an attempt to minimize the impacts to non-prevailing parties.

2. Volumes shown are in the CBWMs CAA Package as a newly formed column labeled "Other Adjustments". These volumes are produced from the DYY Program storage account but incur a production assessment (OBMP/Admin). Unlike regular production - including non-call and non-DYY production - these volumes fail to count towards the DRO.

3. CBWMs CAA Packages failure to include DRO for both production years is estimated up to 4150AF (CVWD) and 380AF (FWC) at which it may be valued at \$765/AF based on an average current Water Transaction price and Non-Agricultural Pool Intent to Sell Pricing.

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 August 3, 2026, I served the following:

1. DECLARATION OF COURTNEY JONES IN SUPPORT CITY OF ONTARIO'S RESPONSE TO WATERMASTER'S AND OPPOSING PARTIES' SUPPLEMENTAL BRIEFS RE 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 August 3, 2026, in Rancho Cucamonga, California.



By: Kirk Richard C. Dolar
Chino Basin Watermaster

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