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

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 CHINO BASIN MUNICIPAL WATER
12 Plaintiff,

13 v.
14 CITY OF CHINO, et al.,

15 Defendants.

16 CASE NO. RCVRS 51010

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

19 **REQUEST FOR JUDICIAL NOTICE IN
20 SUPPORT OF CITY OF ONTARIO'S
21 MOTION FOR ORDER DIRECTING
22 WATERMASTER TO CORRECT AND
23 AMEND THE FY 2021/2022 AND
24 2022/2023 ASSESSMENT PACKAGES**

25 Hearing:

26 Date: February 6, 2026
27 Time: 10:00 a.m.
28 Dept: R-17

1 Pursuant to California Evidence Code sections 452 and 453, City of Ontario (“Ontario”)
2 respectfully submits this Request for Judicial Notice in Support of the City’s Motion For Order
3 Directing Watermaster to Correct and Amend the FY 2021/2022 and 2022/2023 Assessment
4 Packages.

5 This Court may take judicial notice of the pleadings, court minutes, and court transcripts,
6 as they are records of the Court. Cal. Evid. Code § 452(d) (allowing courts to judicially notice
7 “[r]ecords of any court of this state”); *see also In re Clark*, 5 Cal. 4th 750, 798 fn. 35 (1993) (taking
8 judicial notice of court’s own records); *see also Shine v. Williams-Sonoma, Inc.*, 23 Cal. App. 5th
9 1070, 1076-77 (2018) (the trial court properly exercising discretion to take judicial notice of prior
10 case’s pleading, settlement agreement, and stipulated judgment of dismissal for purposes of
11 collateral estoppel).

12 Further, Evidence Code section 452 allows a court to take judicial notice of certain matters
13 of law and fact, including the official acts of a public agencies and the state. (Evid. Code, § 452(c)
14 *Estate of Will*, 170 Cal. App. 4th 902, 908 (2009); *Rodas v. Spiegel*, 87 Cal. App. 4th 513, 518
15 (2001) (noting that “official act” includes records, reports, and orders of governmental agencies).)
16 Evidence Code section 452(h) allows a court to take judicial notice of facts and propositions that
17 are not reasonably subject to dispute and are capable of immediate determination by resort to
18 sources of reasonably indisputable accuracy.

19 Evidence Code section 453 requires a court to take judicial notice of any matter specified
20 in Evidence Code section 452 if a party requests it, and if it gives the adverse party sufficient notice
21 of the request and furnishes the court with sufficient information to enable it to take judicial notice
22 of the matter. Accordingly, Ontario respectfully requests that this Court take judicial notice of the
23 documents listed below, pursuant to Evidence Code section 452(h) as follows:

24 **Exhibit A.** Opinion, Case No. E080457, dated April 18, 2025.

25 **Exhibit B.** Excerpts of Restated Judgment, entered January 27, 1978.

26 **Exhibit C.** Chino Basin Watermaster 2021/2022 Assessment Package (Production Year
27 2020/2021), approved November 18, 2021.

1 **Exhibit D.** Chino Basin Watermaster 2022/2023 Assessment Package (Production Year
2 2021/2022), approved November 17, 2022.

3 **Exhibit E.** Excerpts of Groundwater Storage Program Funding Agreement, Agreement
4 No. 49960, dated March 1, 2003.

5 **Exhibit F.** Excerpts of Chino Basin Watermaster Rules and Regulations, updated 2019.

6 **Exhibit G.** Order on the Motion to Approve Amendments to Appropriative Pool
7 Pooling Plan, entered March 15, 2019.

8 For the reasons stated above, Ontario respectfully requests the Court take judicial notice of

9 **Exhibits A to G** as described above.

10 Dated: January 12, 2026

STOEL RIVES LLP

12 By: 
13 ELIZABETH P. EWENS
14 MICHAEL B. BROWN
15 Attorneys for
16 City of Ontario

EXHIBIT A

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION TWO

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff and Respondent,

v.

CITY OF ONTARIO,

Defendant and Appellant;

CUCAMONGA VALLEY WATER
DISTRICT, et al.,

Defendants and Respondents.

E080457, E082127

(Super.Ct.No. RCVRS51010)

OPINION

APPEAL from the Superior Court of San Bernardino County. Gilbert G. Ochoa, Judge. Reversed and remanded with directions.

Stoel Rives LLP, Elizabeth P. Ewens, Michael B. Brown and Whitney Brown, for Defendant and Appellant, City of Ontario.

Brownstein Hyatt Farber Schreck, LLP, Scott S. Slater, Bradley J Herrema and Laura K. Yraceburu, for Plaintiff and Respondent, Chino Basin Watermaster.

Lagerlof, LLP and Thomas S. Bunn III, for Defendants and Respondents, Fontana Water Company and Cucamonga Valley Water District.

JC Law Firm, Jean Cihigoyenetche and J. Martin Cihigoyenetche, for Defendant and Respondent Inland Empire Utilities Agency.

A 1978 stipulated judgment (Judgment) governs the water rights in the Chino Groundwater Basin (Basin) by establishing the Basin's governance structure, providing judicial oversight via continuing jurisdiction provisions, and creating the Chino Basin Watermaster (Watermaster). To achieve full utilization of the Basin's resources, Watermaster adopted, and the superior court approved, a long-term management program, one element of which instituted an objective and strategy to develop storage and recovery programs for the broad regional benefit of the parties to the Judgment. One such program—Dry Year Yield Program (DYY Program)—stores extra groundwater during wet years and then recovers the water during dry years. To finance its actions, Watermaster establishes an annual budget and assesses parties to the Judgment based on their groundwater production.

In this consolidated appeal, one party to the Judgment, the City of Ontario (Ontario), challenges Watermaster's fiscal year (FY) 2021/2022 and 2022/2023 assessments on the grounds Watermaster failed to levy assessments on the groundwater voluntarily produced as part of the DYY Program based upon its erroneous interpretation and application of the 2019 Letter Agreement that amended the agreement that governs the DYY Program. The superior court, *inter alia*, found Ontario's challenge to be an untimely and improper objection to the 2019 Letter Agreement—entered into between

Three Valleys Municipal Water District (TVMWD),¹ Watermaster, Metropolitan Water District of Southern California (Metropolitan), and Inland Empire Utilities Agency (IEUA)—and further held that stored and supplemental water (from the DYY Program or other storage programs) are exempt from Watermaster assessment.

On appeal, Ontario requests reversal of the superior court’s orders and remand with instructions to (1) direct Watermaster to implement the DYY Program in a manner consistent with the Judgment and prior court orders, (2) correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages to assess water produced from the DYY Program, and (3) invalidate the 2019 Letter Agreement and direct Watermaster to comply with the process provided for in the Judgment and subsequent court orders when approving material changes to the DYY Program.

We conclude the superior court erred in finding Ontario’s challenges to be untimely and in affirming Watermaster’s interpretation of the 2019 Letter Agreement. We therefore reverse.

I. PROCEDURAL BACKGROUND AND FACTS

A. The Judgment, Pools, and Watermaster.

In 1975, Chino Basin Municipal Water District (later known as IEUA) initiated this action against several parties to adjudicate their rights and obligations with respect to groundwater in the Basin, one of the largest groundwater basins in Southern California, providing water to millions of residents in San Bernardino, Riverside, and Los Angeles

¹ Referred to in the Judgment as Pomona Valley Municipal Water District.

Counties. Three years later, the parties stipulated to the Judgment, which created a water management plan for the Basin—the Optimum Basin Management Program—by, among other things, setting a safe yield (maximum extraction amount) for the Basin; establishing three stakeholder groups or “pools”—the Overlying Agricultural Pool (Ag Pool), Overlying Non-Agricultural Pool (Non-Ag Pool), and Appropriative Pool (Ap Pool)—each with its own safe yield, rights, and restrictions; and allowing the superior court to retain and exercise jurisdiction via the appointment of Watermaster, an arm of the court.

(*Dow v. Honey Lake Valley Resource Conservation Dist.* (2021) 63 Cal.App.5th 901, 911 [observing that Watermaster is ““considered an arm of the Court””].) As an arm of the court, Watermaster administers and enforces the Judgment and any subsequent instructions or orders of the superior court.

The Pools are responsible for costs of replenishment water and other aspects of the physical solution. Each Pool has a committee that administers its internal affairs, employs its own separate counsel, may seek judicial review of any Watermaster action or failure to act, and—along with an Advisory Committee—provides advice and assistance to Watermaster on the administration of the Judgment. Ontario is a member of the Ap Pool. Watermaster, a nine-member board, is comprised of representatives of parties to the Judgment, including representatives from each Pool. It “administer[s] and enforce[s] the provisions of this Judgment and any subsequent instructions or orders of the [c]ourt,” keeps records of water use and ownership, oversees and approves water transfers, monitors groundwater levels, determines the operating safe yield for each year,

and assesses the Pools for its expenses. However, the court retains “[f]ull jurisdiction, power and authority . . . as to all matters contained” in the Judgment.

B. The Basin’s Safe Yield

The Judgment identifies the Basin’s safe yield, namely, the amount of water that can be withdrawn annually without harming or depleting the Basin.² The safe yield defines the parties’ various rights to Basin groundwater. Parties are prohibited from producing groundwater except as provided in the Judgment, specifically “pursuant to the provisions of the Physical Solution or a storage water agreement.” Also, a party’s individual groundwater production establishes the party’s portion/assessment of Basin costs. The Judgment set the initial safe yield at 140,000 acre-feet (AF) per year; however, in 2017, the superior court reset it to 135,000 AF per year.

C. The Basin’s Groundwater Storage.

The Judgment acknowledges the Basin’s “substantial amount of available groundwater storage capacity” for “storage and conjunctive use of supplemental water

² “‘Safe yield’ means the long-term average annual quantity of groundwater (excluding Replenishment Water or Stored Water but including return flow to the Basin from use of Replenishment or Stored Water) which can be Produced [(pumped or extracted groundwater)] from the Basin under cultural conditions of a particular year without causing an undesirable result.” “The phrase ‘undesirable result’ is understood to refer to a gradual lowering of the groundwater levels resulting eventually in depletion of the supply.” (*City of Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 199, 278 [safe yield is “‘the maximum quantity of water which can be withdrawn annually from a groundwater supply under a given set of conditions without causing an undesirable result’”], disapproved on other grounds in *City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, 1247-1248.)

with Basin Waters.”³ Conjunctive use is the planned use of surface water and groundwater resources (either immediately using or storing) to provide a buffer against drought. Stored water is defined as “supplemental water held in storage, as a result of direct spreading, in lieu delivery, or otherwise, for subsequent withdrawal” and is not included in the Basin’s safe yield. Supplemental water includes “both water imported to Chino Basin from outside Chino Basin Watershed, and reclaimed water,” which in turn is defined as water “which, as a result of processing of waste water, is suitable for a controlled use.” The Judgment expressly enjoins the unauthorized storage and withdrawal of supplemental water other than pursuant to an agreement with Watermaster; it compels the adoption of uniformly applicable rules and a standard form of agreement for storage of supplemental water; however, storage agreements “shall by their terms preclude operations which will have a substantial adverse impact on other producers.”

D. The Optimum Basin Management Program.

At the superior court’s direction, Watermaster prepared the Basin’s management program—the Optimum Basin Management Program (OBMP)—to address groundwater quantity and quality issues and regulate withdrawals. The OBMP was divided into two phases: Phase I (the report) was adopted in 1999, and Phase II (implementation plan) was approved by the court in 2000. The OBMP was subject to intensive settlement negotiations that led to various parties to the Judgment executing the Peace Agreement in June 2000 to resolve their disputes regarding “a number of matters pertaining to the

³ It is estimated that the Basin has an unused storage capacity of about one million AF.

power and authority of the Court and Watermaster under the Judgment, . . .” It addresses implementation of the OBMP and allows Watermaster to administer transfers, recharge, and storage/recovery of water. The Peace Agreement, amended in 2004 and 2007, prohibits the approval of a water storage and recovery project “if it . . . will cause any Material Physical Injury to any party to the Judgment or the Basin.”

The OBMP’s implementation plan defines the Operational Storage Capacity of the Basin at approximately 5,300,000 AF of water and introduces the concept of Safe Storage (““an estimate of the maximum storage in the Basin that will *not* cause significant water quality and high groundwater related problems””) and Safe Storage Capacity (quantified at about 500,000 AF). Subsurface storage space in a groundwater basin is a public resource, which must be put to beneficial use under Article X, section 2 of the California Constitution. (*Central and West Basin Water Replenishment Dist. v. Southern Cal. Water Co.* (2003) 109 Cal.App.4th 891, 905.)

E. Annual Assessments.

Watermaster levies and collects assessments based on each party’s water production during the prior year, namely the annual quantity of groundwater⁴ pumped or extracted from the Basin. Thus, each year Watermaster staff prepare an assessment

⁴ The Judgment’s definition of groundwater does not distinguish between the “type” of groundwater or how that water made its way into the Basin. Groundwater is defined as water “beneath the surface of the ground and within the zone of saturation, i.e., below the existing water table.”

package detailing the accounting of each party's production and use of Basin water.⁵

Each party's assessment is determined by dividing the total of the fixed costs of operating the Basin by the total annual production of all parties; this calculation yields a dollar amount per acre feet of water. Under the Watermaster Rules and Regulations, uniform assessment of production is mandatory. Given fixed costs, a decrease in the total annual production results in an increase in the unit cost.

F. Groundwater Storage Program Funding Agreement and Dry Year Yield Program.

In 2000, Metropolitan received \$45 million in general obligation bonds for groundwater storage projects within its service area. IEUA and TVMWD are member agencies of Metropolitan. Metropolitan has had storage agreements with IEUA and Watermaster since 1979. In 2003, Metropolitan, IEUA, TVMWD, and Watermaster entered into a Groundwater Storage Program Funding Agreement (Funding Agreement), which was approved by the superior court. The Funding Agreement was subsequently amended to make adjustments to improve and clarify measurement of storage and extraction, to clarify how performance of calls will be evaluated, and to revise administrative milestones and make miscellaneous updates.

In 2004, Watermaster, IEUA, and TVMWD entered into the Storage and Recovery Program Storage Agreement (Storage and Recovery Agreement), which specified the

⁵ The term Basin water is defined as groundwater within the Basin that is part of the Safe Yield, Operating Safe Yield, or replenishment water in the Basin as a result of operations under the Physical Solution decreed in the Judgment. The "term does not include Stored Water."

permissible quantity of water that could be stored under the DYY Program.⁶ The 2004 court order approving this agreement emphasized that the DYY Program will “provide[] broad mutual benefits to the parties to the Judgment” but prohibited Watermaster from approving any annual operating plan that “will have a substantial adverse impact on other producers.” The order acknowledged the Judgment’s provision that “no use shall be made of the storage capacity of Chino Basin except pursuant to written agreement with Watermaster,” approved by “‘written order of the Court,’” and found the Storage and Recovery Agreement was “unlikely to have any adverse impacts on a party to the Judgment.”

The DYY Program authorized Metropolitan (1) to store up to 100,000 AF of imported water in the Basin,⁷ subject to higher amounts if approved in advance by Watermaster, and (2) to require (or “call”) participating agencies (including IEUA and TVMWD) to produce (pump) 33,000 AF of stored water rather than using the same amount of surface water. The details of how participating agencies would pump stored

⁶ The DYY Program “allows participating members (‘Operating Agencies’) of two wholesale agencies [IEUA] and [TVMWD] to withdraw [the] water” stored by Metropolitan. The Operating Agencies include Chino, Chino Hills, Ontario, Pomona, Upland, Cucamonga Valley Water District (CVWD), Jurupa Community Services District, and Monte Vista Water District, all of which are parties to the Judgment and retail water purveyors within the IEUA and the TVMWD service areas. These agencies, including IEUA and TVMWD, executed local agency agreements whereby they would use facilities owned or controlled by them to implement the DYY Program. The Fontana Water Company (FWC) negotiated with IEUA but did not opt-in as a participating agency.

⁷ This amount is within the presumptive safe harbor of the Safe Storage Capacity given the fact that Watermaster held approximately 226,797 of the 500,000 AF maximum.

water, including specific performance criteria regarding reductions in imported water deliveries, were provided for in Exhibit G attached to the Funding Agreement. Exhibit G was initially entitled “Chino Basin Conjunctive Use ‘Dry Year’ Storage Project Performance Criteria.” Because IEUA and TVMWD are not local water producers, Exhibit G’s performance criteria, which include both groundwater and imported water criteria, are placed on their member agencies to perform. The imported water criteria require a roll-off from imported water supplies and onto groundwater production from the DYY Program. Thus, a program agency claims DYY credit that is equal to its shift off of imported water and onto DYY Program groundwater.

The DYY Program is administered by a five-member Operating Committee, comprised of two representatives from Metropolitan and three representatives chosen by IEUA, TVMWD, and Watermaster. The Operating Committee is delegated with the authority to prepare the Annual Operating Plan which provides an estimated schedule and location for all storage and extraction under the DYY Program and in conformance with Exhibit G on a monthly basis for the upcoming fiscal year. According to the Storage and Recovery Agreement, the Annual Operating Plan must “provide sufficient information to allow the Operating Committee and Watermaster to assess [the program’s] potential impacts.”

The DYY Program “allow[s] for rational regional water supply planning by allowing for increased imports to the Chino Basin during wet years, and reduced imports during dry years.” In exchange for the right to store up to 25,000 AF per year in the Basin (provided the total amount does not exceed 100,000 AF maximum unless approved

by Watermaster), Metropolitan invested \$27.5 million in local infrastructure and makes annual payments (\$177,430 for FY 2021/22) to Watermaster for administration of the DYY Program. Otherwise, the costs associated with the DYY Program, including financing the maintenance and operation of its facilities and Watermaster staff administration time, are passed on to the participating entities. DYY Program costs are distinct from assessment fees charged for production of groundwater from the Basin.

The Funding Agreement and the Storage and Recovery Agreement were adopted through the required process as defined in the Judgment/Peace Agreement, after notice and consideration by the pool committees, the advisory committee, and Watermaster, and approval by superior court order. By its order, the court recognized that any local agency agreements necessary for the DYY Program must be implemented by Watermaster and approved by the court. Thus, IEUA, TVMWD, and their member agencies executed written local agency agreements (Local Agency Agreement) to govern performance obligations under the DYY Program. (See fn. 6.)

Subsequently, the Funding Agreement was amended several times to address administerial issues, such as completion timing of facilities and changes in sources of funds. The eighth amendment, dated January 28, 2015, materially changed the DYY Program by altering the participating entities' performance criteria via the adoption of a revised Exhibit G, now named "Chino Basin Conjunctive Use Program (CUP) 'Dry Year' Storage Project Performance Criteria," and increasing the baseline purchase from Metropolitan to the region to 40,000 AF of water. According to Exhibit G, performance is determined by using an operating party's groundwater baseline. The eighth

amendment was adopted after formal notice was provided, the proposal was vetted and approved by the pool committees, the advisory committee, and Watermaster, and a technical analysis confirmed the amendment would not cause material physical injury to the Basin.

G. 2019 Letter Agreement.

In 2017, Metropolitan had excess water from the State Water Project that it needed to store. After obtaining authorization, Metropolitan recharged around 41,380 AF of water into the DYY Program storage account from June 2017 to June 2018. This increase in stored water prompted the Operating Committee to explore the potential of allowing voluntary withdrawal of water, as opposed to mandatory withdrawal via a Metropolitan call. The proposed system of voluntary withdrawals “was deemed not to materially affect the rights of the [DYY Program] parties and local agencies.” Thus, in 2018, IEUA proposed revising the DYY Program, “to increase flexibility for the parties in the Chino Basin by allowing the region to choose when to buy-out the DYY account [(voluntary take)] without waiting for [a Metropolitan] ‘call year’ [(mandatory take)].”

Ontario raised questions regarding whether these voluntary withdrawals from the DYY Program storage account under the proposed system would be subject to Watermaster assessments as typical production from the Basin, or whether the proposed voluntary withdrawals would be exempt from Watermaster assessment as part of the storage and recovery program. Ontario opined that if the voluntary withdrawal system would materially affect the DYY Program, the proper implementation mechanism would be a formal amendment to the program documents. IEUA replied, “Based on

conversations with [Watermaster], the DYY water is a storage and recovery program, and is not subject to assessments.” Following subsequent discussions, Ontario stated, “Based on the information provided by IEUA, [Ontario is] currently neutral regarding the proposed letter agreement between IEUA and [Metropolitan]. As long as there are parameters that are undecided or unclear, Ontario cannot take a position of support because we cannot know the full effects of the proposed changes. Without these details, which would best be explained and memorialized in an amendment, we will take a wait-and-see approach regarding impacts, and we reserve the right to address any harm or detriment that may arise.”

At the Ap Pool’s meeting on September 13, 2018, Watermaster’s General Manager (Peter Kavounas) noted that “some proposed changes” to the DYY Program had been circulated, and he planned to sign it “on behalf of Watermaster” but “the changes don’t commit Watermaster to - - to anything. We actually don’t think a letter is even required. It’s just [Metropolitan] offering its water at better terms to the parties, which they’re entitled to do. So if there is a letter, we do plan to sign it.” He added, “It’s a good thing. Again, it doesn’t affect Watermaster, but we are signatories to the original DYY. So if they want us to sign a letter of acknowledgement, I will go ahead and do that.” At the Watermaster Board meeting on September 27, 2018, Mr. Kavounas informed the Board about Metropolitan’s proposed changes to the DYY Program, and he characterized them as “favorable to the parties.” He added, “We don’t believe they constitute a change to the agreement, so we don’t intend to bring an agreement

amendment to the board. There may be an acknowledgement letter. If there is, I wanted to let you know that I would be signing that acknowledgement letter.”

In February 2019, Mr. Kavounas executed the 2019 Letter Agreement between Watermaster, Metropolitan, IEUA, and TVMWD. According to this agreement, any water stored after June 1, 2017 “would be purchased from the account by IEUA and [TVMWD] when the parties pump over the groundwater baseline as defined in Exhibit G. . . . This pumping could be the result of a response to a call for pumping made by Metropolitan or it could be through normal operational decisions made by the individual parties in a given year. Except during a call, the increase in pumping would be voluntary and performance would be measured by the parties that elect to increase their pumping. Call provisions would remain unchanged. The parties will receive O&M, power and treatment credits and be billed for the water when the parties pump over the groundwater baseline as defined in Exhibit G.”

Initially, the DYY Program allowed Metropolitan to “call on Parties to take stored water in lieu of [Metropolitan] deliveries and receive an operational credit, or the Parties may do so voluntarily without receiving the operational credit.” Either way, the parties “pay [Metropolitan] for the water as if they were receiving ordinary [Metropolitan] deliveries.” However, the 2019 Letter Agreement allowed the parties “to voluntarily take water and receive an operational credit without a [Metropolitan] call” when they “pump over the groundwater baseline as defined in Exhibit G.”

H. Impacts of the 2019 Letter Agreement.

As previously noted, all water produced in the Basin was assessed consistent with the terms of the Judgement and Watermaster Rules and Regulations; each party's assessment was based on the amount of its individual production.⁸ However, following the 2019 Letter Agreement, Watermaster interpreted it to allow parties to produce (take) extra stored groundwater from the DYY Program storage account without realizing a corresponding change or reduction in the production of imported surface water. Thus, in calculating the FY 2021/22 assessment package, Watermaster exempted CVWD's voluntary production of 20,500 AF of water from the DYY account even though the agreed-to performance criteria authorized it to produce only 11,353 AF in any given year. Also, for the first time, FWC—a member of the Ap Pool, a customer of IEUA, and an

⁸ Watermaster filed a request for judicial notice with its respondent's brief. We reserved ruling for consideration with the merits of the appeal. Having now considered the request, we deny it. The request seeks judicial notice of Metropolitan Resolution 9265—which adopted updates to Metropolitan's wholesale water rates and charges, including its full service volumetric rates—on the grounds the Metropolitan's wholesale water rates relate to the cost of water voluntarily withdrawn from the DYY Program storage account. In response, Ontario contends the request should be denied because Watermaster never presented this document to the superior court, and it is irrelevant to the issues currently before this court. We agree with Ontario and deny the request for judicial notice. “Reviewing courts generally do not take judicial notice of evidence not presented to the trial court.” (*Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 444, fn. 3.) In exceptional circumstances, we may, but are not required to, take judicial notice of material that was not presented to the lower court in the first instance. (*Ibid.*; see *Brosterhous v. State Bar* (1995) 12 Cal.4th 315, 325.) Watermaster has not presented any exceptional circumstances. We therefore follow the general rule and decline to exercise our discretion to take judicial notice of this evidence. Also, the evidence is unnecessary to our resolution of this appeal. (*County of San Diego v. State of California* (2008) 164 Cal.App.4th 580, 613, fn. 29 [“materials in question are unnecessary to resolution of the appeal”].)

entity not governed by a Local Agency Agreement—voluntarily produced and claimed 2,500 AF of stored groundwater from the DYY account. Watermaster exempted this voluntary production from FWC’s FY 2021/22 assessment.

Similarly, Watermaster’s interpretation of the 2019 Letter Agreement affected calculation of the FY 2022/23 assessment package. For example, CVWD shifted off of imported water by 13,915 AF but claimed DYY production of 17,912 AF (4,000 AF more). FWC shifted off of imported water by 1,718 AF but claimed DYY production of 5,000 AF (3,282 AF more). The shift off of imported water is fundamental to the DYY conjunctive use program, and it is mandatory under the terms of the court orders approving the DYY Program, which adopt Exhibit G performance criteria.

I. Ontario’s Challenge.

In response to Watermaster’s proposed FY 2021/2022 Assessment Package, on November 1, 2021, Ontario requested an explanation for the exemption of 23,000 AF of groundwater produced from the DYY Program. Ontario claimed such exemption was inconsistent with the Judgment which required its assessment. On November 18, 2021, Watermaster Board directed its staff and legal counsel to evaluate Ontario’s concerns. Nonetheless, that same day, Watermaster Board approved the FY 2021/2022 Assessment Package; its staff noted that, if warranted, the assessment package could always be changed retroactively. Subsequently, discussions continued regarding Ontario’s concerns. Monte Vista Water District also expressed its concerns related to unrestricted voluntary takes and their impacts on assessments to Watermaster. Watermaster Board

directed staff to consult with the parties, prepare a summary of the issue, and make any pertinent recommendations.

In preparing its January 27, 2022, report, Watermaster staff noted Ontario asked that Watermaster cease any further implementation of the 2019 Letter Agreement and amend the assessment packages as applicable, and Monte Vista Water District recommended the provisions of the 2019 Letter Agreement be set aside and “clear and consistent criteria [be established] for how DYY [Program] production should be assessed by Watermaster.” The staff opined that Ontario’s concerns “appear to be predominantly: (i) the precedent of how aspects of the [DYY] Program’s administration are adjusted and (ii) the specific financial consequences resulting from [Metropolitan’s], IEUA’s, TVMWD’s and Watermaster’s willingness to extend the recovery of imported water stored in the Basin from dry years to all years for the remainder of the Program.”

When the Watermaster Board discussed Ontario’s concerns on January 27, 2022, it concluded the following: (1) Watermaster cannot set aside the 2019 Letter Agreement because the Operating Committee implements operation of the DYY Program according to the contract provisions, including the 2019 Letter Agreement; (2) Ontario’s complaint concerns the effects of the 2019 Letter Agreement; (3) Monte Vista Water District now concludes the 2019 Letter Agreement was not the appropriate vehicle even though Monte Vista Water District was an integral part in its development; (4) the parties may agree to a different forward implementation of the DYY Program under existing terms and conditions including the 2019 Letter Agreement, and instruct Watermaster accordingly; and (5) the four signatories to the DYY Program (Metropolitan, IEUA, TVMWD, and

Watermaster) may formally modify it, and Watermaster may propose such modification to the Operating Committee. Watermaster staff recommended the parties “could reach agreement on forward implementation of the DYY Program under existing terms and conditions; or, [¶] [they] could recommend, upon reaching consensus, one or more DYY modifications to IEUA, its Member Agencies, and Watermaster to consider and propose to the Operating Committee, leading to a DYY contract modification.”

When no resolution was reached by February 17, 2022, Ontario filed an application in the superior court for an order to extend the time under paragraph 31(c) of the Judgment, from 90 days to 180 days, to challenge Watermaster’s November 18, 2021, decision approving the FY 2021/2022 Assessment Package, or if such request is denied, to consider this application to be the challenge. Watermaster, IEUA, FWC, and CVWD opposed Ontario’s application. On November 3, 2022, the court concluded Ontario’s challenge to the FY 2021/2022 Assessment Package was really a challenge to the validity of the 2019 Letter Agreement and denied it as untimely. Ontario appealed.

When Watermaster approved the FY 2022/2023 Assessment Package on November 17, 2022, Ontario again filed a motion in the superior court challenging the failure to levy assessments on water voluntarily produced from the DYY Program. Watermaster, IEUA, FWC and CVWD opposed the motion. On August 21, 2023, the court denied the motion on the grounds Ontario’s position regarding the validity of the 2019 Letter Agreement was previously rejected, the Judgment does not require assessment of stored or supplemental water, and Ontario misconstrues the language in the 2019 Letter Agreement because Exhibit G’s performance criteria do not apply to

voluntary withdrawals. Ontario appealed. We consolidated the two appeals for purposes of briefing, oral argument, and decision.

II. DISCUSSION

Ontario challenges the superior court's rulings that Watermaster was not required to levy assessments on groundwater produced as part of the DYY Program. It contends (1) Watermaster's failure to assess water produced from the DYY Program storage account is inconsistent with the Judgment and subsequent court orders; (2) Watermaster violated the Judgment by allowing a nonparty (FWC), without a written storage agreement, to withdraw stored groundwater through the DYY Program; (3) the 2019 Letter Agreement made unauthorized changes to the DYY Program without providing notice or following the required approval process; (4) Ontario's challenge is timely; (5) the superior court erred in holding that all stored and supplemental water in the Basin is categorically exempt from assessment; and (6) Watermaster erred in failing to apply the Exhibit G performance criteria when interpreting the 2019 Letter Agreement.

As we explain, we conclude Ontario's challenge is timely and the 2019 Letter Agreement was incorrectly interpreted at best, or imprudently executed at worst.

A. Timeliness of Ontario's Challenge.

We begin by considering the issue of timeliness. According to the superior court's ruling, Ontario's challenge to Watermaster's approval of the FY 2021/2022 and 2022/2023 Assessment Packages are thinly veiled challenges to Watermaster's execution of the 2019 Letter Agreement and, as such, they are untimely because the 2019 Letter Agreement was provided to all parties on or around March 20, 2019. The court explained

that “under Paragraph 31(c) of the Judgment, *Ontario had 90 days to serve and file notice of any motion or application seeking review of Watermaster’s action in executing the 2019 Letter Agreement.*” Thus, according to the court, Ontario had until June 18, 2019, to challenge Watermaster’s execution of the 2019 Letter Agreement.

On appeal, Ontario contends it is not challenging the 2019 Letter Agreement. Rather, it is challenging Watermaster’s interpretation of the letter which (1) “made fundamental changes to the DYY Program, including by allowing parties to flout the DYY Storage Agreement by ‘voluntarily’ producing far more stored groundwater from the DYY account than the Exhibit G performance criteria allowed,” and by exempting such production from assessment; and (2) harmed Ontario when applied to both the FY 2021/2022 and 2022/2023 Assessment Packages. Thus, Ontario argues that its challenges are timely. (*Travis v. County of Santa Cruz* (2004) 33 Cal.4th 757, 769 (*Travis*).) Moreover, Ontario asserts the 90-day period in which a party must file a notice or application seeking review of an action like the 2019 Letter Agreement never accrued because Watermaster failed to provide formal notice of its approval of the letter pursuant to paragraph 31 of the Judgment. Alternatively, Ontario argues that its challenges are “akin to a challenge to an unlawful tax” because the 2019 Letter Agreement imposes a continuing or recurring obligation. (*Howard Jarvis Taxpayers Assn. v. City of La Habra* (2001) 25 Cal.4th 809, 812.) Respondents Watermaster, IEUA, and CVWD refute each of these contentions and argue the challenges are barred by laches. We conclude Ontario’s challenges to both FY 2021/2022 and 2022/2023 Assessment Packages, filed within 90 days of Watermaster’s action approving them, are timely.

Citing *Travis*, Ontario argues it was Watermaster’s application of the 2019 Letter Agreement in the FY 2021/2022 and 2022/2023 Assessment Packages, including the new benefit given to FWC, that harmed Ontario and is the basis for its challenge. We agree. At issue in *Travis* was a statute whose 90-day limitations period was triggered differently depending on whether the challenge was to enactment of an ordinance or to imposition of conditions under the ordinance. (*Travis, supra*, 33 Cal.4th at p. 768; see *County of Sonoma v. Superior Court* (2010) 190 Cal.App.4th 1312, 1324.) *Travis* involved two property owners’ challenge to a county ordinance they alleged violated state law, was preempted by state and federal law, and unconstitutionally took their property without compensation by imposing occupancy and rent restrictions as permit conditions. (*Travis*, at pp. 762, 764.) Both the trial and appellate court found plaintiffs’ claims were time-barred; however, the California Supreme Court disagreed. (*Id.* at pp. 765-766.) The high court explained that since one of the property owners had complained of injury both from imposition of the permit conditions and the ordinance’s enactment, the action was in part timely under Government Code section 65009, subdivision (c)(1)(E), which governs actions to ““determine the . . . validity”” of permit conditions and to ““void, or annul”” those decisions. (*Travis*, at pp. 766-767.) According to the court, “[t]his is not a case in which the plaintiff complains of injury *solely* from a law’s enactment. . . . [Rather,] *Travis* complains of injury arising from, and seeks relief from . . . the County’s imposition on his second unit permit of conditions required by the [o]rdinance. Having brought his action in a timely way after application of the [o]rdinance to him, *Travis* may

raise in that action a facial attack on the [o]rdinance’s validity. [Citation.]” (*Id.* at pp. 768-769.)

Here, the 2019 Letter Agreement was approved in 2019; however, its effects were unclear until Watermaster interpreted it as (1) authorizing a credit for voluntary DYY Program water takes (regardless of Exhibit G’s performance criteria) in calculating assessments, and (2) allowing nonparties to the Funding Agreement to participate. Following the adoption of the FY 2021/2022 and FY 2022/2023 Assessment Packages, Ontario became aware of how Watermaster would interpret and apply the 2019 Letter Agreement and challenged this interpretation and application via challenging the Assessment Packages. Ontario is not claiming injury solely from the approval of the 2019 Letter Agreement. Rather, it complains of injury arising from, and seeks relief from, Watermaster’s exemption of certain groundwater produced from the DYY storage account in administering assessments inconsistent with the governing Judgment, prior agreements, and court orders. The exemption of such production is not based on the Judgment or other agreements governing Basin operations and the DYY Program, but upon Watermaster’s interpretation of the 2019 Letter Agreement. Having timely challenged Watermaster’s approval of the FY 2021/2022 and 2022/2023 Assessment Packages (which reflect Watermaster’s imposition of the 2019 Letter Agreement), Ontario may raise an attack on the 2019 Letter Agreement as interpreted and applied.

Nonetheless, Watermaster faults Ontario for not raising this challenge to the FY 2020/2021 Assessment Package which shows a “purported ‘waiver’ of assessments for voluntary takes when voluntary takes occurring during production year 2019/2020

were not assessed in the 2020/2021 Assessment Package, approved by the Watermaster Board on November 19, 2020.” In response, Ontario asserts that, under *Howard Jarvis Taxpayers Assn. v. City of La Habra, supra*, 25 Cal.4th at pages 818-825, “a new limitation period begins anew with each unlawful assessment package collected by Watermaster, as does a challenge to the 2019 Letter Agreement. . . . Thus, Ontario had no need to act sooner and any delay in challenging the 2019 Letter Agreement was not ‘unreasonable and inexcus[]able.’” Again, we agree.

“[I]n *Howard Jarvis Taxpayers Assn. v. City of La Habra, supra*, 25 Cal.4th 809, the plaintiffs belatedly challenged the validity of a municipal tax. Though the limitations period had run on any direct challenge to the validity of the ordinance imposing the tax, [the California Supreme Court] concluded suit was still permissible because the continuing monthly collection of the tax represented an alleged ongoing breach of state law. [Citations.]” (*Aryeh v. Canon Business Solutions, Inc.* (2013) 55 Cal.4th 1185, 1199.) Here, Ontario has raised the issue of whether the continuing exemption of voluntary production of DYY Program water from Watermaster’s annual assessment (according to Watermaster’s interpretation and application of the 2019 Letter Agreement) represents an ongoing breach of the Judgment and other agreements governing Basin operations. As Ontario observes, whether it “should have known . . . about Watermaster’s failure to assess stored water as part of the [FY] 2020/2021 Assessment Package is irrelevant.”

B. The Exemption of Voluntary Production of DYY Program Water from Watermaster's Annual Assessment.

According to Ontario, this case boils down to whether Watermaster should be bound by the terms of the Judgment and several court orders or by its staff's unilateral decisions that have million-dollar consequences for certain parties to the Judgment. Ontario argues "Watermaster's decision to exempt from assessment stored groundwater produced from the DYY account cannot be squared with the express language of the Judgment and other agreements governing Basin operations, nor with Watermaster's own practice of assessing all water produced before 2019[because t]he effect of [this] decision has been to allow some players in the Basin—notably CVWD and FWC—to circumvent their financial responsibilities while requiring Ontario and others to make up the difference." Respondents disagree, claiming Ontario incorrectly conflates the production of supplemental water in storage with the production of native groundwater, and DYY Program withdrawals have historically been exempt from assessments. IEUA further asserts that FWC was not obligated to have a local agency agreement to voluntarily take water, and the 2019 Letter Agreement suspended the Exhibit G performance criteria on voluntary withdrawals apart from utilizing the same baseline measure for production.

1. Standard of Review.

Since the primary issue before this court involves the 2019 Letter Agreement, and other agreements governing Basin operations, we exercise our independent judgment and

apply de novo review. (*Dow v. Honey Lake Valley Resource Conservation Dist.* (2021) 63 Cal.App.5th 901, 911.)

2. Analysis.

Although the parties have raised issues regarding (1) whether water from the DYY Program is withdrawn (not produced), (2) whether stored and supplemental water are simply two types of ground water, and (3) whether all stored and supplemental water in the Basin is categorically exempt from assessment, we need not resolve these issues today because we conclude that Watermaster erred in its interpretation and application of the 2019 Letter Agreement. As to the other issues raised, we leave them in the hands of the parties, who are much better suited than the superior and appellate courts to decide. While our reversal of the superior court's orders includes a reversal of the lower court's determination of these issues, we express no opinion on them, preferring to allow the parties to resolve them prior to judicial intervention, as they have done in the past. Thus, our focus is on the interpretation and application of the 2019 Letter Agreement.

As previously noted, the DYY Program is a conjunctive use program specifically designed to maximize the flexibility and reliability of water supplies, including the replacement of imported water with stored groundwater during dry years. The program is governed by three sets of agreements (two of which were approved by the superior court): (1) the Funding Agreement, (2) the Storage and Recovery Agreement, and (3) the Local Agency Agreements. Watermaster oversees the program by virtue of the Storage and Recovery Agreement and its seat on the Operating Committee. As the superior court's 2004 order emphasized, the DYY Program was designed to "provide broad

mutual benefits to the parties to the Judgment,” and the Judgement prohibits Watermaster from approving any Annual Operating Plan that “will have a substantial adverse impact on producers.”

At its inception, the DYY Program authorized Metropolitan (1) to place up to 25,000 AF of water per year⁹ into storage in wet years, and (2) in dry years, to require parties with local agency agreements (Chino, Chino Hills, Ontario, Pomona, Upland, CVWD, Jurupa Community Services District, and Monte Vista Water District) to produce 33,000 AF of groundwater from the storage account (pursuant to Performance Criteria) while simultaneously requiring these parties to forgo using an equivalent amount of imported water. The Performance Criteria (Exhibit G attached to the Funding Agreement and revised in 2015) effectuates the goal of the DYY Program, which is to provide a balance between the reduction of imported surface water deliveries and the corresponding increase in the production of stored groundwater.

Moreover, the foundation of the DYY Program is the Local Agency Agreements which define each agency’s facilities and annual recovery capacity, including performance targets (reducing their use of imported water deliveries and extracting an equivalent amount of DYY Program water) “to which that local agency has committed itself in exchange for its share of the benefits available under the [2003] Funding Agreement.” As the superior court stated in 2003, “[I]t is clear that until Watermaster and this Court approve the Local Agency Agreements and Storage and Recovery

⁹ Unless Watermaster approves a greater rate (100,000 AF max).

Application, or some equivalent approval process is completed, the storage and recovery program cannot be undertaken.” The court’s order approving the Funding Agreement indicates that “the specific location and operation of the facilities necessary to accomplish this commitment must . . . be analyzed by Watermaster,” and approval “will take the form of Watermaster approval of the Local Agency Agreements.”

For nearly two decades, the DYY Program accomplished its goals without any issues. However, in June 2017, Metropolitan began storing excess water (41,380 AF in one year) in the DYY Program storage account. This excess stored water prompted the Operating Committee (five members consisting of two representatives from Metropolitan and three representatives chosen by IEUA, TVMWD, and Watermaster¹⁰) to propose voluntary withdrawals, as opposed to Metropolitan calls. This proposed system of voluntary withdrawals “was deemed not to materially affect the rights of the [DYY Program] parties and local agencies.” Thus IEUA suggested revising the DYY Program, “to increase flexibility for the parties in the Chino Basin by allowing the region to choose when to buy-out the DYY account [(voluntary take)] without waiting for [a Metropolitan] ‘call year’ [(mandatory take)].” The revision came in the form of the 2019 Letter Agreement.

Watermaster does not dispute that the 2019 Letter Agreement operationally changed the DYY Program to broaden participation and increase the potential for the

¹⁰ Metropolitan has two appointees and two of its member agencies on the five-member Operating Committee, giving it considerable influence; yet it is not a party to this litigation.

storage and recovery of imported water. Mr. Kavounas, Watermaster’s General Manager, characterized this change as “favorable to the parties,” and claimed that it will not “affect Watermaster.” However, that was not the case. As a result of the 2019 Letter Agreement, two agencies (CVWD and FWC—a party not subject to the Performance Criteria in Exhibit G) voluntarily withdrew water from the DYY Program storage account during FY 2020/2021 and 2021/2022. Subsequently, when calculating annual assessments, Watermaster ignored the absence of a Local Agency Agreement (FWC) and the performance criteria set forth in Exhibit G (CVWD) and exempted these takes. These exemptions decreased CVWD’s and FWC’s assessments, while increasing the assessments of other parties, such as Ontario. Nonetheless, Watermaster maintains that this change in the allocation of assessments among the parties is not relevant because it has no effect on the health of the Basin.

In challenging Watermaster’s approval of the FY 2021/2022 and 2022/2023 Assessment Packages, Ontario contends Watermaster’s interpretation and application of the 2019 Letter Agreement violated the Judgment and the agreements that created the DYY Program. We agree.

It bears repeating that the DYY Program’s goal is to provide greater water supply reliability by storing water in advance of dry periods and pumping the stored water in lieu of receiving imported water during droughts. To that end, the program’s agreements involved eight entities with water storage facilities: Chino, Chino Hills, Ontario, Pomona, Upland, CVWD, Jurupa Community Services District, and Monte Vista Water

District (collectively referred to as Operating Parties).¹¹ Specific performance criteria set forth in Exhibit G dictated the amount of water Metropolitan could require these Operating Parties to produce in lieu of imported water. In 2015, an Amendment No. 8 to the Funding Agreement materially changed the program by altering the Operating Parties' performance criteria. This amendment was adopted after formal notice was afforded to the parties, and the proposed change was vetted (via a technical analysis) and approved by the pool committees, the advisory committee, and Watermaster.

When the idea of revising the DYY Program to include voluntary takes was introduced, IEUA initiated discussion with the Operating Parties. Recognizing the proposed change was a material departure from the program's initial goal, Ontario took a neutral position and refused to support the change “[a]s long as there are parameters that are undecided or unclear . . . because we cannot know the full effects of the proposed changes.” Recommending the change be “explained and memorialized in an amendment,” Ontario reserved “the right to address any harm or detriment that may arise” based on possible “impacts.”

¹¹ The Funding Agreement states that “[t]he proposed groundwater storage Program consists of the facilities described in Exhibit H (the ‘**Facilities**’). The agencies within the service areas of IEUA and TVMWD responsible for operating the respective Facilities (‘**Operating Parties**’) are . . . listed in Exhibit H. IEUA and TVMWD will enter into agreements with **Operating Parties** within their respective service areas that will require such **Operating Parties** to operate and maintain the Facilities.” The Operating Parties listed in Exhibit H include Pomona, Monte Vista Water District Chino, Upland, Chino Hills, CVWD, Ontario, FWC, and Jurupa Community Services District; however, FWC never opted in as an Operating Party.

Despite Ontario’s concerns and recommendations, Metropolitan prepared the 2019 Letter Agreement wherein it acknowledged the storage of 39,000 AF of water, and expressed appreciation for the “effort that *the parties* have shown to maximize storage during [FY 2017/2018].” According to the letter, “*the parties*” agreed that water stored after June 1, 2017, “would be purchased from the account by IEUA and [TVMWD] when *the parties pump over the groundwater baseline as defined in Exhibit G.*” Exhibit G was included with the letter. Metropolitan further stated that this pumping “could be the result of a response to a call” by Metropolitan or “through normal operational decisions made by the individual *parties* in a given year. Except during a call; the increase in pumping would be voluntary and performance would be measured by the *parties* that elect to increase their pumping. Call provisions would remain unchanged. The *parties* will receive O&M, power, and treatment credits and be billed for the water when the parties pump over the groundwater baseline as defined in Exhibit G.”

As Ontario points out, the effect of the 2019 Letter Agreement (as interpreted and applied by Watermaster) was to “defy the rules set forth in the documents that establish and govern the operation of the DYY Program, including the 2003 Funding Agreement, the 2003 court order adopting it, and the DYY Storage Agreement and its associated court order” by allowing FWC (a nonparty) to voluntarily produce water from the program storage account without a Local Agency Agreement, by letting CVWD to voluntarily produce double its allocated shares of stored water regardless of its performance criteria, and by permitting these voluntary extractions without any corresponding reductions in imported water. We agree.

To begin with, in the order approving the Storage and Recovery Agreement for the DYY Program, the superior court recognized that “[t]he Judgment enjoins storage or withdrawal of stored water ‘except pursuant to the terms of a written agreement with Watermaster . . . [that] is [in] accordance with Watermaster regulations.’ . . . The Court must first approve, by written order, the Watermaster’s execution of ‘Ground Water Storage Agreements.’” FWC does not have such agreement. Nonetheless, respondents contend that FWC was not obligated to have a Local Agency Agreement for voluntary withdrawal because additional facilities and performance standards were not involved, and there is nothing in the Funding Agreement or Local Agency Agreements that restrict the withdrawal of DYY Program water to parties with Local Agency Agreements. Watermaster further asserts there is no violation of the Judgment because the Storage and Recovery Agreement for the DYY Program satisfies paragraph 28 of the Judgement, and FWC is not the storing party; rather, Metropolitan owns the water in the DYY Program storage account, and IEUA acts as the manager of the account. According to Watermaster, (1) the Local Agency Agreements were required to enforce the “performance targets to which [each Operating Party] has committed itself in exchange for its share of the [capital] benefits available under the [2003] Funding Agreement;” and (2) since FWC received no capital benefits from Metropolitan, it had no performance obligations (as set forth in Exhibit G), and nothing in the DYY Program agreements suggests that a Local Agency Agreement is required for a voluntary withdrawal because the language is limited to Exhibit G’s application to Metropolitan calls only. We are not persuaded by respondents’ argument.

None of the three sets of DYY Program agreements considered a situation where the Operating Parties, or nonparties to the program, would be allowed to produce water from the program's storage account absent a court-approved written agreement with Watermaster. To hold otherwise ignores the Judgment, the DYY Program agreements, the conduct of all entities involved in the DYY Program, and the superior court's order approving the program. By using the absence of voluntary withdrawal language to justify their position, respondents seek to have their cake and eat it too. This is not permitted. "In the interpretation of contracts, the paramount consideration is the intention of the contracting parties ' . . . as it existed at the time of contracting, so far as the same is ascertainable and lawful.' [Citations.] . . . [¶] The words used in a contract must be given their ordinary meaning, unless there is evidence that the parties intended to use them in a unique sense or to give the words some different meaning. [Citations.] If a contract is reasonably susceptible to more than one interpretation or if it contains latent or patent ambiguities, the court may use extrinsic evidence to clarify the uncertainties; extrinsic evidence is relevant and material to prove a meaning to which the language of an instrument is reasonably susceptible. [Citations.] [¶] In construing a contract, it is not a court's prerogative to alter it, to rewrite its clear terms, or to make a new contract for the parties. [Citations.] Courts will not add a term to a contract about which the agreement is silent. [Citations.]" (*Moss Dev. Co. v. Geary* (1974) 41 Cal.App.3d 1, 9.)

As IEUA acknowledges, DYY Program water is stored pursuant to the Storage and Recovery Agreement between Watermaster, IEUA, and TVMWD. Withdrawals are governed by the Funding Agreement, which sets the terms and conditions under which

water can be stored within the Basin and later called for production by Metropolitan. The Funding Agreement identifies the agencies within IEUA's and TVMWD's service areas as Operating Parties, lists the Operating Parties in Exhibit H (Pomona, Monte Vista Water District, Chino, Upland, Chino Hills, CVWD, Ontario, and Jurupa Community Services District¹²), establishes the performance criteria for each Operating Party, and states that IEUA and TVMWD will enter into separate agreements with every one of them. Additionally, the Local Agency Agreements specify the amount of grant funds which would be passed through from IEUA to the Operating Parties for the purpose of constructing infrastructure to produce DYY Program water. If FWC was not obligated to have a Local Agency Agreement because it was not a storing party, i.e., it received no capital benefits from Metropolitan and had no performance obligations (as set forth in Exhibit G), then why does the Funding Agreement reference and identify Operating Parties? Why does the Storage and Recovery Agreement state that "no person shall store water in, and recover water from the Chino Groundwater Basin through the Storage and Recovery Program, without a Storage and Recovery agreement with Watermaster?" Why are the Operating Parties required to enter into Local Agency Agreements? Why does the 2019 Letter Agreement include Metropolitan's appreciation for the "effort that *the parties* have shown to maximize storage during [FY 2017/2018]?" Who are the parties Metropolitan was referring to if not the Operating Parties identified in Exhibit H to the Funding Agreement? Contrary to respondents' claims, the agreements (including the

¹² Again, FWC never opted in as an Operating Party.

2019 Letter Agreement) that govern the DYY Program do not apply to entities that do not have a Local Agency Agreement.

Moreover, as Ontario points out, Local Agency Agreements “are storage *and* recovery agreements that detail the means by which DYY [Program] water is recovered, including the [Operating Party’s] specific responsibilities relating to the pumping of stored water.” Thus, water can no more be recovered (produced/withdrawn) without a Local Agency Agreement than it can be stored without such agreements. Nor can the Exhibit G performance criteria be suspended (for any production, voluntary or not) without compromising the integrity of the DYY Program. In other words, to allow the voluntary withdrawal of stored water, and in amounts greater than that permitted under the Exhibit G performance criteria, would create an imbalance between the use of imported surface water and stored water which the program had established. Yet, that is what was done by allowing CVWD to voluntarily produce double its allocated shares of stored water regardless of its performance criteria and without a corresponding reduction in imported water.

IEUA dismisses the voluntary productions as merely “operational changes” to the DYY Program, contending the 2019 Letter Agreement was “within the operational flexibility afforded the Operating Committee in the [2003] Funding Agreement to adapt to changed circumstances.” Not so. Operational changes are allowed, but only if they do

not materially affect the rights of the DYY Program parties and local agencies.¹³ Such was not the case here since an Operating Party (CVWD) has voluntarily produced double its allocated shares of stored water from the DYY Program storage account, a nonparty has voluntarily produced stored water from the DYY Program storage account, Watermaster has exempted these voluntary productions from assessment, and Ontario's rights were materially affected when its assessments for both FY 2021/2022 and 2022/2023 increased due to the exemption of voluntary production of water from the DYY Program storage account. In other words, Ontario suffered a financial injury as a result of the 2019 Letter Agreement.

Watermaster takes issue with our conclusion that Ontario's financial injury constitutes a significant adverse impact. It argues that this term is found in the Judgment only and originated in 1970 with the enactment of the California Environmental Quality Act. Subsequently, during the negotiation of the Peace Agreement, the term material physical injury was added and defined as any "material injury that is attributable to the Recharge, Transfer, storage and recovery, management, movement or Production of water, or implementation of the OBMP, including, but not limited to, degradation of water quality, liquefaction, land subsidence, increases in pump lift (lower water levels) and adverse impacts associated with rising groundwater." It specifically exempted any

¹³ Section 5.2(c)(iv)(b) of the Peace Agreement states that Watermaster is to give first priority to storage and recovery programs that provide broad mutual benefits to the parties to the Judgment.

“economic injury.” Thus, Watermaster argues Ontario’s financial injuries, which are solely economic injuries, are not redressable. We disagree.

Use of the term substantial adverse impact is not limited to the Judgment. It was used in the superior court’s 2003 order approving the Funding Agreement, Watermaster’s motion for approval of the Storage and Recovery Agreement, the Storage and Recovery Agreement, the 2004 order approving the Storage and Recovery Agreement, and the court’s May 12, 2023, tentative ruling. In 2003, when the Funding Agreement was approved, the court acknowledged the Judgment’s requirement that “groundwater storage agreements are to contain terms that will preclude operations having a *substantial adverse impact* on other producers.”

When Watermaster moved for approval of the Storage and Recovery Agreement, it also acknowledged the Judgment’s requirement that “all storage agreements shall by their terms preclude operations which will have a *substantial adverse impact* on other Producers.” Watermaster noted that “[t]his requirement is similar to the requirement contained in the Peace Agreement and Watermaster’s Rules and Regulations that Watermaster ensure that no Material Physical Injury is caused to any party or the Basin. Thus, through Part III of the Agreement,^[14] Watermaster references the broad requirement that the *storage of water under the Agreement must not cause either*

¹⁴ Section III. of the Storage and Recovery Agreement, entitled “No Material Physical Injury” states: “The Storage and Recovery of Supplemental Water stored under this Agreement will not cause *Material Physical Injury or a substantial adverse impact* to any party to the 1978 Judgment or to the Basin itself.”

“Or” is “used as a function word to indicate an alternative.”
(<https://www.merriam-webster.com/dictionary/or>, as of April 17, 2025.)

Material Physical Injury or a substantial adverse impact to any party or to the Basin.” If substantial adverse impact is similar to material physical injury, then why use both terms? Why was the term material physical injury defined, but substantial adverse impact was not?

The 2004 order approving the Storage and Recovery Agreement acknowledges the Judgment’s provision in paragraph 28 that “agreements for storage . . . must include terms that will ‘preclude operations which will have a *substantial adverse impact* on other producers.’” It further provides, “The DYY Storage Agreement calls for the development of Annual Operating Plans, which will provide estimated schedules and locations for the delivery of all water into and out of storage, on a monthly basis, for the upcoming fiscal year. The Annual Operating Plan is to be submitted to Watermaster for approval and is to have sufficient detail to allow Watermaster to assess the potential for any adverse impacts on producers. *Pursuant to Judgment paragraph 28, Watermaster may not approve an Annual Operating Plan that will have a substantial adverse impact on producers.*” And the superior court’s tentative ruling for May 12, 2023, reiterated its prior orders’ (2003 and 2004) acknowledgment that “*groundwater storage agreements are to contain terms that will preclude operations having a substantial adverse impact on other producers.*”

Given the use of the conjunctive “or” when referencing both substantial adverse impact and material physical injury, we conclude the two terms do not share the same meaning.

Also, the “changed circumstance” that necessitated a modification to the DYY Program was Metropolitan’s receipt of excess water (above the amount determined to meet the needs of the program) that needed to be stored. To the extent this excess stored water surpassed the limitations initially imposed by the DYY Program agreements, the Operating Committee¹⁵ should have proposed an amendment to the Funding Agreement, similar to Amendment No. 8 in 2015. This is especially true given the Operating Committee’s decision to expand the DYY Program beyond its originally intended purpose by allowing voluntary takes never contemplated by the program’s initial agreements.

3. Summary.

To summarize, the DYY Program was created to provide a buffer against drought, allowing Metropolitan to offset water it would otherwise import into the Basin with water stored in the DYY Program storage account. However, in 2018, Metropolitan requested, and was allowed, to put excess water into the DYY Program storage account. It then persuaded the Operating Committee (of which it possessed two votes) to propose the 2019 Letter Agreement. This agreement fundamentally changed the recovery aspect of the DYY Program by allowing voluntary production of water from the storage account regardless of party status or performance criteria. The impact of these voluntary takes materially affected the rights of the Operating Parties and other local agencies when

¹⁵ If not the Operating Committee, then Watermaster should have proposed an amendment. The Storage and Recovery Agreement provides that any storage and recovery of supplemental water “shall occur only under Watermaster’s control and regulation *in accordance with the Judgment and the Peace Agreement.*”

Watermaster interpreted and applied the 2019 Letter Agreement inconsistently with the original DYY Program agreements, the Judgment, and prior court orders when it calculated/approved the FY 2021/2022 and 2022/2023 Assessment Packages.

Accordingly, we reverse the orders of the superior court and direct Watermaster to correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages consistent with the original DYY Program agreements, the Judgment, and prior court orders.

III. DISPOSITION

The November 3, 2022, and August 23, 2023, orders are reversed. The superior court is directed to enter new orders granting Ontario's challenges, and directing Watermaster to correct and amend its FY 2021/2022 and 2022/2023 Assessment Packages. The issues of (1) whether water from the DYY Program is withdrawn (not produced), (2) whether stored and supplemental water are simply two types of ground water, (3) whether all stored and supplemental water in the Basin is categorically exempt from assessment, and (4) the future viability and application of the 2019 Letter Agreement should be resolved by the parties prior to judicial intervention. Ontario shall recover its costs on appeal.

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

McKINSTERY

Acting P. J.

We concur:

MILLER
J.

CODRINGTON
J.

EXHIBIT B

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12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF SAN BERNARDINO

15 CHINO BASIN MUNICIPAL WATER
16 DISTRICT,

17 Plaintiff,

No. RCV 51010¹

18 v.

19 CITY OF CHINO, et al.

20 Defendants

21 RESTATED JUDGMENT

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23
24
25
26
27 ¹ Original Judgment signed January 27, 1978, Case # 164327 by Judge Howard B. Weiner. File transferred August 1989, by order
28 of the Court and assigned new case number RCV 51010.

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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
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15 CHINO BASIN MUNICIPAL WATER
16 DISTRICT,

17 Plaintiff,

No. RCV 51010²

18 v.

19 CITY OF CHINO, et al.

20 Defendants

JUDGMENT

21 I. INTRODUCTION

22 1. Pleadings, Parties and Jurisdiction. The complaint herein was filed on January 2, 1975,
23 seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. A first
24 amended complaint was filed on July 16, 1976. The defaults of certain defendants have been entered,
25 and certain other defendants dismissed. Other than defendants who have been dismissed or whose
26 defaults have been entered, all defendants have appeared herein. By answers and order of this Court,

27 _____
28 ² Original Judgment signed January 27, 1978, Case # 164327 by Judge Howard B. Weiner. File transferred August 1989, by order
of the Court and assigned new case number RCV 51010.

1 the issues have been made those of a full inter se adjudication between the parties. This Court has
2 jurisdiction of the subject matter of this action and of the parties herein.

3 2. Stipulation For Judgment. Stipulation for entry of judgment has been filed by and on
4 behalf of a majority of the parties, representing a majority of the quantitative rights herein adjudicated.

5 3. Trial; Findings and Conclusions. Trial was commenced on December 16, 1977, as to the
6 non-stipulating parties, and findings of fact and conclusions of law have been entered disposing of the
7 issues in the case.

8 4. Definitions. As used in this Judgment, the following terms shall have the meanings
9 herein set forth:

10 (a) Active Parties. All parties other than those who have filed with Watermaster a
11 written waiver of service of notices, pursuant to Paragraph 58.

13 (b) Annual or Year — A fiscal year, July 1 through June 30, following, unless the
14 context shall clearly indicate a contrary meaning.

15 (c) Appropriative Right — The annual production right of a producer from the Chino
16 Basin other than pursuant to an overlying right.

17 (d) Basin Water — Ground water within Chino Basin which is part of the Safe Yield,
18 Operating Safe Yield, or replenishment water in the Basin as a result of operations under the
19 Physical Solution decreed herein. Said term does not include Stored Water.

20 (e) CBMWD — Plaintiff Chino Basin Municipal Water District.

21 (f) Chino Basin or Basin — The ground water basin underlying the area shown as
22 such on Exhibit "B" and within the boundaries described in Exhibit "K".

23 (g) Chino Basin Watershed — The surface drainage area tributary to and overlying
24 Chino Basin.

25 (h) Ground Water — Water beneath the surface of the ground and within the zone of
26 saturation, i.e., below the existing water table.

- (i) Ground Water Basin — An area underlain by one or more permeable formations capable of furnishing substantial water storage.
- (j) Minimal Producer — Any producer whose production does not exceed **ten** acre-feet per year.³
- (k) MWD — The Metropolitan Water District of Southern California.
- (l) Operating Safe Yield — The annual amount of ground water which Watermaster shall determine, pursuant to criteria specified in Exhibit "I", can be produced from Chino Basin by the Appropriative Pool parties free of replenishment obligation under the Physical Solution herein.
- (m) Overdraft — A condition wherein the total annual production from the Basin exceeds the Safe Yield thereof.
- (n) Overlying Right — The appurtenant right of an owner of lands overlying Chino Basin to produce water from the Basin for overlying beneficial use on such lands.
- (o) Person — Any individual, partnership, association, corporation, governmental entity or agency, or other organization.
- (p) PVMWD — Defendant Pomona Valley Municipal Water District.
- (q) Produce or Produced — To pump or extract ground water from Chino Basin.
- (r) Producer — Any person who produces water from Chino Basin.
- (s) Production — Annual quantity, stated in acre feet, of water produced.
- (t) Public Hearing — A hearing after notice to all parties and to any other person legally entitled to notice.
- (u) Reclaimed Water — Water which, as a result of processing of waste water, is suitable for a controlled use.
- (v) Replenishment Water — Supplemental water used to recharge the Basin pursuant to the Physical Solution, either directly by percolating the water into the Basin or

³ Order dated September 27, 2001.

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

4 (a) Effective Date of Watermaster Action. Any action, decision or rule of
5 Watermaster shall be deemed to have occurred or been enacted on the date on which written
6 notice thereof is mailed. Mailing of copies of approved Watermaster minutes to the active parties
7 shall constitute such notice to all parties.

8 (b) Noticed Motion. Any party, the Watermaster (as to any mandated action), the
9 Advisory Committee, or any Pool Committee may, by a regularly noticed motion, apply to the
10 Court for review of any Watermaster's action, decision or rule. Notice of such motion shall be
11 served personally or mailed to Watermaster and to all active parties. Unless otherwise ordered
12 by the Court, such motion shall not operate to stay the effect of such Watermaster action,
13 decision or rule.

14
15 (c) Time for Motion. Notice of motion to review any Watermaster action, decision or
16 rule shall be served and filed within ninety (90) days after such Watermaster action, decision or
17 rule, except for budget actions, in which event said notice period shall be sixty (60) days.

18
19 (d) De Novo Nature of Proceedings. Upon the filing of any such motion, the Court
20 shall require the moving party to notify the active parties, the Watermaster, the Advisory
21 Committee, and each Pool Committee, of a date for taking evidence and argument, and on the
22 date so designated shall review de novo the question at issue. Watermaster's findings or
23 decision, if any, may be received in evidence at said hearing, but shall not constitute presumptive
24 or *prima facie* proof of any fact in issue.

25
26 (e) Decision. The decision of the Court in such proceeding shall be an appealable
27 supplemental order in this case. When the same is final, it shall be binding upon the
28 Watermaster and all parties.

EXHIBIT "H"

APPROPRIATIVE POOL

POOLING PLAN

1. Qualification for Pool. Any city, district or other public entity and public utility -- either regulated under Public Utilities Commission jurisdiction, or exempt therefrom as a non-profit mutual water company (other than those assigned to the Overlying (Agricultural) Pool) -- shall be a member of this pool. All initial members of the pool are listed in Exhibit "E", together with their respective appropriative rights and acre foot allocation and percentage shares of the initial and subsequent Operating Safe Yield.

2. Pool Committee. The Pool Committee shall consist of one (1) representative appointed by each member of the Pool.

3. Voting. The total voting power on the Pool Committee shall be 1,000 votes. Of these, 500 votes shall be allocated in proportion to decreed percentage shares in Operating Safe Yield. The remaining 500 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year. Routine business of the Pool Committee may be conducted on the basis of one vote per member, but upon demand of any member a weighted vote shall be taken. Affirmative action of the Committee shall require a majority of the voting power of members in attendance, provided that it includes concurrence by at least one-third of its total members.

4. Advisory Committee Representatives. **Members of the Pool Committee shall be designated to represent this pool on the Advisory Committee *on the following basis:*** Each major appropriator, i.e., the owner of an adjudicated appropriative right in excess of 3,000 acre feet, or ***each appropriator that produces in excess of 3,000 acre feet based upon the prior year's production, shall be entitled to one representative. Two additional representatives of the Appropriate Pool on the Advisory Committee shall be elected at large by the remaining members of the pool. The voting power of the Appropriate Pool on the Advisory Committee shall be apportioned between the major appropriator representatives in proportion to their respective voting power in the Pool Committee. The two representatives of the remaining appropriators shall exercise equally the voting power proportional to the Pool Committee voting power of said***

remaining appropriators; provided, however, that if any representative fails to attend an Advisory Committee meeting, the voting power of that representative shall be allocated among the representatives of the Appropriate Pool in attendance in the same proportion as their respective voting powers.¹²

5. Replenishment Obligation. The pool shall provide funds for purchase of replenishment water to replace any production by the pool in excess of Operating Safe Yield during the preceding year.

6. Administrative Assessment. Costs of administration of this pool and its share of general Watermaster expense shall be recovered by a uniform assessment applicable to all production during the preceding year.

7. Replenishment Assessment. The cost of replenishment water required to replace production from Chino Basin in excess of Operating Safe Yield in the preceding year shall be allocated and recovered as follows:

(a) For production, other than for increased export, within CBMWD or WMWD:

(1) Gross Assessment. 15% of such replenishment water costs shall be recovered by a uniform assessment against all production of each appropriator producing in said area during the preceding year.

(2) Net Assessment. The remaining 85% of said costs shall be recovered by a uniform assessment on each acre foot of production from said area by each such appropriator in excess of his allocated share of Operating Safe Yield during said preceding year.

(b) For production which is exported for use outside Chino Basin in excess of maximum export in any year through 1976, such increased export production shall be assessed against the exporting appropriator in an amount sufficient to purchase replenishment water from CBMWD or WMWD in the amount of such excess.

¹² Order dated September 18, 1996.

(c) For production within SBVMWD or PVMWD:

By an assessment on all production in excess of an appropriator's share of Operating Safe Yield in an amount sufficient to purchase replenishment water through SBVMWD or MWD in the amount of such excess.

8. Socio-Economic Impact Review. The parties have conducted certain preliminary socio-economic impact studies. Further and more detailed socio-economic impact studies of the assessment formula and its possible modification shall be undertaken for the Appropriator Pool by Watermaster no later than ten (10) years from the effective date of this Physical Solution, or whenever total production by this pool has increased by 30% or more over the decreed appropriative rights, whichever is first.

9. Facilities Equity Assessment. Watermaster may, upon recommendation of the Pool Committee, institute proceedings for levy and collection of a Facilities Equity Assessment for the purposes and in accordance with the procedures which follow:

(a) Implementing Circumstances. - There exist several sources of supplemental water available to Chino Basin, each of which has a differential cost and quantity available. The optimum management of the entire Chino Basin water resource favors the maximum use of the lowest cost supplemental water to balance the supplies of the Basin, in accordance with the Physical Solution. The varying sources of supplemental water include importations from MWD and SBVMWD, importation of surface and ground water supplies from other basins in the immediate vicinity of Chino Basin, and utilization of reclaimed water. In order to fully utilize any of such alternate sources of supply, it will be essential for particular appropriators having access to one or more of such supplies to have invested, or in the future to invest, directly or indirectly, substantial funds in facilities to obtain and deliver such water to an appropriate point of use. To the extent that the use of less expensive alternative sources of supplemental water can be maximized by the inducement of a Facilities Equity Assessment, as herein provided, it is to the long-term benefit of the entire basin that such assessment be authorized and levied by Watermaster.

(b) Study and Report. - At the request of the Pool Committee, Watermaster shall undertake a survey study of the utilization of alternate supplemental supplies by

EXHIBIT "H"

EXHIBIT C



CHINO BASIN WATERMASTER

APPROVED

**2021/2022 ASSESSMENT PACKAGE
(PRODUCTION YEAR 2020/2021)**

NOVEMBER 18, 2021



Chino Basin Watermaster Assessment Package

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Assessment Year 2021-2022 (Production Year 2020-2021)

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**Assessment Year 2021-2022 (Production Year 2020-2021)**

Water Production Overview

AGRICULTURAL POOL SUMMARY IN ACRE FEET

Agricultural Pool Safe Yield	82,800.0
Agricultural Total Pool Production	(21,484.8)
	<hr/>
	61,315.2
Safe Yield Reduction (Backfill)	(9,000.0)
Total Conversions	(31,716.6)
	<hr/>
	(40,716.6)
Early Transfer:	20,598.6

Well County	Physical Production	Voluntary Agreements	Total Ag Pool Production
Los Angeles County	165.1	0.0	165.1
Riverside County	1,987.6	0.0	1,987.6
San Bernardino County	12,869.4	6,462.7	19,332.1
	15,022.1	6,462.7	21,484.8

**POOL 2****Assessment Year 2021-2022 (Production Year 2020-2021)**

Assessment Fee Summary

	AF Production	Non-Agricultural Pool		Replenishment Assessments		CURO Adjmnt	RTS Charges	Other Adjmnts	Total Assmnts Due
		\$22.27 AF/Admin	\$48.25 AF/OBMP	AF Over Annual Right	\$789.00 Per AF				
9W Halo Western OpCo L.P.	28.5	635.05	1,375.90	11.6	9,157.13	98.57	384.62	0.00	11,651.27
ANG II (Multi) LLC	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00
Aqua Capital Management LP	0.0	0.00	0.00	0.0	0.00	0.00	291.23	0.00	291.23
California Speedway Corporation	388.3	8,647.57	18,735.76	0.0	0.00	0.00	0.00	0.00	27,383.33
California Steel Industries, Inc.	1,301.8	28,991.93	62,813.68	0.0	0.00	0.00	0.00	0.00	91,805.61
CalMat Co.	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00
CCG Ontario, LLC	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00
City of Ontario (Non-Ag)	1,608.4	35,818.24	77,603.51	0.0	0.00	0.00	0.00	0.00	113,421.75
County of San Bernardino (Non-Ag)	72.6	1,617.18	3,503.77	0.0	0.00	0.00	0.00	0.00	5,120.95
General Electric Company	0.0	0.00	0.00	0.0	0.00	57.15	0.31	0.00	57.46
Hamner Park Associates, a California Limited Partnership	323.4	7,202.50	15,604.87	0.0	0.00	0.00	0.00	0.00	22,807.37
Linde Inc.	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00
Monte Vista Water District (Non-Ag)	22.1	492.17	1,066.32	0.0	0.00	0.00	0.00	0.00	1,558.49
Riboli Family and San Antonio Winery, Inc.	43.2	962.84	2,086.09	43.2	34,112.42	248.40	192.69	0.00	37,602.44
Space Center Mira Loma, Inc.	93.7	2,086.88	4,521.41	0.0	0.00	0.00	0.00	0.00	6,608.29
TAMCO	15.3	340.40	737.50	0.0	0.00	0.00	184.26	0.00	1,262.16
West Venture Development Company	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00
	3,897.4	86,794.76	188,048.81	54.8	43,269.55	404.12	1,053.10	0.00	319,570.34
	2A	2B	2C	2D	2E	2F	2G	2H	2I

Notes:

1) In September 2020, Praxair, Inc. changed its name to Linde Inc.

2) ANG II (Multi) LLC temporarily leased their rights to 9W Halo Western OpCo L.P. (as successor to Angelica) beginning on March 2010 through January 2030.



Assessment Year 2021-2022 (Production Year 2020-2021)

Water Production Overview

	Physical Production	Assignments	Other Adjustments	Actual FY Production (Assmnt Pkg Column 4H)
9W Halo Western OpCo L.P.	28.5	0.0	0.0	28.5
ANG II (Multi) LLC	0.0	0.0	0.0	0.0
Aqua Capital Management LP	0.0	0.0	0.0	0.0
California Speedway Corporation	388.3	0.0	0.0	388.3
California Steel Industries, Inc.	1,301.8	0.0	0.0	1,301.8
CalMat Co.	0.0	0.0	0.0	0.0
CCG Ontario, LLC	0.0	0.0	0.0	0.0
City of Ontario (Non-Ag)	0.0	1,608.4	0.0	1,608.4
County of San Bernardino (Non-Ag)	0.0	72.6	0.0	72.6
General Electric Company	1,018.1	0.0	(1,018.1)	0.0
Hamner Park Associates, a California Limited Partnership	0.0	323.4	0.0	323.4
Linde Inc.	0.0	0.0	0.0	0.0
Monte Vista Water District (Non-Ag)	0.0	22.1	0.0	22.1
Riboli Family and San Antonio Winery, Inc.	43.2	0.0	0.0	43.2
Space Center Mira Loma, Inc.	0.0	93.7	0.0	93.7
TAMCO	15.3	0.0	0.0	15.3
West Venture Development Company	0.0	0.0	0.0	0.0
	2,795.3	2,120.2	(1,018.1)	3,897.4

3A

3B

3C

3D

Notes:

1) In September 2020, Praxair, Inc. changed its name to Linde Inc.
 2) ANG II (Multi) LLC temporarily leased their rights to 9W Halo Western OpCo L.P. (as successor to Angelica) beginning on March 2010 through January 2030.

Other Adj:

1) General Electric Company extracted and subsequently injected 1,018.13 AF of water during the fiscal year.



Assessment Year 2021-2022 (Production Year 2020-2021)

POOL 2

Water Production Summary

	Percent of Safe Yield	Carryover Beginning Balance	Prior Year Adjustments	Assigned Share of Safe Yield (AF)	Water Transaction Activity	Other Adjustments	Annual Production Right	Actual Fiscal Year Production	Net Over Production	Under Production Balances		
										Total Under-Produced	Carryover: Next Year Begin Bal	To Excess Carryover Account
9W Halo Western OpCo L.P.	0.256%	0.0	0.0	18.8	(1.9)	0.0	16.9	28.5	11.6	0.0	0.0	0.0
ANG II (Multi) LLC	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Aqua Capital Management LP	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
California Speedway Corporation	13.605%	1,000.0	0.0	1,000.0	(100.0)	0.0	1,900.0	388.3	0.0	1,511.7	1,000.0	511.7
California Steel Industries, Inc.	21.974%	1,615.1	0.0	1,615.1	(161.5)	0.0	3,068.8	1,301.8	0.0	1,766.9	1,615.1	151.8
CalMat Co.	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
CCG Ontario, LLC	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
City of Ontario (Non-Ag)	53.338%	3,920.6	0.0	3,920.6	(392.1)	0.0	7,449.1	1,608.4	0.0	5,840.7	3,920.6	1,920.1
County of San Bernardino (Non-Ag)	1.821%	133.9	0.0	133.9	(13.4)	0.0	254.4	72.6	0.0	181.7	133.9	47.9
General Electric Company	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Hamner Park Associates, a California Limited Partnership	6.316%	464.2	0.0	464.2	(46.4)	0.0	882.1	323.4	0.0	558.6	464.2	94.4
Linde Inc.	0.014%	1.0	0.0	1.0	(0.1)	0.0	1.9	0.0	0.0	1.9	1.0	0.9
Monte Vista Water District (Non-Ag)	0.680%	50.0	0.0	50.0	(5.0)	0.0	95.0	22.1	0.0	72.9	50.0	22.9
Riboli Family and San Antonio Winery, Inc.	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	43.2	43.2	0.0	0.0	0.0
Space Center Mira Loma, Inc.	1.417%	0.0	0.0	104.1	(10.4)	0.0	93.7	93.7	0.0	0.0	0.0	0.0
TAMCO	0.579%	42.6	0.0	42.6	(4.3)	0.0	81.0	15.3	0.0	65.7	42.6	23.1
West Venture Development Company	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	100.00%	7,227.4	0.0	7,350.3	(735.0)	0.0	13,842.7	3,897.4	54.8	10,000.2	7,227.4	2,772.8
	4A	4B	4C	4D	4E	4F	4G	4H	4I	4J	4K	4L

Notes:

1) In September 2020, Praxair, Inc. changed its name to Linde Inc.

2) ANG II (Multi) LLC temporarily leased their rights to 9W Halo Western OpCo L.P. (as successor to Angelica) beginning on March 2010 through January 2030.


Assessment Year 2021-2022 (Production Year 2020-2021)
Local Storage Accounts Summary

	Local Excess Carry Over Storage Account (ECO)					Local Supplemental Storage Account					Combined
	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	From Under-Production	Ending Balance	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	Ending Balance	Ending Balance	
9W Halo Western OpCo L.P.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
ANG II (Multi) LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Aqua Capital Management LP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
California Speedway Corporation	1,419.9	(1.0)	(32.1)	511.7	1,898.5	0.0	0.0	0.0	0.0	0.0	1,898.5
California Steel Industries, Inc.	2,361.7	(1.7)	0.0	151.8	2,511.8	0.0	0.0	0.0	0.0	0.0	2,511.8
CalMat Co.	5.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	5.0
CCG Ontario, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
City of Ontario (Non-Ag)	3,461.4	(2.4)	(3,461.1)	1,920.1	1,918.0	0.0	0.0	0.0	0.0	0.0	1,918.0
County of San Bernardino (Non-Ag)	204.1	(0.1)	0.0	47.9	251.8	0.0	0.0	0.0	0.0	0.0	251.8
General Electric Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Hamner Park Associates, a California Limited Partnership	1,627.6	(1.1)	0.0	94.4	1,720.9	0.0	0.0	0.0	0.0	0.0	1,720.9
Linde Inc.	63.5	0.0	0.0	0.9	64.3	0.0	0.0	0.0	0.0	0.0	64.3
Monte Vista Water District (Non-Ag)	95.1	(0.1)	0.0	22.9	117.9	0.0	0.0	0.0	0.0	0.0	117.9
Riboli Family and San Antonio Winery, Inc.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Space Center Mira Loma, Inc.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TAMCO	235.3	(0.2)	0.0	23.1	258.2	0.0	0.0	0.0	0.0	0.0	258.2
West Venture Development Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	9,473.5	(6.6)	(3,493.2)	2,772.8	8,746.4	0.0	0.0	0.0	0.0	0.0	8,746.4
	5A	5B	5C	5D	5E	5F	5G	5H	5I	5J	

Notes:

- 1) In September 2020, Praxair, Inc. changed its name to Linde Inc.
- 2) ANG II (Multi) LLC temporarily leased their rights to 9W Halo Western OpCo L.P. (as successor to Angelica) beginning on March 2010 through January 2030.
- 3) California Speedway Corporation dedicated 32.1 AF to satisfy a portion of BlueTriton Brands, Inc.'s 2021/22 DRO pursuant to an Exhibit "G" Section 10 Form A.
- 4) City of Ontario (Non-Ag) dedicated 3,461.1 AF to satisfy a portion of City of Ontario's 2021/22 DRO pursuant to an Exhibit "G" Section 10 Form A.



Assessment Year 2021-2022 (Production Year 2020-2021)

Water Transaction Summary

	Percent of Safe Yield	Assigned Share of Safe Yield (AF)	10% of Operating Safe Yield ("Haircut")	Water Transactions		
				Transfers (To) / From ECO Account	General Transfers / Exhibit G Water Sales	Total Water Transactions
9W Halo Western OpCo L.P.	0.256%	18.8	(1.9)	0.0	0.0	(1.9)
ANG II (Multi) LLC	0.000%	0.0	0.0	0.0	0.0	0.0
Aqua Capital Management LP	0.000%	0.0	0.0	0.0	0.0	0.0
California Speedway Corporation	13.605%	1,000.0	(100.0)	32.1	(32.1)	(100.0)
California Steel Industries, Inc.	21.974%	1,615.1	(161.5)	0.0	0.0	(161.5)
CalMat Co.	0.000%	0.0	0.0	0.0	0.0	0.0
CCG Ontario, LLC	0.000%	0.0	0.0	0.0	0.0	0.0
City of Ontario (Non-Ag)	53.338%	3,920.6	(392.1)	3,461.1	(3,461.1)	(392.1)
County of San Bernardino (Non-Ag)	1.821%	133.9	(13.4)	0.0	0.0	(13.4)
General Electric Company	0.000%	0.0	0.0	0.0	0.0	0.0
Hamner Park Associates, a California Limited Partnership	6.316%	464.2	(46.4)	0.0	0.0	(46.4)
Linde Inc.	0.014%	1.0	(0.1)	0.0	0.0	(0.1)
Monte Vista Water District (Non-Ag)	0.680%	50.0	(5.0)	0.0	0.0	(5.0)
Riboli Family and San Antonio Winery, Inc.	0.000%	0.0	0.0	0.0	0.0	0.0
Space Center Mira Loma, Inc.	1.417%	104.1	(10.4)	0.0	0.0	(10.4)
TAMCO	0.579%	42.6	(4.3)	0.0	0.0	(4.3)
West Venture Development Company	0.000%	0.0	0.0	0.0	0.0	0.0
	100.000%	7,350.3	(735.0)	3,493.2	(3,493.2)	(735.0)

6A

6B

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6D

6E

6F

Notes:

- 1) In September 2020, Praxair, Inc. changed its name to Linde Inc.
- 2) ANG II (Multi) LLC temporarily leased their rights to 9W Halo Western OpCo L.P. (as successor to Angelica) beginning on March 2010 through January 2030.
- 3) California Speedway Corporation dedicated 32.1 AF to satisfy a portion of BlueTriton Brands, Inc.'s 2021/22 DRO pursuant to an Exhibit "G" Section 10 Form A.
- 4) City of Ontario (Non-Ag) dedicated 3,461.1 AF to satisfy a portion of City of Ontario's 2021/22 DRO pursuant to an Exhibit "G" Section 10 Form A.



Assessment Year 2021-2022 (Production Year 2020-2021)

Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:	AF	Replenishment Rates	
Appropriative - 100	0.0	2021 Rate	\$789.00
Appropriative - 15/85	0.0	2020 Rate	\$767.00
Non-Agricultural - 100	0.0		
0.0			

Pool 2 Non-Agricultural

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)
9W Halo Western OpCo L.P.	0.0	(\$98.57)	\$98.57
ANG II (Multi) LLC	0.0	\$0.00	\$0.00
Aqua Capital Management LP	0.0	\$0.00	\$0.00
California Speedway Corporation	0.0	\$0.00	\$0.00
California Steel Industries, Inc.	0.0	\$0.00	\$0.00
CalMat Co.	0.0	\$0.00	\$0.00
CCG Ontario, LLC	0.0	\$0.00	\$0.00
City of Ontario (Non-Ag)	0.0	\$0.00	\$0.00
County of San Bernardino (Non-Ag)	0.0	\$0.00	\$0.00
General Electric Company	0.0	(\$57.15)	\$57.15
Hamner Park Associates, a California Limited Partnership	0.0	\$0.00	\$0.00
Linde Inc.	0.0	\$0.00	\$0.00
Monte Vista Water District (Non-Ag)	0.0	\$0.00	\$0.00
Riboli Family and San Antonio Winery, Inc.	0.0	(\$248.40)	\$248.40
Space Center Mira Loma, Inc.	0.0	\$0.00	\$0.00
TAMCO	0.0	\$0.00	\$0.00
West Venture Development Company	0.0	\$0.00	\$0.00
Pool 2 Non-Agricultural Total	0.0	(\$404.12)	\$404.12

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Notes:

- 1) In September 2020, Praxair, Inc. changed its name to Linde Inc.
- 2) ANG II (Multi) LLC temporarily leased their rights to 9W Halo Western OpCo L.P. (as successor to Angelica) beginning on March 2010 through January 2030.
- 3) The 2021 replenishment rate includes MWD's Full Service Untreated Tier 1 volumic cost of \$777/AF, a \$10/AF surcharge from Three Valleys Municipal Water District, and a \$2/AF connection fee from Orange County Water District.



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Fee Summary

POOL 3

	AF Production and Exchanges	Appropriative Pool		Ag Pool SY Reallocation			Replenishment Assessments			85/15 Activity			CURO Adjmt	ASSESSMENTS DUE						
		\$22.27 AF/Admin	\$48.25 AF/OBMP	AF Total Reallocation	\$478,534 \$7.80 AF/Admin	\$1,036,584 \$16.91 AF/OBMP	\$118.35 AF/15%	\$670.65 AF/85%	\$789.00 AF/100%	15% Producer Credits	15% Pro-rated Debits	Total Production Based	Pomona Credit	Recharge Debt Payment	Recharge Imprmnt Project	RTS Charges	Other Adjmts	DRO	Total Due	
BlueTriton Brands, Inc.	271.3	6,041.21	13,088.83	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(135.86)	18,994.18	0.00	0.00	0.00	7,519.14	0.00	0.00	26,513.32
CalMat Co. (Appropriative)	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Chino Hills, City Of	2,459.6	54,775.92	118,677.05	2,417.9	18,870.15	40,875.88	81.46	0.00	0.00	0.00	25,247.02	0.40	258,527.88	2,567.35	20,372.91	0.00	1.04	0.00	0.00	281,469.18
Chino, City Of	2,762.4	61,518.20	133,284.84	11,194.4	87,366.39	189,250.10	91.49	0.00	0.00	0.00	28,354.64	0.45	499,866.11	4,904.69	38,920.66	0.00	0.05	0.00	0.00	543,691.51
Cucamonga Valley Water District	5,725.7	127,511.34	276,265.03	2,552.2	19,918.39	43,146.53	189.63	0.00	0.00	0.00	58,771.84	0.92	525,803.68	4,400.69	34,921.20	0.00	12.09	0.00	0.00	565,137.66
Desalter Authority	40,114.5	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fontana Union Water Company	0.0	0.00	0.00	3,450.3	26,927.93	58,330.36	0.00	0.00	0.00	0.00	0.00	0.00	85,258.29	7,771.37	61,668.91	0.00	0.00	0.00	0.00	154,698.57
Fontana Water Company	11,065.3	246,424.59	533,901.50	834.6	6,513.57	14,109.47	366.47	0.00	0.00	(629,915.45)	113,580.68	1.79	284,982.62	1.33	10.58	0.00	9.15	0.00	0.00	285,003.67
Fontana, City Of	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Golden State Water Company	1,074.4	23,926.60	51,839.17	222.0	1,732.52	3,752.92	35.58	0.00	0.00	0.00	11,028.12	0.18	92,315.09	500.00	3,967.72	0.00	0.50	0.00	0.00	96,783.31
Jurupa Community Services District	10,609.9	236,282.61	511,927.96	16,328.0	127,432.12	276,039.11	351.39	0.00	0.00	0.00	108,906.10	1.73	1,260,941.02	2,506.01	19,886.20	0.00	5.81	0.00	0.00	1,283,339.04
Marygold Mutual Water Company	840.9	18,726.49	40,572.65	353.7	2,760.47	5,979.64	0.00	0.00	0.00	0.00	0.00	0.00	68,039.25	796.67	6,321.90	0.00	764.52	0.00	0.00	75,922.34
Monte Vista Irrigation Company	0.0	0.00	0.00	365.2	2,850.57	6,174.80	0.00	0.00	0.00	0.00	0.00	0.00	9,025.37	822.67	6,528.22	0.00	0.00	0.00	0.00	16,376.26
Monte Vista Water District	7,523.3	167,543.69	362,998.79	2,709.4	21,145.54	45,804.75	249.16	0.00	0.00	0.00	77,223.33	1.23	674,966.49	5,864.70	46,538.68	0.00	4.87	0.00	0.00	727,374.74
NCL Co, LLC	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Niagara Bottling, LLC	1,751.7	39,009.58	84,517.84	0.0	0.00	0.00	0.00	0.00	0.00	1,382,063.69	0.00	18,212.89	1,523,804.00	0.00	0.00	0.00	23,935.00	723.57	198,558.16	1,747,020.73
Nicholson Family Trust	0.0	0.00	0.00	2.1	16.17	35.03	0.00	0.00	0.00	0.00	0.00	0.00	51.20	4.67	37.03	0.00	0.00	(2.13)	0.00	90.77
Norco, City Of	0.0	0.00	0.00	108.9	850.09	1,841.43	0.00	0.00	0.00	0.00	0.00	0.00	2,691.52	245.33	1,946.83	0.00	0.00	0.00	0.00	4,883.68
Ontario, City Of	17,171.1	382,401.07	828,507.02	10,807.7	84,348.53	182,712.90	568.68	0.00	0.00	0.00	176,254.23	2.79	1,654,795.22	13,828.07	109,731.20	0.00	11.25	0.00	0.00	1,778,365.74
Pomona, City Of	9,192.2	204,709.23	443,521.33	6,054.1	47,249.20	102,349.61	0.00	0.00	0.00	0.00	0.00	0.00	797,829.37	(53,030.93)	108,207.59	0.00	0.00	0.00	0.00	853,006.03
San Antonio Water Company	676.5	15,066.28	32,642.48	813.4	6,347.94	13,750.69	22.41	0.00	0.00	0.00	6,944.27	0.11	74,774.18	1,832.01	14,537.72	0.00	0.57	0.00	0.00	91,144.48
San Bernardino, County of (Shooting Park)	17.2	382.44	828.60	0.0	0.00	0.00	0.57	11,517.07	0.00	0.00	176.27	56.71	12,961.66	0.00	0.00	0.00	270.81	5.01	1,946.46	15,183.94
Santa Ana River Water Company	175.5	3,908.34	8,467.78	702.4	5,481.68	11,874.23	5.81	0.00	0.00	0.00	1,801.41	0.03	31,539.28	1,582.01	12,553.86	0.00	964.56	(1.67)	0.00	46,638.04
Upland, City Of	2,107.0	46,923.13	101,663.28	1,539.7	12,016.74	26,030.24	69.78	0.00	0.00	0.00	21,627.56	0.34	208,331.07	3,468.02	27,520.09	0.00	1.39	0.00	0.00	239,320.57
West End Consolidated Water Co	0.0	0.00	0.00	511.5	3,991.72	8,646.72	0.00	0.00	0.00	0.00	0.00	0.00	12,638.44	1,152.01	9,141.62	0.00	0.00	0.00	0.00	22,932.07
West Valley Water District	0.0	0.00	0.00	347.8	2,714.28	5,879.58	0.00	0.00	0.00	0.00	0.00	0.00	8,593.86	783.34	6,216.09	0.00	476.35	(0.83)	0.00	16,068.81

113,538.4 1,635,150.72 3,542,704.15 61,315.2 478,534.00 1,036,584.00 2,032.43 11,517.07 1,382,063.69 (629,915.45) 629,915.47 18,143.71 8,106,729.77 0.01 529,029.01 0.00 33,977.09 723.95 200,504.62 8,870,964.45

8A 8B 8C 8D 8E 8F 8G 8H 8I 8J 8K 8L 8M 8N 8O 8P 8Q 8R 8S 8T

Notes:

- 1) IEUA is collecting the fourth of ten annual RTS charges for water purchased in FY 2016/17, and third of ten annual RTS charges for water purchased in FY 2017/18.
- 2) "Other Adjustments" (Column [8R]) includes adjustments from replenishment purchase for DRO.
- 3) In April 2021, Nestle Waters North America Inc., who owns Arrowhead Mountain Spring Water brand, changed



Assessment Year 2021-2022 (Production Year 2020-2021)

Water Production Overview

	Physical Production	Voluntary Agreements (w/ Ag)	Assignments (w/ Non-Ag)	Other Adjustments	Actual FY Production (Assmnt Pkg Column 10i)
BlueTriton Brands, Inc.	271.3	0.0	0.0	0.0	271.3
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0
Chino Hills, City Of	2,528.6	(69.0)	0.0	0.0	2,459.6
Chino, City Of	6,133.0	(3,298.0)	(72.6)	0.0	2,762.4
Cucamonga Valley Water District	26,225.7	0.0	0.0	0.0	26,225.7
Desalter Authority	40,156.1	0.0	0.0	(41.6)	40,114.5
Fontana Union Water Company	0.0	0.0	0.0	0.0	0.0
Fontana Water Company	13,565.3	0.0	0.0	0.0	13,565.3
Fontana, City Of	0.0	0.0	0.0	0.0	0.0
Golden State Water Company	1,074.4	0.0	0.0	0.0	1,074.4
Jurupa Community Services District	11,160.9	0.0	(417.1)	(133.9)	10,609.9
Marygold Mutual Water Company	840.9	0.0	0.0	0.0	840.9
Monte Vista Irrigation Company	0.0	0.0	0.0	0.0	0.0
Monte Vista Water District	7,674.4	(124.4)	(22.1)	(4.7)	7,523.3
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	1,751.7	0.0	0.0	0.0	1,751.7
Nicholson Family Trust	0.0	0.0	0.0	0.0	0.0
Norco, City Of	0.0	0.0	0.0	0.0	0.0
Ontario, City Of	21,750.8	(2,971.3)	(1,608.4)	0.0	17,171.1
Pomona, City Of	9,192.2	0.0	0.0	0.0	9,192.2
San Antonio Water Company	676.5	0.0	0.0	0.0	676.5
San Bernardino, County of (Shooting Park)	17.2	0.0	0.0	0.0	17.2
Santa Ana River Water Company	0.0	0.0	0.0	175.5	175.5
Upland, City Of	2,177.1	0.0	0.0	(70.1)	2,107.0
West End Consolidated Water Co	0.0	0.0	0.0	0.0	0.0
West Valley Water District	0.0	0.0	0.0	0.0	0.0
	145,196.1	(6,462.7)	(2,120.2)	(74.8)	136,538.4
Less Desalter Authority Production					(40,114.5)
Total Less Desalter Authority Production					96,423.9

9A

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9C

9D

9E

Notes:

1) In April 2021, Nestle Waters North America Inc., who owns Arrowhead Mountain Spring Water brand, changed its name to BlueTriton Brands, Inc. and requested Watermaster to use the new company name.

Other Adj:

- 1) CDA provided 41.645 AF to JCSD for irrigation at Orchard Park.
- 2) Monte Vista Water District received credit of 4.698 AF after evaporative losses due to Pump-to-Waste activities in which the water was recaptured into a recharge basin.
- 3) Santa Ana River Water Company exceeded its allotment with JCSD by 175.498 AF.
- 4) City of Upland received credit of 70.098 AF after evaporative losses due to Pump-to-Waste activities in which the water was recaptured into a recharge basin.



Assessment Year 2021-2022 (Production Year 2020-2021)

Water Production Summary

POOL 3

	Percent of Operating Safe Yield	Carryover Beginning Balance	Prior Year Adjustments	Assigned Share of Operating Safe Yield	Net Ag Pool Reallocation	Water Transaction Activity	Other Adjustments	Annual Production Right	Actual Fiscal Year Production	Storage and Recovery Program(s)	Total Production and Exchanges	Net Over-Production		Under Production Balances			
												85/15%	100%	Total Under-Produced	Carryover: Next Year Begin Bal	To Excess Carryover Account	
BlueTriton Brands, Inc.	0.000%	0.0	0.0	0.0	0.0	271.3	0.0	271.3	271.3	0.0	271.3	0.0	0.0	0.0	0.0	0.0	
CalMat Co. (Appropriative)	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Chino Hills, City Of	3.851%	1,726.6	0.0	1,572.5	2,417.9	0.0	0.0	5,716.9	2,459.6	0.0	2,459.6	0.0	0.0	3,257.3	1,572.5	1,684.8	
Chino, City Of	7.357%	3,298.4	0.0	3,004.2	11,194.4	0.0	0.0	17,497.0	2,762.4	0.0	2,762.4	0.0	0.0	14,734.6	3,004.2	11,730.4	
Cucamonga Valley Water District	6.601%	1,596.4	0.0	2,695.5	2,552.2	35.6	0.0	6,879.7	26,225.7	(20,500.0)	5,725.7	0.0	0.0	1,154.0	1,154.0	0.0	
Desalter Authority	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40,114.5	0.0	40,114.5	0.0	0.0	0.0	0.0	0.0	
Fontana Union Water Company	11.657%	0.0	0.0	4,760.0	3,450.3	(8,210.3)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Fontana Water Company	0.002%	0.9	0.0	0.8	834.6	10,229.0	0.0	11,065.3	13,565.3	(2,500.0)	11,065.3	0.0	0.0	0.0	0.0	0.0	
Fontana, City Of	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Golden State Water Company	0.750%	323.6	0.0	306.3	222.0	222.5	0.0	1,074.4	1,074.4	0.0	1,074.4	0.0	0.0	0.0	0.0	0.0	
Jurupa Community Services District	3.759%	1,685.3	0.0	1,535.0	16,328.0	0.0	0.0	19,548.3	10,609.9	0.0	10,609.9	0.0	0.0	8,938.4	1,535.0	7,403.4	
Marygold Mutual Water Company	1.195%	399.3	0.0	488.0	353.7	0.0	0.0	1,240.9	840.9	0.0	840.9	0.0	0.0	400.0	400.0	0.0	
Monte Vista Irrigation Company	1.234%	553.3	0.0	503.9	365.2	0.0	0.0	1,422.4	0.0	0.0	0.0	0.0	0.0	0.0	1,422.4	503.9	918.5
Monte Vista Water District	8.797%	3,944.0	0.0	3,592.2	2,709.4	500.0	0.0	10,745.6	7,523.3	0.0	7,523.3	0.0	0.0	3,222.3	3,222.3	0.0	
NCL Co, LLC	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Niagara Bottling, LLC	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1,751.7	0.0	1,751.7	0.0	0.0	0.0	0.0	0.0	
Nicholson Family Trust	0.007%	3.1	0.0	2.9	2.1	(6.5)	0.0	1.6	0.0	0.0	0.0	0.0	0.0	0.0	1.6	1.6	0.0
Norco, City Of	0.368%	165.0	0.0	150.3	108.9	0.0	0.0	424.2	0.0	0.0	0.0	0.0	0.0	0.0	424.2	150.3	273.9
Ontario, City Of	20.742%	9,299.5	0.0	8,469.8	10,807.7	0.0	0.0	28,576.9	17,171.1	0.0	17,171.1	0.0	0.0	11,405.8	8,469.8	2,936.0	
Pomona, City Of	20.454%	9,170.3	0.0	8,352.2	6,054.1	0.0	0.0	23,576.6	9,192.2	0.0	9,192.2	0.0	0.0	14,384.5	8,352.2	6,032.3	
San Antonio Water Company	2.748%	1,232.0	0.0	1,122.1	813.4	0.0	0.0	3,167.5	676.5	0.0	676.5	0.0	0.0	2,491.0	1,122.1	1,368.9	
San Bernardino, County of (Shooting P)	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	17.2	0.0	17.2	17.2	0.0	0.0	0.0	0.0	0.0
Santa Ana River Water Company	2.373%	1,063.9	0.0	969.0	702.4	0.0	0.0	2,735.3	175.5	0.0	175.5	0.0	0.0	2,559.8	969.0	1,590.8	
Upland, City Of	5.202%	2,332.3	0.0	2,124.2	1,539.7	0.0	0.0	5,996.2	2,107.0	0.0	2,107.0	0.0	0.0	3,889.2	2,124.2	1,765.0	
West End Consolidated Water Co	1.728%	774.7	0.0	705.6	511.5	0.0	0.0	1,991.8	0.0	0.0	0.0	0.0	0.0	1,991.8	705.6	1,286.2	
West Valley Water District	1.175%	526.8	0.0	479.8	347.8	0.0	0.0	1,354.4	0.0	0.0	0.0	0.0	0.0	1,354.4	479.8	874.6	
	100.00%	38,095.5	0.0	40,834.0	61,315.2	3,041.6	0.0	143,286.3	136,538.4	(23,000.0)	113,538.4	17.2	41,866.1	71,631.2	33,766.4	37,864.8	
Less Desalter Authority Production									(40,114.5)		(40,114.5)			(40,114.5)			
Total Less Desalter Authority Production									96,423.9		73,423.9			1,751.7			
	10A	10B	10C	10D	10E	10F	10G	10H	10I	10J	10K	10L	10M	10N	10O	10P	

Notes:

1) As of July 1, 2020, the total Operating Safe Yield of the Appropriative Pool is 40,834 AF, allocated by percentage of Operating Safe Yield.

2) In April 2021, Nestle Waters North America Inc., who owns Arrowhead Mountain Spring Water brand, changed its name to BlueTriton Brands, Inc. and requested Watermaster to use the new company name.



Assessment Year 2021-2022 (Production Year 2020-2021)

Local Excess Carry Over Storage Account Summary

	Excess Carry Over Account (ECO)					
	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	From Supplemental Storage	From Under-Production	Ending Balance
BlueTriton Brands, Inc.	720.9	(0.5)	(278.1)	0.0	0.0	442.3
CalMat Co. (Appropriative)	0.4	0.0	0.0	0.0	0.0	0.4
Chino Hills, City Of	11,924.2	(8.3)	(369.1)	0.0	1,684.8	13,231.5
Chino, City Of	114,505.8	(80.2)	(2,617.2)	0.0	11,730.4	123,538.9
Cucamonga Valley Water District	16,072.4	(11.3)	(846.7)	0.0	0.0	15,214.4
Desalter Authority	0.0	0.0	0.0	0.0	0.0	0.0
Fontana Union Water Company	0.0	0.0	0.0	0.0	0.0	0.0
Fontana Water Company	5,799.2	(4.1)	(3,883.0)	2,722.5	0.0	4,634.7
Fontana, City Of	0.0	0.0	0.0	0.0	0.0	0.0
Golden State Water Company	424.2	(0.3)	(484.6)	60.8	0.0	0.0
Jurupa Community Services District	31,861.3	(22.3)	(2,783.9)	0.0	7,403.4	36,458.5
Marygold Mutual Water Company	614.0	(0.4)	0.0	0.0	0.0	613.6
Monte Vista Irrigation Company	10,128.4	(7.1)	(177.3)	0.0	918.5	10,862.5
Monte Vista Water District	6,758.6	(4.7)	(1,490.1)	0.0	0.0	5,263.8
NCL Co, LLC	4.0	0.0	0.0	0.0	0.0	4.0
Niagara Bottling, LLC	0.0	0.0	0.0	0.0	0.0	0.0
Nicholson Family Trust	1.7	0.0	(1.0)	0.0	0.0	0.7
Norco, City Of	2,375.1	(1.7)	(52.9)	0.0	273.9	2,594.5
Ontario, City Of	39,260.7	(27.5)	0.0	0.0	2,936.0	42,169.2
Pomona, City Of	25,207.9	(17.6)	(4,259.1)	0.0	6,032.3	26,963.4
San Antonio Water Company	2,873.4	(2.0)	0.0	0.0	1,368.9	4,240.2
San Bernardino, County of (Shooting Park)	0.0	0.0	0.0	0.0	0.0	0.0
Santa Ana River Water Company	6,433.6	(4.5)	(366.1)	0.0	1,590.8	7,653.7
Upland, City Of	19,264.0	(13.5)	(878.8)	0.0	1,765.0	20,136.7
West End Consolidated Water Co	5,204.3	(3.6)	(162.1)	0.0	1,286.2	6,324.8
West Valley Water District	8,322.8	(5.8)	(1,168.8)	0.0	874.6	8,022.8
	307,756.9	(215.4)	(19,819.0)	2,783.3	37,864.8	328,370.5

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Notes:

1) Fontana Water Company transferred 2,722.510 AF from their Supplemental Storage account to offset their production year 2020/21 over-production obligations.

2) Golden State Water Company transferred 60.754 from their Supplemental Storage account and 161.780 AF from their Excess Carry Over Storage account to offset their production year 2020/21 over-production obligations.

3) In April 2021, Nestle Waters North America Inc., who owns Arrowhead Mountain Spring Water brand, changed its name to BlueTriton Brands, Inc. and requested Watermaster to use the new company name.



Assessment Year 2021-2022 (Production Year 2020-2021)

Local Supplemental Storage Account Summary

POOL 3

	Recharged Recycled Account					Quantified (Pre 7/1/2000) Account					New (Post 7/1/2000) Account					Combined
	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	Transfer to ECO Account	Ending Balance	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	Transfer to ECO Account	Ending Balance	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	Transfer to ECO Account	Ending Balance	Ending Balance
BlueTriton Brands, Inc.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Chino Hills, City Of	11,105.8	(7.8)	1,416.0	0.0	12,514.0	4,789.4	(3.4)	0.0	0.0	4,786.1	0.0	0.0	0.0	0.0	0.0	17,300.1
Chino, City Of	8,508.6	(6.0)	0.0	0.0	8,502.6	1,051.8	(0.7)	0.0	0.0	1,051.0	1,926.6	(1.3)	0.0	0.0	1,925.3	11,478.9
Cucamonga Valley Water District	31,078.7	(21.8)	9,035.5	0.0	40,092.5	10,693.4	(7.5)	0.0	0.0	10,685.9	637.9	(0.4)	255.2	0.0	892.7	51,671.1
Desalter Authority	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fontana Union Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fontana Water Company	0.0	0.0	3,082.6	(2,722.5)	360.1	0.0	0.0	0.0	0.0	0.0	310.1	(0.2)	0.0	0.0	309.9	670.0
Fontana, City Of	44.0	0.0	0.0	0.0	44.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	44.0
Golden State Water Company	0.0	0.0	0.0	0.0	0.0	1,389.0	(1.0)	0.0	(3.6)	1,384.4	57.2	0.0	0.0	(57.2)	0.0	1,384.4
Jurupa Community Services District	4,832.4	(3.4)	0.0	0.0	4,829.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4,829.0
Marygold Mutual Water Company	0.0	0.0	0.0	0.0	0.0	305.0	(0.2)	(292.5)	0.0	12.3	0.0	0.0	0.0	0.0	0.0	12.3
Monte Vista Irrigation Company	0.0	0.0	0.0	0.0	0.0	5,450.0	(3.8)	0.0	0.0	5,446.2	0.0	0.0	0.0	0.0	0.0	5,446.2
Monte Vista Water District	0.0	0.0	0.0	0.0	0.0	3,376.5	(2.4)	0.0	0.0	3,374.2	1.6	0.0	(1.6)	0.0	0.0	3,374.2
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Nicholson Family Trust	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Norco, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	96.4	(0.1)	0.0	0.0	96.3	96.3
Ontario, City Of	49,233.2	(34.5)	(2,420.0)	0.0	46,778.8	8,050.1	(5.6)	0.0	0.0	8,044.5	0.0	0.0	0.0	0.0	0.0	54,823.2
Pomona, City Of	0.0	0.0	0.0	0.0	0.0	10,912.1	(7.6)	0.0	0.0	10,904.4	1,559.9	(1.1)	0.0	0.0	1,558.8	12,463.2
San Antonio Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4,759.5	(3.3)	(104.5)	0.0	4,651.7	4,651.7
San Bernardino, County of (Shooting Park)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Santa Ana River Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	481.1	(0.3)	0.0	0.0	480.7	480.7
Upland, City Of	12,078.4	(8.5)	1,481.7	0.0	13,551.6	5,803.2	(4.1)	0.0	0.0	5,799.1	0.0	0.0	0.0	0.0	0.0	19,350.7
West End Consolidated Water Co	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	452.5	(0.3)	0.0	0.0	452.2	452.2
West Valley Water District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	307.7	(0.2)	0.0	0.0	307.5	307.5
	116,881.1	(81.8)	12,595.9	(2,722.5)	126,672.7	51,820.4	(36.3)	(292.5)	(3.6)	51,488.1	10,590.5	(7.4)	149.0	(57.2)	10,675.0	188,835.7
	12A	12B	12C	12D	12E	12F	12G	12H	12I	12J	12K	12L	12M	12N	12O	12P

Notes:

- 1) City of Ontario elected not to take in their share of Recharged Recycled. Cucamonga Valley Water District subsequently elected to take in City of Ontario's share.
- 2) City of Ontario elected not to take in the 3,000 AF of City of Fontana's share of Recharged Recycled. Fontana Water Company subsequently elected to take in all of City of Fontana's share, which they then transferred 2,722.510 AF to offset their production year 2020/21 over-production obligations.
- 3) Golden State Water Company transferred 3,593 AF and 57.161 AF from their Quantified and New Supplemental storage accounts respectively to offset a portion of their production year 2020/21 over-production obligations.
- 4) In April 2021, Nestle Waters North America Inc., who owns Arrowhead Mountain Spring Water brand, changed its name to BlueTriton Brands, Inc. and requested Watermaster to use the new company name.


POOL 3
Assessment Year 2021-2022 (Production Year 2020-2021)

Other Storage and Replenishment Accounts

<u>DESALTER REPLENISHMENT</u>	Beginning Balance	Water Purchases	Transfers To	Transfers From	Ending Balance
CONTROLLED OVERDRAFT AND OFFSETS					
Re-Op Offset Pre-Peace II / CDA	1,286.7		0.0	0.0	1,286.7
Re-Op Offset Peace II Expansion	87,500.0		0.0	(12,500.0)	75,000.0
Non-Ag OBMP Special Assessment	0.0		735.0	(735.0)	0.0
Non-Ag Dedication	0.0		0.0	0.0	0.0
	88,786.7		735.0	(13,235.0)	76,286.7
DEDICATED REPLENISHMENT					
BlueTriton Brands, Inc.	0.0	0.0	32.1	(32.1)	0.0
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0
Chino Hills, City Of	602.9	0.0	0.0	(602.9)	0.0
Chino, City Of	0.0	0.0	0.0	0.0	0.0
Cucamonga Valley Water District	952.5	0.0	0.0	(952.5)	0.0
Fontana Union Water Company	0.0	0.0	1,674.7	(1,674.7)	0.0
Fontana Water Company	469.0	0.0	0.0	(469.0)	0.0
Fontana, City Of	0.0	0.0	0.0	0.0	0.0
Golden State Water Company	0.0	0.0	0.0	0.0	0.0
Jurupa Community Services District	0.0	0.0	0.0	0.0	0.0
Marygold Mutual Water Company	0.0	0.0	0.0	0.0	0.0
Monte Vista Irrigation Company	0.0	0.0	0.0	0.0	0.0
Monte Vista Water District	0.0	0.0	0.0	0.0	0.0
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	0.0	0.0	0.0	0.0	0.0
Nicholson Family Trust	0.0	0.0	0.0	0.0	0.0
Norco, City Of	0.0	0.0	0.0	0.0	0.0
Ontario, City Of	0.0	0.0	3,461.1	(3,461.1)	0.0
Pomona, City Of	0.0	0.0	0.0	0.0	0.0
San Antonio Water Company	281.8	0.0	0.0	(281.8)	0.0
San Bernardino, County of (Shooting Park)	0.0	0.0	0.0	0.0	0.0
Santa Ana River Water Company	0.0	0.0	0.0	0.0	0.0
Upland, City Of	171.2	0.0	0.0	(171.2)	0.0
West End Consolidated Water Co	86.1	0.0	0.0	(86.1)	0.0
West Valley Water District	0.0	0.0	0.0	0.0	0.0
	2,563.5	0.0	5,167.9	(7,731.4)	0.0
	13A	13B	13C	13D	13E
<u>STORAGE AND RECOVERY</u>	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
METROPOLITAN WATER DISTRICT					
Dry Year Yield / Conjunctive Use Program	45,961.0	(32.2)	0.0	(23,000.0)	22,928.8
	13F	13G	13H	13I	13J

Notes:

Water in column [13D] goes into column [21D] on page 21.1.



Assessment Year 2021-2022 (Production Year 2020-2021)

Water Transaction Summary

	Water Transactions				
	Assigned Rights	General Transfer	Transfers (To) / From ECO Account	Transfers (To) Desalter Replenishment	Total Water Transactions
BlueTriton Brands, Inc.	0.0	32.1	271.3	(32.1)	271.3
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0
Chino Hills, City Of	0.0	0.0	0.0	0.0	0.0
Chino, City Of	(500.0)	0.0	500.0	0.0	0.0
Cucamonga Valley Water District	(6,500.0)	6,535.6	0.0	0.0	35.6
Desalter Authority	0.0	0.0	0.0	0.0	0.0
Fontana Union Water Company	0.0	(6,535.6)	0.0	(1,674.7)	(8,210.3)
Fontana Water Company	7,506.5	0.0	2,722.5	0.0	10,229.0
Fontana, City Of	0.0	0.0	0.0	0.0	0.0
Golden State Water Company	0.0	0.0	222.5	0.0	222.5
Jurupa Community Services District	0.0	0.0	0.0	0.0	0.0
Marygold Mutual Water Company	0.0	0.0	0.0	0.0	0.0
Monte Vista Irrigation Company	0.0	0.0	0.0	0.0	0.0
Monte Vista Water District	500.0	0.0	0.0	0.0	500.0
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	0.0	0.0	0.0	0.0	0.0
Nicholson Family Trust	(6.5)	0.0	0.0	0.0	(6.5)
Norco, City Of	0.0	0.0	0.0	0.0	0.0
Ontario, City Of	0.0	3,461.1	0.0	(3,461.1)	0.0
Pomona, City Of	0.0	0.0	0.0	0.0	0.0
San Antonio Water Company	0.0	0.0	0.0	0.0	0.0
San Bernardino, County of (Shooting Park)	0.0	0.0	0.0	0.0	0.0
Santa Ana River Water Company	0.0	0.0	0.0	0.0	0.0
Upland, City Of	0.0	0.0	0.0	0.0	0.0
West End Consolidated Water Co	0.0	0.0	0.0	0.0	0.0
West Valley Water District	(1,000.0)	0.0	1,000.0	0.0	0.0
	0.0	3,493.2	4,716.3	(5,167.9)	3,041.6

14A

14B

14C

14D

14E

Notes:

1) In April 2021, Nestle Waters North America Inc., who owns Arrowhead Mountain Spring Water brand, changed its name to BlueTriton Brands, Inc. and requested Watermaster to use the new company name.



Assessment Year 2021-2022 (Production Year 2020-2021)

Land Use Conversion Summary

	Prior Conversion	Conversion @ 1.3 af/ac		Total Prior to Peace Agrmt Converted AF	Conversion @ 2.0 af/ac		Total Land Use Conversion Acre-Feet
		Acres	Acre-Feet		Acres	Acre-Feet	
Chino Hills, City Of	0.0	670.266	871.3	871.3	203.334	406.7	1,278.0
Chino, City Of	196.2	1,434.750	1,865.2	2,061.4	3,477.695	6,955.4	9,016.8
Cucamonga Valley Water District	0.0	460.280	598.4	598.4	0.000	0.0	598.4
Fontana Water Company	0.0	0.000	0.0	0.0	417.000	834.0	834.0
Jurupa Community Services District	0.0	2,756.920	3,584.0	3,584.0	5,815.718	11,631.4	15,215.4
Monte Vista Water District	0.0	48.150	62.6	62.6	21.510	43.0	105.6
Ontario, City Of	209.4	527.044	685.2	894.6	1,886.892	3,773.8	4,668.3
	405.6	5,897.410	7,666.6	8,072.3	11,822.149	23,644.3	31,716.6

15A

15B

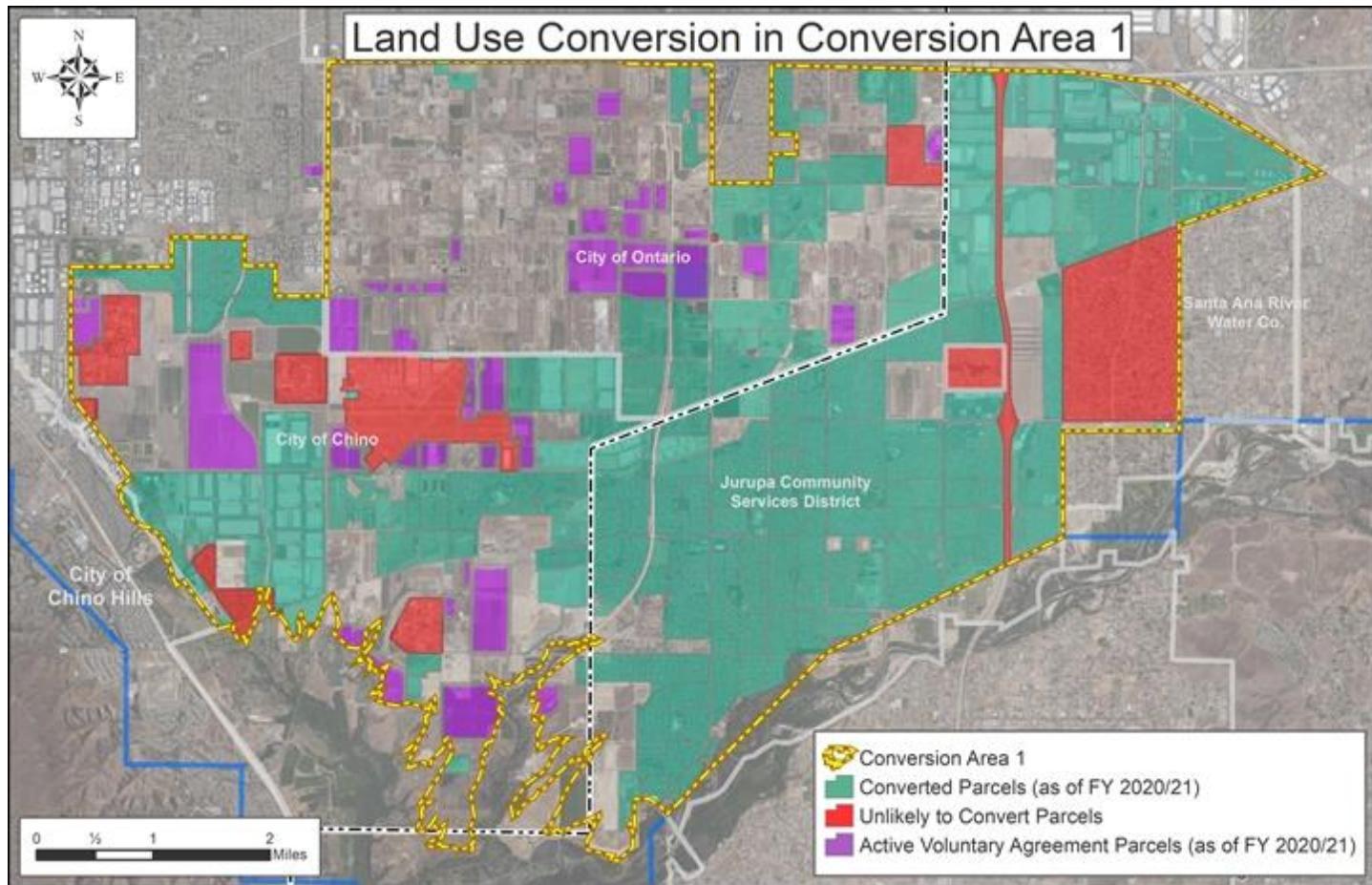
15C

15D

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15G



Notes:

In August 2020, 20 acres of eligible "Outside Conversion Area 1" parcels were transferred from City of Chino to Monte Vista Water District after it was realized that they are within MVWD's service area. This was accounted for in the previous Assessment Package; past years' credit was resolved through a water transaction in this year's Assessment Package (see page 23.1 for details).

**POOL 3****Assessment Year 2021-2022 (Production Year 2020-2021)**

Agricultural Pool Reallocation Summary

	% Share of Operating Safe Yield	Reallocation of Agricultural Pool Safe Yield			
		Safe Yield Reduction ¹	Land Use Conversions	Early Transfer	Total AG Pool Reallocation
BlueTriton Brands, Inc.	0.000%	0.0	0.0	0.0	0.0
CalMat Co. (Appropriative)	0.000%	0.0	0.0	0.0	0.0
Chino Hills, City Of	3.851%	346.6	1,278.0	793.3	2,417.9
Chino, City Of	7.357%	662.1	9,016.8	1,515.4	11,194.4
Cucamonga Valley Water District	6.601%	594.1	598.4	1,359.7	2,552.2
Desalter Authority	0.000%	0.0	0.0	0.0	0.0
Fontana Union Water Company	11.657%	1,049.1	0.0	2,401.2	3,450.3
Fontana Water Company	0.002%	0.2	834.0	0.4	834.6
Fontana, City Of	0.000%	0.0	0.0	0.0	0.0
Golden State Water Company	0.750%	67.5	0.0	154.5	222.0
Jurupa Community Services District	3.759%	338.3	15,215.4	774.3	16,328.0
Marygold Mutual Water Company	1.195%	107.6	0.0	246.2	353.7
Monte Vista Irrigation Company	1.234%	111.1	0.0	254.2	365.2
Monte Vista Water District	8.797%	791.7	105.6	1,812.1	2,709.4
NCL Co, LLC	0.000%	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	0.000%	0.0	0.0	0.0	0.0
Nicholson Family Trust	0.007%	0.6	0.0	1.4	2.1
Norco, City Of	0.368%	33.1	0.0	75.8	108.9
Ontario, City Of	20.742%	1,866.8	4,668.3	4,272.6	10,807.7
Pomona, City Of	20.454%	1,840.9	0.0	4,213.2	6,054.1
San Antonio Water Company	2.748%	247.3	0.0	566.1	813.4
San Bernardino, County of (Shooting Park)	0.000%	0.0	0.0	0.0	0.0
Santa Ana River Water Company	2.373%	213.6	0.0	488.8	702.4
Upland, City Of	5.202%	468.2	0.0	1,071.5	1,539.7
West End Consolidated Water Co	1.728%	155.5	0.0	355.9	511.5
West Valley Water District	1.175%	105.8	0.0	242.0	347.8
Agricultural Pool Safe Yield	82,800.0	100%	9,000.0	31,716.6	20,598.6
Agricultural Pool Production	(21,484.8)	16A	16B	16C	16D
Safe Yield Reduction ¹	(9,000.0)				16E
Land Use Conversions	(31,716.6)				
Early Transfer [16D]	20,598.6				

Notes:

¹ Paragraph 10, Subdivision (a)(1) of Exhibit "H" of the Judgment states "to supplement, in the particular year, water available from Operating Safe Yield to compensate for any reduction in the Safe Yield by reason of recalculation thereof after the tenth year of operation hereunder."



Assessment Year 2021-2022 (Production Year 2020-2021)

Cumulative Unmet Replenishment Obligation (CURO)

POOL 3

Remaining Replenishment Obligation:	AF
Appropriative - 100	0.0
Appropriative - 15/85	0.0
Non-Agricultural - 100	0.0
	0.0

Replenishment Rates	
2021 Rate	\$789.00
2020 Rate	\$767.00

Pool 3 Appropriative

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)	AF Production and Exchanges	85/15 Producers	Percent	15%	85%	100%	Total
BlueTriton Brands, Inc.	0.0	\$135.86	(\$135.86)	271.3	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	(\$135.86)	(\$135.86)
CalMat Co. (Appropriative)	0.0	\$0.00	\$0.00	0.0	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
Chino Hills, City Of	0.0	\$0.00	\$0.00	2,459.6	2,459.6	4.008%	\$0.40	\$0.00	XXXXXXXXXXXX	\$0.40
Chino, City Of	0.0	\$0.00	\$0.00	2,762.4	2,762.4	4.501%	\$0.45	\$0.00	XXXXXXXXXXXX	\$0.45
Cucamonga Valley Water District	0.0	\$0.01	(\$0.01)	5,725.7	5,725.7	9.330%	\$0.93	(\$0.01)	XXXXXXXXXXXX	\$0.92
Desalter Authority	0.0	\$0.00	\$0.00	40,114.5	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00
Fontana Union Water Company	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
Fontana Water Company	0.0	\$0.01	(\$0.01)	11,065.3	11,065.3	18.031%	\$1.80	(\$0.01)	XXXXXXXXXXXX	\$1.79
Fontana, City Of	0.0	\$0.00	\$0.00	0.0	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
Golden State Water Company	0.0	\$0.00	\$0.00	1,074.4	1,074.4	1.751%	\$0.18	\$0.00	XXXXXXXXXXXX	\$0.18
Jurupa Community Services District	0.0	\$0.00	\$0.00	10,609.9	10,609.9	17.289%	\$1.73	\$0.00	XXXXXXXXXXXX	\$1.73
Marygold Mutual Water Company	0.0	\$0.00	\$0.00	840.9	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
Monte Vista Irrigation Company	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
Monte Vista Water District	0.0	\$0.00	\$0.00	7,523.3	7,523.3	12.259%	\$1.23	\$0.00	XXXXXXXXXXXX	\$1.23
NCL Co, LLC	0.0	\$0.00	\$0.00	0.0	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
Niagara Bottling, LLC	0.0	(\$18,212.89)	\$18,212.89	1,751.7	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$18,212.89	\$18,212.89
Nicholson Family Trust	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
Norco, City Of	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
Ontario, City Of	0.0	\$0.01	(\$0.01)	17,171.1	17,171.1	27.981%	\$2.80	(\$0.01)	XXXXXXXXXXXX	\$2.79
Pomona, City Of	0.0	\$0.00	\$0.00	9,192.2	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
San Antonio Water Company	0.0	\$0.00	\$0.00	676.5	676.5	1.102%	\$0.11	\$0.00	XXXXXXXXXXXX	\$0.11
San Bernardino, County of (Shooting Park)	0.0	(\$66.72)	\$66.72	17.2	17.2	0.028%	\$0.00	\$56.71	XXXXXXXXXXXX	\$56.71
Santa Ana River Water Company	0.0	\$0.00	\$0.00	175.5	175.5	0.286%	\$0.03	\$0.00	XXXXXXXXXXXX	\$0.03
Upland, City Of	0.0	\$0.00	\$0.00	2,107.0	2,107.0	3.433%	\$0.34	\$0.00	XXXXXXXXXXXX	\$0.34
West End Consolidated Water Co	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
West Valley Water District	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
Pool 3 Appropriative Total	0.0	(\$18,143.72)	\$18,143.72	113,538.4	61,367.9	100.000%	\$10.00	\$56.68	\$18,077.03	\$18,143.71

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Notes:

1) The 2021 replenishment rate includes MWD's Full Service Untreated Tier 1 volumic cost of \$777/AF, a \$10/AF surcharge from Three Valleys Municipal Water District, and a \$2/AF connection fee from Orange County Water District.



Assessment Year 2021-2022 (Production Year 2020-2021)

Desalter Replenishment Accounting¹

POOL 3

Production Year	Desalter Production			Desalter (aka Kaiser) Account PIIA, 6.2 (a)(i)	Paragraph 31 Settlement Agreements Dedication ³ PIIA, 6.2(a)(ii)	"Leave Behind" Losses PIIA, 6.2(a)(iv)	Safe Yield Contributed by Parties PIIA, 6.2(a)(v)	Desalter Replenishment			Appropriative Pool DRO Contribution PIIA, 6.2(b)(ii)	Non-Ag OBMP Assessment (10% Haircut) ⁶ PIIA, 6.2(b)(i)	Remaining Desalter Replenishment Obligation ^{4,7} PIIA, 6.2(b)(iii)
	Pre-Peace II Desalter Production	Peace II Desalter Expansion Production ²	Total					Allocation to Pre-Peace II Desalters ^{4,8}	Allocation to All Desalters ⁵	Balance			
2000 / 2001	7,989.0	0.0	7,989.0	3,994.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3,994.5
2001 / 2002	9,457.8	0.0	9,457.8	4,728.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4,728.9
2002 / 2003	10,438.5	0.0	10,438.5	5,219.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5,219.3
2003 / 2004	10,605.0	0.0	10,605.0	5,302.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5,302.5
2004 / 2005	9,853.6	0.0	9,853.6	4,926.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4,926.8
2005 / 2006	16,475.8	0.0	16,475.8	11,579.1	0.0	0.0	0.0	0.0	0.0	400,000.0	0.0	0.0	4,896.7
2006 / 2007	26,356.2	0.0	26,356.2	608.4	4,273.1	0.0	0.0	21,474.7	0.0	378,525.3	0.0	0.0	0.0
2007 / 2008	26,972.1	0.0	26,972.1	0.0	0.0	0.0	0.0	26,972.1	0.0	351,553.2	0.0	0.0	0.0
2008 / 2009	32,920.5	0.0	32,920.5	0.0	0.0	0.0	0.0	61,989.1	0.0	289,564.1	0.0	0.0	(29,068.6)
2009 / 2010	28,516.7	0.0	28,516.7	0.0	0.0	0.0	0.0	28,516.7	0.0	261,047.4	0.0	0.0	0.0
2010 / 2011	29,318.7	0.0	29,318.7	0.0	0.0	0.0	0.0	29,318.7	0.0	231,728.7	0.0	0.0	0.0
2011 / 2012	28,378.9	0.0	28,378.9	0.0	0.0	0.0	0.0	28,378.9	0.0	203,349.7	0.0	0.0	0.0
2012 / 2013	27,061.7	0.0	27,061.7	0.0	0.0	0.0	0.0	27,061.7	0.0	176,288.1	0.0	0.0	0.0
2013 / 2014	29,228.0	14.6	29,242.6	0.0	0.0	0.0	0.0	0.0	12,500.0	163,788.1	10,000.0	0.0	6,742.6
2014 / 2015	29,541.3	448.7	29,990.0	0.0	0.0	0.0	0.0	0.0	12,500.0	151,288.1	10,000.0	0.0	7,490.0
2015 / 2016	27,008.8	1,154.1	28,162.9	0.0	0.0	0.0	0.0	0.0	12,500.0	138,788.1	10,000.0	0.0	5,662.9
2016 / 2017	26,725.6	1,527.2	28,252.8	0.0	0.0	0.0	0.0	0.0	12,500.0	126,288.1	10,000.0	735.0	5,017.8
2017 / 2018	28,589.8	1,462.5	30,052.3	0.0	0.0	0.0	0.0	0.0	12,500.0	113,788.1	10,000.0	735.0	6,817.3
2018 / 2019	25,502.9	5,696.3	31,199.2	0.0	0.0	0.0	0.0	0.0	12,500.0	101,288.1	10,000.0	735.0	7,964.2
2019 / 2020	27,593.6	8,003.4	35,597.1	0.0	0.0	0.0	0.0	0.0	12,500.0	88,788.1	10,000.0	735.0	12,362.0
2020 / 2021	31,944.8	8,169.7	40,114.5	0.0	0.0	0.0	0.0	0.0	12,500.0	76,288.1	10,000.0	735.0	16,879.4
2021 / 2022	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	12,500.0	63,788.1	10,000.0	735.0	16,765.0
2022 / 2023	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	12,500.0	51,288.1	10,000.0	735.0	16,765.0
2023 / 2024	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	12,500.0	38,788.1	10,000.0	735.0	16,765.0
2024 / 2025	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	12,500.0	26,288.1	10,000.0	735.0	16,765.0
2025 / 2026	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	5,000.0	21,288.1	10,000.0	735.0	24,265.0
2026 / 2027	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	5,000.0	16,288.1	10,000.0	735.0	24,265.0
2027 / 2028	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	5,000.0	11,288.1	10,000.0	735.0	24,265.0
2028 / 2029	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	5,000.0	6,288.1	10,000.0	735.0	24,265.0
2029 / 2030	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	5,000.0	1,288.1	10,000.0	735.0	24,265.0
	760,479.4	116,476.5	876,955.9	36,359.6	4,273.1	0.0	0.0	223,711.9	175,000.0		170,000.0	10,290.5	257,321.1

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Notes:

¹ Original table format and content: WEI, Response to Condition Subsequent Number 7, November 2008. Table has since been revised as a result of the March 15, 2019 Court Order.² Peace II Desalter Expansion was anticipated to have an annual production of approximately 10,000 AF.³ 3,956,877 acre-feet + 316,177 acre-feet added as Non-Ag dedicated stored water per Paragraph 31 Settlement Agreements. Per Agreements, the water is deemed to have been dedicated as of June 30, 2007.⁴ Six years of Desalter tracking (Production Year 2000-2001 through Production Year 2005/2006) may have incorrectly assumed that a significant portion of Desalter production was being offset by Desalter Induced Recharge. Condition Subsequent 7 included an adjustment of 29,070 AF against Desalter replenishment in Production Year 2008/2009.⁵ Pursuant to section 7.2(e)(ii) of the Peace II Agreement, the initial schedule for the Peace II Desalter Expansion controlled overdraft of 175,000 acre-feet had been amended to be allocated to Desalter replenishment over a 17-year period, beginning in 2013/14 and ending in 2029/30.⁶ For the first 10 years following the Peace II Agreement (2006/2007 through 2015/2016), the Non-Ag "10% Haircut" water is apportioned among the specific seven members of the Appropriative Pool, per PIIA 9.2(a). In the eleventh year and in each year thereafter, it is dedicated to Watermaster to further offset desalter replenishment. However, to the extent there is no remaining desalter replenishment obligation in any year after applying the offsets set forth in 6.2(a), it will be distributed pro rata among the members of the Appropriative Pool based upon each Producer's combined total share of OSY and the previous year's actual production.⁷ Per the Peace II Agreement, Section 6.2(b)(iii) (as amended by the March 15, 2019 Court Order), the Remaining Desalter Replenishment Obligation is to be assessed against the Appropriative Pool, pro-rata based on each Producer's combined total share of OSY and their Adjusted Physical Production.⁸ Due to the Re-Operation Schedule amendments in 2019, the Pre-Peace II Controlled Overdraft is left with a balance of 1,288.054 AF, which may be utilized at a later date to offset a future Desalter Replenishment Obligation.



Assessment Year 2021-2022 (Production Year 2020-2021)

Desalter Replenishment Obligation Contribution

	Percent of Operating Safe Yield	Land Use Conversions	Percent of Land Use Conversions	85% DROC Based on % OSY	15% DROC Based on % of LUC	Total DRO Contribution
BlueTriton Brands, Inc.	0.000%	0.0	0.000%	0.0	0.0	0.0
CalMat Co. (Appropriative)	0.000%	0.0	0.000%	0.0	0.0	0.0
Chino Hills, City Of	3.851%	1,278.0	4.029%	327.3	60.4	387.8
Chino, City Of	7.357%	9,016.8	28.429%	625.3	426.4	1,051.8
Cucamonga Valley Water District	6.601%	598.4	1.887%	561.1	28.3	589.4
Fontana Union Water Company	11.657%	0.0	0.000%	990.8	0.0	990.8
Fontana Water Company	0.002%	834.0	2.630%	0.2	39.4	39.6
Fontana, City Of	0.000%	0.0	0.000%	0.0	0.0	0.0
Golden State Water Company	0.750%	0.0	0.000%	63.8	0.0	63.8
Jurupa Community Services District	3.759%	15,215.4	47.973%	319.5	719.6	1,039.1
Marygold Mutual Water Company	1.195%	0.0	0.000%	101.6	0.0	101.6
Monte Vista Irrigation Company	1.234%	0.0	0.000%	104.9	0.0	104.9
Monte Vista Water District	8.797%	105.6	0.333%	747.7	5.0	752.7
NCL Co, LLC	0.000%	0.0	0.000%	0.0	0.0	0.0
Niagara Bottling, LLC	0.000%	0.0	0.000%	0.0	0.0	0.0
Nicholson Family Trust	0.007%	0.0	0.000%	0.6	0.0	0.6
Norco, City Of	0.368%	0.0	0.000%	31.3	0.0	31.3
Ontario, City Of	20.742%	4,668.3	14.719%	1,763.1	220.8	1,983.9
Pomona, City Of	20.454%	0.0	0.000%	1,738.6	0.0	1,738.6
San Antonio Water Company	2.748%	0.0	0.000%	233.6	0.0	233.6
San Bernardino, County of (Shooting Park)	0.000%	0.0	0.000%	0.0	0.0	0.0
Santa Ana River Water Company	2.373%	0.0	0.000%	201.7	0.0	201.7
Upland, City Of	5.202%	0.0	0.000%	442.2	0.0	442.2
West End Consolidated Water Co	1.728%	0.0	0.000%	146.9	0.0	146.9
West Valley Water District	1.175%	0.0	0.000%	99.9	0.0	99.9
	100.000%	31,716.6	100.000%	8,500.0	1,500.0	10,000.0

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Notes:

Section 6.2(b)(ii) of the Peace II Agreement as the amendment is shown in the March 15, 2019 Court Order states: "The members of the Appropriative Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among the Appropriative Pool members as follows: 1) 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool members; and 2) 15% of the total (1,500 afy) will be allocated according to each land use conversion agency's percentage of the total land use conversion claims. The formula is to be adjusted annually based on the actual land use conversion allocations of the year."



Assessment Year 2021-2022 (Production Year 2020-2021)

Remaining Desalter Replenishment Obligation (RDRO)

POOL 3

	Assigned Share of Operating Safe Yield	CALCULATING THE ADJUSTED PHYSICAL PRODUCTION						ALLOCATING THE RDRO		
		Physical Production	50% of Voluntary Agreements with Ag	Assignments with Non-Ag	Storage and Recovery Programs	Other Adjustments	Total Adjusted Physical Production	Total Production and OSY Basis (20A+20G)	Percentage (20H) / Sum(20H)	Total Remaining Desalter Replenishment Obligation
BlueTriton Brands, Inc.	0.0	271.3	0.0	0.0	0.0	0.0	271.3	271.3	0.231%	39.0
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.0
Chino Hills, City Of	1,572.5	2,528.6	(34.5)	0.0	0.0	0.0	2,494.1	4,066.6	3.461%	584.2
Chino, City Of	3,004.2	6,133.0	(1,649.0)	(72.6)	0.0	0.0	4,411.4	7,415.5	6.312%	1,065.4
Cucamonga Valley Water District	2,695.5	26,225.7	0.0	0.0	(20,500.0)	0.0	5,725.7	8,421.2	7.168%	1,209.8
Fontana Union Water Company	4,760.0	0.0	0.0	0.0	0.0	0.0	0.0	4,760.0	4.051%	683.9
Fontana Water Company	0.8	13,565.3	0.0	0.0	(2,500.0)	0.0	11,065.3	11,066.1	9.419%	1,589.8
Fontana, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.0
Golden State Water Company	306.3	1,074.4	0.0	0.0	0.0	0.0	1,074.4	1,380.6	1.175%	198.4
Jurupa Community Services District	1,535.0	11,160.9	0.0	(417.1)	0.0	(133.9)	10,609.9	12,144.9	10.337%	1,744.8
Marygold Mutual Water Company	488.0	840.9	0.0	0.0	0.0	0.0	840.9	1,328.9	1.131%	190.9
Monte Vista Irrigation Company	503.9	0.0	0.0	0.0	0.0	0.0	0.0	503.9	0.429%	72.4
Monte Vista Water District	3,592.2	7,674.4	(62.2)	(22.1)	0.0	(4.7)	7,585.5	11,177.6	9.514%	1,605.9
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.0
Niagara Bottling, LLC	0.0	1,751.7	0.0	0.0	0.0	0.0	1,751.7	1,751.7	1.491%	251.7
Nicholson Family Trust	2.9	0.0	0.0	0.0	0.0	0.0	0.0	2.9	0.002%	0.4
Norco, City Of	150.3	0.0	0.0	0.0	0.0	0.0	0.0	150.3	0.128%	21.6
Ontario, City Of	8,469.8	21,750.8	(1,485.7)	(1,608.4)	0.0	0.0	18,656.8	27,126.6	23.089%	3,897.2
Pomona, City Of	8,352.2	9,192.2	0.0	0.0	0.0	0.0	9,192.2	17,544.3	14.933%	2,520.6
San Antonio Water Company	1,122.1	676.5	0.0	0.0	0.0	0.0	676.5	1,798.6	1.531%	258.4
San Bernardino, County of (Shooting Park)	0.0	17.2	0.0	0.0	0.0	0.0	17.2	17.2	0.015%	2.5
Santa Ana River Water Company	969.0	0.0	0.0	0.0	0.0	175.5	175.5	1,144.5	0.974%	164.4
Upland, City Of	2,124.2	2,177.1	0.0	0.0	0.0	(70.1)	2,107.0	4,231.2	3.601%	607.9
West End Consolidated Water Co	705.6	0.0	0.0	0.0	0.0	0.0	0.0	705.6	0.601%	101.4
West Valley Water District	479.8	0.0	0.0	0.0	0.0	0.0	0.0	479.8	0.408%	68.9
	40,834.0	105,040.0	(3,231.3)	(2,120.2)	(23,000.0)	(33.2)	76,655.2	117,489.3	100.000%	16,879.4
	20A	20B	20C	20D	20E	20F	20G	20H	20I	20J

Notes:

Section 6.2(b)(iii) of the Peace II Agreement as the amendment is shown in the March 15, 2019 Court Order states: "A Replenishment Assessment against the Appropriative Pool for any remaining Desalter replenishment obligation after applying both 6(b)(i) and 6(b)(ii), allocated pro-rata to each Appropriative Pool member according to the combined total of the member's share of Operating Safe Yield and the member's Adjusted Physical Production."



Assessment Year 2021-2022 (Production Year 2020-2021)

POOL 3

Desalter Replenishment Summary

	Desalter Replenishment Obligation in AF			Total DRO Fulfillment Activity								Assessments	
	Desalter Replenishment Obligation Contribution	Remaining Desalter Replenishment Obligation	Total Desalter Replenishment Obligation	Transfer from Dedicated Replenishment Account	Transfer from Excess Carry Over Storage Account	Transfer from Recharged Recycled Storage Account	Transfer from Quantified Storage Account	Transfer from Post 7/1/2000 Storage Account	Replenishment Water Purchase	Total Transfers and Water Purchases	Residual DRO (AF)	Assessments Due On Residual DRO (\$)	
BlueTriton Brands, Inc.	0.0	(39.0)	(39.0)	32.1	6.9	0.0	0.0	0.0	0.0	39.0	0.0	0.00	
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Chino Hills, City Of	(387.8)	(584.2)	(972.0)	602.9	369.1	0.0	0.0	0.0	0.0	972.0	0.0	0.00	
Chino, City Of	(1,051.8)	(1,065.4)	(2,117.2)	0.0	2,117.2	0.0	0.0	0.0	0.0	2,117.2	0.0	0.00	
Cucamonga Valley Water District	(589.4)	(1,209.8)	(1,799.2)	952.5	846.7	0.0	0.0	0.0	0.0	1,799.2	0.0	0.00	
Fontana Union Water Company	(990.8)	(683.9)	(1,674.7)	1,674.7	0.0	0.0	0.0	0.0	0.0	1,674.7	0.0	0.00	
Fontana Water Company	(39.6)	(1,589.8)	(1,629.5)	469.0	1,160.5	0.0	0.0	0.0	0.0	1,629.5	0.0	0.00	
Fontana, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Golden State Water Company	(63.8)	(198.4)	(262.1)	0.0	262.1	0.0	0.0	0.0	0.0	262.1	0.0	0.00	
Jurupa Community Services District	(1,039.1)	(1,744.8)	(2,783.9)	0.0	2,783.9	0.0	0.0	0.0	0.0	2,783.9	0.0	0.00	
Marygold Mutual Water Company	(101.6)	(190.9)	(292.5)	0.0	0.0	0.0	292.5	0.0	0.0	292.5	0.0	0.00	
Monte Vista Irrigation Company	(104.9)	(72.4)	(177.3)	0.0	177.3	0.0	0.0	0.0	0.0	177.3	0.0	0.00	
Monte Vista Water District	(752.7)	(1,605.9)	(2,358.6)	0.0	1,490.1	713.2	0.0	155.4	0.0	2,358.6	0.0	0.00	
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Niagara Bottling, LLC	0.0	(251.7)	(251.7)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	(251.7)	198,558.16	
Nicholson Family Trust	(0.6)	(0.4)	(1.0)	0.0	1.0	0.0	0.0	0.0	0.0	1.0	0.0	0.00	
Norco, City Of	(31.3)	(21.6)	(52.9)	0.0	52.9	0.0	0.0	0.0	0.0	52.9	0.0	0.00	
Ontario, City Of	(1,983.9)	(3,897.2)	(5,881.1)	3,461.1	0.0	2,420.0	0.0	0.0	0.0	5,881.1	0.0	0.00	
Pomona, City Of	(1,738.6)	(2,520.6)	(4,259.1)	0.0	4,259.1	0.0	0.0	0.0	0.0	4,259.1	0.0	0.00	
San Antonio Water Company	(233.6)	(258.4)	(492.0)	281.8	0.0	0.0	0.0	210.2	0.0	492.0	0.0	0.00	
San Bernardino, County of (Shooting Park)	0.0	(2.5)	(2.5)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	(2.5)	1,946.46	
Santa Ana River Water Company	(201.7)	(164.4)	(366.1)	0.0	366.1	0.0	0.0	0.0	0.0	366.1	0.0	0.00	
Upland, City Of	(442.2)	(607.9)	(1,050.1)	171.2	878.8	0.0	0.0	0.0	0.0	1,050.1	0.0	0.00	
West End Consolidated Water Co	(146.9)	(101.4)	(248.3)	86.1	162.1	0.0	0.0	0.0	0.0	248.3	0.0	0.00	
West Valley Water District	(99.9)	(68.9)	(168.8)	0.0	168.8	0.0	0.0	0.0	0.0	168.8	0.0	0.00	
	(10,000.0)	(16,879.4)	(26,879.4)	7,731.4	15,102.7	3,133.2	292.5	365.5	0.0	26,625.3	(254.1)	200,504.62	
	21A	21B	21C	21D	21E	21F	21G	21H	21I	21J	21K	21L	

Notes:

- 1) California Speedway Corporation dedicated 32.1 AF from their ECO storage account to satisfy a portion of BlueTriton Brands, Inc.'s 2021/22 DRO pursuant to an Exhibit "G" Section 10 Form A.
- 2) City of Ontario (Non-Ag) dedicated 3,461.1 AF from their ECO storage account to satisfy a portion of City of Ontario's 2021/22 DRO pursuant to an Exhibit "G" Section 10 Form A.



Assessment Year 2021-2022 (Production Year 2020-2021)

ALL POOLS

Assessment Calculation - Projected (Includes "10% Judgment Administration and 15% OBMP & Program Elements 1-9 Operating Reserves")

	FY 2020/21 Budget ⁵	FY 2021/22 Budget	ASSESSMENT	APPROPRIATIVE POOL	AGRICULTURAL POOL	NON-AG POOL
PRODUCTION BASIS			95,348.464	69,918.990 73.330%	21,841.407 22.907%	3,588.067 3.763%
2019/2020 Production and Exchanges in Acre-Feet (Actuals)			98,806.120	73,423.920 74.311%	21,484.815 21.744%	3,897.385 3.944%
BUDGET				Judgment Administration OBMP & PE 1-9	Judgment Administration OBMP & PE 1-9	Judgment Administration OBMP & PE 1-9
Judgment Administration ^{2,3}	\$2,021,670	\$2,200,720	\$2,200,720	\$1,635,379	\$478,533	\$86,807
OBMP & Program Elements 1-9 ²	\$6,103,889	\$5,050,683	\$5,050,683	\$3,753,218	\$1,098,242	\$199,223
Judgment Administration, OBMP & PE 1-9 Assessments	\$8,125,559	\$7,251,403	\$7,251,403	\$1,635,379 \$3,753,218	\$478,533 \$1,098,242	\$86,807 \$199,223
TOTAL BUDGET			\$7,251,403	\$1,635,379 \$3,753,218	\$478,533 \$1,098,242	\$86,807 \$199,223
Less: Budgeted Interest Income	(\$130,813)	(\$106,125)	(\$106,125)	(\$78,863)	(\$23,076)	(\$4,186)
Less: Contributions from Outside Agencies	(\$176,203)	(\$177,430)	(\$177,430)	(\$131,850)	(\$38,581)	(\$6,999)
Subtotal: CASH DEMAND	\$7,818,543	\$6,967,848	\$6,967,848	\$1,635,379 \$3,542,505	\$478,533 \$1,036,584	\$86,807 \$188,038
Add: OPERATING RESERVE						
Judgment Administration (10%)	\$202,167	\$220,072	\$220,072	\$163,538	\$47,853	\$8,681
OBMP & PE 1-9 (15%)	\$915,583	\$757,602	\$757,602	\$562,982	\$164,736	\$29,883
Subtotal: OPERATING RESERVE	\$1,117,750	\$977,674	\$977,674	\$163,538 \$562,982	\$47,853 \$164,736	\$8,681 \$29,883
Less: Cash Balance on Hand Available for Assessments ⁴	(\$1,117,750)	(\$977,674)	(\$977,674)	(\$163,538) (\$562,982)	(\$47,853) (\$164,736)	(\$8,681) (\$29,883)
FUNDS REQUIRED TO BE ASSESSED	\$7,818,543	\$6,967,848	\$6,967,848	\$1,635,379 \$3,542,505	\$478,533 \$1,036,584	\$86,807 \$188,038
Proposed Assessments						
Judgment Administration, OBMP & PE 1-9 Assessments (Minimum \$5.00 Per Producer)		[A] Per Acre-Foot		\$22.27 \$48.25	\$22.27 \$48.25	\$22.27 \$48.25
Grand Total				\$70.52	\$70.52	\$70.52
Prior Year Assessments, (Actuals) Information Only		[B] Per Acre-Foot		\$21.20 \$60.80	\$21.20 \$60.80	\$21.20 \$60.80
Grand Total				\$82.00	\$82.00	\$82.00
Variance Between Proposed Assessments and Prior Year Assessments		[A] - [B]		\$1.07 (\$12.55)	\$1.07 (\$12.55)	\$1.07 (\$12.55)
Grand Total				(\$11.48)	(\$11.48)	(\$11.48)
Estimated Assessment as of "Amended" Budget July 22, 2021, Information Only				\$18.56 \$39.54	\$18.56 \$39.54	\$18.56 \$39.54
Grand Total				\$58.10	\$58.10	\$58.10

Notes:

¹ Due to the timing of when the Budget and the Assessment Package are prepared, actual production numbers on this page may differ from the Budget depending on any last minute corrections during the Assessment Package preparation process.

² Total costs are allocated to Pools by actual production percentages. Does not include Recharge Debt Payment, Recharge Improvement Projects, Replenishment Water Purchases, or RTS charges.

³ Judgment Administration excludes OAP, AP, and ONAP specific legal services, meeting compensation, or Special Funds. These items invoiced separately on the Assessment invoices.

⁴ June 30th fund balance (estimated) less funds required for Operating Reserves, Agricultural Pool Reserves, and Carryover replenishment obligations.

⁵ The previous fiscal year's budget numbers are from the previously approved Assessment Package and does not reflect numbers from any amended budget that may have followed.

**ALL POOLS****Assessment Year 2021-2022 (Production Year 2020-2021)**

Water Transaction Detail

Standard Transactions

To:	From:	Date of Submittal	Quantity	\$ / Acre Feet	Total \$	If 85/15 Rule Applies:		
						85%	15%	WM Pays
Cucamonga Valley Water District	West Valley Water District Storage Account	11/9/2020	1,000.0	528.50	528,500.00			
Fontana Water Company	Cucamonga Valley Water District Annual Account	2/16/2021	7,500.0	559.44	4,195,800.00	3,566,430.00	629,370.00	Fontana Water Company
	Nicholson Family Trust Annual Account	5/25/2021	6.5	559.44	3,636.36	3,090.91	545.45	Fontana Water Company
Monte Vista Water District	Chino, City Of Storage Account	9/17/2020	500.0	0.00	0.00			
<i>One time correction for Land Use Conversion error.</i>								
			9,006.5		4,727,936.36	3,569,520.91	629,915.45	

Total 15% Credits from all Transactions: \$629,915.45

**Assessment Year 2021-2022 (Production Year 2020-2021)**

Water Transaction Detail

Applied Recurring Transactions:

From:	To:	Quantity	\$ / Acre Feet	
Fontana Union Water Company Annual Account - Assigned Share of Operating Safe Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC Share of Safe Yield to CVWD.
Fontana Union Water Company Annual Account - Stormwater New Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC New Yield to CVWD.
Fontana Union Water Company Annual Account - Diff - Potential vs. Net	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC Ag Pool Reallocation Difference (Potential vs. Net) to CVWD.
Fontana Union Water Company Annual Account - Transfer (To) / From	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC water transfer rights to CVWD.
Fontana Union Water Company Annual Account - Assigned Rights	Cucamonga Valley Water District Annual Account - Assigned Rights	All	0.00	Transfer FUWC water transfer rights to CVWD.
Fontana Union Water Company Annual Account - Total AG SY Reallocation	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC Total Ag SY to CVWD.
Fontana Union Water Company Annual Account - Desalter Replenishment Obligation	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer of FUWC DRO



Assessment Year 2021-2022 (Production Year 2020-2021)

Analysis of the 85/15 Rule Application to Water Transfers

To	(Over)/Under Production Excluding Water Transfer(s)	From	Date of Submittal	Transfer Quantity	Is Buyer an 85/15 Party?	Is Transfer Being Placed into Annual Account?	Is Purpose of Transfer to Utilize SAWCO or West End Shares?	Amount of Transfer Eligible for 85/15 Rule
Cucamonga Valley Water District	7,654.0	West Valley Water District Storage Account	11/9/2020	1,000.0	Yes	Yes	No	0.0
Fontana Water Company	(10,229.0)	Cucamonga Valley Water District Annual Account	2/16/2021	7,500.0	Yes	Yes	No	7,500.0
		Nicholson Family Trust Annual Account	5/25/2021	6.5	Yes	Yes	No	6.5
Monte Vista Water District	2,722.3	Chino, City Of Storage Account	9/17/2020	500.0	Yes	Yes	No	0.0

One time correction for Land Use Conversion error.

**ALL POOLS****Assessment Year 2021-2022 (Production Year 2020-2021)**

Watermaster Replenishment Calculation

Cost of Replenishment Water per acre foot:

Watermaster Replenishment Cost	\$777.00
Projected Spreading - OCWD Connection Fee	\$2.00
Projected Spreading - Delivery Surcharge	\$10.00
Pre-purchased Credit	\$0.00
Total Replenishment Cost per acre foot (see footnote)	\$789.00

Replenishment Obligation:	AF @ \$789.00	15%	85%	Total
Appropriative - 100	1,751.7			\$1,382,063.69
Appropriative - 15/85	17.2	\$2,032.42	\$11,517.07	\$13,549.50
Non-Agricultural - 100	54.8			\$43,269.55
	1,823.7			\$1,438,882.73

Company	AF Production and Exchanges	85/15 Producers	Percent of Total 85/15 Producers	15% Replenishment Assessment	15% Water Transaction Debits
BlueTriton Brands, Inc.	271.3			-	-
CalMat Co. (Appropriative)	0.0			-	-
Chino Hills, City Of	2,459.6	2,459.6	4.008%	\$81.46	\$25,247.02
Chino, City Of	2,762.4	2,762.4	4.501%	\$91.49	\$28,354.64
Cucamonga Valley Water District	5,725.7	5,725.7	9.330%	\$189.63	\$58,771.84
Desalter Authority	40,114.5			-	-
Fontana Union Water Company	0.0	0.0	0.000%	-	\$0.00
Fontana Water Company	11,065.3	11,065.3	18.031%	\$366.47	\$113,580.68
Fontana, City Of	0.0			-	-
Golden State Water Company	1,074.4	1,074.4	1.751%	\$35.58	\$11,028.12
Jurupa Community Services District	10,609.9	10,609.9	17.289%	\$351.39	\$108,906.10
Marygold Mutual Water Company	840.9			-	-
Monte Vista Irrigation Company	0.0	0.0	0.000%	-	\$0.00
Monte Vista Water District	7,523.3	7,523.3	12.259%	\$249.16	\$77,223.33
NCL Co, LLC	0.0			-	-
Niagara Bottling, LLC	1,751.7			-	-
Nicholson Family Trust	0.0	0.0	0.000%	-	\$0.00
Norco, City Of	0.0	0.0	0.000%	-	\$0.00
Ontario, City Of	17,171.1	17,171.1	27.981%	\$568.68	\$176,254.23
Pomona, City Of	9,192.2			-	-
San Antonio Water Company	676.5	676.5	1.102%	\$22.41	\$6,944.27
San Bernardino, County of (Shooting Park)	17.2	17.2	0.028%	\$0.57	\$176.27
Santa Ana River Water Company	175.5	175.5	0.286%	\$5.81	\$1,801.41
Upland, City Of	2,107.0	2,107.0	3.433%	\$69.78	\$21,627.56
West End Consolidated Water Co	0.0	0.0	0.000%	-	\$0.00
West Valley Water District	0.0	0.0	0.000%	-	\$0.00

** Fee assessment total is 15% of Appropriative 15/85 replenishment obligation

Notes: The 2021 rate includes a \$10 surcharge from Three Valleys Municipal Water District.

Transfers to
8G

Transfers to
8K



Assessment Year 2021-2022 (Production Year 2020-2021)

Readiness to Serve (RTS) Charges

ALL POOLS

Total Water Purchased: 6,912.9 AF

Total RTS Charge: \$35,030.19 (\$5.07/AF)

RO = Replenishment Obligation
 DRO = Desalter Replenishment Obligation
 yyyyymmdd = Order #

Appropriative or Non-Agricultural Pool Party	FY 2016/2017 Water Purchases												FY 2017/2018 Water Purchase												TOTAL RTS CHARGES	
	Purchased Water in AF						2015/16 Prod & Exch From 85/15 Producers						Year 4 RTS Charges						Purchased Water in AF						TOTAL RTS CHARGES	
	20160623		20161216		20170418		85/15 Breakdown			Acre-Feet	Percent	15%	85%	100%	20171211		2016/17 Prod & Exch From 85/15 Producers			Acre-Feet	Percent	15%	85%	100%		
Appropriative or Non-Agricultural Pool Party	RO	DRO	DRO	RO	AF @ 100%	AF @ 85/15	AF Total					\$0.76	\$4.31	\$5.07	RO	DRO										
BlueTriton Brands, Inc.	1,135.3	8.9	4.0	335.7	1,483.8	0.0	1,483.8	0.0	0.000%	0.00	0.00	7,518.68	0.1	0.0	0.0	0.000%	0.00	0.00	0.46	7,519.14						
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00						
Chino Hills, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.009%	0.74	0.00	0.00	0.0	0.0	0.0	3.002%	0.30	0.00	0.00	1.04						
Chino, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.543%	0.05	0.00	0.00	0.05						
Cucamonga Valley Water District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	26.648%	9.77	0.00	0.00	0.0	0.0	0.0	23.104%	2.32	0.00	0.00	12.09						
Fontana Union Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00						
Fontana Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	19.877%	7.29	0.00	0.00	0.0	0.0	0.0	18.484%	1.86	0.00	0.00	9.15						
Fontana, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00						
Golden State Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.048%	0.38	0.00	0.00	0.0	0.0	0.0	1.186%	0.12	0.00	0.00	0.50						
Jurupa Community Services District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	11.618%	4.26	0.00	0.00	0.0	0.0	0.0	15.377%	1.55	0.00	0.00	5.81						
Marygold Mutual Water Company	78.7	51.9	20.3	0.0	150.9	0.0	150.9	0.0	0.000%	0.00	0.00	764.52	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	764.52						
Monte Vista Irrigation Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00						
Monte Vista Water District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.646%	3.90	0.00	0.00	0.0	0.0	0.0	9.577%	0.96	0.00	0.00	4.87						
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00						
Niagara Bottling, LLC	2,567.5	35.5	0.0	1,174.3	3,777.3	0.0	3,777.3	0.0	0.000%	0.00	0.00	19,141.00	946.1	0.0	0.0	0.000%	0.00	0.00	0.00	4,794.00	23,935.00					
Nicholson Family Trust	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00						
Norco, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00						
Ontario, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	23.429%	8.59	0.00	0.00	0.0	0.0	0.0	26.463%	2.66	0.00	0.00	11.25						
Pomona, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00						
San Antonio Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.338%	0.49	0.00	0.00	0.0	0.0	0.0	0.750%	0.08	0.00	0.00	0.57						
San Bernardino, County of (Shooting Park)	38.8	0.3	0.1	9.4	0.4	48.2	48.6	9.4	0.012%	0.00	207.75	2.02	13.2	0.8	13.0	0.018%	0.00	57.02	4.01	270.81						
Santa Ana River Water Company	0.0	48.0	23.7	0.0	71.7	0.0	71.7	0.0	0.000%	0.00	0.00	363.24	0.0	118.7	0.0	0.000%	0.00	0.00	601.32	964.56						
Upland, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.375%	1.24	0.00	0.00	0.0	0.0	0.0	1.495%	0.15	0.00	0.00	1.39						
West End Consolidated Water Co	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00						
West Valley Water District	0.0	23.5	11.8	0.0	35.3	0.0	35.3	0.0	0.000%	0.00	0.00	178.63	0.0	58.8	0.0	0.000%	0.00	0.00	0.00	297.72	476.35					
9W Halo Western OpCo L.P.	62.2	0.0	0.0	10.6	72.9	0.0	72.9	0.0	0.000%	0.00	0.00	369.27	3.0	0.0	0.0	0.000%	0.00	0.00	0.00	15.34	384.62					
ANG II (Multi) LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00						
Aqua Capital Management LP	57.5	0.0	0.0	0.0	57.5	0.0	57.5	0.0	0.000%</td																	

**Assessment Year 2021-2022 (Production Year 2020-2021)****Assessment Package Notes**

Page	Note
All (a)	A change in a Party's name will be reflected in the Assessment Package for the production year in which the name change occurred. For example, if a Party changed its name on June 30, 2021, it will be reflected in the FY 2021/2022 Assessment Package (for Production Year 2020/2021). Additionally, if a Party changed its name on July 1, 2021, it will be reflected in the FY 2022/2023 Assessment Package (for Production Year 2021/2022).
All (b)	To avoid the possibility of being mistakenly identified as one of other similarly named organizations, the Chino Basin Desalter Authority is referred to as Desalter Authority.
pg01	"Agricultural Total Pool Production" includes Voluntary Agreements between Appropriators and Agricultural Pool Parties.
pg04 (a)	Transfers in Column [4E] include the annual transfer of 10% of the Non-Ag Safe Yield to be utilized to offset the overall Desalter Replenishment Obligation in accordance with the Peace II Agreement Section 6.2, and also the Exhibit "G" physical solution.
pg04 (b)	Column [4H], "Actual Fiscal Year Production," includes physical production and Assignments between Appropriators and Non-Ag Pool Parties.
pg04 (c)	"Net Over Production" does not include evaporative loss. Additional water will be purchased in order to adequately cover evaporative losses. The rates are 1.5% from November through March, 4.2% from April through October.
pg05 (a)	Hydraulic Control was achieved on February 1, 2016. Pursuant to Paragraph 7.4(b) of the Peace II Agreement, Storage Loss is now calculated at 0.07%.
pg05 (b)	When applicable, Column [5C] includes the Exhibit "G" physical solution transfers to the Appropriative Pool.
pg06	Transfers in Column [6C] is the annual transfer of 10 percent of the Non-Ag Safe Yield to be utilized to offset the overall Desalter Replenishment Obligation in accordance with the Peace II Agreement Section 6.2.
pg07 (a)	The financial Outstanding Obligations are reconciled on pages 7.1 and 17.1.
pg07 (b)	Fund Balance is maintained on a spreadsheet by Watermaster.
pg07 (c)	Outstanding Obligation (\$) is calculated by multiplying Outstanding Obligation (AF) by the current rate, reduced by the Fund Balance (\$).
pg07 (d)	Fund Balance is the money collected by Watermaster, Outstanding Obligation (\$) is the money owed by the Parties or credited to the Parties.
pg08 (a)	Recharge Debt Payment expenses [8O] and Recharge Improvement Project expenses [8P] are each allocated on % OSY, based on the approved budget.
pg08 (b)	Pursuant to Paragraph 5.4(b) of the Peace Agreement, the City of Pomona shall be allowed a credit of up to \$2 million against OBMP Assessments through 2030. This equates to \$66,667 per year. TVMWD elected to discontinue payment of the "Pomona Credit," effective FY 2012/2013. It is now paid by the Appropriative Pool Parties, allocated on % OSY (Column [8N]).
pg09 (a)	Other Adjustments [9D] include water provided to another Appropriator, pump-to-waste that has been captured in a recharge basin (as verified by IEUA), and other miscellaneous recharge / injection of native water.
pg09 (b)	Evaporative Losses will be applied to recharged water from Pump-to-Waste activities beginning in October 2017. (Evaporative Loss Rates: 1.5% Nov - Mar; 4.2% Apr - Oct)
pg10 (a)	The Restated Judgment allowed an accumulated overdraft of 200,000 AF over 40 years. The total Operating Safe Yield is now 40,834 AF, allocated by percentage of Operating Safe Yield.
pg10 (b)	Column [10I], "Actual Fiscal Year Production," includes physical production, Voluntary Agreements, Assignments, and, if applicable, other adjustments. A detailed breakdown can be found on Page 9.1.
pg10 (c)	"Net Over Production" does not include evaporative loss. Additional water will be purchased in order to adequately cover evaporative losses. The rates are 1.5% from November through March, 4.2% from April through October.

**Assessment Year 2021-2022 (Production Year 2020-2021)****Assessment Package Notes**

Page	Note
pg11 (a)	The Assessment Package database is set up so that all water must go through the Party Annual Accounts on the way to or from ECO Storage Accounts, and through the ECO Storage Accounts on the way to or from Supplemental Storage Accounts (does not apply to water dedicated to offset the Desalter Replenishment Obligation).
pg11 (b)	Column [11C] includes transfers to the Desalter Replenishment Obligation.
pg12 (a)	The Assessment Package database is set up so that all water must go through the Party Annual Accounts on the way to or from ECO Storage Accounts, and through the ECO Storage Accounts on the way to or from Supplemental Storage Accounts (does not apply to water dedicated to offset the Desalter Replenishment Obligation).
pg12 (b)	Columns [12C], [12H], and [12M] include transfers to the Desalter Replenishment Obligation.
pg12 (c)	The first 3,000 AF of City of Fontana's recharged recycled water transfers to the City of Ontario, and all of the City of Montclair's recharged recycled water transfers to MVWD.
pg13 (a)	"Re-Operation Offset: Pre-Peace II Desalters" had an original beginning balance of 225,000.000 AF. The 29,070 AF correction required by Condition Subsequent 7 is included. (See Page 18.1)
pg13 (b)	"Re-Operation Offset: Peace II Expansion" had an original beginning balance of 175,000.000 AF. It will now be allocated to Desalter replenishment over a 17-year period, beginning in 2013/14 and ending in 2029/30, according to a schedule. (See Page 18.1)
pg13 (c)	There is no loss assessed on the native Basin water allocated to offset Desalter production as a result of Basin Reoperation as approved in the Peace II Agreement.
pg13 (d)	"Non-Ag Dedication" was used in a prior Assessment Package to indicate the Paragraph 31 Settlement Agreements Dedication.
pg13 (e)	The "Non-Ag" OBMP Special Assessment", also referred to as the "10% Haircut", will indicate the movement of water when it is being utilized to further offset the Desalter Replenishment Obligation. See [18L] on Page 18.1.
pg13 (f)	Columns [13C] and [13D] under "Dedicated Replenishment" include transfers of water from an Annual Account to DRO resulting from Party to Party transfers such as those executed with the Exhibit "G" Form A.
pg14	Transfers in Column [14A] include annual water transfers/leases between Appropriators and/or from Appropriators to Watermaster for replenishment purposes, and also the Exhibit "G" physical solution transfers from the Non-Ag Pool.
pg15 (a)	Most of the remaining eligible parcels for Land Use Conversion are within the Conversion Area 1 boundary.
pg15 (b)	"Unlikely to Convert Parcels" regardless of eligibility are not likely to convert due to pre-existing land use. Eligibility will be determined on a case by case basis.
pg16	Beginning with the 2015/16 Assessment Package, the Agricultural Pool Safe Yield Reallocation is now being calculated with a new formula in accordance with the March 15, 2019 Court Order.
pg17 (a)	The financial Outstanding Obligations are reconciled on pages 7.1 and 17.1.
pg17 (b)	Fund Balance is maintained on a spreadsheet by Watermaster.
pg17 (c)	Outstanding Obligation is calculated by multiplying Outstanding Obligation (AF) by the current rate, reduced by the Fund Balance.
pg17 (d)	Fund Balance is the money collected by Watermaster, Outstanding Obligation (\$) is the money owed by the Parties or credited to the Parties.
pg21 (a)	Any balance in a Dedicated Replenishment Account is utilized first to satisfy new or carried over Desalter Replenishment Obligation beginning with the fiscal year such water was made available. The balance, if any, can be found on page 13.1.
pg21 (b)	Due to an agreement between CVWD and FUWC, all of FUWC's rights are automatically transferred to CVWD. A recurring transaction was created so that a portion of that water gets returned to FUWC to satisfy their DRO.

**Assessment Year 2021-2022 (Production Year 2020-2021)****Assessment Package Notes**

Page	Note
pg22	The table on this page is a replica of the table found in the Watermaster Budget.
pg24	The column titled "(Over)/Under Production Excluding Water Transfer(s)" excludes Exhibit "G" water sales and water transfers between Appropriators and to Watermaster (if any). ([10B] + [10C] + [10D] + [10E] + [14B] - [10K])
pg25 (a)	The "15% Water Transaction Debits" total is the "Total 15% Credits from all Transaction" from Page 23.1.
pg25 (b)	"Replenishment Obligation" does not include evaporative loss. Additional water will be purchased in order to adequately cover evaporative losses. The rates are 1.5% from November through March, 4.2% from April through October.
pg26 (a)	Beginning with fiscal year 2016/17, water purchased through the IEUA will be charged with an annual RTS fee over a ten year period commencing two years after the initial purchase. This fee will vary year to year based on a ten-year rolling average.
pg26 (b)	RTS will be allocated based on the total RTS charge for the year and not on the calculated cost per acre-foot.



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Package References and Definitions

Column	Title	Description
2A	AF Production	Actual fiscal year production by each Party. Copied from [4H].
2B	Non-Agricultural Pool - AF/Admin	Production [2A] <times> per acre-foot Admin fee.
2C	Non-Agricultural Pool - AF/OBMP	Production [2A] <times> per acre-foot OBMP fee.
2D	Replenishment Assessments - AF Exceeding Annual Right	Over-production for each Party beyond their annual production right. Copied from [4I].
2E	Replenishment Assessments - \$767 Per AF	Amount overproduced [2D] <times> the current replenishment rate.
2F	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 7.1.
2G	RTS Charges	Annual Readiness to Serve charges for water purchased in prior years.
2H	Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
2I	Total Assessments Due	Total fees assessed based on Party production. [2B] + [2C] + [2E] + [2F] + [2G] + [2H].
3A	Physical Production	Fiscal year physical production by each Party.
3B	Assignments	Total of water received from an Appropiator by each Party.
3C	Other Adjustments	Any other adjustments that result in off-set of the fiscal year's production.
3D	Actual FY Production (Assmnt Pkg Column 4H)	Total adjusted production for the fiscal year. Also known as Assessable Production. [3A] + [3B] + [3C].
4A	Percent of Safe Yield	The Party's yearly percentage of Safe Yield.
4B	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
4C	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
4D	Assigned Share of Safe Yield (AF)	The Party's yearly volume of Safe Yield.
4E	Water Transaction Activity	Total of one-time water transfers between Parties for this period, including the annual transfer of 10 percent of the Non-Ag Safe Yield to be utilized to offset the overall Desalter Replenishment Obligation, as stated in the Peace II Agreement, and Exhibit G.
4F	Other Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
4G	Annual Production Right	Current Year Production Right. [4B] + [4C] + [4D] + [4E] + [4F].



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Package References and Definitions

Column	Title	Description
4H	Actual Fiscal Year Production	Fiscal year production, including Assignments, from CBWM's production system (as verified by each Party on their Water Activity Report). Also known as Assessable Production.
4I	Net Over Production	Over-production, if any, for each Party beyond their annual production right. [4H] <minus> [4G], equaling more than zero.
4J	Under Production Balances - Total Under-Produced	Production rights [4G] <minus> production [4H], equaling more than zero.
4K	Under Production Balances - Carryover: Next Year Begin Bal	Either total under-produced [4J] or share of Safe Yield [4D], whichever is less.
4L	Under Production Balances - To Excess Carryover Account	Total under-produced [4J] <minus> Carryover to next year [4K], equaling more than zero.
5A	Local Excess Carry Over Storage Account (ECO) - Beginning Balance	The beginning balance in each ECO account. This number will carry forward from the ending balance in the previous period Assessment Package.
5B	Local Excess Carry Over Storage Account (ECO) - 0.07% Storage Loss	Beginning balance [5A] <times> -0.0007.
5C	Local Excess Carry Over Storage Account (ECO) - Transfers To / (From)	Total of water transferred to and from the ECO Account.
5D	Local Excess Carry Over Storage Account (ECO) - From Under-Production	Total of water transferred from the Annual Account due to under production. Copied from [4L].
5E	Local Excess Carry Over Storage Account (ECO) - Ending Balance	The current balance in each ECO account. [5A] + [5B] + [5C] + [5D].
5F	Local Supplemental Storage Account - Beginning Balance	The beginning balance in each Supplemental Account. This number will carry forward from the ending balance in the previous period Assessment Package.
5G	Local Supplemental Storage Account - 0.07% Storage Loss	Beginning balance [5F] <times> -0.0007.
5H	Local Supplemental Storage Account - Transfers To / (From)	Total of water transferred to and from the Annual and/or ECO Account.
5I	Local Supplemental Storage Account - Ending Balance	The current balance in each Supplemental Account. [5F] + [5G] + [5H].
5J	Combined - Ending Balance	The combined amount in all local storage accounts. [5E] + [5I].
6A	Percent of Safe Yield	The Party's yearly percentage of Operating Safe Yield.
6B	Assigned Share of Safe Yield (AF)	The Party's yearly volume of Operating Safe Yield.
6C	Water Transactions - 10% of Operating Safe Yield ("Haircut")	Operating Safe Yield [6B] <times> -0.1
6D	Water Transactions - Transfers (To) / From ECO Account	Total of water transferred between the Annual Account and ECO Account.
6E	Water Transactions - General Transfers / Exhibit G Water Sales	Total of water transfers between Parties for this period including Exhibit G Water Sales.
6F	Water Transactions - Total Water Transactions	Total water transactions. [6C] + [6D] + [6E]. This column is used to populate [4E].



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Package References and Definitions

Column	Title	Description
7A	Outstanding Obligation (AF)	The amount of obligation carried over from prior Assessment Package(s) that were not met due to various reason, including but not limited to MWD not having replenishment water available to purchase.
7B	Fund Balance (\$)	The amount of money collected or owed for replenishment assessments from prior Assessment Package(s).
7C	Outstanding Obligation (\$)	The amount of money that each Party owes or is credited based on current replenishment rate. [7A] <times> [CURRENT RATE] <minus> [7B].
8A	AF Production and Exchanges	Total production and exchanges. Copied from [10K].
8B	Appropriative Pool - AF/Admin	Production and Exchanges [8A] <times> per acre-foot Admin fee.
8C	Appropriative Pool - AF/OBMP	Production and Exchanges [8A] <times> per acre-foot OBMP fee.
8D	Ag Pool SY Reallocation - AF Total Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [10E] and [16E].
8E	Ag Pool SY Reallocation - AF/Admin	Party Ag Pool reallocation [8D] <divided by> Total Ag Pool Reallocation [8D Total] <times> total dollar amount needed for Ag Pool Administration.
8F	Ag Pool SY Reallocation - AF/OBMP	Party Ag Pool reallocation [8D] <divided by> Total Ag Pool Reallocation [8D Total] <times> total dollar amount needed for Ag Pool OBMP.
8G	Replenishment Assessments - AF/15%	For Parties participating in the 85/15 Rule: Percentage of total 85/15 participant production <times> required credit amount. Copied from Page 25.1.
8H	Replenishment Assessments - AF/85%	For parties participating in the 85/15 Rule: Total volume overproduced [10L] <times> 85% of the replenishment rate.
8I	Replenishment Assessments - AF/100%	For parties not participating in the 85/15 Rule: Total volume overproduced [10M] <times> 100% of the replenishment rate.
8J	85/15 Water Transaction Activity - 15% Producer Credits	For parties participating in the 85/15 Rule: Credit amount equals 15% of the cost of the water purchased. Total to be credited copied from Page 23.1.
8K	85/15 Water Transaction Activity - 15% Pro-rated Debits	For parties participating in the 85/15 Rule: Percentage of total 85/15 participant production <times> required credit amount. Copied from Page 25.1.
8L	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 17.1.
8M	ASSESSMENTS DUE - Total Production Based	Total fees assessed based on Party production. [8B] + [8C] + [8E] + [8F] + [8G] + [8H] + [8I] + [8J] + [8K] + [8L].
8N	ASSESSMENTS DUE - Pomona Credit	Debit amount to Pomona <times> -1 <times> percent share of Operating Safe Yield [10A].
8O	ASSESSMENTS DUE - Recharge Debt Payment	Total recharge debt payment <times> percent share of Operating Safe Yield [10A].
8P	ASSESSMENTS DUE - Recharge Improvement Project	Total Recharge Improvement Project <times> Percent Share of Operating Safe Yield [10A].



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Package References and Definitions

Column	Title	Description
8Q	ASSESSMENTS DUE - RTS Charges	Annual Readiness to Serve charges for water purchased in prior years.
8R	ASSESSMENTS DUE - Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
8S	ASSESSMENTS DUE - DRO	Total assessments due for Desalter Replenishment. Copied from [21L].
8T	ASSESSMENTS DUE - Total Due	Total assessments. $[8M] + [8N] + [8O] + [8P] + [8Q] + [8R] + [8S]$.
9A	Physical Production	Fiscal year physical production by each Party.
9B	Voluntary Agreements (w / Ag)	Total of water provided to Agricultural Pool Parties.
9C	Assignments (w / Non-Ag)	Total of water provided to Non-Agricultural Pool Parties.
9D	Other Adjustments	Total of water received from, or provided to, another Appropriator. Also includes production off-sets.
9E	Actual FY Production (Assmnt Pkg Column 10I)	Total adjusted production for the fiscal year. $[9A] + [9B] + [9C] + [9D]$.
10A	Percent of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield.
10B	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
10C	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
10D	Assigned Share of Operating Safe Yield	The Party's yearly volume of Operating Safe Yield.
10E	Net Ag Pool Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [16E]. The calculations that lead to this are made on Page 16.1.
10F	Water Transaction Activity	Water transactions. Copied from [14E]. The calculations that lead to this are made on Page 14.1.
10G	Other Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
10H	Annual Production Right	Current Year Production Right. $[10B] + [10C] + [10D] + [10E] + [10F] + [10G]$.
10I	Actual Fiscal Year Production	Fiscal year production, including Assignments and Voluntary Agreements, from CBWM's production system (as verified by each Party on their Water Activity Report). Includes a sub note subtracting Desalter production.
10J	Storage and Recover Program(s)	Total exchanges for the period (July 1 - June 30) including MZ1 forbearance and DYY deliveries (as reported to CBWM by IEUA and TVMWD and as verified by each Party on their Water Activity Report). A DYY in-lieu "put" is shown as a positive number and a DYY "take is shown as a negative number.
10K	Total Production and Exchanges	Actual production [10I] <plus> Storage and Recovery exchanges [10J]. Includes a sub note subtracting Desalter production. Also known as Assessable Production.



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Package References and Definitions

Column	Title	Description
10L	Net Over-Production - 85/15%	For 85/15 Rule participants: Production rights [10H] <minus> total production and exchanges [10K], equaling less than zero.
10M	Net Over-Production - 100%	For non-85/15 Rule participants: Production rights [10H] <minus> total production and exchanges [10K], equaling less than zero. Includes a sub note subtracting Desalter production.
10N	Under Production Balances - Total Under-Produced	Production rights [10H] <minus> total production and exchanges [10K], equaling more than zero.
10O	Under Production Balances - Carryover: Next Year Begin Bal	Either total under-produced [10N] or share of Operating Safe Yield [10D], whichever is less.
10P	Under Production Balances - To Excess Carryover Account	Total under produced [10N] <minus> Carryover to next year [10O], equaling more than zero.
11A	Excess Carry Over Account (ECO) - Beginning Balance	The beginning balance in each ECO account. This carries forward from the ending balance in the previous period Assessment Package.
11B	Excess Carry Over Account (ECO) - 0.07% Storage Loss	Beginning balance [11A] <times> -0.0007.
11C	Excess Carry Over Account (ECO) - Transfers To / (From)	Total of water transferred to and from ECO and the Annual Account. Also includes Desalter Replenishment Obligation transfers.
11D	Excess Carry Over Account (ECO) - From Supplemental Storage	Total of water transferred to and from Local Supplemental Storage accounts, as shown on Page 12.1.
11E	Excess Carry Over Account (ECO) - From Under-Production	Total of water transferred from the Annual Account due to under production. Copied from [10P].
11F	Excess Carry Over Account (ECO) - Ending Balance	The current balance in each ECO account. [11A] + [11B] + [11C] + [11D] + [11E].
12A	Recharged Recycled Account - Beginning Balance	The beginning balance in each Recharged Recycled Account. This number carries forward from the ending balance in the previous period Assessment Package.
12B	Recharged Recycled Account - 0.07% Storage Loss	Beginning balance [12A] <times> -0.0007.
12C	Recharged Recycled Account - Transfers To / (From)	Total recharged recycled water credited to each Party for the year, as provided by IEUA. Also includes Desalter Replenishment Obligation transfers.
12D	Recharged Recycled Account - Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 11.1.
12E	Recharged Recycled Account - Ending Balance	The current balance in each Recharged Recycled account. [12A] + [12B] + [12C] + [12D].
12F	Quantified (Pre 7/1/2000) Account - Beginning Balance	The beginning balance in each Quantified Supplemental Account. This number carries forward from the ending balance in the previous period Assessment Package.
12G	Quantified (Pre 7/1/2000) Account - 0.07% Storage Loss	Beginning balance [12F] <times> -0.0007.
12H	Quantified (Pre 7/1/2000) Account - Transfers To / (From)	Total of water transferred to and from the Annual Account. Also includes Desalter Replenishment Obligation transfers.
12I	Quantified (Pre 7/1/2000) Account - Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 11.1.



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Package References and Definitions

Column	Title	Description
12J	Quantified (Pre 7/1/2000) Account - Ending Balance	The current balance in each Quantified Supplemental account. [12F] + [12G] + [12H] + [12I].
12K	New (Post 7/1/2000) Account - Beginning Balance	The beginning balance in each New Supplemental Account. This number carries forward from the ending balance in the previous period Assessment Package.
12L	New (Post 7/1/2000) Account - 0.07% Storage Loss	Beginning balance [12K] <times> -0.0007.
12M	New (Post 7/1/2000) Account - Transfers To / (From)	Total of water transferred to and from the Annual Account. Also includes Desalter Replenishment Obligation transfers.
12N	New (Post 7/1/2000) Account - Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 11.1.
12O	New (Post 7/1/2000) Account - Ending Balance	The current balance in each New Supplemental Account. [12K] + [12L] + [12M] + [12N].
12P	Combined - Ending Balance	The combined amount in all supplemental storage accounts [12E] + [12J] + [12O].
13A	Dedicated Replenishment - Beginning Balance	The beginning balances in each Dedicated Replenishment account. These numbers carry forward from the ending balances in the previous period Assessment Package.
13B	Dedicated Replenishment - Water Purchases	Where applicable, the total of water purchased by each Dedicated Replenishment account.
13C	Dedicated Replenishment - Transfers To	Where applicable, the total of water transferred to each Dedicated Replenishment account. Includes transfers from Exhibit "G" Section 10 Form A, and transfers from the Annual Account.
13D	Dedicated Replenishment - Transfers From	Total of water transferred from each Dedicated Replenishment account. Amounts in this column goes to column [21D] on page 21.1.
13E	Dedicated Replenishment - Ending Balance	The current balances in each Dedicated Replenishment account. [13A] + [13B] + [13C] + [13D].
13F	Storage and Recovery - Beginning Balance	The beginning balance in the Storage and Recovery (DYY) Account. This number carries forward from the ending balance in the previous period Assessment Package.
13G	Storage and Recovery - Storage Loss	Beginning balance [13F] <times> -0.0007.
13H	Storage and Recovery - Transfers To	Total of water transferred to the Storage and Recovery Account ("puts").
13I	Storage and Recovery - Transfers From	Total of water transferred from the Storage and Recovery Account ("takes").
13J	Storage and Recovery - Ending Balance	The current balance in the Storage and Recovery Account. [13F] + [13G] + [13H] + [13I].
14A	Water Transactions - Assigned Rights	Total of assigned transactions for this period, including annual water transfers/leases between Appropriators and/or from Appropriators to Watermaster for replenishment purposes, and also the Exhibit "G" physical solution transfers from the Non-Ag Pool.
14B	Water Transactions - General Transfer	Total of water transfers between Parties for this period.
14C	Water Transactions - Transfers (To) / From ECO Account	Total of water transferred between the Annual Account and ECO Account.



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Package References and Definitions

Column	Title	Description
14D	Water Transactions - Transfers (To) Desalter Replenishment	Total of water transferred from the ECO Account to the Desalter Replenishment Account.
14E	Water Transactions - Total Water Transactions	Total water transactions. [14A] + [14B] + [14C] + [14D]. This column is used to populate [10F].
15A	Prior Conversion	Prior Land Use Conversion in acre-feet.
15B	Conversion @ 1.3 af/ac - Acres	Converted parcels in acres at 1.3 acre-feet per acre.
15C	Conversion @ 1.3 af/ac - Acre-Feet	Converted parcels in acre-feet at 1.3 acre-feet per acre. [15B] <times> 1.3.
15D	Total Prior to Peace Agrmt Converted AF	Total Land Use Conversion in acre-feet prior to the Peace Agreement. [15A] + [15C].
15E	Conversion @ 2.0 af/ac - Acres	Converted parcels in acres at 2.0 acre-feet per acre.
15F	Conversion @ 2.0 af/ac - Acre-Feet	Converted parcels in acre-feet at 2.0 acre-feet per acre. [15E] <times> 2.0.
15G	Total Land Use Conversion Acre-Feet	Total Land Use Conversion in acre-feet for each Party. [15D] + [15F].
16A	% Share of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield. Copied from [10A].
16B	Reallocation of Agricultural Pool Safe Yield - Safe Yield Reduction	The Party's percent share of Operating Safe Yield [16A] multiplied by 5,000.
16C	Reallocation of Agricultural Pool Safe Yield - Land Use Conversions	Total land use conversions claimed on Page 15.1 (as verified by each Party on their Water Activity Report). Copied from [15G].
16D	Reallocation of Agricultural Pool Safe Yield - Early Transfer	The remaining Agricultural Pool Safe Yield (82,800 <minus> Agricultural Pool Production <minus> Safe Yield Reduction <minus> Land Use Conversion) multiplied by percent share of Operating Safe Yield [16A].
16E	Reallocation of Agricultural Pool Safe Yield - Total Ag Pool Reallocation	Each Party's Agricultural Pool Reallocation. [16B] + [16C] + [16D]. This column is used to populate [10E].
17A	Outstanding Obligation (AF)	The amount of obligation carried over from prior Assessment Package(s) that were not met due to various reasons, including but not limited to MWD not having replenishment water available to purchase.
17B	Fund Balance (\$)	The amount of money collected or owed for replenishment assessments from prior Assessment Packages(s).
17C	Outstanding Obligation (\$)	The amount of money that each Party owes or is credited based on current replenishment rate. [17A] <times> [CURRENT RATE] <minus> [17B].
17D	AF Production and Exchanges	Each Party's total production and exchanges. Copied from [10K].
17E	85/15 Producers	The total production and exchanges of 85/15 Producers only.
17F	Percent	The percentage of each 85/15 Producer's total production and exchanges [17E] divided by the sum of [17E].



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Package References and Definitions

Column	Title	Description
17G	15%	If an 85/15 Producer, then the 85/15 Producers' total Outstanding Obligation (\$) at 15%, multiplied by their production and exchanges percentage. [17C] total of 85/15 Producers <times> 15% <times> [17F].
17H	85%	If an 85/15 Producer, then the Outstanding Obligation (\$) at 85%.
17I	100%	If not an 85/15 Producer, then the Outstanding Obligation (\$) at 100%.
17J	Total	The total CURO for the year. [17G] + [17H] + [17I].
18A	Desalter Production - Pre-Peace II Desalter Production	Production from the Pre-Peace II Desalter Wells.
18B	Desalter Production - Peace II Desalter Expansion Production	Production from the Peace II Desalter Expansion Wells.
18C	Desalter Production - Total	The combined production from all Desalter Wells. [18A] + [18B].
18D	Desalter Replenishment - Desalter (aka Kaiser) Account PIIA, 6.2 (a)(i)	Credit applied to the total Desalter Production from the Kaiser account.
18E	Desalter Replenishment - Paragraph 31 Settlement Agreements Dedication PIIA, 6.2(a)(ii)	Credit applied to the total Desalter Production from "dedication of water from the Overlying (Non-Agricultural) Pool Storage Account or from any contribution arising from an annual authorized Physical Solution Transfer in accordance with amended Exhibit G to the Judgment."
18F	Desalter Replenishment - "Leave Behind" Losses PIIA, 6.2(a)(iv)	Credit applied to the total Desalter Production from "any declared losses from storage in excess of actual losses enforced as a "Leave Behind"".
18G	Desalter Replenishment - Safe Yield Contributed by Parties PIIA, 6.2(a)(v)	Credit applied to the total Desalter Production from "Safe Yield that may be contributed by the parties."
18H	Desalter Replenishment - Controlled Overdraft / Re-Op, PIIA, 6.2(a)(vi) - Allocation to Pre-Peace II Desalters	The 225,000 AF portion of the 400,000 AF Controlled Overdraft that was originally allocated to the Pre-Peace II Desalter production.
18I	Desalter Replenishment - Controlled Overdraft / Re-Op, PIIA, 6.2(a)(vi) - Allocation to All Desalters	The 175,000 AF portion of the 400,000 AF Controlled Overdraft that was originally allocated to the Peace II Desalter Expansion production but is now allocated to all Desalter production per set schedule.
18J	Desalter Replenishment - Controlled Overdraft / Re-Op, PIIA, 6.2(a)(vi) - Balance	The remaining balance of the 400,000 AF Controlled Overdraft.
18K	Desalter Replenishment - Appropriative Pool DRO Contribution PIIA, 6.2(b)(ii)	The 10,000 AF contribution to the Desalter Replenishment Obligation by the Appropriative Pool.
18L	Desalter Replenishment - Non-Ag OBMP Assessment (10% Haircut) PIIA, 6.2(b)(i)	The 10% of the Non-Agricultural Pool Safe Yield used to offset the total Desalter Replenishment Obligation beginning with production year 2016/2017.
18M	Remaining Desalter Replenishment Obligation PIIA, 6.2(b)(iii)	Total Desalter Production minus Desalter Replenishment. [18C] - [18D] - [18E] - [18F] - [18G] - [18H] - [18I] - [18K] - [18L].
19A	Percent of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield. Copied from [10A].
19B	Land Use Conversions	Total Land Use Conversion in acre-feet for each Party. Copied from [15G].
19C	Percent of Land Use Conversions	Each Party's pro rata share of Land Use Conversions [19B] from the total of [19B].



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Package References and Definitions

Column	Title	Description
19D	85% DROC Based on Percent OSY	Each Party's share of the 10,000 AF Desalter Replenishment Obligation based on OSY. $10,000 \times 0.85$ [19A].
19E	15% DROC Based on Percent of LUC	Each Party's share of the 10,000 AF Desalter Replenishment Obligation based on Percent of Land Use Conversions. $10,000 \times 0.15$ [19C].
19F	Total Desalter Replenishment	Each Party's share of the 10,000 AF Desalter Replenishment Obligation. [19D] + [19E].
20A	Assigned Share of Operating Safe Yield	The Party's yearly volume of Operating Safe Yield. Copied from [10D].
20B	Physical Production Adjustment Calculation - Physical Production	Fiscal year physical production by each Party. Copied from [9A].
20C	Physical Production Adjustment Calculation - 50% of Voluntary Agreements with Ag	Total of water provided to Agricultural Pool Parties multiplied by 50%. [9B] $\times 0.50$.
20D	Physical Production Adjustment Calculation - Assignments with Non-Ag	Total of water provided to Non-Agricultural Pool Parties. Copied from [9C].
20E	Physical Production Adjustment Calculation - Storage and Recovery Programs	Total exchanges for the period (July 1 - June 30) including MZ1 forbearance and DYY deliveries (as reported to CBWM by IEUA and TVMWD and as verified by each Party on their Water Activity Report). Copied from [10J].
20F	Physical Production Adjustment Calculation - Other Adjustments	Total of water received from, or provided to, another Appropriator. Also includes production off-sets. Copied from [9D] but does not include production adjustments to prevent a negative annual production to a Party.
20G	Physical Production Adjustment Calculation - Total Adjusted Production	Each Party's Adjusted Physical Production. [20B] + [20C] + [20D] + [20E] + [20F].
20H	RDRO Calculation - Total Production and OSY Basis	The sum of each Party's Adjusted Physical Production and Assigned Share of Operating Safe Yield. [20A] + [20G].
20I	RDRO Calculation - Percentage	The percentage of each Party's Adjusted Physical Production and Assigned Share of Operating Safe Yield basis. [20H] divided by the sum of [20H].
20J	RDRO Calculation - Individual Party RDRO	Each Party's pro rata share of the Remaining Desalter Replenishment Obligation. [20I] \times Total RDRO.
21A	Desalter Replenishment Obligation in AF - Desalter Replenishment Obligation Contribution (DROC)	Each Party's share of the 10,000 AF Desalter Replenishment Obligation Contribution. Copied from [19F].
21B	Desalter Replenishment Obligation in AF - Remaining Desalter Replenishment Obligation (RDRO)	Each Party's pro rata share of the Remaining Desalter Replenishment Obligation. Copied from [20J].
21C	Desalter Replenishment Obligation in AF - Total Desalter Replenishment Obligation	The sum of Desalter Replenishment Obligation Contribution, and Remaining Desalter Replenishment Obligation. [21A] + [21B].
21D	Total DRO Fulfillment Activity - Transfer from Dedicated Replenishment Account	Total of water transferred from Desalter Dedicated Replenishment Account to satisfy the desalter replenishment obligation.
21E	Total DRO Fulfillment Activity - Transfer from Excess Carry Over Storage Account	Total of water transferred from Excess Carry Over Storage Account to satisfy the desalter replenishment obligation.
21F	Total DRO Fulfillment Activity - Transfer from Recharged Recycled Storage Account	Total of water transferred from Recharged Recycle Storage Account to satisfy the desalter replenishment obligation.
21G	Total DRO Fulfillment Activity - Transfer from Quantified Storage Account	Total of water transferred from Quantified Storage Account to satisfy the desalter replenishment obligation.



Assessment Year 2021-2022 (Production Year 2020-2021)

Assessment Package References and Definitions

Column	Title	Description
21H	Total DRO Fulfillment Activity - Transfer from Post 7/1/2000 Storage Account	Total of water transferred from Post 7/1/2000 Storage Account to satisfy the desalter replenishment obligation.
21I	Total DRO Fulfillment Activity - Replenishment Water Purchase	Total of water purchased to satisfy the desalter replenishment obligation.
21J	Total DRO Fulfillment Activity - Total Transfers and Water Purchases	The sum of all transfers and purchases to satisfy the desalter replenishment obligation. [21D] + [21E] + [21F] + [21G] + [21H] + [21I].
21K	Assessments - Residual DRO (AF)	Total residual Desalter Replenishment Obligation after transfers and purchases. [21C] + [21J].
21L	Assessments - Assessments Due On Residual DRO (\$)	Total assessments due for Desalter Replenishment. [21K] <times> [Current Replenishment Rate]. This column is used to populate [8S].
26A	FY 2016/2017 Water Purchases - Purchased Water in AF - 20160623 - RO	The amount of water purchased to satisfy the accumulated replenishment obligation through the end of production year 2014/15. Water was delivered in October 2016.
26B	FY 2016/2017 Water Purchases - Purchased Water in AF - 20160623 - DRO	The amount of water purchased to be used towards the Desalter Replenishment Obligation. Water was delivered in October 2016.
26C	FY 2016/2017 Water Purchases - Purchased Water in AF - 20161216 - DRO	The amount of water purchased to be used towards the Desalter Replenishment Obligation. Water was delivered in December 2016.
26D	FY 2016/2017 Water Purchases - Purchased Water in AF - 20170418 - RO	The amount of water purchased to satisfy production year 2015/16 replenishment obligation. Water was delivered in April 2018.
26E	FY 2016/2017 Water Purchases - Purchased Water in AF - 85/15 Breakdown - AF @ 100%	The amount of water purchased subject to 100% RTS rate. This applies to: DRO water; RO water of non-85/15 Pool 3 producers; and RO water of Pool 2 producers. 1) Pool 3, 85/15 Ineligible: [26A] + [26B] + [26C] + [26D]. 2) Pool 3, 85/15 Eligible: [26B] + [26C]. 3) Pool 2: [26A] + [26D].
26F	FY 2016/2017 Water Purchases - Purchased Water in AF - 85/15 Breakdown - AF @ 85/15	The amount of water purchased subject to the 85/15 Rule. This applies to RO water of 85/15 Pool 3 producers. 1) Pool 3, 85/15 Eligible: [26A] + [26D].
26G	FY 2016/2017 Water Purchases - Purchased Water in AF - 85/15 Breakdown - AF Total	Total water purchased by each Appropriative Pool or Non-Agricultural Pool Party. [26E] + [26F].
26H	FY 2016/2017 Water Purchases - 2015/16 Prod & Exch From 85/15 Producers - Acre-Feet	Total production and exchanges of 85/15 Producers from fiscal year 2015/16. This is the basis of the 85/15 Rule for water purchased in fiscal year 2016/17.
26I	FY 2016/2017 Water Purchases - 2015/16 Prod & Exch From 85/15 Producers - Percent	The percentage of each 85/15 Producer's total production and exchanges. [26H] divided by the sum of [26H].
26J	FY 2016/2017 Water Purchases - Year 3 RTS Charges - 15%	If an 85/15 Producer, then each 85/15 Producer's share of the total RTS charge of 85/15 eligible water. "Total RTS Charge" <divided by> "Total Water Purchased" <times> 0.15 <times> [26F] Total <times> [26I].
26K	FY 2016/2017 Water Purchases - Year 3 RTS Charges - 85%	If an 85/15 Producer, then their RTS charge of 85/15 eligible water at 85%. "Total RTS Charge" <divided by> "Total Water Purchased" <times> [26F] <times> 0.85.
26L	FY 2016/2017 Water Purchases - Year 3 RTS Charges - 100%	RTS charge on all water not subject to the 85/15 Rule. "Total RTS Charge" <divided by> "Total Water Purchased" <times> [26E].
26M	FY 2017/2018 Water Purchase - Purchased Water in AF - 20171211 - RO	The amount of water purchased to satisfy replenishment obligations through the end of production year 2014/15. Water was delivered in December 2017.

**Assessment Year 2021-2022 (Production Year 2020-2021)**

Assessment Package References and Definitions

Column	Title	Description
26N	FY 2017/2018 Water Purchase - Purchased Water in AF - 20171211 - DRO	The amount of water purchased to be used towards the Desalter Replenishment Obligation. Water was delivered in December 2017.
26O	FY 2017/2018 Water Purchase - 2016/17 Prod & Exch From 85/15 Producers - Acre-Feet	Total production and exchanges of 85/15 Producers from fiscal year 2016/17. This is the basis of the 85/15 Rule for water purchased in fiscal year 2017/18.
26P	FY 2017/2018 Water Purchase - 2016/17 Prod & Exch From 85/15 Producers - Percent	The percentage of each 85/15 Producer's total production and exchanges. [26O] divided by the sum of [26O].
26Q	FY 2017/2018 Water Purchase - Year 2 RTS Charges - 15%	If an 85/15 Producer, then each 85/15 Producer's share of the total RTS charge of 85/15 eligible water in [26M].
26R	FY 2017/2018 Water Purchase - Year 2 RTS Charges - 85%	If an 85/15 Producer, then their RTS charge of 85/15 eligible water in [26M] at 85%.
26S	FY 2017/2018 Water Purchase - Year 2 RTS Charges - 100%	RTS charge on all water in [26N] and water not subject to the 85/15 Rule in [26M].
26T	TOTAL RTS CHARGES	Total RTS Charge. [26J] + [26K] + [26L] + [26Q] + [26R] + [26S].

until now, that the program puts and takes should be treated differently going forward than the current directions for Storage and Recovery Programs' puts and takes.

[b] The water that was taken from MWD's account by CVWD and FWC is considered a take from a Storage and Recovery account; as such, consistent with all prior Assessment Packages, it is not subject to Watermaster assessments or DRO obligation.

[c] The effect of the CVWD and FWC "takes" can only be represented as a cost shift if one assumes that those agencies would have pumped the same amount pursuant to their own water rights instead of taking imported water, and even then, it can only be the case if all other parties had chosen to not perform in a manner similar to CVWD and FWC.

Addressing the City's Concerns

As noted above, there is ample background to conclude that the 2019 adjustments to the DYY program's stored water "take" mechanism presented no physical threat of any kind to the Basin. The City's concerns are entirely directed at Watermaster's administration of the DYY Program and specifically the manner in which Watermaster agreed to the adjustments to the stored water "take" mechanism and how Watermaster administers the DYY Program through the Annual Operating Plan, including when and how adjustments and approvals are processed and agreed, at Watermaster and at the Operating Committee. They have no bearing on the arithmetic inputs into the Assessment Package that is being presented to the Board for its consideration under a separate agenda item. Should any of the transactions in the Assessment Package warrant a change as a result of future deliberations and agreements, Watermaster has the ability to revise a prior approved Assessment Package and has in fact done that on several occasions.

Watermaster chose to process the proposed adjustment to the Annual Operation Plan through an open vetting over a 12-month period with IEUA and the members of the Appropriative Pool. Status reports were provided to stakeholders of what was being considered by the Operating Committee and why. The four parties to the DYY Funding Agreement concluded that the suggested adjustments to the Annual Operating Plan could be accomplished without an amendment to the DYY Funding Agreement and instead selected the prior practice of using a letter agreement among the Operating Committee representatives.

The City's objections to the 2019 letter agreement are principally procedural in character. In short, they contend that Watermaster should have followed a process in which it formally processed the 2019 letter agreement, requiring specific actions by the Pool Committees, the Advisory Committee and approval by Board action that directed the General Manager to execute the 2019 letter agreement. The City seeks redress for the financial consequences associated with its lack of understanding that they believe they would have achieved had the process they deem proper occurred. As evidence, they cite to correspondence noting that they reserved their right to object at a later date.

For the reasons stated, the City's allegations regarding the DYY Program do not raise credible concerns the 2019 adjustments to the stored water "take" mechanism would cause Material Physical Injury. They are procedural and financial and are most appropriately addressed in the proper venue:

First, the City's contention that the 2019 agreement should have triggered a contract amendment requiring direction from the Watermaster Board to the General Manager can be addressed at the discretion of the Board at any time insofar as future actions are concerned. However, the fact is that the 2019 agreement was executed by the General Manager as the representative of Watermaster. The letter agreement process was endorsed by all four DYY parties.

Second, the contention that the 2019 letter agreement changed the original intent of the program can be most appropriately handled by the Operating Committee, with representatives of all four parties to the Agreement. Watermaster would convene a meeting of the Operating Committee to discuss further potential

modifications. However before doing so, it must first seek input from the entire Appropriative Pool to ensure that all points of view are fairly represented.

Third, the City's concern about how to characterize voluntary "takes" from the DYY Program in the Assessment Package for the purpose of calculating assessments and DRO obligation should be discussed by the Appropriative Pool parties. If directed by the Board and the Appropriative Pool, Watermaster staff would add the item to the AP agenda and provide assistance as needed by the Pool members.

Watermaster staff's recommendation is that the Board direct staff to raise the City's concerns regarding the DYY Program with the Appropriative Pool at a subsequent meeting. Any proposed changes can be discussed with the Operating Committee and potential future action by the Board. If changes to the Program result in retroactive adjustments to the DYY Program they can be accounted for through adjustments to the Assessments.

ATTACHMENTS

1. Letter dated November 1, 2021 from City of Ontario to Chino Basin Watermaster titled "Questions and Comments on the Draft Fiscal Year 2021-22 Assessment Package"
2. Package of [Dry Year Yield Program-related information](#)

C I T Y O F

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DEBRA DORST-PORADA
RUBEN VALENCIA
COUNCIL MEMBERSSCOTT OCHOA
CITY MANAGER

November 1, 2021

Peter Kavounas, General Manager
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Email: pkavounas@cbwm.org

Re: Questions and Comments on the Draft Fiscal Year 2021-2022 Assessment Package

Dear Peter:

The City of Ontario (Ontario) appreciates the opportunity to provide comments and submit questions on the draft Fiscal Year 2021-2022 Assessment Package.

The draft Fiscal Year 2021-2022 Assessment Package identifies a total of 23,000 AF of groundwater production produced from the storage account established for the Metropolitan Water District's (MWD) Chino Basin Conjunctive Use Program (CUP). The Chino Basin CUP and related Chino Basin Watermaster (Watermaster) storage agreements were approved through the Watermaster process in 2003 and 2004. The most recent Amendment No. 8 to the Chino Basin CUP is dated January 23, 2015 and included changes to the Exhibit G Operating Party Performance Criteria. The Operating Party Performance Criteria establishes, among other things, qualifying production as the measurement of a reduction to imported water deliveries and a corresponding replacement with the Chino Basin groundwater stored under this program. Ontario's understanding is that the storage and withdrawal of supplemental water under the Chino Basin CUP can only be done pursuant to a properly approved written agreement with Watermaster and shall not have an adverse impact on other producers.

Ontario requests that Watermaster explain the basis for exempting water produced from MWD's CUP, as identified in the draft Fiscal Year 2021-2022 Assessment Package, from the Watermaster assessment and the Desalter Replenishment Obligation (DRO) assessment. The exemption appears to be based, at least in part, on a March 20, 2019 letter agreement (2019 Letter) from the MWD and signed by Watermaster, Inland Empire Utilities Agency and Three

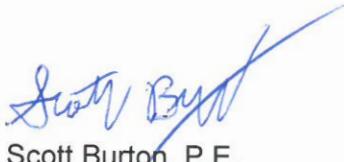
Valleys Municipal Water District with the subject line of "Chino Basin Groundwater Storage Actions and Voluntary Purchase Methodology". Specifically, Ontario would like responses to the following:

1. How did Watermaster evaluate the impacts of this significant change in the recovery of water originally stored under the Chino Basin CUP?
2. Explain and illustrate how the Exhibit G Performance Criteria is being met.
3. The 2019 Letter does not address the topic of Watermaster Assessments. The mechanics of this transaction appear to be more of a stored water purchase & transfer between MWD and individual Parties producing the water. Why is the production of this water not subject to the same assessments as other production by individual Parties?
4. When evaluating the 2019 Letter and the proposed changes, describe the Watermaster approval process. The contemplated changes in the 2019 Letter did not go through the Pools, Advisory Committee, or the Board. What was the basis for forgoing this process?
5. How was it determined that agencies who are not signatories to the Chino Basin CUP approved by Watermaster are allowed to participate in the recovery of water stored under this program?
6. How was it determined that broad based benefit was still being achieved?

The 2019 Letter fundamentally changed the recovery side of this Watermaster approved storage and recovery program without obtaining an approved written agreement through the Watermaster process. Additionally, the implications of these changes were not represented and/or evaluated to determine the impacts on individual parties.

Ontario appreciates the opportunity to provide comments on the draft Fiscal Year 2021-2022 Assessment Package and looks forward to working collaboratively with Watermaster and the various stakeholders towards a resolution of these concerns.

Sincerely,



Scott Burton, P.E.
Utilities General Manager

CC: Appropriate Pool Parties

EXHIBIT D



CHINO BASIN WATERMASTER

APPROVED

**2022/2023 ASSESSMENT PACKAGE
(PRODUCTION YEAR 2021/2022)**

NOVEMBER 17, 2022



Chino Basin Watermaster Assessment Package

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

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

Water Production Overview

AGRICULTURAL POOL SUMMARY IN ACRE FEET

Agricultural Pool Safe Yield	82,800.0
Agricultural Total Pool Production	(21,304.0)
	<hr/> 61,496.0
Safe Yield Reduction (Backfill)	(9,000.0)
Total Conversions	(32,897.8)
	<hr/> (41,897.8)
Early Transfer:	19,598.1

Well County	Physical Production	Voluntary Agreements	Total Ag Pool Production
Los Angeles County	182.6	0.0	182.6
Riverside County	1,994.6	0.0	1,994.6
San Bernardino County	11,981.4	7,145.4	19,126.8
	14,158.6	7,145.4	21,304.0

**POOL 2****Assessment Year 2022-2023 (Production Year 2021-2022)**

Assessment Fee Summary

	AF Production	Non-Agricultural Pool		Replenishment Assessments		CURO Adjmnt	RTS Charges	Other Adjmnts	Total Assmnts Due
		\$33.44 AF/Admin	\$53.24 AF/OBMP	AF Over Annual Right	\$811.00 Per AF				
9W Halo Western OpCo L.P.	27.3	912.08	1,452.12	10.4	8,406.02	228.72	437.86	0.00	11,436.79
ANG II (Multi) LLC	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00
Aqua Capital Management LP	0.0	0.00	0.00	0.0	0.00	0.00	331.54	0.00	331.54
California Speedway Corporation	402.9	13,472.24	21,449.22	0.0	0.00	0.00	0.00	0.00	34,921.46
California Steel Industries, Inc.	671.4	22,452.18	35,746.24	0.0	0.00	0.00	0.00	0.00	58,198.42
CalMat Co.	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00
CCG Ontario, LLC	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00
City of Ontario (Non-Ag)	1,370.8	45,839.15	72,980.75	0.0	0.00	0.00	0.00	0.00	118,819.90
County of San Bernardino (Non-Ag)	75.1	2,510.88	3,997.58	0.0	0.00	0.00	0.00	0.00	6,508.46
General Electric Company	0.0	0.00	0.00	0.0	0.00	0.00	0.35	0.00	0.35
Hamner Park Associates, a California Limited Partnership	336.9	11,264.67	17,934.53	0.0	0.00	0.00	0.00	0.00	29,199.20
Linde Inc.	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00
Monte Vista Water District (Non-Ag)	17.6	588.64	937.18	0.0	0.00	0.00	0.00	0.00	1,525.82
Riboli Family and San Antonio Winery, Inc.	15.7	526.11	837.62	15.7	12,759.46	851.99	219.36	0.00	15,194.55
Space Center Mira Loma, Inc.	93.7	3,133.60	4,989.01	0.0	0.00	0.00	0.00	0.00	8,122.61
TAMCO	2.1	69.72	111.01	0.0	0.00	0.00	209.76	0.00	390.49
West Venture Development Company	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00
	3,013.4	100,769.27	160,435.26	26.1	21,165.48	1,080.71	1,198.87	0.00	284,649.59

2A**2B****2C****2D****2E****2F****2G****2H****2I**

Notes:



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

Water Production Overview

	Physical Production	Assignments	Other Adjustments	Actual FY Production (Assmnt Pkg Column 4H)
9W Halo Western OpCo L.P.	27.3	0.0	0.0	27.3
ANG II (Multi) LLC	0.0	0.0	0.0	0.0
Aqua Capital Management LP	0.0	0.0	0.0	0.0
California Speedway Corporation	402.9	0.0	0.0	402.9
California Steel Industries, Inc.	671.4	0.0	0.0	671.4
CalMat Co.	0.0	0.0	0.0	0.0
CCG Ontario, LLC	0.0	0.0	0.0	0.0
City of Ontario (Non-Ag)	0.0	1,370.8	0.0	1,370.8
County of San Bernardino (Non-Ag)	0.0	75.1	0.0	75.1
General Electric Company	647.4	0.0	(647.4)	0.0
Hamner Park Associates, a California Limited Partnership	0.0	336.9	0.0	336.9
Linde Inc.	0.0	0.0	0.0	0.0
Monte Vista Water District (Non-Ag)	0.0	17.6	0.0	17.6
Riboli Family and San Antonio Winery, Inc.	15.7	0.0	0.0	15.7
Space Center Mira Loma, Inc.	0.0	93.7	0.0	93.7
TAMCO	2.1	0.0	0.0	2.1
West Venture Development Company	0.0	0.0	0.0	0.0
	1,766.8	1,894.0	(647.4)	3,013.4

3A

3B

3C

3D

Notes:

Other Adj:

1) General Electric Company extracted and subsequently injected 647.4 AF of water during the fiscal year.



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

Water Production Summary

POOL 2

	Percent of Safe Yield	Carryover Beginning Balance	Prior Year Adjustments	Assigned Share of Safe Yield (AF)	Water Transaction Activity	Other Adjustments	Annual Production Right	Actual Fiscal Year Production	Net Over Production	Under Production Balances		
										Total Under-Produced	Carryover: Next Year Begin Bal	To Excess Carryover Account
9W Halo Western OpCo L.P.	0.256%	0.0	0.0	18.8	(1.9)	0.0	16.9	27.3	10.4	0.0	0.0	0.0
ANG II (Multi) LLC	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Aqua Capital Management LP	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
California Speedway Corporation	13.605%	1,000.0	0.0	1,000.0	(100.0)	0.0	1,900.0	402.9	0.0	1,497.1	1,000.0	497.1
California Steel Industries, Inc.	21.974%	1,615.1	0.0	1,615.1	(161.5)	0.0	3,068.8	671.4	0.0	2,397.3	1,615.1	782.2
CalMat Co.	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
CCG Ontario, LLC	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
City of Ontario (Non-Ag)	53.338%	3,920.6	0.0	3,920.6	(4,073.9)	0.0	3,767.3	1,370.8	0.0	2,396.5	2,396.5	0.0
County of San Bernardino (Non-Ag)	1.821%	133.9	0.0	133.9	(13.4)	0.0	254.4	75.1	0.0	179.3	133.9	45.4
General Electric Company	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Hamner Park Associates, a California Limited Partnership	6.316%	464.2	0.0	464.2	(46.4)	0.0	882.1	336.9	0.0	545.2	464.2	81.0
Linde Inc.	0.014%	1.0	0.0	1.0	(0.1)	0.0	1.9	0.0	0.0	1.9	1.0	0.9
Monte Vista Water District (Non-Ag)	0.680%	50.0	0.0	50.0	(5.0)	0.0	95.0	17.6	0.0	77.4	50.0	27.4
Riboli Family and San Antonio Winery, Inc.	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	15.7	15.7	0.0	0.0	0.0
Space Center Mira Loma, Inc.	1.417%	0.0	0.0	104.1	(10.4)	0.0	93.7	93.7	0.0	0.0	0.0	0.0
TAMCO	0.579%	42.6	0.0	42.6	(4.3)	0.0	81.0	2.1	0.0	78.9	42.6	36.3
West Venture Development Company	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	100.00%	7,227.4	0.0	7,350.3	(4,416.9)	0.0	10,160.9	3,013.4	26.1	7,173.6	5,703.3	1,470.2
	4A	4B	4C	4D	4E	4F	4G	4H	4I	4J	4K	4L

Notes:

1) City of Ontario (Non-Ag) dedicated 3,681.8 AF of Carryover water, and 1,916.7 AF of Excess Carryover water, to satisfy City of Ontario's 2022/23 DRO pursuant to an Exhibit "G" Section 10 Form A.


POOL 2
Assessment Year 2022-2023 (Production Year 2021-2022)

Local Storage Accounts Summary

	Local Excess Carry Over Storage Account (ECO)					Local Supplemental Storage Account					Combined
	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	From Under-Production	Ending Balance	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	Ending Balance	Ending Balance	
9W Halo Western OpCo L.P.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
ANG II (Multi) LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Aqua Capital Management LP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
California Speedway Corporation	1,898.5	(1.3)	0.0	497.1	2,394.3	0.0	0.0	0.0	0.0	0.0	2,394.3
California Steel Industries, Inc.	2,511.8	(1.8)	0.0	782.2	3,292.2	0.0	0.0	0.0	0.0	0.0	3,292.2
CalMat Co.	5.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	5.0
CCG Ontario, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
City of Ontario (Non-Ag)	1,918.0	(1.3)	(1,916.7)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
County of San Bernardino (Non-Ag)	251.8	(0.2)	0.0	45.4	297.0	0.0	0.0	0.0	0.0	0.0	297.0
General Electric Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Hamner Park Associates, a California Limited Partnership	1,720.9	(1.2)	0.0	81.0	1,800.7	0.0	0.0	0.0	0.0	0.0	1,800.7
Linde Inc.	64.3	0.0	0.0	0.9	65.2	0.0	0.0	0.0	0.0	0.0	65.2
Monte Vista Water District (Non-Ag)	117.9	(0.1)	0.0	27.4	145.2	0.0	0.0	0.0	0.0	0.0	145.2
Riboli Family and San Antonio Winery, Inc.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Space Center Mira Loma, Inc.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TAMCO	258.2	(0.2)	0.0	36.3	294.3	0.0	0.0	0.0	0.0	0.0	294.3
West Venture Development Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	8,746.4	(6.1)	(1,916.7)	1,470.2	8,293.9	0.0	0.0	0.0	0.0	0.0	8,293.9
	5A	5B	5C	5D	5E	5F	5G	5H	5I	5J	

Notes:

1) City of Ontario (Non-Ag) dedicated 1,916.7 AF of Excess Carryover water to satisfy a portion of City of Ontario's 2022/23 DRO pursuant to an Exhibit "G" Section 10 Form A.



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

Water Transaction Summary

	Percent of Safe Yield	Assigned Share of Safe Yield (AF)	10% of Operating Safe Yield ("Haircut")	Water Transactions		
				Transfers (To) / From ECO Account	General Transfers / Exhibit G Water Sales	Total Water Transactions
9W Halo Western OpCo L.P.	0.256%	18.8	(1.9)	0.0	0.0	(1.9)
ANG II (Multi) LLC	0.000%	0.0	0.0	0.0	0.0	0.0
Aqua Capital Management LP	0.000%	0.0	0.0	0.0	0.0	0.0
California Speedway Corporation	13.605%	1,000.0	(100.0)	0.0	0.0	(100.0)
California Steel Industries, Inc.	21.974%	1,615.1	(161.5)	0.0	0.0	(161.5)
CalMat Co.	0.000%	0.0	0.0	0.0	0.0	0.0
CCG Ontario, LLC	0.000%	0.0	0.0	0.0	0.0	0.0
City of Ontario (Non-Ag)	53.338%	3,920.6	(392.1)	1,916.7	(5,598.5)	(4,073.9)
County of San Bernardino (Non-Ag)	1.821%	133.9	(13.4)	0.0	0.0	(13.4)
General Electric Company	0.000%	0.0	0.0	0.0	0.0	0.0
Hamner Park Associates, a California Limited Partnership	6.316%	464.2	(46.4)	0.0	0.0	(46.4)
Linde Inc.	0.014%	1.0	(0.1)	0.0	0.0	(0.1)
Monte Vista Water District (Non-Ag)	0.680%	50.0	(5.0)	0.0	0.0	(5.0)
Riboli Family and San Antonio Winery, Inc.	0.000%	0.0	0.0	0.0	0.0	0.0
Space Center Mira Loma, Inc.	1.417%	104.1	(10.4)	0.0	0.0	(10.4)
TAMCO	0.579%	42.6	(4.3)	0.0	0.0	(4.3)
West Venture Development Company	0.000%	0.0	0.0	0.0	0.0	0.0
	100.000%	7,350.3	(735.0)	1,916.7	(5,598.5)	(4,416.9)

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Notes:

1) City of Ontario (Non-Ag) dedicated 3,681.8 AF of Carryover water, and 1,916.7 AF of Excess Carryover water, to satisfy City of Ontario's 2022/23 DRO pursuant to an Exhibit "G" Section 10 Form A.



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

Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:	AF	Replenishment Rates	
Appropriative - 100	1,751.7	2022 Rate	\$811.00
Appropriative - 15/85	17.2	2021 Rate	\$789.00
Non-Agricultural - 100	54.8		
1,823.7			

Pool 2 Non-Agricultural

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)
9W Halo Western OpCo L.P.	11.6	\$9,183.75	\$228.72
ANG II (Multi) LLC	0.0	\$0.00	\$0.00
Aqua Capital Management LP	0.0	\$0.00	\$0.00
California Speedway Corporation	0.0	\$0.00	\$0.00
California Steel Industries, Inc.	0.0	\$0.00	\$0.00
CalMat Co.	0.0	\$0.00	\$0.00
CCG Ontario, LLC	0.0	\$0.00	\$0.00
City of Ontario (Non-Ag)	0.0	\$0.00	\$0.00
County of San Bernardino (Non-Ag)	0.0	\$0.00	\$0.00
General Electric Company	0.0	\$0.00	\$0.00
Hamner Park Associates, a California Limited Partnership	0.0	\$0.00	\$0.00
Linde Inc.	0.0	\$0.00	\$0.00
Monte Vista Water District (Non-Ag)	0.0	\$0.00	\$0.00
Riboli Family and San Antonio Winery, Inc.	43.2	\$34,211.59	\$851.99
Space Center Mira Loma, Inc.	0.0	\$0.00	\$0.00
TAMCO	0.0	\$0.00	\$0.00
West Venture Development Company	0.0	\$0.00	\$0.00
Pool 2 Non-Agricultural Total	54.8	\$43,395.34	\$1,080.71

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Notes:

1) The 2022 replenishment rate includes MWD's Full Service Untreated Tier 1 volumic cost of \$799/AF, a \$10/AF surcharge from Three Valleys Municipal Water District, and a \$2/AF connection fee from Orange County Water District.



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

Assessment Fee Summary

POOL 3

	AF Production and Exchanges	Appropriative Pool		Ag Pool SY Reallocation			Replenishment Assessments			85/15 Activity			ASSESSMENTS DUE							
		\$33.44 AF/Admin	\$53.24 AF/OBMP	AF Total Reallocation	\$712,324 \$11.58 AF/Admin	\$1,134,288 \$18.44 AF/OBMP	\$121.65 AF/15%	\$689.35 AF/85%	\$811.00 AF/100%	15% Producer Credits	15% Pro-rated Debits	CURO Adjmt	Total Production Based	Pomona Credit	Recharge Debt Payment	Recharge Imprmnt Project	RTS Charges	Other Adjmts	DRO	Total Due
BlueTriton Brands, Inc.	251.6	8,412.47	13,393.53	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,806.00	0.00	0.00	0.00	8,559.95	0.00	0.00	30,365.95
CalMat Co. (Appropriative)	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Chino Hills, City Of	2,628.9	87,911.62	139,964.55	2,379.3	27,560.38	43,886.51	101.69	0.00	0.00	0.00	41,685.74	2.14	341,112.63	2,567.35	18,573.45	13,786.58	1.18	0.00	0.00	376,041.19
Chino, City Of	3,059.9	102,323.16	162,909.24	11,362.7	131,616.90	209,583.66	118.36	0.00	0.00	0.00	48,519.37	2.49	655,073.18	4,904.69	35,482.96	26,338.06	0.06	0.00	0.00	721,798.95
Cucamonga Valley Water District	9,368.3	313,275.02	498,766.80	2,486.1	28,797.46	45,856.40	362.36	0.00	0.00	0.00	148,548.08	7.63	1,035,613.75	4,400.69	31,836.76	23,631.58	13.77	0.00	0.00	1,095,496.55
Desalter Authority	40,525.4	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fontana Union Water Company	0.0	0.00	0.00	3,333.7	38,614.95	61,489.54	0.00	0.00	0.00	0.00	0.00	0.00	100,104.49	7,771.37	56,221.94	41,732.06	0.00	0.00	0.00	205,829.86
Fontana Water Company	11,387.1	380,783.62	606,247.61	834.6	9,667.07	15,393.61	440.45	0.00	0.00	(939,763.60)	180,559.16	9.27	253,337.19	1.33	9.65	7.16	10.41	0.00	0.00	253,365.74
Fontana, City Of	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Golden State Water Company	1,066.1	35,649.38	56,757.57	214.5	2,484.45	3,956.18	41.24	0.00	0.00	(48,646.86)	16,904.15	0.87	67,146.98	500.00	3,617.26	2,685.00	0.57	0.00	0.00	73,949.81
Jurupa Community Services District	11,601.7	387,960.11	617,673.34	16,322.9	189,072.17	301,074.08	448.75	0.00	0.00	0.00	183,962.09	9.45	1,680,199.99	2,506.01	18,129.73	13,457.22	6.61	0.00	0.00	1,714,299.56
Marygold Mutual Water Company	944.2	31,572.51	50,266.76	341.7	3,958.56	6,303.51	0.00	0.00	0.00	0.00	0.00	0.00	92,101.34	796.67	5,763.51	4,278.10	870.35	0.00	0.00	103,809.97
Monte Vista Irrigation Company	0.0	0.00	0.00	352.9	4,087.75	6,509.23	0.00	0.00	0.00	0.00	0.00	0.00	10,596.98	822.67	5,951.61	4,417.72	0.00	0.00	0.00	21,788.98
Monte Vista Water District	6,994.9	233,909.99	372,409.33	2,621.4	30,364.29	48,351.37	270.56	0.00	0.00	0.00	110,914.94	5.70	796,226.18	5,864.70	42,428.11	31,493.26	5.54	0.00	0.00	876,017.79
NCL Co, LLC	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Niagara Bottling, LLC	1,684.0	56,312.99	89,656.21	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,509.18	180,478.38	0.00	0.00	0.00	27,248.13	4,958.46	197,103.01	409,787.98
Nicholson Family Trust	0.0	0.00	0.00	2.0	23.19	36.93	0.00	0.00	0.00	0.00	0.00	0.00	60.12	4.67	33.76	25.06	0.00	0.00	0.00	123.61
Norco, City Of	0.0	0.00	0.00	105.2	1,219.03	1,941.16	0.00	0.00	0.00	0.00	0.00	0.00	3,160.19	245.33	1,774.87	1,317.44	0.00	0.00	0.00	6,497.83
Ontario, City Of	14,390.0	481,201.93	766,124.13	11,507.1	133,289.51	212,247.09	556.60	0.00	0.00	0.00	228,175.30	11.72	1,821,606.28	13,828.07	100,039.08	74,256.36	12.81	0.00	0.00	2,009,742.60
Pomona, City Of	10,183.8	340,545.14	542,183.70	5,849.5	67,755.87	107,892.86	0.00	0.00	0.00	0.00	0.00	0.00	1,058,377.57	(53,030.93)	98,650.05	73,225.32	0.00	0.00	0.00	1,177,222.01
San Antonio Water Company	402.5	13,458.73	21,427.72	785.9	9,103.02	14,495.44	15.57	0.00	0.00	0.00	6,381.83	0.33	64,882.64	1,832.01	13,253.66	9,837.84	0.64	0.00	0.00	89,806.79
San Bernardino, County of (Shooting Park)	19.8	662.78	1,055.22	0.0	0.00	0.00	0.77	13,662.92	0.00	0.00	314.28	287.66	15,983.63	0.00	0.00	0.00	308.29	48.62	2,319.46	18,660.00
Santa Ana River Water Company	103.2	3,449.34	5,491.71	678.6	7,860.80	12,517.35	3.99	0.00	0.00	0.00	1,635.60	0.08	30,958.87	1,582.01	11,445.03	8,495.34	1,098.08	0.00	0.00	53,579.33
Upland, City Of	1,312.4	43,886.32	69,871.64	1,487.7	17,232.13	27,440.04	50.76	0.00	0.00	0.00	20,809.92	1.07	179,291.88	3,468.02	25,089.35	18,623.16	1.58	0.00	0.00	226,473.99
West End Consolidated Water Co	0.0	0.00	0.00	494.2	5,724.17	9,115.03	0.00	0.00	0.00	0.00	0.00	0.00	14,839.20	1,152.01	8,334.18	6,186.24	0.00	0.00	0.00	30,511.63
West Valley Water District	0.0	0.00	0.00	336.0	3,892.30	6,198.01	0.00	0.00	0.00	0.00	0.00	0.00	10,090.31	783.34	5,667.05	4,206.50	542.28	0.00	0.00	21,289.48
	115,923.6	2,521,315.11	4,014,199.06	61,496.0	712,324.00	1,134,288.00	2,411.10	13,662.92	0.00	(988,410.47)	988,410.46	34,847.59	8,433,047.77	0.01	482,302.01	358,000.00	38,680.26	5,007.08	199,422.47	9,516,459.60
	8A	8B	8C	8D	8E	8F	8G	8H	8I	8J	8K</td									



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

Water Production Overview

	Physical Production	Voluntary Agreements (w/ Ag)	Assignments (w/ Non-Ag)	Other Adjustments	Actual FY Production (Assmnt Pkg Column 10)
BlueTriton Brands, Inc.	251.6	0.0	0.0	0.0	251.6
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0
Chino Hills, City Of	2,693.8	(64.9)	0.0	0.0	2,628.9
Chino, City Of	6,193.0	(3,058.0)	(75.1)	0.0	3,059.9
Cucamonga Valley Water District	27,281.1	0.0	0.0	0.0	27,281.1
Desalter Authority	40,566.4	0.0	0.0	(40.9)	40,525.4
Fontana Union Water Company	0.0	0.0	0.0	0.0	0.0
Fontana Water Company	16,387.1	0.0	0.0	0.0	16,387.1
Fontana, City Of	0.0	0.0	0.0	0.0	0.0
Golden State Water Company	1,066.1	0.0	0.0	0.0	1,066.1
Jurupa Community Services District	12,094.5	0.0	(430.6)	(62.2)	11,601.7
Marygold Mutual Water Company	944.2	0.0	0.0	0.0	944.2
Monte Vista Irrigation Company	0.0	0.0	0.0	0.0	0.0
Monte Vista Water District	7,184.8	(113.5)	(17.6)	(58.8)	6,994.9
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	1,684.0	0.0	0.0	0.0	1,684.0
Nicholson Family Trust	0.0	0.0	0.0	0.0	0.0
Norco, City Of	0.0	0.0	0.0	0.0	0.0
Ontario, City Of	19,669.8	(3,909.0)	(1,370.8)	0.0	14,390.0
Pomona, City Of	10,183.8	0.0	0.0	0.0	10,183.8
San Antonio Water Company	402.5	0.0	0.0	0.0	402.5
San Bernardino, County of (Shooting Park)	19.8	0.0	0.0	0.0	19.8
Santa Ana River Water Company	0.0	0.0	0.0	103.2	103.2
Upland, City Of	1,473.4	0.0	0.0	(161.0)	1,312.4
West End Consolidated Water Co	0.0	0.0	0.0	0.0	0.0
West Valley Water District	0.0	0.0	0.0	0.0	0.0
	148,095.6	(7,145.4)	(1,894.0)	(219.8)	138,836.4
Less Desalter Authority Production					(40,525.4)
Total Less Desalter Authority Production					98,311.0

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Notes:

Other Adjustments:

1) CDA provided 40.935 AF to JCSD for irrigation at Orchard Park.

2) Monte Vista Water District received credit of 58.782 AF after evaporative losses due to Pump-to-Waste activities in which the water was recaptured into a recharge basin.

3) Santa Ana River Water Company exceeded its allotment with JCSD by 103.150 AF.

4) City of Upland received credit of 161.031 AF after evaporative losses due to Pump-to-Waste activities in which the water was recaptured into a recharge basin.



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

Water Production Summary

POOL 3

	Percent of Operating Safe Yield	Carryover Beginning Balance	Prior Year Adjustments	Assigned Share of Operating Safe Yield	Net Ag Pool Reallocation	Water Transaction Activity	Other Adjustments	Annual Production Right	Actual Fiscal Year Production	Storage and Recovery Program(s)	Total Production and Exchanges	Net Over-Production		Under Production Balances		
												85/15%	100%	Total Under-Produced	Carryover: Next Year Begin Bal	To Excess Carryover Account
BlueTriton Brands, Inc.	0.000%	0.0	0.0	0.0	0.0	1,000.0	0.0	1,000.0	251.6	0.0	251.6	0.0	0.0	748.4	0.0	748.4
CalMat Co. (Appropriative)	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Chino Hills, City Of	3.851%	1,572.5	0.0	1,572.5	2,379.3	0.0	0.0	5,524.4	2,628.9	0.0	2,628.9	0.0	0.0	2,895.4	1,572.5	1,322.9
Chino, City Of	7.357%	3,004.2	0.0	3,004.2	11,362.7	0.0	0.0	17,371.0	3,059.9	0.0	3,059.9	0.0	0.0	14,311.1	3,004.2	11,306.9
Cucamonga Valley Water District	6.601%	1,154.0	0.0	2,695.5	2,486.1	3,032.7	0.0	9,368.3	27,281.1	(17,912.8)	9,368.3	0.0	0.0	0.0	0.0	0.0
Desalter Authority	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40,525.4	0.0	40,525.4	0.0	40,525.4	0.0	0.0	0.0
Fontana Union Water Company	11.657%	0.0	0.0	4,760.0	3,333.7	(8,093.7)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fontana Water Company	0.002%	0.0	0.0	0.8	834.6	12,504.5	0.0	13,339.9	16,387.1	(5,000.0)	11,387.1	0.0	0.0	1,952.8	0.8	1,952.0
Fontana, City Of	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Golden State Water Company	0.750%	0.0	0.0	306.3	214.5	712.8	0.0	1,233.5	1,066.1	0.0	1,066.1	0.0	0.0	167.5	167.5	0.0
Jurupa Community Services District	3.759%	1,535.0	0.0	1,535.0	16,322.9	0.0	0.0	19,392.8	11,601.7	0.0	11,601.7	0.0	0.0	7,791.1	1,535.0	6,256.1
Marygold Mutual Water Company	1.195%	400.0	0.0	488.0	341.7	0.0	0.0	1,229.8	944.2	0.0	944.2	0.0	0.0	285.6	285.6	0.0
Monte Vista Irrigation Company	1.234%	503.9	0.0	503.9	352.9	0.0	0.0	1,360.7	0.0	0.0	0.0	0.0	0.0	1,360.7	503.9	856.8
Monte Vista Water District	8.797%	3,222.3	0.0	3,592.2	2,621.4	500.0	0.0	9,935.9	6,994.9	0.0	6,994.9	0.0	0.0	2,941.0	2,941.0	0.0
NCL Co, LLC	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	0.000%	0.0	0.0	0.0	0.0	2,000.0	0.0	2,000.0	1,684.0	0.0	1,684.0	0.0	0.0	316.0	0.0	316.0
Nicholson Family Trust	0.007%	1.6	0.0	2.9	2.0	(4.8)	0.0	1.6	0.0	0.0	0.0	0.0	0.0	1.6	1.6	0.0
Norco, City Of	0.368%	150.3	0.0	150.3	105.2	0.0	0.0	405.8	0.0	0.0	0.0	0.0	0.0	405.8	150.3	255.5
Ontario, City Of	20.742%	8,469.8	0.0	8,469.8	11,507.1	0.0	0.0	28,446.7	14,390.0	0.0	14,390.0	0.0	0.0	14,056.6	8,469.8	5,586.9
Pomona, City Of	20.454%	8,352.2	0.0	8,352.2	5,849.5	0.0	0.0	22,553.8	10,183.8	0.0	10,183.8	0.0	0.0	12,370.1	8,352.2	4,017.9
San Antonio Water Company	2.748%	1,122.1	0.0	1,122.1	785.9	0.0	0.0	3,030.1	402.5	0.0	402.5	0.0	0.0	2,627.6	1,122.1	1,505.5
San Bernardino, County of (Shooting P)	0.000%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	19.8	0.0	19.8	19.8	0.0	0.0	0.0	0.0
Santa Ana River Water Company	2.373%	969.0	0.0	969.0	678.6	0.0	0.0	2,616.6	103.2	0.0	103.2	0.0	0.0	2,513.5	969.0	1,544.5
Upland, City Of	5.202%	2,124.2	0.0	2,124.2	1,487.7	836.6	0.0	6,572.6	1,312.4	0.0	1,312.4	0.0	0.0	5,260.3	2,124.2	3,136.1
West End Consolidated Water Co	1.728%	705.6	0.0	705.6	494.2	(132.8)	0.0	1,772.6	0.0	0.0	0.0	0.0	0.0	1,772.6	705.6	1,067.0
West Valley Water District	1.175%	479.8	0.0	479.8	336.0	0.0	0.0	1,295.6	0.0	0.0	0.0	0.0	0.0	1,295.6	479.8	815.8
	100.00%	33,766.4	0.0	40,834.0	61,496.0	12,355.3	0.0	148,451.6	138,836.4	(22,912.8)	115,923.6	19.8	40,525.4	73,073.3	32,384.9	40,688.3
Less Desalter Authority Production									(40,525.4)		(40,525.4)		(40,525.4)			
Total Less Desalter Authority Production									98,311.0		75,398.2		0.0			
	10A	10B	10C	10D	10E	10F	10G	10H	10I	10J	10K	10L	10M	10N	10O	10P

Notes:

1) Cucamonga Valley Water District transferred 4,116.8 AF out of their ECO account to offset their Production Year 2021/22 overproduction obligation.



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

Local Excess Carry Over Storage Account Summary

	Excess Carry Over Account (ECO)					
	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	From Supplemental Storage	From Under-Production	Ending Balance
BlueTriton Brands, Inc.	442.3	(0.3)	(36.3)	0.0	748.4	1,154.1
CalMat Co. (Appropriative)	0.4	0.0	0.0	0.0	0.0	0.4
Chino Hills, City Of	13,231.5	(9.3)	0.0	0.0	1,322.9	14,545.1
Chino, City Of	123,538.9	(86.5)	(7,643.3)	0.0	11,306.9	127,116.0
Cucamonga Valley Water District	15,214.4	(10.7)	(6,446.3)	0.0	0.0	8,757.5
Desalter Authority	0.0	0.0	0.0	0.0	0.0	0.0
Fontana Union Water Company	0.0	0.0	0.0	0.0	0.0	0.0
Fontana Water Company	4,634.7	(3.2)	(1,681.7)	0.0	1,952.0	4,901.8
Fontana, City Of	0.0	0.0	0.0	0.0	0.0	0.0
Golden State Water Company	0.0	0.0	0.0	0.0	0.0	0.0
Jurupa Community Services District	36,458.5	(25.5)	(2,910.6)	0.0	6,256.1	39,778.5
Marygold Mutual Water Company	613.6	(0.4)	(296.0)	0.0	0.0	317.2
Monte Vista Irrigation Company	10,862.5	(7.6)	(177.6)	0.0	856.8	11,534.1
Monte Vista Water District	5,263.8	(3.7)	(1,623.5)	0.0	0.0	3,636.7
NCL Co, LLC	4.0	0.0	0.0	0.0	0.0	4.0
Niagara Bottling, LLC	0.0	0.0	0.0	0.0	316.0	316.0
Nicholson Family Trust	0.7	0.0	(0.7)	0.0	0.0	0.0
Norco, City Of	2,594.5	(1.8)	(53.0)	0.0	255.5	2,795.2
Ontario, City Of	42,169.2	(29.5)	0.0	0.0	5,586.9	47,726.5
Pomona, City Of	26,963.4	(18.9)	(4,413.7)	0.0	4,017.9	26,548.7
San Antonio Water Company	4,240.2	(3.0)	(453.6)	0.0	1,505.5	5,289.2
San Bernardino, County of (Shooting Park)	0.0	0.0	0.0	0.0	0.0	0.0
Santa Ana River Water Company	7,653.7	(5.4)	(3,356.4)	0.0	1,544.5	5,836.4
Upland, City Of	20,136.7	(14.1)	(938.1)	0.0	3,136.1	22,320.5
West End Consolidated Water Co	6,324.8	(4.4)	(1,665.3)	0.0	1,067.0	5,722.0
West Valley Water District	8,022.8	(5.6)	(169.1)	0.0	815.8	8,663.8
	328,370.5	(229.9)	(31,865.3)	0.0	40,688.3	336,963.7

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Notes:

1) Cucamonga Valley Water District transferred 4,116.8 AF out of their ECO account to offset their Production Year 2021/22 overproduction obligation.



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

Local Supplemental Storage Account Summary

POOL 3

	Recharged Recycled Account					Quantified (Pre 7/1/2000) Account					New (Post 7/1/2000) Account					Combined Ending Balance
	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	Transfer to ECO Account	Ending Balance	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	Transfer to ECO Account	Ending Balance	Beginning Balance	0.07% Storage Loss	Transfers To / (From)	Transfer to ECO Account	Ending Balance	
BlueTriton Brands, Inc.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Chino Hills, City Of	12,514.0	(8.8)	1,425.1	0.0	13,930.3	4,786.1	(3.4)	(996.6)	0.0	3,786.1	0.0	0.0	0.0	0.0	0.0	17,716.4
Chino, City Of	8,502.6	(6.0)	0.0	0.0	8,496.7	1,051.0	(0.7)	0.0	0.0	1,050.3	1,925.3	(1.3)	0.0	0.0	1,923.9	11,470.9
Cucamonga Valley Water District	40,092.5	(28.1)	4,928.9	0.0	44,993.4	10,685.9	(7.5)	0.0	0.0	10,678.4	892.7	(0.6)	0.0	0.0	892.0	56,563.8
Desalter Authority	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fontana Union Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fontana Water Company	360.1	(0.3)	1,264.7	0.0	1,624.6	0.0	0.0	0.0	0.0	0.0	309.9	(0.2)	0.0	0.0	309.6	1,934.2
Fontana, City Of	44.0	0.0	0.0	0.0	44.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	44.0
Golden State Water Company	0.0	0.0	0.0	0.0	0.0	1,384.4	(1.0)	(261.8)	0.0	1,121.7	0.0	0.0	0.0	0.0	0.0	1,121.7
Jurupa Community Services District	4,829.0	(3.4)	0.0	0.0	4,825.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4,825.7
Marygold Mutual Water Company	0.0	0.0	0.0	0.0	0.0	12.3	0.0	(12.3)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Monte Vista Irrigation Company	0.0	0.0	0.0	0.0	0.0	5,446.2	(3.8)	0.0	0.0	5,442.4	0.0	0.0	0.0	0.0	0.0	5,442.4
Monte Vista Water District	0.0	0.0	0.0	0.0	0.0	3,374.2	(2.4)	0.0	0.0	3,371.8	0.0	0.0	0.0	0.0	0.0	3,371.8
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Nicholson Family Trust	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Norco, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	96.3	(0.1)	0.0	0.0	96.2	96.2
Ontario, City Of	46,778.8	(32.7)	6,400.7	0.0	53,146.7	8,044.5	(5.6)	0.0	0.0	8,038.8	0.0	0.0	0.0	0.0	0.0	61,185.5
Pomona, City Of	0.0	0.0	0.0	0.0	0.0	10,904.4	(7.6)	0.0	0.0	10,896.8	1,558.8	(1.1)	0.0	0.0	1,557.7	12,454.5
San Antonio Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4,651.7	(3.3)	0.0	0.0	4,648.4	4,648.4
San Bernardino, County of (Shooting Park)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Santa Ana River Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	480.7	(0.3)	0.0	0.0	480.4	480.4
Upland, City Of	13,551.6	(9.5)	1,512.3	0.0	15,054.4	5,799.1	(4.1)	0.0	0.0	5,795.1	0.0	0.0	0.0	0.0	0.0	20,849.5
West End Consolidated Water Co	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	452.2	(0.3)	0.0	0.0	451.9	451.9
West Valley Water District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	307.5	(0.2)	0.0	0.0	307.3	307.3
	126,672.7	(88.7)	15,531.7	0.0	142,115.7	51,488.1	(36.0)	(1,270.7)	0.0	50,181.3	10,675.0	(7.5)	0.0	0.0	10,667.5	202,964.5
	12A	12B	12C	12D	12E	12F	12G	12H	12I	12J	12K	12L	12M	12N	12O	12P

Notes:

1) Monte Vista Water District received and subsequently transferred 665.224 AF of Recharged Recycled to offset a portion of their FY 2022/23 Desalter Replenishment Obligation.


POOL 3
Assessment Year 2022-2023 (Production Year 2021-2022)

Other Storage and Replenishment Accounts

<u>DESALTER REPLENISHMENT</u>	Beginning Balance	Water Purchases	Transfers To	Transfers From	Ending Balance
CONTROLLED OVERDRAFT AND OFFSETS					
Re-Op Offset Pre-Peace II / CDA	1,286.7		0.0	0.0	1,286.7
Re-Op Offset Peace II Expansion	75,000.0		0.0	(12,500.0)	62,500.0
Non-Ag OBMP Special Assessment	0.0		735.0	(735.0)	0.0
Non-Ag Dedication	0.0		0.0	0.0	0.0
	76,286.7		735.0	(13,235.0)	63,786.7
DEDICATED REPLENISHMENT					
BlueTriton Brands, Inc.	0.0	0.0	0.0	0.0	0.0
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0
Chino Hills, City Of	0.0	0.0	0.0	0.0	0.0
Chino, City Of	0.0	0.0	0.0	0.0	0.0
Cucamonga Valley Water District	0.0	0.0	0.0	0.0	0.0
Fontana Union Water Company	0.0	0.0	1,677.8	(1,677.8)	0.0
Fontana Water Company	0.0	0.0	0.0	0.0	0.0
Fontana, City Of	0.0	0.0	0.0	0.0	0.0
Golden State Water Company	0.0	0.0	0.0	0.0	0.0
Jurupa Community Services District	0.0	0.0	0.0	0.0	0.0
Marygold Mutual Water Company	0.0	0.0	0.0	0.0	0.0
Monte Vista Irrigation Company	0.0	0.0	0.0	0.0	0.0
Monte Vista Water District	0.0	0.0	0.0	0.0	0.0
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	0.0	0.0	0.0	0.0	0.0
Nicholson Family Trust	0.0	0.0	0.3	(0.3)	0.0
Norco, City Of	0.0	0.0	0.0	0.0	0.0
Ontario, City Of	0.0	0.0	5,598.5	(5,598.5)	0.0
Pomona, City Of	0.0	0.0	0.0	0.0	0.0
San Antonio Water Company	0.0	0.0	0.0	0.0	0.0
San Bernardino, County of (Shooting Park)	0.0	0.0	0.0	0.0	0.0
Santa Ana River Water Company	0.0	0.0	0.0	0.0	0.0
Upland, City Of	0.0	0.0	0.0	0.0	0.0
West End Consolidated Water Co	0.0	0.0	0.0	0.0	0.0
West Valley Water District	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	7,276.7	(7,276.7)	0.0
	13A	13B	13C	13D	13E
<u>STORAGE AND RECOVERY</u>	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
METROPOLITAN WATER DISTRICT					
Dry Year Yield / Conjunctive Use Program	22,928.8	(16.1)	0.0	(22,912.8)	0.0
	13F	13G	13H	13I	13J

Notes:

1) The DYY account balance as of June 30, 2022 is zero.



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

Water Transaction Summary

	Water Transactions				
	Assigned Rights	General Transfer	Transfers (To) / From ECO Account	Transfers (To) Desalter Replenishment	Total Water Transactions
BlueTriton Brands, Inc.	1,000.0	0.0	0.0	0.0	1,000.0
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0
Chino Hills, City Of	0.0	0.0	0.0	0.0	0.0
Chino, City Of	(5,500.0)	0.0	5,500.0	0.0	0.0
Cucamonga Valley Water District	(7,500.0)	6,415.9	4,116.8	0.0	3,032.7
Desalter Authority	0.0	0.0	0.0	0.0	0.0
Fontana Union Water Company	0.0	(6,415.9)	0.0	(1,677.8)	(8,093.7)
Fontana Water Company	12,504.5	0.0	0.0	0.0	12,504.5
Fontana, City Of	0.0	0.0	0.0	0.0	0.0
Golden State Water Company	712.8	0.0	0.0	0.0	712.8
Jurupa Community Services District	0.0	0.0	0.0	0.0	0.0
Marygold Mutual Water Company	0.0	0.0	0.0	0.0	0.0
Monte Vista Irrigation Company	0.0	0.0	0.0	0.0	0.0
Monte Vista Water District	500.0	0.0	0.0	0.0	500.0
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	2,000.0	0.0	0.0	0.0	2,000.0
Nicholson Family Trust	(4.5)	0.0	0.0	(0.3)	(4.8)
Norco, City Of	0.0	0.0	0.0	0.0	0.0
Ontario, City Of	0.0	5,598.5	0.0	(5,598.5)	0.0
Pomona, City Of	0.0	0.0	0.0	0.0	0.0
San Antonio Water Company	0.0	0.0	0.0	0.0	0.0
San Bernardino, County of (Shooting Park)	0.0	0.0	0.0	0.0	0.0
Santa Ana River Water Company	(3,000.0)	0.0	3,000.0	0.0	0.0
Upland, City Of	836.6	0.0	0.0	0.0	836.6
West End Consolidated Water Co	(1,549.4)	0.0	1,416.6	0.0	(132.8)
West Valley Water District	0.0	0.0	0.0	0.0	0.0
	0.0	5,598.5	14,033.4	(7,276.7)	12,355.3

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Notes:

**POOL 3****Assessment Year 2022-2023 (Production Year 2021-2022)**

Land Use Conversion Summary

	Prior Conversion	Conversion @ 1.3 af/ac		Total Prior to Peace Agrmt Converted AF	Conversion @ 2.0 af/ac		Total Land Use Conversion Acre-Feet
		Acres	Acre-Feet		Acres	Acre-Feet	
Chino Hills, City Of	0.0	670.266	871.3	871.3	203.334	406.7	1,278.0
Chino, City Of	196.2	1,434.750	1,865.2	2,061.4	3,598.652	7,197.3	9,258.7
Cucamonga Valley Water District	0.0	460.280	598.4	598.4	0.000	0.0	598.4
Fontana Water Company	0.0	0.000	0.0	0.0	417.000	834.0	834.0
Jurupa Community Services District	0.0	2,756.920	3,584.0	3,584.0	5,831.938	11,663.9	15,247.9
Monte Vista Water District	0.0	48.150	62.6	62.6	21.510	43.0	105.6
Ontario, City Of	209.4	527.044	685.2	894.6	2,340.348	4,680.7	5,575.3
	405.6	5,897.410	7,666.6	8,072.3	12,412.782	24,825.6	32,897.8

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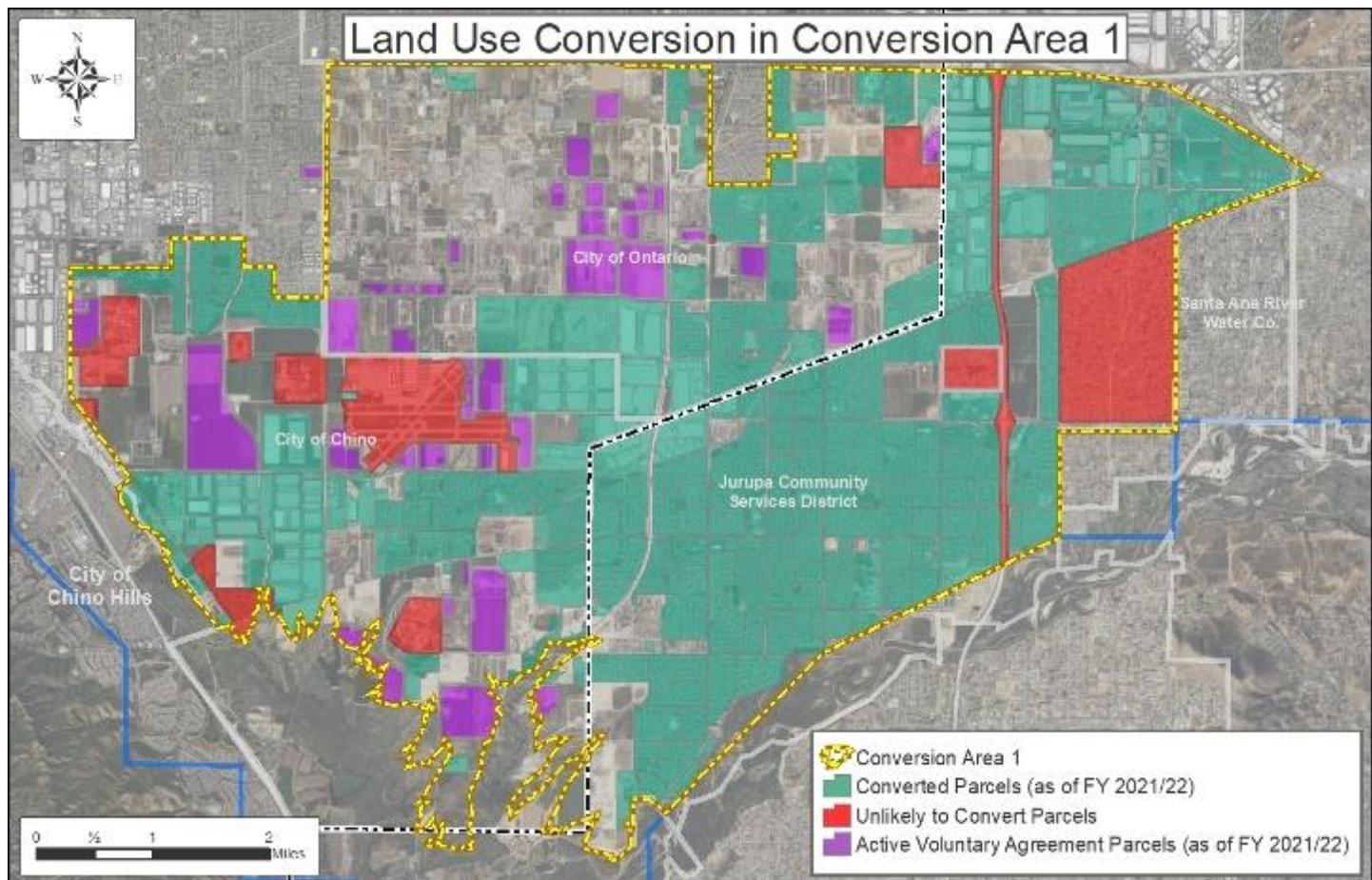
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Notes:



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

Agricultural Pool Reallocation Summary

	Reallocation of Agricultural Pool Safe Yield				
	% Share of Operating Safe Yield	Safe Yield Reduction ¹	Land Use Conversions	Early Transfer	Total AG Pool Reallocation
BlueTriton Brands, Inc.	0.000%	0.0	0.0	0.0	0.0
CalMat Co. (Appropriative)	0.000%	0.0	0.0	0.0	0.0
Chino Hills, City Of	3.851%	346.6	1,278.0	754.7	2,379.3
Chino, City Of	7.357%	662.1	9,258.7	1,441.8	11,362.7
Cucamonga Valley Water District	6.601%	594.1	598.4	1,293.7	2,486.1
Desalter Authority	0.000%	0.0	0.0	0.0	0.0
Fontana Union Water Company	11.657%	1,049.1	0.0	2,284.6	3,333.7
Fontana Water Company	0.002%	0.2	834.0	0.4	834.6
Fontana, City Of	0.000%	0.0	0.0	0.0	0.0
Golden State Water Company	0.750%	67.5	0.0	147.0	214.5
Jurupa Community Services District	3.759%	338.3	15,247.9	736.7	16,322.9
Marygold Mutual Water Company	1.195%	107.6	0.0	234.2	341.7
Monte Vista Irrigation Company	1.234%	111.1	0.0	241.8	352.9
Monte Vista Water District	8.797%	791.7	105.6	1,724.0	2,621.4
NCL Co, LLC	0.000%	0.0	0.0	0.0	0.0
Niagara Bottling, LLC	0.000%	0.0	0.0	0.0	0.0
Nicholson Family Trust	0.007%	0.6	0.0	1.4	2.0
Norco, City Of	0.368%	33.1	0.0	72.1	105.2
Ontario, City Of	20.742%	1,866.8	5,575.3	4,065.0	11,507.1
Pomona, City Of	20.454%	1,840.9	0.0	4,008.6	5,849.5
San Antonio Water Company	2.748%	247.3	0.0	538.6	785.9
San Bernardino, County of (Shooting Park)	0.000%	0.0	0.0	0.0	0.0
Santa Ana River Water Company	2.373%	213.6	0.0	465.1	678.6
Upland, City Of	5.202%	468.2	0.0	1,019.5	1,487.7
West End Consolidated Water Co	1.728%	155.5	0.0	338.7	494.2
West Valley Water District	1.175%	105.8	0.0	230.3	336.0
Agricultural Pool Safe Yield	82,800.0	100%	9,000.0	32,897.8	19,598.1
Agricultural Pool Production	(21,304.0)	16A	16B	16C	16D
Safe Yield Reduction ¹	(9,000.0)				16E
Land Use Conversions	(32,897.8)				
Early Transfer [16D]	19,598.1				

Notes:

¹ Paragraph 10, Subdivision (a)(1) of Exhibit "H" of the Judgment states "to supplement, in the particular year, water available from Operating Safe Yield to compensate for any reduction in the Safe Yield by reason of recalculation thereof after the tenth year of operation hereunder."



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

POOL 3

Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:	AF
Appropriative - 100	1,751.7
Appropriative - 15/85	17.2
Non-Agricultural - 100	54.8
	1,823.7

Replenishment Rates	
2022 Rate	\$811.00
2021 Rate	\$789.00

Pool 3 Appropriative

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)	AF Production and Exchanges	85/15 Producers	Percent	15%	85%	100%	Total
BlueTriton Brands, Inc.	0.0	\$0.00	\$0.00	251.6	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
CalMat Co. (Appropriative)	0.0	\$0.00	\$0.00	0.0	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
Chino Hills, City Of	0.0	\$0.00	\$0.00	2,628.9	2,628.9	4.217%	\$2.14	\$0.00	XXXXXXXXXXXX	\$2.14
Chino, City Of	0.0	\$0.00	\$0.00	3,059.9	3,059.9	4.909%	\$2.49	\$0.00	XXXXXXXXXXXX	\$2.49
Cucamonga Valley Water District	0.0	\$0.00	\$0.00	9,368.3	9,368.3	15.029%	\$7.63	\$0.00	XXXXXXXXXXXX	\$7.63
Desalter Authority	0.0	\$0.00	\$0.00	40,525.4	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00
Fontana Union Water Company	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
Fontana Water Company	0.0	\$0.00	\$0.00	11,387.1	11,387.1	18.268%	\$9.27	\$0.00	XXXXXXXXXXXX	\$9.27
Fontana, City Of	0.0	\$0.00	\$0.00	0.0	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
Golden State Water Company	0.0	\$0.00	\$0.00	1,066.1	1,066.1	1.710%	\$0.87	\$0.00	XXXXXXXXXXXX	\$0.87
Jurupa Community Services District	0.0	\$0.00	\$0.00	11,601.7	11,601.7	18.612%	\$9.45	\$0.00	XXXXXXXXXXXX	\$9.45
Marygold Mutual Water Company	0.0	\$0.00	\$0.00	944.2	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
Monte Vista Irrigation Company	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
Monte Vista Water District	0.0	\$0.00	\$0.00	6,994.9	6,994.9	11.222%	\$5.70	\$0.00	XXXXXXXXXXXX	\$5.70
NCL Co, LLC	0.0	\$0.00	\$0.00	0.0	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
Niagara Bottling, LLC	1,751.7	\$1,386,081.40	\$34,509.18	1,684.0	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$34,509.18	\$34,509.18
Nicholson Family Trust	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
Norco, City Of	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
Ontario, City Of	0.0	\$0.00	\$0.00	14,390.0	14,390.0	23.085%	\$11.72	\$0.00	XXXXXXXXXXXX	\$11.72
Pomona, City Of	0.0	\$0.00	\$0.00	10,183.8	XXXXXXXXXXXX	0.000%	XXXXXXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00
San Antonio Water Company	0.0	\$0.00	\$0.00	402.5	402.5	0.646%	\$0.33	\$0.00	XXXXXXXXXXXX	\$0.33
San Bernardino, County of (Shooting Park)	17.2	\$13,588.90	\$338.40	19.8	19.8	0.032%	\$0.02	\$287.64	XXXXXXXXXXXX	\$287.66
Santa Ana River Water Company	0.0	\$0.00	\$0.00	103.2	103.2	0.165%	\$0.08	\$0.00	XXXXXXXXXXXX	\$0.08
Upland, City Of	0.0	\$0.00	\$0.00	1,312.4	1,312.4	2.105%	\$1.07	\$0.00	XXXXXXXXXXXX	\$1.07
West End Consolidated Water Co	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
West Valley Water District	0.0	\$0.00	\$0.00	0.0	0.0	0.000%	\$0.00	\$0.00	XXXXXXXXXXXX	\$0.00
Pool 3 Appropriative Total	1,768.8	\$1,399,670.30	\$34,847.58	115,923.6	62,334.7	100.000%	\$50.77	\$287.64	\$34,509.18	\$34,847.59

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Notes:

1) The 2022 replenishment rate includes MWD's Full Service Untreated Tier 1 volumic cost of \$799/AF, a \$10/AF surcharge from Three Valleys Municipal Water District, and a \$2/AF connection fee from Orange County Water District.



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

Desalter Replenishment Accounting¹

POOL 3

Production Year	Desalter Production			Desalter (aka Kaiser) Account PIIA, 6.2 (a)(i)	Paragraph 31 Settlement Agreements Dedication ³ PIIA, 6.2(a)(ii)	"Leave Behind" Losses PIIA, 6.2(a)(iv)	Safe Yield Contributed by Parties PIIA, 6.2(a)(v)	Desalter Replenishment			Appropriative Pool DRO Contribution PIIA, 6.2(b)(ii)	Non-Ag OBMP Assessment (10% Haircut) ⁶ PIIA, 6.2(b)(i)	Remaining Desalter Replenishment Obligation ^{4,7} PIIA, 6.2(b)(iii)
	Pre-Peace II Desalter Production	Peace II Desalter Expansion Production ²	Total					Allocation to Pre-Peace II Desalters ^{4,8}	Allocation to All Desalters ⁵	Balance			
2000 / 2001	7,989.0	0.0	7,989.0	3,994.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3,994.5
2001 / 2002	9,457.8	0.0	9,457.8	4,728.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4,728.9
2002 / 2003	10,438.5	0.0	10,438.5	5,219.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5,219.3
2003 / 2004	10,605.0	0.0	10,605.0	5,302.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5,302.5
2004 / 2005	9,853.6	0.0	9,853.6	4,926.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4,926.8
2005 / 2006	16,475.8	0.0	16,475.8	11,579.1	0.0	0.0	0.0	0.0	0.0	400,000.0	0.0	0.0	4,896.7
2006 / 2007	26,356.2	0.0	26,356.2	608.4	4,273.1	0.0	0.0	21,474.7	0.0	378,525.3	0.0	0.0	0.0
2007 / 2008	26,972.1	0.0	26,972.1	0.0	0.0	0.0	0.0	26,972.1	0.0	351,553.2	0.0	0.0	0.0
2008 / 2009	32,920.5	0.0	32,920.5	0.0	0.0	0.0	0.0	61,989.1	0.0	289,564.1	0.0	0.0	(29,068.6)
2009 / 2010	28,516.7	0.0	28,516.7	0.0	0.0	0.0	0.0	28,516.7	0.0	261,047.4	0.0	0.0	0.0
2010 / 2011	29,318.7	0.0	29,318.7	0.0	0.0	0.0	0.0	29,318.7	0.0	231,728.7	0.0	0.0	0.0
2011 / 2012	28,378.9	0.0	28,378.9	0.0	0.0	0.0	0.0	28,378.9	0.0	203,349.7	0.0	0.0	0.0
2012 / 2013	27,061.7	0.0	27,061.7	0.0	0.0	0.0	0.0	27,061.7	0.0	176,288.1	0.0	0.0	0.0
2013 / 2014	29,228.0	14.6	29,242.6	0.0	0.0	0.0	0.0	0.0	12,500.0	163,788.1	10,000.0	0.0	6,742.6
2014 / 2015	29,541.3	448.7	29,990.0	0.0	0.0	0.0	0.0	0.0	12,500.0	151,288.1	10,000.0	0.0	7,490.0
2015 / 2016	27,008.8	1,154.1	28,162.9	0.0	0.0	0.0	0.0	0.0	12,500.0	138,788.1	10,000.0	0.0	5,662.9
2016 / 2017	26,725.6	1,527.2	28,252.8	0.0	0.0	0.0	0.0	0.0	12,500.0	126,288.1	10,000.0	735.0	5,017.8
2017 / 2018	28,589.8	1,462.5	30,052.3	0.0	0.0	0.0	0.0	0.0	12,500.0	113,788.1	10,000.0	735.0	6,817.3
2018 / 2019	25,502.9	5,696.3	31,199.2	0.0	0.0	0.0	0.0	0.0	12,500.0	101,288.1	10,000.0	735.0	7,964.2
2019 / 2020	27,593.6	8,003.4	35,597.1	0.0	0.0	0.0	0.0	0.0	12,500.0	88,788.1	10,000.0	735.0	12,362.0
2020 / 2021	31,944.8	8,169.7	40,114.5	0.0	0.0	0.0	0.0	0.0	12,500.0	76,288.1	10,000.0	735.0	16,879.4
2021 / 2022	28,678.0	11,847.4	40,525.4	0.0	0.0	0.0	0.0	0.0	12,500.0	63,788.1	10,000.0	735.0	17,290.4
2022 / 2023	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	12,500.0	51,288.1	10,000.0	735.0	16,765.0
2023 / 2024	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	12,500.0	38,788.1	10,000.0	735.0	16,765.0
2024 / 2025	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	12,500.0	26,288.1	10,000.0	735.0	16,765.0
2025 / 2026	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	5,000.0	21,288.1	10,000.0	735.0	24,265.0
2026 / 2027	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	5,000.0	16,288.1	10,000.0	735.0	24,265.0
2027 / 2028	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	5,000.0	11,288.1	10,000.0	735.0	24,265.0
2028 / 2029	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	5,000.0	6,288.1	10,000.0	735.0	24,265.0
2029 / 2030	30,000.0	10,000.0	40,000.0	0.0	0.0	0.0	0.0	0.0	5,000.0	1,288.1	10,000.0	735.0	24,265.0
	759,157.4	118,323.8	877,481.3	36,359.6	4,273.1	0.0	0.0	223,711.9	175,000.0		170,000.0	10,290.5	257,846.5
	18A	18B	18C	18D	18E	18F	18G	18H	18I	18J	18K	18L	18M

Notes:

¹ Original table format and content: WEI, Response to Condition Subsequent Number 7, November 2008. Table has since been revised as a result of the March 15, 2019 Court Order.² Peace II Desalter Expansion was anticipated to have an annual production of approximately 10,000 AF.³ 3,956,877 acre-feet + 316,177 acre-feet added as Non-Ag dedicated stored water per Paragraph 31 Settlement Agreements. Per Agreements, the water is deemed to have been dedicated as of June 30, 2007.⁴ Six years of Desalter tracking (Production Year 2000-2001 through Production Year 2005/2006) may have incorrectly assumed that a significant portion of Desalter production was being offset by Desalter Induced Recharge. Condition Subsequent 7 included an adjustment of 29,070 AF against Desalter replenishment in Production Year 2008/2009.⁵ Pursuant to section 7.2(e)(ii) of the Peace II Agreement, the initial schedule for the Peace II Desalter Expansion controlled overdraft of 175,000 acre-feet had been amended to be allocated to Desalter replenishment over a 17-year period, beginning in 2013/14 and ending in 2029/30.⁶ For the first 10 years following the Peace II Agreement (2006/2007 through 2015/2016), the Non-Ag "10% Haircut" water is apportioned among the specific seven members of the Appropriative Pool, per PIIA 9.2(a). In the eleventh year and in each year thereafter, it is dedicated to Watermaster to further offset desalter replenishment. However, to the extent there is no remaining desalter replenishment obligation in any year after applying the offsets set forth in 6.2(a), it will be distributed pro rata among the members of the Appropriative Pool based upon each Producer's combined total share of OSY and the previous year's actual production.⁷ Per the Peace II Agreement, Section 6.2(b)(iii) (as amended by the March 15, 2019 Court Order), the Remaining Desalter Replenishment Obligation is to be assessed against the Appropriative Pool, pro-rata based on each Producer's combined total share of OSY and their Adjusted Physical Production.⁸ Due to the Re-Operation Schedule amendments in 2019, the Pre-Peace II Controlled Overdraft is left with a balance of 1,288.054 AF, which may be utilized at a later date to offset a future Desalter Replenishment Obligation.



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

Desalter Replenishment Obligation Contribution

	Percent of Operating Safe Yield	Land Use Conversions	Percent of Land Use Conversions	85% DROC Based on % OSY	15% DROC Based on % of LUC	Total DRO Contribution
BlueTriton Brands, Inc.	0.000%	0.0	0.000%	0.0	0.0	0.0
CalMat Co. (Appropriative)	0.000%	0.0	0.000%	0.0	0.0	0.0
Chino Hills, City Of	3.851%	1,278.0	3.885%	327.3	58.3	385.6
Chino, City Of	7.357%	9,258.7	28.144%	625.3	422.2	1,047.5
Cucamonga Valley Water District	6.601%	598.4	1.819%	561.1	27.3	588.4
Fontana Union Water Company	11.657%	0.0	0.000%	990.8	0.0	990.8
Fontana Water Company	0.002%	834.0	2.535%	0.2	38.0	38.2
Fontana, City Of	0.000%	0.0	0.000%	0.0	0.0	0.0
Golden State Water Company	0.750%	0.0	0.000%	63.8	0.0	63.8
Jurupa Community Services District	3.759%	15,247.9	46.349%	319.5	695.2	1,014.8
Marygold Mutual Water Company	1.195%	0.0	0.000%	101.6	0.0	101.6
Monte Vista Irrigation Company	1.234%	0.0	0.000%	104.9	0.0	104.9
Monte Vista Water District	8.797%	105.6	0.321%	747.7	4.8	752.6
NCL Co, LLC	0.000%	0.0	0.000%	0.0	0.0	0.0
Niagara Bottling, LLC	0.000%	0.0	0.000%	0.0	0.0	0.0
Nicholson Family Trust	0.007%	0.0	0.000%	0.6	0.0	0.6
Norco, City Of	0.368%	0.0	0.000%	31.3	0.0	31.3
Ontario, City Of	20.742%	5,575.3	16.947%	1,763.1	254.2	2,017.3
Pomona, City Of	20.454%	0.0	0.000%	1,738.6	0.0	1,738.6
San Antonio Water Company	2.748%	0.0	0.000%	233.6	0.0	233.6
San Bernardino, County of (Shooting Park)	0.000%	0.0	0.000%	0.0	0.0	0.0
Santa Ana River Water Company	2.373%	0.0	0.000%	201.7	0.0	201.7
Upland, City Of	5.202%	0.0	0.000%	442.2	0.0	442.2
West End Consolidated Water Co	1.728%	0.0	0.000%	146.9	0.0	146.9
West Valley Water District	1.175%	0.0	0.000%	99.9	0.0	99.9
	100.000%	32,897.8	100.000%	8,500.0	1,500.0	10,000.0

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Notes:

Section 6.2(b)(ii) of the Peace II Agreement as the amendment is shown in the March 15, 2019 Court Order states: "The members of the Appropriative Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among the Appropriative Pool members as follows: 1) 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool members; and 2) 15% of the total (1,500 afy) will be allocated according to each land use conversion agency's percentage of the total land use conversion claims. The formula is to be adjusted annually based on the actual land use conversion allocations of the year."



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

Remaining Desalter Replenishment Obligation (RDRO)

POOL 3

	Assigned Share of Operating Safe Yield	CALCULATING THE ADJUSTED PHYSICAL PRODUCTION						ALLOCATING THE RDRO		
		Physical Production	50% of Voluntary Agreements with Ag	Assignments with Non-Ag	Storage and Recovery Programs	Other Adjustments	Total Adjusted Physical Production	Total Production and OSY Basis (20A+20G)	Percentage (20H) / Sum(20H)	Total Remaining Desalter Replenishment Obligation
BlueTriton Brands, Inc.	0.0	251.6	0.0	0.0	0.0	0.0	251.6	251.6	0.210%	36.3
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.0
Chino Hills, City Of	1,572.5	2,693.8	(32.4)	0.0	0.0	0.0	2,661.4	4,233.9	3.534%	611.0
Chino, City Of	3,004.2	6,193.0	(1,529.0)	(75.1)	0.0	0.0	4,588.9	7,593.1	6.338%	1,095.8
Cucamonga Valley Water District	2,695.5	27,281.1	0.0	0.0	(17,912.8)	0.0	9,368.3	12,063.7	10.069%	1,741.1
Fontana Union Water Company	4,760.0	0.0	0.0	0.0	0.0	0.0	0.0	4,760.0	3.973%	687.0
Fontana Water Company	0.8	16,387.1	0.0	0.0	(5,000.0)	0.0	11,387.1	11,387.9	9.505%	1,643.5
Fontana, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.0
Golden State Water Company	306.3	1,066.1	0.0	0.0	0.0	0.0	1,066.1	1,372.3	1.145%	198.1
Jurupa Community Services District	1,535.0	12,094.5	0.0	(430.6)	0.0	(62.2)	11,601.7	13,136.6	10.965%	1,895.9
Marygold Mutual Water Company	488.0	944.2	0.0	0.0	0.0	0.0	944.2	1,432.1	1.195%	206.7
Monte Vista Irrigation Company	503.9	0.0	0.0	0.0	0.0	0.0	0.0	503.9	0.421%	72.7
Monte Vista Water District	3,592.2	7,184.8	(56.8)	(17.6)	0.0	(58.8)	7,051.7	10,643.8	8.884%	1,536.1
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.0
Niagara Bottling, LLC	0.0	1,684.0	0.0	0.0	0.0	0.0	1,684.0	1,684.0	1.406%	243.0
Nicholson Family Trust	2.9	0.0	0.0	0.0	0.0	0.0	0.0	2.9	0.002%	0.4
Norco, City Of	150.3	0.0	0.0	0.0	0.0	0.0	0.0	150.3	0.125%	21.7
Ontario, City Of	8,469.8	19,669.8	(1,954.5)	(1,370.8)	0.0	0.0	16,344.5	24,814.3	20.712%	3,581.2
Pomona, City Of	8,352.2	10,183.8	0.0	0.0	0.0	0.0	10,183.8	18,536.0	15.472%	2,675.1
San Antonio Water Company	1,122.1	402.5	0.0	0.0	0.0	0.0	402.5	1,524.6	1.273%	220.0
San Bernardino, County of (Shooting Park)	0.0	19.8	0.0	0.0	0.0	0.0	19.8	19.8	0.017%	2.9
Santa Ana River Water Company	969.0	0.0	0.0	0.0	0.0	103.2	103.2	1,072.1	0.895%	154.7
Upland, City Of	2,124.2	1,473.4	0.0	0.0	0.0	(161.0)	1,312.4	3,436.6	2.868%	496.0
West End Consolidated Water Co	705.6	0.0	0.0	0.0	0.0	0.0	0.0	705.6	0.589%	101.8
West Valley Water District	479.8	0.0	0.0	0.0	0.0	0.0	0.0	479.8	0.400%	69.2
	40,834.0	107,529.3	(3,572.7)	(1,894.0)	(22,912.8)	(178.9)	78,970.8	119,804.9	100.000%	17,290.4
	20A	20B	20C	20D	20E	20F	20G	20H	20I	20J

Notes:

Section 6.2(b)(iii) of the Peace II Agreement as the amendment is shown in the March 15, 2019 Court Order states: "A Replenishment Assessment against the Appropriative Pool for any remaining Desalter replenishment obligation after applying both 6(b)(i) and 6(b)(ii), allocated pro-rata to each Appropriative Pool member according to the combined total of the member's share of Operating Safe Yield and the member's Adjusted Physical Production."



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

POOL 3

Desalter Replenishment Summary

	Desalter Replenishment Obligation in AF			Total DRO Fulfillment Activity								Assessments	
	Desalter Replenishment Obligation Contribution	Remaining Desalter Replenishment Obligation	Total Desalter Replenishment Obligation	Transfer from Dedicated Replenishment Account	Transfer from Excess Carry Over Storage Account	Transfer from Recharged Recycled Storage Account	Transfer from Quantified Storage Account	Transfer from Post 7/1/2000 Storage Account	Replenishment Water Purchase	Total Transfers and Water Purchases	Residual DRO (AF)	Assessments Due On Residual DRO (\$)	
BlueTriton Brands, Inc.	0.0	(36.3)	(36.3)	0.0	36.3	0.0	0.0	0.0	0.0	36.3	0.0	0.00	
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Chino Hills, City Of	(385.6)	(611.0)	(996.6)	0.0	0.0	0.0	996.6	0.0	0.0	996.6	0.0	0.00	
Chino, City Of	(1,047.5)	(1,095.8)	(2,143.3)	0.0	2,143.3	0.0	0.0	0.0	0.0	2,143.3	0.0	0.00	
Cucamonga Valley Water District	(588.4)	(1,741.1)	(2,329.4)	0.0	2,329.4	0.0	0.0	0.0	0.0	2,329.4	0.0	0.00	
Fontana Union Water Company	(990.8)	(687.0)	(1,677.8)	1,677.8	0.0	0.0	0.0	0.0	0.0	1,677.8	0.0	0.00	
Fontana Water Company	(38.2)	(1,643.5)	(1,681.7)	0.0	1,681.7	0.0	0.0	0.0	0.0	1,681.7	0.0	0.00	
Fontana, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Golden State Water Company	(63.8)	(198.1)	(261.8)	0.0	0.0	0.0	261.8	0.0	0.0	261.8	0.0	0.00	
Jurupa Community Services District	(1,014.8)	(1,895.9)	(2,910.6)	0.0	2,910.6	0.0	0.0	0.0	0.0	2,910.6	0.0	0.00	
Marygold Mutual Water Company	(101.6)	(206.7)	(308.3)	0.0	296.0	0.0	12.3	0.0	0.0	308.3	0.0	0.00	
Monte Vista Irrigation Company	(104.9)	(72.7)	(177.6)	0.0	177.6	0.0	0.0	0.0	0.0	177.6	0.0	0.00	
Monte Vista Water District	(752.6)	(1,536.1)	(2,288.7)	0.0	1,623.5	665.2	0.0	0.0	0.0	2,288.7	0.0	0.00	
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Niagara Bottling, LLC	0.0	(243.0)	(243.0)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	(243.0)	197,103.01	
Nicholson Family Trust	(0.6)	(0.4)	(1.0)	0.3	0.7	0.0	0.0	0.0	0.0	1.0	0.0	0.00	
Norco, City Of	(31.3)	(21.7)	(53.0)	0.0	53.0	0.0	0.0	0.0	0.0	53.0	0.0	0.00	
Ontario, City Of	(2,017.3)	(3,581.2)	(5,598.5)	5,598.5	0.0	0.0	0.0	0.0	0.0	5,598.5	0.0	0.00	
Pomona, City Of	(1,738.6)	(2,675.1)	(4,413.7)	0.0	4,413.7	0.0	0.0	0.0	0.0	4,413.7	0.0	0.00	
San Antonio Water Company	(233.6)	(220.0)	(453.6)	0.0	453.6	0.0	0.0	0.0	0.0	453.6	0.0	0.00	
San Bernardino, County of (Shooting Park)	0.0	(2.9)	(2.9)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	(2.9)	2,319.46	
Santa Ana River Water Company	(201.7)	(154.7)	(356.4)	0.0	356.4	0.0	0.0	0.0	0.0	356.4	0.0	0.00	
Upland, City Of	(442.2)	(496.0)	(938.1)	0.0	938.1	0.0	0.0	0.0	0.0	938.1	0.0	0.00	
West End Consolidated Water Co	(146.9)	(101.8)	(248.7)	0.0	248.7	0.0	0.0	0.0	0.0	248.7	0.0	0.00	
West Valley Water District	(99.9)	(69.2)	(169.1)	0.0	169.1	0.0	0.0	0.0	0.0	169.1	0.0	0.00	
	(10,000.0)	(17,290.4)	(27,290.4)	7,276.7	17,831.9	665.2	1,270.7	0.0	0.0	27,044.5	(245.9)	199,422.47	
	21A	21B	21C	21D	21E	21F	21G	21H	21I	21J	21K	21L	

Notes:

1) City of Ontario (Non-Ag) dedicated 3,681.8 AF of Carryover water, and 1,916.7 AF of Excess Carryover water, to satisfy City of Ontario's 2022/23 DRO pursuant to an Exhibit "G" Section 10 Form A.



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

ALL POOLS

Assessment Calculation - Projected (Includes "10% Judgment Administration and 15% OBMP & Program Elements 1-9 Operating Reserves")

	FY 2021/22 Budget ⁵	FY 2022/23 Budget	ASSESSMENT	APPROPRIATIVE POOL	AGRICULTURAL POOL	NON-AG POOL			
PRODUCTION BASIS			98,806.120	73,423.920	74.311%	21,484.815	21.744%	3,897.385	3.944%
2020/2021 Production and Exchanges in Acre-Feet (Actuals)			99,715.646	75,398.179	75.613%	21,304.032	21.365%	3,013.435	3.022%
BUDGET				Judgment Administration	OBMP & PE 1-9	Judgment Administration	OBMP & PE 1-9	Judgment Administration	OBMP & PE 1-9
Judgment Administration ^{2,3}	\$2,200,720	\$3,334,108	\$3,334,108	\$2,521,025	\$4,178,812	\$712,324		\$100,758	
OBMP & Program Elements 1-9 ²	\$5,050,683	\$5,526,566	\$5,526,566		\$4,178,812		\$1,180,739		\$167,014
Judgment Administration, OBMP & PE 1-9 Assessments	\$7,251,403	\$8,860,674	\$8,860,674	\$2,521,025	\$4,178,812	\$712,324	\$1,180,739	\$100,758	\$167,014
TOTAL BUDGET			\$8,860,674	\$2,521,025	\$4,178,812	\$712,324	\$1,180,739	\$100,758	\$167,014
Less: Budgeted Interest Income	(\$106,125)	(\$35,550)	(\$35,550)		(\$26,880)		(\$7,595)		(\$1,074)
Less: Contributions from Outside Agencies	(\$177,430)	(\$181,866)	(\$181,866)		(\$137,515)		(\$38,855)		(\$5,496)
Subtotal: CASH DEMAND	\$6,967,848	\$8,643,258	\$8,643,258	\$2,521,025	\$4,014,417	\$712,324	\$1,134,288	\$100,758	\$160,444
Add: OPERATING RESERVE									
Judgment Administration (10%)	\$220,072	\$333,411	\$333,411	\$252,103		\$71,233		\$10,076	
OBMP & PE 1-9 (15%)	\$757,602	\$828,985	\$828,985		\$626,822		\$177,111		\$25,052
Subtotal: OPERATING RESERVE	\$977,674	\$1,162,396	\$1,162,396	\$252,103	\$626,822	\$71,233	\$177,111	\$10,076	\$25,052
Less: Cash Balance on Hand Available for Assessments ⁴	(\$977,674)	(\$1,162,396)	(\$1,162,396)	(\$252,103)	(\$626,822)	(\$71,233)	(\$177,111)	(\$10,076)	(\$25,052)
FUNDS REQUIRED TO BE ASSESSED	\$6,967,848	\$8,643,258	\$8,643,258	\$2,521,025	\$4,014,417	\$712,324	\$1,134,288	\$100,758	\$160,444
Proposed Assessments									
Judgment Administration, OBMP & PE 1-9 Assessments (Minimum \$5.00 Per Producer)									
[A] Per Acre-Foot				\$33.44	\$53.24	\$33.44	\$53.24	\$33.44	\$53.24
Grand Total					\$86.68		\$86.68		\$86.68
Prior Year Assessments, (Actuals) Information Only									
[B] Per Acre-Foot				\$22.27	\$48.25	\$22.27	\$48.25	\$22.27	\$48.25
Grand Total					\$70.52		\$70.52		\$70.52
Variance Between Proposed Assessments and Prior Year Assessments									
[A] - [B]				\$11.17	\$4.99	\$11.17	\$4.99	\$11.17	\$4.99
Grand Total					\$16.16		\$16.16		\$16.16
Estimated Assessment as of "Amended" Budget September 8, 2022, Information Only									
[A] - [B]				\$30.78	\$47.07	\$30.78	\$47.07	\$30.78	\$47.07
Grand Total					\$77.85		\$77.85		\$77.85

Notes:

¹ Due to the timing of when the Budget and the Assessment Package are prepared, actual production numbers on this page may differ from the Budget depending on any last minute corrections during the Assessment Package preparation process.

² Total costs are allocated to Pools by actual production percentages. Does not include Recharge Debt Payment, Recharge Improvement Projects, Replenishment Water Purchases, or RTS charges.

³ Judgment Administration excludes OAP, AP, and ONAP specific legal services, meeting compensation, or Special Funds. These items invoiced separately on the Assessment invoices.

⁴ June 30th fund balance (estimated) less funds required for Operating Reserves, Agricultural Pool Reserves, and Carryover replenishment obligations.

⁵ The previous fiscal year's budget numbers are from the previously approved Assessment Package and does not reflect numbers from any amended budget that may have followed.



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

Water Transaction Detail

Standard Transactions

To:	From:	Date of Submittal	Quantity	\$ / Acre Feet	If 85/15 Rule Applies:		
					85%	15%	WM Pays
BlueTriton Brands, Inc.	Santa Ana River Water Company Storage Account	9/27/2021	1,000.0	0.00	0.00		
	\$/AF not disclosed.						
Fontana Water Company	Cucamonga Valley Water District Annual Account	4/4/2022	7,500.0	575.28	4,314,600.00	3,667,410.00	647,190.00
	Nicholson Family Trust Annual Account	4/22/2022	4.5	607.24	2,732.58	2,322.69	409.89
	Chino, City Of Storage Account	5/18/2022	3,047.2	639.20	1,947,758.10	1,655,594.38	292,163.71
	Chino, City Of Storage Account	5/18/2022	1,952.8	639.20	1,248,241.90		
Golden State Water Company	Upland, City Of Annual Account	7/18/2021	140.0	573.40	80,276.00	68,234.60	12,041.40
	West End Consolidated Water Co Annual Account	7/18/2021	66.4	49.00	3,253.60		
	85/15 Rule does not apply -- method of utilizing West End shares						
	West End Consolidated Water Co Annual Account	5/26/2022	66.4	49.00	3,253.60		
	85/15 Rule Does Not Apply -- Utilizing West End Shares						
	Upland, City Of Annual Account	5/27/2022	405.3	602.07	244,036.43	207,430.97	36,605.46
	Upland, City Of Annual Account	5/27/2022	34.7	602.07	20,874.37		
Monte Vista Water District	Chino, City Of Storage Account	4/20/2022	500.0	639.20	319,600.00		
Niagara Bottling, LLC	Santa Ana River Water Company Storage Account	5/9/2022	2,000.0	0.00	0.00		
	\$/AF Not Disclosed.						
Upland, City Of	West End Consolidated Water Co Storage Account	7/18/2021	708.3	49.00	34,706.70		
	85/15 Rule does not apply -- method of utilizing West End shares						
	West End Consolidated Water Co Storage Account	6/2/2022	708.3	49.00	34,706.70		
	85/15 Rule Does Not Apply -- Utilizing West End Shares						
			18,133.9		8,254,039.98	5,600,992.64	988,410.47
			Total 15% Credits from all Transactions:				\$988,410.47

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

Water Transaction Detail

Applied Recurring Transactions:

From:	To:	Quantity	\$ / Acre Feet	
Fontana Union Water Company Annual Account - Assigned Share of Operating Safe Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC Share of Safe Yield to CVWD.
Fontana Union Water Company Annual Account - Stormwater New Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC New Yield to CVWD.
Fontana Union Water Company Annual Account - Diff - Potential vs. Net	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC Ag Pool Reallocation Difference (Potential vs. Net) to CVWD.
Fontana Union Water Company Annual Account - Transfer (To) / From	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC water transfer rights to CVWD.
Fontana Union Water Company Annual Account - Assigned Rights	Cucamonga Valley Water District Annual Account - Assigned Rights	All	0.00	Transfer FUWC water transfer rights to CVWD.
Fontana Union Water Company Annual Account - Total AG SY Reallocation	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer FUWC Total Ag SY to CVWD.
Fontana Union Water Company Annual Account - Desalter Replenishment Obligation	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	0.00	Transfer of FUWC DRO

Notes:

- 1) The Water Transaction between City of Chino and Fontana Water Company submitted on 5/18/2022 for the amount of 5,000 AF had been split because the amount purchased exceeds what is required to satisfy overproduction; the 85/15 Rule only applies to the portion that satisfies overproduction per the direction of the Appropriative Pool on November 2, 2011.
- 2) The Water Transaction between City of Upland and Golden State Water Company submitted on 5/27/2022 for the amount of 440 AF had been split because the amount purchased exceeds what is required to satisfy overproduction; the 85/15 Rule only applies to the portion that satisfies overproduction per the direction of the Appropriative Pool on November 2, 2011.



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

Analysis of the 85/15 Rule Application to Water Transfers

Notes:

1) The Water Transaction between City of Chino and Fontana Water Company submitted on 5/18/2022 for the amount of 5,000 AF had been split because the amount purchased exceeds what is required to satisfy overproduction; the 85/15 Rule only applies to the portion that satisfies overproduction per the direction of the Appropriative Pool on November 2, 2011.

2) The Water Transaction between City of Upland and Golden State Water Company submitted on 5/27/2022 for the amount of 440 AF had been split because the amount purchased exceeds what is required to satisfy overproduction; the 85/15 Rule only applies to the portion that satisfies overproduction per the direction of the Appropriate Pool on November 2, 2011.

**ALL POOLS****Assessment Year 2022-2023 (Production Year 2021-2022)**

Watermaster Replenishment Calculation

Cost of Replenishment Water per acre foot:

Watermaster Replenishment Cost	\$799.00
Projected Spreading - OCWD Connection Fee	\$2.00
Projected Spreading - Delivery Surcharge	\$10.00
Pre-purchased Credit	\$0.00
Total Replenishment Cost per acre foot (see footnote)	\$811.00

Replenishment Obligation:	AF @ \$811.00	15%	85%	Total
Appropriative - 100	0.0			\$0.00
Appropriative - 15/85	19.8	\$2,411.10	\$13,662.92	\$16,074.02
Non-Agricultural - 100	26.1			\$21,165.48
	45.9			\$37,239.50

Company	AF Production and Exchanges	85/15 Producers	Percent of Total 85/15 Producers	15% Replenishment Assessment	15% Water Transaction Debits
BlueTriton Brands, Inc.	251.6			-	-
CalMat Co. (Appropriative)	0.0			-	-
Chino Hills, City Of	2,628.9	2,628.9	4.217%	\$101.69	\$41,685.74
Chino, City Of	3,059.9	3,059.9	4.909%	\$118.36	\$48,519.37
Cucamonga Valley Water District	9,368.3	9,368.3	15.029%	\$362.36	\$148,548.08
Desalter Authority	40,525.4			-	-
Fontana Union Water Company	0.0	0.0	0.000%	-	-
Fontana Water Company	11,387.1	11,387.1	18.268%	\$440.45	\$180,559.16
Fontana, City Of	0.0			-	-
Golden State Water Company	1,066.1	1,066.1	1.710%	\$41.24	\$16,904.15
Jurupa Community Services District	11,601.7	11,601.7	18.612%	\$448.75	\$183,962.09
Marygold Mutual Water Company	944.2			-	-
Monte Vista Irrigation Company	0.0	0.0	0.000%	-	-
Monte Vista Water District	6,994.9	6,994.9	11.222%	\$270.56	\$110,914.94
NCL Co, LLC	0.0			-	-
Niagara Bottling, LLC	1,684.0			-	-
Nicholson Family Trust	0.0	0.0	0.000%	-	-
Norco, City Of	0.0	0.0	0.000%	-	-
Ontario, City Of	14,390.0	14,390.0	23.085%	\$556.60	\$228,175.30
Pomona, City Of	10,183.8			-	-
San Antonio Water Company	402.5	402.5	0.646%	\$15.57	\$6,381.83
San Bernardino, County of (Shooting Park)	19.8	19.8	0.032%	\$0.77	\$314.28
Santa Ana River Water Company	103.2	103.2	0.165%	\$3.99	\$1,635.60
Upland, City Of	1,312.4	1,312.4	2.105%	\$50.76	\$20,809.92
West End Consolidated Water Co	0.0	0.0	0.000%	-	-
West Valley Water District	0.0	0.0	0.000%	-	-

** Fee assessment total is 15% of Appropriative 15/85 replenishment obligation

Notes: The 2022 rate includes a \$10 delivery surcharge from Three Valleys Municipal Water District.

Transfers to
8GTransfers to
8K



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

Readiness to Serve (RTS) Charges

ALL POOLS

Total Water Purchased: 6,912.9 AF Total RTS Charge: \$39,879.13 (\$5.77/AF)

RO = Replenishment Obligation
 DRO = Desalter Replenishment Obligation
 yyyyymmdd = Order #

Appropriative or Non-Agricultural Pool Party	FY 2016/2017 Water Purchases												FY 2017/2018 Water Purchase												TOTAL RTS CHARGES
	Purchased Water in AF						2015/16 Prod & Exch From 85/15 Producers						Year 5 RTS Charges						Purchased Water in AF						TOTAL RTS CHARGES
	20160623		20161216		20170418		85/15 Breakdown			Acre-Feet	Percent	15%	85%	100%	20171211		2016/17 Prod & Exch From 85/15 Producers			Acre-Feet	Percent	15%	85%	100%	
Appropriative or Non-Agricultural Pool Party	RO	DRO	DRO	RO	AF @ 100%	AF @ 85/15	AF Total					\$0.87	\$4.90	\$5.77	RO	DRO	Acre-Feet	Percent	15%	\$0.87	\$4.90	\$5.77			
BlueTriton Brands, Inc.	1,135.3	8.9	4.0	335.7	1,483.8	0.0	1,483.8	0.0	0.000%	0.00	0.00	8,559.43	0.1	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.52	8,559.95	
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Chino Hills, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.009%	1,548.3	0.000%	0.84	0.00	0.00	0.0	0.0	0.0	2,152.0	3.002%	0.34	0.00	0.00	0.00	1.18	
Chino, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.000%	388.9	0.543%	0.06	0.00	0.00	0.00	0.06	
Cucamonga Valley Water District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	26.648%	20,534.7	11.12	0.00	0.00	0.00	0.0	0.0	0.000%	16,562.0	23.104%	2.65	0.00	0.00	0.00	13.77	
Fontana Union Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Fontana Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	19.877%	15,317.2	8.30	0.00	0.00	0.00	0.0	0.0	0.000%	13,250.5	18.484%	2.12	0.00	0.00	0.00	10.41	
Fontana, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Golden State Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.048%	807.4	0.44	0.00	0.00	0.00	0.0	0.0	0.000%	850.3	1.186%	0.14	0.00	0.00	0.00	0.57	
Jurupa Community Services District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	11.618%	8,952.8	4.85	0.00	0.00	0.00	0.0	0.0	0.000%	11,023.2	15.377%	1.76	0.00	0.00	0.00	6.61	
Marygold Mutual Water Company	78.7	51.9	20.3	0.0	150.9	0.0	150.9	0.0	0.000%	0.00	0.00	870.35	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	870.35	
Monte Vista Irrigation Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Monte Vista Water District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.646%	8,203.7	4.44	0.00	0.00	0.00	0.0	0.0	0.000%	6,865.0	9.577%	1.10	0.00	0.00	0.00	5.54	
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Niagara Bottling, LLC	2,567.5	35.5	0.0	1,174.3	3,777.3	0.0	3,777.3	0.0	0.000%	0.00	0.00	21,790.53	946.1	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,248.13	
Nicholson Family Trust	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Norco, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Ontario, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	23.429%	18,053.8	9.78	0.00	0.00	0.00	0.0	0.0	0.000%	18,970.2	26.463%	3.03	0.00	0.00	0.00	12.81	
Pomona, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
San Antonio Water Company	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.338%	1,030.8	0.56	0.00	0.00	0.00	0.0	0.0	0.000%	537.7	0.750%	0.09	0.00	0.00	0.00	0.64	
San Bernardino, County of (Shooting Park)	38.8	0.3	0.1	9.4	0.4	48.2	48.6	9.4	0.012%	0.01	236.51	2.30	13.2	0.8	13.0	0.018%	0.00	64.91	4.57	308.29	0.00	0.00	0.00	0.00	
Santa Ana River Water Company	0.0	48.0	23.7	0.0	71.7	0.0	71.7	0.0	0.000%	0.00	0.00	413.52	0.0	118.7	0.0	0.000%	0.00	684.55	1,098.08	0.00	0.00	0.00	0.00	0.00	
Upland, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.375%	2,600.7	1.41	0.00	0.00	0.00	0.0	0.0	0.000%	1,071.9	1.495%	0.17	0.00	0.00	0.00	1.58	
West End Consolidated Water Co	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
West Valley Water District	0.0	23.5	11.8	0.0	35.3	0.0	35.3	0.0	0.000%	0.00	0.00	203.36	0.0	58.8	0.0	0.000%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	338.93	
9W Halo Western OpCo L.P.	62.2	0.0	0.0	10.6	72.9																				

**Assessment Year 2022-2023 (Production Year 2021-2022)****Assessment Package Notes**

Page	Note
All (a)	A change in a Party's name will be reflected in the Assessment Package for the production year in which the name change occurred. For example, if a Party changed its name on June 30, 2021, it will be reflected in the FY 2021/2022 Assessment Package (for Production Year 2020/2021). Additionally, if a Party changed its name on July 1, 2021, it will be reflected in the FY 2022/2023 Assessment Package (for Production Year 2021/2022).
All (b)	To avoid the possibility of being mistakenly identified as one of other similarly named organizations, the Chino Basin Desalter Authority is referred to as Desalter Authority.
pg01	"Agricultural Total Pool Production" includes Voluntary Agreements between Appropriators and Agricultural Pool Parties.
pg02-07	ANG II (Multi) LLC temporarily leased their rights to 9W Halo Western OpCo L.P. (as successor to Angelica) beginning on March 2010 through January 2030.
pg04 (a)	Transfers in Column [4E] include the annual transfer of 10% of the Non-Ag Safe Yield to be utilized to offset the overall Desalter Replenishment Obligation in accordance with the Peace II Agreement Section 6.2, and also the Exhibit "G" physical solution.
pg04 (b)	Column [4H], "Actual Fiscal Year Production," includes physical production and Assignments between Appropriators and Non-Ag Pool Parties.
pg04 (c)	"Net Over Production" does not include evaporative loss. Additional water will be purchased in order to adequately cover evaporative losses. The rates are 1.5% from November through March, 4.2% from April through October.
pg05 (a)	Hydraulic Control was achieved on February 1, 2016. Pursuant to Paragraph 7.4(b) of the Peace II Agreement, Storage Loss is now calculated at 0.07%.
pg05 (b)	When applicable, Column [5C] includes the Exhibit "G" physical solution transfers to the Appropriative Pool.
pg06	Transfers in Column [6C] is the annual transfer of 10 percent of the Non-Ag Safe Yield to be utilized to offset the overall Desalter Replenishment Obligation in accordance with the Peace II Agreement Section 6.2.
pg07 (a)	The financial Outstanding Obligations are reconciled on pages 7.1 and 17.1.
pg07 (b)	Fund Balance is maintained on a spreadsheet by Watermaster.
pg07 (c)	Outstanding Obligation (\$) is calculated by multiplying Outstanding Obligation (AF) by the current rate, reduced by the Fund Balance (\$).
pg07 (d)	Fund Balance is the money collected by Watermaster, Outstanding Obligation (\$) is the money owed by the Parties or credited to the Parties.
pg08 (a)	Recharge Debt Payment expenses [8O] and Recharge Improvement Project expenses [8P] are each allocated on % OSY, based on the approved budget.
pg08 (b)	Pursuant to Paragraph 5.4(b) of the Peace Agreement, the City of Pomona shall be allowed a credit of up to \$2 million against OBMP Assessments through 2030. This equates to \$66,667 per year. TVMWD elected to discontinue payment of the "Pomona Credit," effective FY 2012/2013. It is now paid by the Appropriative Pool Parties, allocated on % OSY (Column [8N]).
pg09 (a)	Other Adjustments [9D] include water provided to another Appropriator, pump-to-waste that has been captured in a recharge basin (as verified by IEUA), and other miscellaneous recharge / injection of native water.
pg09 (b)	Evaporative Losses will be applied to recharged water from Pump-to-Waste activities beginning in October 2017. (Evaporative Loss Rates: 1.5% Nov - Mar; 4.2% Apr - Oct)
pg10 (a)	The Restated Judgment allowed an accumulated overdraft of 200,000 AF over 40 years. The total Operating Safe Yield is now 40,834 AF, allocated by percentage of Operating Safe Yield.
pg10 (b)	Column [10I], "Actual Fiscal Year Production," includes physical production, Voluntary Agreements, Assignments, and, if applicable, other adjustments. A detailed breakdown can be found on Page 9.1.

**Assessment Year 2022-2023 (Production Year 2021-2022)****Assessment Package Notes**

Page	Note
pg10 (c)	"Net Over Production" does not include evaporative loss. Additional water will be purchased in order to adequately cover evaporative losses. The rates are 1.5% from November through March, 4.2% from April through October.
pg11 (a)	The Assessment Package database is set up so that all water must go through the Party Annual Accounts on the way to or from ECO Storage Accounts, and through the ECO Storage Accounts on the way to or from Supplemental Storage Accounts (does not apply to water dedicated to offset the Desalter Replenishment Obligation).
pg11 (b)	Column [11C] includes transfers to the Desalter Replenishment Obligation.
pg12 (a)	The Assessment Package database is set up so that all water must go through the Party Annual Accounts on the way to or from ECO Storage Accounts, and through the ECO Storage Accounts on the way to or from Supplemental Storage Accounts (does not apply to water dedicated to offset the Desalter Replenishment Obligation).
pg12 (b)	Columns [12C], [12H], and [12M] include transfers to the Desalter Replenishment Obligation.
pg12 (c)	The first 3,000 AF of City of Fontana's recharged recycled water transfers to the City of Ontario, and all of the City of Montclair's recharged recycled water transfers to MVWD.
pg13 (a)	"Re-Operation Offset: Pre-Peace II Desalters" had an original beginning balance of 225,000.000 AF. The 29,070 AF correction required by Condition Subsequent 7 is included. (See Page 18.1)
pg13 (b)	"Re-Operation Offset: Peace II Expansion" had an original beginning balance of 175,000.000 AF. It will now be allocated to Desalter replenishment over a 17-year period, beginning in 2013/14 and ending in 2029/30, according to a schedule. (See Page 18.1)
pg13 (c)	There is no loss assessed on the native Basin water allocated to offset Desalter production as a result of Basin Reoperation as approved in the Peace II Agreement.
pg13 (d)	"Non-Ag Dedication" was used in a prior Assessment Package to indicate the Paragraph 31 Settlement Agreements Dedication.
pg13 (e)	The "Non-Ag" OBMP Special Assessment", also referred to as the "10% Haircut", will indicate the movement of water when it is being utilized to further offset the Desalter Replenishment Obligation. See [18L] on Page 18.1.
pg13 (f)	Columns [13C] and [13D] under "Dedicated Replenishment" include transfers of water from an Annual Account to DRO resulting from Party to Party transfers such as those executed with the Exhibit "G" Form A.
pg14	Transfers in Column [14A] include annual water transfers/leases between Appropriators and/or from Appropriators to Watermaster for replenishment purposes, and also the Exhibit "G" physical solution transfers from the Non-Ag Pool.
pg15 (a)	Most of the remaining eligible parcels for Land Use Conversion are within the Conversion Area 1 boundary.
pg15 (b)	"Unlikely to Convert Parcels" regardless of eligibility are not likely to convert due to pre-existing land use. Eligibility will be determined on a case by case basis.
pg16	Beginning with the 2015/16 Assessment Package, the Agricultural Pool Safe Yield Reallocation is now being calculated with a new formula in accordance with the March 15, 2019 Court Order.
pg17 (a)	The financial Outstanding Obligations are reconciled on pages 7.1 and 17.1.
pg17 (b)	Fund Balance is maintained on a spreadsheet by Watermaster.
pg17 (c)	Outstanding Obligation is calculated by multiplying Outstanding Obligation (AF) by the current rate, reduced by the Fund Balance.
pg17 (d)	Fund Balance is the money collected by Watermaster, Outstanding Obligation (\$) is the money owed by the Parties or credited to the Parties.
pg21 (a)	Any balance in a Dedicated Replenishment Account is utilized first to satisfy new or carried over Desalter Replenishment Obligation beginning with the fiscal year such water was made available. The balance, if any, can be found on page 13.1.

**Assessment Year 2022-2023 (Production Year 2021-2022)****Assessment Package Notes**

Page	Note
pg21 (b)	Due to an agreement between CVWD and FUWC, all of FUWC's rights are automatically transferred to CVWD. A recurring transaction was created so that a portion of that water gets returned to FUWC to satisfy their DRO.
pg22	The table on this page is a replica of the table found in the Watermaster Budget.
pg24	The column titled "(Over)/Under Production Excluding Water Transfer(s)" excludes Exhibit "G" water sales and water transfers between Appropriators and to Watermaster (if any). ([10B] + [10C] + [10D] + [10E] + [14B] - [10K])
pg25 (a)	The "15% Water Transaction Debits" total is the "Total 15% Credits from all Transaction" from Page 23.1.
pg25 (b)	"Replenishment Obligation" does not include evaporative loss. Additional water will be purchased in order to adequately cover evaporative losses. The rates are 1.5% from November through March, 4.2% from April through October.
pg26 (a)	Beginning with fiscal year 2016/17, water purchased through the IEUA will be charged with an annual RTS fee over a ten year period commencing two years after the initial purchase. This fee will vary year to year based on a ten-year rolling average.
pg26 (b)	RTS will be allocated based on the total RTS charge for the year and not on the calculated cost per acre-foot.



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

Assessment Package References and Definitions

Column	Title	Description
2A	AF Production	Actual fiscal year production by each Party. Copied from [4H].
2B	Non-Agricultural Pool - AF/Admin	Production [2A] <times> per acre-foot Admin fee.
2C	Non-Agricultural Pool - AF/OBMP	Production [2A] <times> per acre-foot OBMP fee.
2D	Replenishment Assessments - AF Exceeding Annual Right	Over-production for each Party beyond their annual production right. Copied from [4I].
2E	Replenishment Assessments - \$767 Per AF	Amount overproduced [2D] <times> the current replenishment rate.
2F	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 7.1.
2G	RTS Charges	Annual Readiness to Serve charges for water purchased in prior years.
2H	Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
2I	Total Assessments Due	Total fees assessed based on Party production. [2B] + [2C] + [2E] + [2F] + [2G] + [2H].
3A	Physical Production	Fiscal year physical production by each Party.
3B	Assignments	Total of water received from an Appropiator by each Party.
3C	Other Adjustments	Any other adjustments that result in off-set of the fiscal year's production.
3D	Actual FY Production (Assmnt Pkg Column 4H)	Total adjusted production for the fiscal year. Also known as Assessable Production. [3A] + [3B] + [3C].
4A	Percent of Safe Yield	The Party's yearly percentage of Safe Yield.
4B	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
4C	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
4D	Assigned Share of Safe Yield (AF)	The Party's yearly volume of Safe Yield.
4E	Water Transaction Activity	Total of one-time water transfers between Parties for this period, including the annual transfer of 10 percent of the Non-Ag Safe Yield to be utilized to offset the overall Desalter Replenishment Obligation, as stated in the Peace II Agreement, and Exhibi
4F	Other Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
4G	Annual Production Right	Current Year Production Right. [4B] + [4C] + [4D] + [4E] + [4F].



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

Assessment Package References and Definitions

Column	Title	Description
4H	Actual Fiscal Year Production	Fiscal year production, including Assignments, from CBWM's production system (as verified by each Party on their Water Activity Report). Also known as Assessable Production.
4I	Net Over Production	Over-production, if any, for each Party beyond their annual production right. [4H] <minus> [4G], equaling more than zero.
4J	Under Production Balances - Total Under-Produced	Production rights [4G] <minus> production [4H], equaling more than zero.
4K	Under Production Balances - Carryover: Next Year Begin Bal	Either total under-produced [4J] or share of Safe Yield [4D], whichever is less.
4L	Under Production Balances - To Excess Carryover Account	Total under-produced [4J] <minus> Carryover to next year [4K], equaling more than zero.
5A	Local Excess Carry Over Storage Account (ECO) - Beginning Balance	The beginning balance in each ECO account. This number will carry forward from the ending balance in the previous period Assessment Package.
5B	Local Excess Carry Over Storage Account (ECO) - 0.07% Storage Loss	Beginning balance [5A] <times> -0.0007.
5C	Local Excess Carry Over Storage Account (ECO) - Transfers To / (From)	Total of water transferred to and from the ECO Account.
5D	Local Excess Carry Over Storage Account (ECO) - From Under-Production	Total of water transferred from the Annual Account due to under production. Copied from [4L].
5E	Local Excess Carry Over Storage Account (ECO) - Ending Balance	The current balance in each ECO account. [5A] + [5B] + [5C] + [5D].
5F	Local Supplemental Storage Account - Beginning Balance	The beginning balance in each Supplemental Account. This number will carry forward from the ending balance in the previous period Assessment Package.
5G	Local Supplemental Storage Account - 0.07% Storage Loss	Beginning balance [5F] <times> -0.0007.
5H	Local Supplemental Storage Account - Transfers To / (From)	Total of water transferred to and from the Annual and/or ECO Account.
5I	Local Supplemental Storage Account - Ending Balance	The current balance in each Supplemental Account. [5F] + [5G] + [5H].
5J	Combined - Ending Balance	The combined amount in all local storage accounts. [5E] + [5I].
6A	Percent of Safe Yield	The Party's yearly percentage of Operating Safe Yield.
6B	Assigned Share of Safe Yield (AF)	The Party's yearly volume of Operating Safe Yield.
6C	Water Transactions - 10% of Operating Safe Yield ("Haircut")	Operating Safe Yield [6B] <times> -0.1
6D	Water Transactions - Transfers (To) / From ECO Account	Total of water transferred between the Annual Account and ECO Account.
6E	Water Transactions - General Transfers / Exhibit G Water Sales	Total of water transfers between Parties for this period including Exhibit G Water Sales.
6F	Water Transactions - Total Water Transactions	Total water transactions. [6C] + [6D] + [6E]. This column is used to populate [4E].



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

Assessment Package References and Definitions

Column	Title	Description
7A	Outstanding Obligation (AF)	The amount of obligation carried over from prior Assessment Package(s) that were not met due to various reason, including but not limited to MWD not having replenishment water available to purchase.
7B	Fund Balance (\$)	The amount of money collected or owed for replenishment assessments from prior Assessment Package(s).
7C	Outstanding Obligation (\$)	The amount of money that each Party owes or is credited based on current replenishment rate. [7A] <times> [CURRENT RATE] <minus> [7B].
8A	AF Production and Exchanges	Total production and exchanges. Copied from [10K].
8B	Appropriative Pool - AF/Admin	Production and Exchanges [8A] <times> per acre-foot Admin fee.
8C	Appropriative Pool - AF/OBMP	Production and Exchanges [8A] <times> per acre-foot OBMP fee.
8D	Ag Pool SY Reallocation - AF Total Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [10E] and [16E].
8E	Ag Pool SY Reallocation - AF/Admin	Party Ag Pool reallocation [8D] <divided by> Total Ag Pool Reallocation [8D Total] <times> total dollar amount needed for Ag Pool Administration.
8F	Ag Pool SY Reallocation - AF/OBMP	Party Ag Pool reallocation [8D] <divided by> Total Ag Pool Reallocation [8D Total] <times> total dollar amount needed for Ag Pool OBMP.
8G	Replenishment Assessments - AF/15%	For Parties participating in the 85/15 Rule: Percentage of total 85/15 participant production <times> required credit amount. Copied from Page 25.1.
8H	Replenishment Assessments - AF/85%	For parties participating in the 85/15 Rule: Total volume overproduced [10L] <times> 85% of the replenishment rate.
8I	Replenishment Assessments - AF/100%	For parties not participating in the 85/15 Rule: Total volume overproduced [10M] <times> 100% of the replenishment rate.
8J	85/15 Water Transaction Activity - 15% Producer Credits	For parties participating in the 85/15 Rule: Credit amount equals 15% of the cost of the water purchased. Total to be credited copied from Page 23.1.
8K	85/15 Water Transaction Activity - 15% Pro-rated Debits	For parties participating in the 85/15 Rule: Percentage of total 85/15 participant production <times> required credit amount. Copied from Page 25.1.
8L	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 17.1.
8M	ASSESSMENTS DUE - Total Production Based	Total fees assessed based on Party production. [8B] + [8C] + [8E] + [8F] + [8G] + [8H] + [8I] + [8J] + [8K] + [8L].
8N	ASSESSMENTS DUE - Pomona Credit	Debit amount to Pomona <times> -1 <times> percent share of Operating Safe Yield [10A].
8O	ASSESSMENTS DUE - Recharge Debt Payment	Total recharge debt payment <times> percent share of Operating Safe Yield [10A].
8P	ASSESSMENTS DUE - Recharge Improvement Project	Total Recharge Improvement Project <times> Percent Share of Operating Safe Yield [10A].



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

Assessment Package References and Definitions

Column	Title	Description
8Q	ASSESSMENTS DUE - RTS Charges	Annual Readiness to Serve charges for water purchased in prior years.
8R	ASSESSMENTS DUE - Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
8S	ASSESSMENTS DUE - DRO	Total assessments due for Desalter Replenishment. Copied from [21L].
8T	ASSESSMENTS DUE - Total Due	Total assessments. $[8M] + [8N] + [8O] + [8P] + [8Q] + [8R] + [8S]$.
9A	Physical Production	Fiscal year physical production by each Party.
9B	Voluntary Agreements (w/ Ag)	Total of water provided to Agricultural Pool Parties.
9C	Assignments (w/ Non-Ag)	Total of water provided to Non-Agricultural Pool Parties.
9D	Other Adjustments	Total of water received from, or provided to, another Appropriator. Also includes production off-sets.
9E	Actual FY Production (Assmnt Pkg Column 10I)	Total adjusted production for the fiscal year. $[9A] + [9B] + [9C] + [9D]$.
10A	Percent of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield.
10B	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
10C	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
10D	Assigned Share of Operating Safe Yield	The Party's yearly volume of Operating Safe Yield.
10E	Net Ag Pool Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [16E]. The calculations that lead to this are made on Page 16.1.
10F	Water Transaction Activity	Water transactions. Copied from [14E]. The calculations that lead to this are made on Page 14.1.
10G	Other Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
10H	Annual Production Right	Current Year Production Right. $[10B] + [10C] + [10D] + [10E] + [10F] + [10G]$.
10I	Actual Fiscal Year Production	Fiscal year production, including Assignments and Voluntary Agreements, from CBWM's production system (as verified by each Party on their Water Activity Report). Includes a sub note subtracting Desalter production.
10J	Storage and Recover Program(s)	Total exchanges for the period (July 1 - June 30) including MZ1 forbearance and DYY deliveries (as reported to CBWM by IEUA and TVMWD and as verified by each Party on their Water Activity Report). A DYY in-lieu "put" is shown as a positive number and a DY
10K	Total Production and Exchanges	Actual production [10I] <plus> Storage and Recovery exchanges [10J]. Includes a sub note subtracting Desalter production. Also known as Assessable Production.



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

Assessment Package References and Definitions

Column	Title	Description
10L	Net Over-Production - 85/15%	For 85/15 Rule participants: Production rights [10H] <minus> total production and exchanges [10K], equaling less than zero.
10M	Net Over-Production - 100%	For non-85/15 Rule participants: Production rights [10H] <minus> total production and exchanges [10K], equaling less than zero. Includes a sub note subtracting Desalter production.
10N	Under Production Balances - Total Under-Produced	Production rights [10H] <minus> total production and exchanges [10K], equaling more than zero.
10O	Under Production Balances - Carryover: Next Year Begin Bal	Either total under-produced [10N] or share of Operating Safe Yield [10D], whichever is less.
10P	Under Production Balances - To Excess Carryover Account	Total under produced [10N] <minus> Carryover to next year [10O], equaling more than zero.
11A	Excess Carry Over Account (ECO) - Beginning Balance	The beginning balance in each ECO account. This carries forward from the ending balance in the previous period Assessment Package.
11B	Excess Carry Over Account (ECO) - 0.07% Storage Loss	Beginning balance [11A] <times> -0.0007.
11C	Excess Carry Over Account (ECO) - Transfers To / (From)	Total of water transferred to and from ECO and the Annual Account. Also includes Desalter Replenishment Obligation transfers.
11D	Excess Carry Over Account (ECO) - From Supplemental Storage	Total of water transferred to and from Local Supplemental Storage accounts, as shown on Page 12.1.
11E	Excess Carry Over Account (ECO) - From Under-Production	Total of water transferred from the Annual Account due to under production. Copied from [10P].
11F	Excess Carry Over Account (ECO) - Ending Balance	The current balance in each ECO account. [11A] + [11B] + [11C] + [11D] + [11E].
12A	Recharged Recycled Account - Beginning Balance	The beginning balance in each Recharged Recycled Account. This number carries forward from the ending balance in the previous period Assessment Package.
12B	Recharged Recycled Account - 0.07% Storage Loss	Beginning balance [12A] <times> -0.0007.
12C	Recharged Recycled Account - Transfers To / (From)	Total recharged recycled water credited to each Party for the year, as provided by IEUA. Also includes Desalter Replenishment Obligation transfers.
12D	Recharged Recycled Account - Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 11.1.
12E	Recharged Recycled Account - Ending Balance	The current balance in each Recharged Recycled account. [12A] + [12B] + [12C] + [12D].
12F	Quantified (Pre 7/1/2000) Account - Beginning Balance	The beginning balance in each Quantified Supplemental Account. This number carries forward from the ending balance in the previous period Assessment Package.
12G	Quantified (Pre 7/1/2000) Account - 0.07% Storage Loss	Beginning balance [12F] <times> -0.0007.
12H	Quantified (Pre 7/1/2000) Account - Transfers To / (From)	Total of water transferred to and from the Annual Account. Also includes Desalter Replenishment Obligation transfers.
12I	Quantified (Pre 7/1/2000) Account - Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 11.1.



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

Assessment Package References and Definitions

Column	Title	Description
12J	Quantified (Pre 7/1/2000) Account - Ending Balance	The current balance in each Quantified Supplemental account. [12F] + [12G] + [12H] + [12I].
12K	New (Post 7/1/2000) Account - Beginning Balance	The beginning balance in each New Supplemental Account. This number carries forward from the ending balance in the previous period Assessment Package.
12L	New (Post 7/1/2000) Account - 0.07% Storage Loss	Beginning balance [12K] <times> -0.0007.
12M	New (Post 7/1/2000) Account - Transfers To / (From)	Total of water transferred to and from the Annual Account. Also includes Desalter Replenishment Obligation transfers.
12N	New (Post 7/1/2000) Account - Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 11.1.
12O	New (Post 7/1/2000) Account - Ending Balance	The current balance in each New Supplemental Account. [12K] + [12L] + [12M] + [12N].
12P	Combined - Ending Balance	The combined amount in all supplemental storage accounts [12E] + [12J] + [12O].
13A	Dedicated Replenishment - Beginning Balance	The beginning balances in each Dedicated Replenishment account. These numbers carry forward from the ending balances in the previous period Assessment Package.
13B	Dedicated Replenishment - Water Purchases	Where applicable, the total of water purchased by each Dedicated Replenishment account.
13C	Dedicated Replenishment - Transfers To	Where applicable, the total of water transferred to each Dedicated Replenishment account. Includes transfers from Exhibit "G" Section 10 Form A, and transfers from the Annual Account.
13D	Dedicated Replenishment - Transfers From	Total of water transferred from each Dedicated Replenishment account. Amounts in this column goes to column [21D] on page 21.1.
13E	Dedicated Replenishment - Ending Balance	The current balances in each Dedicated Replenishment account. [13A] + [13B] + [13C] + [13D].
13F	Storage and Recovery - Beginning Balance	The beginning balance in the Storage and Recovery (DYY) Account. This number carries forward from the ending balance in the previous period Assessment Package.
13G	Storage and Recovery - Storage Loss	Beginning balance [13F] <times> -0.0007.
13H	Storage and Recovery - Transfers To	Total of water transferred to the Storage and Recovery Account ("puts").
13I	Storage and Recovery - Transfers From	Total of water transferred from the Storage and Recovery Account ("takes").
13J	Storage and Recovery - Ending Balance	The current balance in the Storage and Recovery Account. [13F] + [13G] + [13H] + [13I].
14A	Water Transactions - Assigned Rights	Total of assigned transactions for this period, including annual water transfers/leases between Appropriators and/or from Appropriators to Watermaster for replenishment purposes, and also the Exhibit "G" physical solution transfers from the Non-Ag Pool.
14B	Water Transactions - General Transfer	Total of water transfers between Parties for this period.
14C	Water Transactions - Transfers (To) / From ECO Account	Total of water transferred between the Annual Account and ECO Account.



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

Assessment Package References and Definitions

Column	Title	Description
14D	Water Transactions - Transfers (To) Desalter Replenishment	Total of water transferred from the ECO Account to the Desalter Replenishment Account.
14E	Water Transactions - Total Water Transactions	Total water transactions. [14A] + [14B] + [14C] + [14D]. This column is used to populate [10F].
15A	Prior Conversion	Prior Land Use Conversion in acre-feet.
15B	Conversion @ 1.3 af/ac - Acres	Converted parcels in acres at 1.3 acre-feet per acre.
15C	Conversion @ 1.3 af/ac - Acre-Feet	Converted parcels in acre-feet at 1.3 acre-feet per acre. [15B] <times> 1.3.
15D	Total Prior to Peace Agrmt Converted AF	Total Land Use Conversion in acre-feet prior to the Peace Agreement. [15A] + [15C].
15E	Conversion @ 2.0 af/ac - Acres	Converted parcels in acres at 2.0 acre-feet per acre.
15F	Conversion @ 2.0 af/ac - Acre-Feet	Converted parcels in acre-feet at 2.0 acre-feet per acre. [15E] <times> 2.0.
15G	Total Land Use Conversion Acre-Feet	Total Land Use Conversion in acre-feet for each Party. [15D] + [15F].
16A	% Share of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield. Copied from [10A].
16B	Reallocation of Agricultural Pool Safe Yield - Safe Yield Reduction	The Party's percent share of Operating Safe Yield [16A] multiplied by 5,000.
16C	Reallocation of Agricultural Pool Safe Yield - Land Use Conversions	Total land use conversions claimed on Page 15.1 (as verified by each Party on their Water Activity Report). Copied from [15G].
16D	Reallocation of Agricultural Pool Safe Yield - Early Transfer	The remaining Agricultural Pool Safe Yield (82,800 <minus> Agricultural Pool Production <minus> Safe Yield Reduction <minus> Land Use Conversion) multiplied by percent share of Operating Safe Yield [16A].
16E	Reallocation of Agricultural Pool Safe Yield - Total Ag Pool Reallocation	Each Party's Agricultural Pool Reallocation. [16B] + [16C] + [16D]. This column is used to populate [10E].
17A	Outstanding Obligation (AF)	The amount of obligation carried over from prior Assessment Package(s) that were not met due to various reasons, including but not limited to MWD not having replenishment water available to purchase.
17B	Fund Balance (\$)	The amount of money collected or owed for replenishment assessments from prior Assessment Packages(s).
17C	Outstanding Obligation (\$)	The amount of money that each Party owes or is credited based on current replenishment rate. [17A] <times> [CURRENT RATE] <minus> [17B].
17D	AF Production and Exchanges	Each Party's total production and exchanges. Copied from [10K].
17E	85/15 Producers	The total production and exchanges of 85/15 Producers only.
17F	Percent	The percentage of each 85/15 Producer's total production and exchanges [17E] divided by the sum of [17E].



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

Assessment Package References and Definitions

Column	Title	Description
17G	15%	If an 85/15 Producer, then the 85/15 Producers' total Outstanding Obligation (\$) at 15%, multiplied by their production and exchanges percentage. [17C] total of 85/15 Producers <times> 15% <times> [17F].
17H	85%	If an 85/15 Producer, then the Outstanding Obligation (\$) at 85%.
17I	100%	If not an 85/15 Producer, then the Outstanding Obligation (\$) at 100%.
17J	Total	The total CURO for the year. [17G] + [17H] + [17I].
18A	Desalter Production - Pre-Peace II Desalter Production	Production from the Pre-Peace II Desalter Wells.
18B	Desalter Production - Peace II Desalter Expansion Production	Production from the Peace II Desalter Expansion Wells.
18C	Desalter Production - Total	The combined production from all Desalter Wells. [18A] + [18B].
18D	Desalter Replenishment - Desalter (aka Kaiser) Account PIIA, 6.2 (a)(i)	Credit applied to the total Desalter Production from the Kaiser account.
18E	Desalter Replenishment - Paragraph 31 Settlement Agreements Dedication PIIA, 6.2(a)(ii)	Credit applied to the total Desalter Production from "dedication of water from the Overlying (Non-Agricultural) Pool Storage Account or from any contribution arising from an annual authorized Physical Solution Transfer in accordance with amended Exhibit G
18F	Desalter Replenishment - "Leave Behind" Losses PIIA, 6.2(a)(iv)	Credit applied to the total Desalter Production from "any declared losses from storage in excess of actual losses enforced as a "Leave Behind"".
18G	Desalter Replenishment - Safe Yield Contributed by Parties PIIA, 6.2(a)(v)	Credit applied to the total Desalter Production from "Safe Yield that may be contributed by the parties."
18H	Desalter Replenishment - Controlled Overdraft / Re-Op, PIIA, 6.2(a)(vi) - Allocation to Pre-Peace II Desalters	The 225,000 AF portion of the 400,000 AF Controlled Overdraft that was originally allocated to the Pre-Peace II Desalter production.
18I	Desalter Replenishment - Controlled Overdraft / Re-Op, PIIA, 6.2(a)(vi) - Allocation to All Desalters	The 175,000 AF portion of the 400,000 AF Controlled Overdraft that was originally allocated to the Peace II Desalter Expansion production but is now allocated to all Desalter production per set schedule.
18J	Desalter Replenishment - Controlled Overdraft / Re-Op, PIIA, 6.2(a)(vi) - Balance	The remaining balance of the 400,000 AF Controlled Overdraft.
18K	Desalter Replenishment - Appropriative Pool DRO Contribution PIIA, 6.2(b)(ii)	The 10,000 AF contribution to the Desalter Replenishment Obligation by the Appropriative Pool.
18L	Desalter Replenishment - Non-Ag OBMP Assessment (10% Haircut) PIIA, 6.2(b)(i)	The 10% of the Non-Agricultural Pool Safe Yield used to offset the total Desalter Replenishment Obligation beginning with production year 2016/2017.
18M	Remaining Desalter Replenishment Obligation PIIA, 6.2(b)(iii)	Total Desalter Production minus Desalter Replenishment. [18C] - [18D] - [18E] - [18F] - [18G] - [18H] - [18I] - [18K] - [18L].
19A	Percent of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield. Copied from [10A].
19B	Land Use Conversions	Total Land Use Conversion in acre-feet for each Party. Copied from [15G].
19C	Percent of Land Use Conversions	Each Party's pro rata share of Land Use Conversions [19B] from the total of [19B].



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

Assessment Package References and Definitions

Column	Title	Description
19D	85% DROC Based on Percent OSY	Each Party's share of the 10,000 AF Desalter Replenishment Obligation based on OSY. $10,000 \times 0.85$ [19A].
19E	15% DROC Based on Percent of LUC	Each Party's share of the 10,000 AF Desalter Replenishment Obligation based on Percent of Land Use Conversions. $10,000 \times 0.15$ [19C].
19F	Total Desalter Replenishment	Each Party's share of the 10,000 AF Desalter Replenishment Obligation. [19D] + [19E].
20A	Assigned Share of Operating Safe Yield	The Party's yearly volume of Operating Safe Yield. Copied from [10D].
20B	Physical Production Adjustment Calculation - Physical Production	Fiscal year physical production by each Party. Copied from [9A].
20C	Physical Production Adjustment Calculation - 50% of Voluntary Agreements with Ag	Total of water provided to Agricultural Pool Parties multiplied by 50%. [9B] $\times 0.50$.
20D	Physical Production Adjustment Calculation - Assignments with Non-Ag	Total of water provided to Non-Agricultural Pool Parties. Copied from [9C].
20E	Physical Production Adjustment Calculation - Storage and Recovery Programs	Total exchanges for the period (July 1 - June 30) including MZ1 forbearance and DYY deliveries (as reported to CBWM by IEUA and TVMWD and as verified by each Party on their Water Activity Report). Copied from [10J].
20F	Physical Production Adjustment Calculation - Other Adjustments	Total of water received from, or provided to, another Appropriator. Also includes production off-sets. Copied from [9D] but does not include production adjustments to prevent a negative annual production to a Party.
20G	Physical Production Adjustment Calculation - Total Adjusted Production	Each Party's Adjusted Physical Production. [20B] + [20C] + [20D] + [20E] + [20F].
20H	RDRO Calculation - Total Production and OSY Basis	The sum of each Party's Adjusted Physical Production and Assigned Share of Operating Safe Yield. [20A] + [20G].
20I	RDRO Calculation - Percentage	The percentage of each Party's Adjusted Physical Production and Assigned Share of Operating Safe Yield basis. [20H] divided by the sum of [20H].
20J	RDRO Calculation - Individual Party RDRO	Each Party's pro rata share of the Remaining Desalter Replenishment Obligation. [20I] \times Total RDRO.
21A	Desalter Replenishment Obligation in AF - Desalter Replenishment Obligation Contribution (DROC)	Each Party's share of the 10,000 AF Desalter Replenishment Obligation Contribution. Copied from [19F].
21B	Desalter Replenishment Obligation in AF - Remaining Desalter Replenishment Obligation (RDRO)	Each Party's pro rata share of the Remaining Desalter Replenishment Obligation. Copied from [20J].
21C	Desalter Replenishment Obligation in AF - Total Desalter Replenishment Obligation	The sum of Desalter Replenishment Obligation Contribution, and Remaining Desalter Replenishment Obligation. [21A] + [21B].
21D	Total DRO Fulfillment Activity - Transfer from Dedicated Replenishment Account	Total of water transferred from Desalter Dedicated Replenishment Account to satisfy the desalter replenishment obligation.
21E	Total DRO Fulfillment Activity - Transfer from Excess Carry Over Storage Account	Total of water transferred from Excess Carry Over Storage Account to satisfy the desalter replenishment obligation.
21F	Total DRO Fulfillment Activity - Transfer from Recharged Recycled Storage Account	Total of water transferred from Recharged Recycle Storage Account to satisfy the desalter replenishment obligation.
21G	Total DRO Fulfillment Activity - Transfer from Quantified Storage Account	Total of water transferred from Quantified Storage Account to satisfy the desalter replenishment obligation.



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

Assessment Package References and Definitions

Column	Title	Description
21H	Total DRO Fulfillment Activity - Transfer from Post 7/1/2000 Storage Account	Total of water transferred from Post 7/1/2000 Storage Account to satisfy the desalter replenishment obligation.
21I	Total DRO Fulfillment Activity - Replenishment Water Purchase	Total of water purchased to satisfy the desalter replenishment obligation.
21J	Total DRO Fulfillment Activity - Total Transfers and Water Purchases	The sum of all transfers and purchases to satisfy the desalter replenishment obligation. [21D] + [21E] + [21F] + [21G] + [21H] + [21I].
21K	Assessments - Residual DRO (AF)	Total residual Desalter Replenishment Obligation after transfers and purchases. [21C] + [21J].
21L	Assessments - Assessments Due On Residual DRO (\$)	Total assessments due for Desalter Replenishment. [21K] <times> [Current Replenishment Rate]. This column is used to populate [8S].
26A	FY 2016/2017 Water Purchases - Purchased Water in AF - 20160623 - RO	The amount of water purchased to satisfy the accumulated replenishment obligation through the end of production year 2014/15. Water was delivered in October 2016.
26B	FY 2016/2017 Water Purchases - Purchased Water in AF - 20160623 - DRO	The amount of water purchased to be used towards the Desalter Replenishment Obligation. Water was delivered in October 2016.
26C	FY 2016/2017 Water Purchases - Purchased Water in AF - 20161216 - DRO	The amount of water purchased to be used towards the Desalter Replenishment Obligation. Water was delivered in December 2016.
26D	FY 2016/2017 Water Purchases - Purchased Water in AF - 20170418 - RO	The amount of water purchased to satisfy production year 2015/16 replenishment obligation. Water was delivered in April 2018.
26E	FY 2016/2017 Water Purchases - Purchased Water in AF - 85/15 Breakdown - AF @ 100%	The amount of water purchased subject to 100% RTS rate. This applies to: DRO water; RO water of non-85/15 Pool 3 producers; and RO water of Pool 2 producers.1) Pool 3, 85/15 Ineligible: [26A] + [26B] + [26C] + [26D].2) Pool 3, 85/15 Eligible: [26B] + [26C] + [26D].
26F	FY 2016/2017 Water Purchases - Purchased Water in AF - 85/15 Breakdown - AF @ 85/15	The amount of water purchased subject to the 85/15 Rule. This applies to RO water of 85/15 Pool 3 producers.1) Pool 3, 85/15 Eligible: [26A] + [26D].
26G	FY 2016/2017 Water Purchases - Purchased Water in AF - 85/15 Breakdown - AF Total	Total water purchased by each Appropriative Pool or Non-Agricultural Pool Party. [26E] + [26F].
26H	FY 2016/2017 Water Purchases - 2015/16 Prod & Exch From 85/15 Producers - Acre-Feet	Total production and exchanges of 85/15 Producers from fiscal year 2015/16. This is the basis of the 85/15 Rule for water purchased in fiscal year 2016/17.
26I	FY 2016/2017 Water Purchases - 2015/16 Prod & Exch From 85/15 Producers - Percent	The percentage of each 85/15 Producer's total production and exchanges. [26H] divided by the sum of [26H].
26J	FY 2016/2017 Water Purchases - Year 3 RTS Charges - 15%	If an 85/15 Producer, then each 85/15 Producer's share of the total RTS charge of 85/15 eligible water. "Total RTS Charge" <divided by> "Total Water Purchased" <times> 0.15 <times> [26F] Total <times> [26I].
26K	FY 2016/2017 Water Purchases - Year 3 RTS Charges - 85%	If an 85/15 Producer, then their RTS charge of 85/15 eligible water at 85%. "Total RTS Charge" <divided by> "Total Water Purchased" <times> [26F] <times> 0.85.
26L	FY 2016/2017 Water Purchases - Year 3 RTS Charges - 100%	RTS charge on all water not subject to the 85/15 Rule. "Total RTS Charge" <divided by> "Total Water Purchased" <times> [26E].
26M	FY 2017/2018 Water Purchase - Purchased Water in AF - 20171211 - RO	The amount of water purchased to satisfy replenishment obligations through the end of production year 2014/15. Water was delivered in December 2017.
26N	FY 2017/2018 Water Purchase - Purchased Water in AF - 20171211 - DRO	The amount of water purchased to be used towards the Desalter Replenishment Obligation. Water was delivered in December 2017.

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

Assessment Package References and Definitions

Column	Title	Description
26O	FY 2017/2018 Water Purchase - 2016/17 Prod & Exch From 85/15 Producers - Acre-Feet	Total production and exchanges of 85/15 Producers from fiscal year 2016/17. This is the basis of the 85/15 Rule for water purchased in fiscal year 2017/18.
26P	FY 2017/2018 Water Purchase - 2016/17 Prod & Exch From 85/15 Producers - Percent	The percentage of each 85/15 Producer's total production and exchanges. [26O] divided by the sum of [26O].
26Q	FY 2017/2018 Water Purchase - Year 2 RTS Charges - 15%	If an 85/15 Producer, then each 85/15 Producer's share of the total RTS charge of 85/15 eligible water in [26M].
26R	FY 2017/2018 Water Purchase - Year 2 RTS Charges - 85%	If an 85/15 Producer, then their RTS charge of 85/15 eligible water in [26M] at 85%.
26S	FY 2017/2018 Water Purchase - Year 2 RTS Charges - 100%	RTS charge on all water in [26N] and water not subject to the 85/15 Rule in [26M].
26T	TOTAL RTS CHARGES	Total RTS Charge. [26J] + [26K] + [26L] + [26Q] + [26R] + [26S].

EXHIBIT E

AGREEMENT NO. 49960
GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT

BY AND AMONG

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

INLAND EMPIRE UTILITIES AGENCY

AND

THREE VALLEYS MUNICIPAL WATER DISTRICT

AND

CHINO BASIN WATERMASTER

DATED AS OF _____, 2003

2. Certification of Expenditures

With each Invoice submitted for Program Construction Costs, IEUA shall also provide its written certification and a written certification from the general contractor, if any, affirming that invoiced amounts were utilized exclusively for construction of the Facilities in accordance with the Plans and Approved Budget. Such certification shall be accompanied by evidence of payment for services and/or materials delivered in connection with the construction of the Facilities.

3. Disbursement of Program Funds

Upon Metropolitan's payment of Program Funds pursuant to an Invoice, Metropolitan shall have fulfilled its obligation with respect to such payment, and shall have no obligations to ensure disbursement to the appropriate Party(ies) entitled thereto.

VI. OPERATING COMMITTEE

A. Operating Committee

1. Composition of Committee.

A committee (the "Operating Committee") shall be established for the specific purposes specified herein. The Operating Committee shall have five members, two representatives from Metropolitan and three representatives chosen by IEUA, TVMWD, and Watermaster in any manner determined by IEUA, TVMWD, and Watermaster. The local agencies listed in Exhibit H may also attend meetings of the Operating Committee. With respect to any matter on which the Operating Committee cannot reach unanimous agreement, the Operating Committee shall submit such matter for determination by a consultant and/or arbitration panel in accordance with Section XIII(A).

2. Meeting of Operating Committee

The Operating Committee shall meet:

- a. as reasonably often as necessary to implement operations and take other needed action pursuant to this Agreement. Such tasks will include preparation of Operating Committee's certification to Watermaster regarding monthly storage achieved utilizing methodology specified in Exhibit F (Accounting Methodology).
- b. within thirty days after the execution of this Agreement; and thereafter at least sixty days prior to the end of each fiscal year

(which fiscal year shall run from July 1 through June 30) to develop Program Annual Operating Plan for the subsequent year and to review need for adjustments to Electrical Costs and Operation and Maintenance Costs; and

- c. by August 31 of each year review prior fiscal year performance for storage and/or extraction in conformance with the Annual Operating Plan and Exhibit G, Performance Criteria; and for assessment of per-acre-foot Electrical Costs and Operation and Maintenance Costs to be paid by Metropolitan.

3. Annual Operating Plan

- a. The Annual Operating Plan shall provide an estimated schedule and location for all storage and extraction under this Agreement and in conformance with Exhibit G (Performance Criteria) on a monthly basis for the upcoming fiscal year and documentation of adequate available capacity with respect to the Program Facilities capacity to accommodate Metropolitan's rights pursuant to Section VII hereof. Initial operation of the Metropolitan Storage Account prior to completion of Facilities funded under this Agreement shall be accomplished under the Annual Operating Plan. Until all Facilities are completed, partial performance shall be pro rata according to the proportion of Facilities listed in Exhibit H which are then complete.
- b. The Annual Operating Plan shall provide sufficient information to allow the Operating Committee and Watermaster to assess potential impacts from the Program on the Chino Basin and the Judgment Parties, such as : (1) current and projected water levels in the basin; and (2) short-term and long-term projections of Chino Basin water supply and water quality. The Operating Committee and the Watermaster may request additional information from the Operating Parties.
- c. Consistent with Section VIII(A) below, the Annual Operating Plan shall not limit Metropolitan's ability to modify its call for extraction or storage of water upon fifteen (15) days advance notice as provided in Sections VII(A) and VII(C). Watermaster reserves the right to approve the location and amount of storage and extraction pursuant to this Agreement, in accordance with the Judgment, OBMP and its policies applicable to the Judgment Parties.
- d. Storage and extraction operations under this Agreement shall be in accordance with the provisions of the Annual Operating Plan as

adopted or as amended to accommodate changed circumstances or new information. The Annual Operating Plan may be amended: (1) at the request of a member of the Operating Committee and with the concurrence of the Operating Committee and approval of the Watermaster (2) as a requirement of the Watermaster in the implementation of the Judgment and OBMP with specific adjustments proposed by consensus of the Operating Committee and approved by the Watermaster.

4. Specific Duties

Without limiting the foregoing, the Operating Committee shall:

- a. Properly account for the amounts of all water stored and extracted and submit a report of these amounts achieved for the Metropolitan Storage Account to Watermaster and Metropolitan on a monthly basis but not more than two months in arrears. At the end of the fiscal year, an annual reconciliation shall be performed of storage and extraction, and any adjustments to the monthly submittals shall be submitted to the Watermaster and to Metropolitan in a timely manner for consideration in the preparation of the Watermaster's annual assessment package.
- b. Within two months following formal issuance of Watermaster's annual report, perform an annual reconciliation of Metropolitan and IEUA's and TVMWD's records with Watermaster's annual report and Metropolitan's water billing inclusive of credits for the Operation and Maintenance Costs and Electrical Costs, and prepare any needed paperwork for adjustments to the billing.
- c. Consistent with Section VIII(A) below, confirm that sufficient excess operable production capacity was maintained for the conjunctive use Program during the prior year, unless different criteria are agreed upon by the Operating Committee.
- d. Prepare and deliver to the Parties, on or before September 1 of each year, a written annual report outlining the Program Annual Operating Plan for the subsequent year, and the Operating Committee's actions during the prior year (the "**Operating Committee Annual Report**").
- e. Every five years, commencing upon the Completion Date, the Operating Committee shall review the maintenance charge set forth in Section VI(D)(1) of this Agreement. To such end, the Operating Committee shall conduct a survey of operation and maintenance costs with respect to facilities within the Program

Basin and which are comparable to the Facilities. Based on such survey and other information the Operating Committee deems relevant, the Operating Committee shall approve a new Operation and Maintenance Cost for the next five-year period.

- f. Every year commencing upon Completion Date, determine the electrical power unit rates(s) (dollars per AF of Stored Water Deliveries) for the respective Operating Party(ies) to extract water. The electrical power cost to extract Program Water (the "Electrical Costs") shall be equal to Stored Water Deliveries (as defined in Section VII(C) below) for the applicable period multiplied by the applicable electrical power unit rate(s) for the Operating Party(ies) that extracted the water. The Operating Committee shall ensure that the electrical power unit rate per acre-foot of extracted water calculated for each Operating Party is reflective of actual energy costs.

B. IEUA and TVMWD Obligations

Subject to Section VI(C), IEUA and TVMWD hereby agree to do, or to cause through agreements with the Operating Parties in their respective service areas, the following:

1. Cause the Facilities to be operated and maintained in as good and efficient condition as upon their construction, ordinary and reasonable wear and depreciation excepted, and otherwise in accordance with industry standards (and DWR standards and requirements, if any);
2. Provide for all repairs, renewals, and replacements necessary to the efficient operation of the Facilities;
3. To the extent existing facilities are utilized for the Program, provide for all repairs, renewals, and replacements necessary to the efficient operation of such existing facilities;
4. Certify the amount of water in the Metropolitan Storage Account pursuant to the Operating Committee accounting; and
5. Upon call by Metropolitan for Stored Water Delivery, operate Facilities, combined with the existing infrastructure, at Operational Capacity Thresholds necessary to meet performance targets as outlined in Exhibit G.

C. Watermaster Obligations

Watermaster hereby agrees to:

1. Maintain records of the amounts of all water stored in and extracted from the Chino Basin pursuant to this Agreement and consistent with the Judgment and Rules and Regulations, and provide to Metropolitan an amount specified in an account to be designated as the **Metropolitan Storage Account**. Watermaster will maintain a monthly statement regarding the account as information becomes available and will document in its annual report all water stored in and withdrawn from the Metropolitan Storage Account. Watermaster shall account for Metropolitan stored water as follows:
 - a. The amount of any water stored in the Chino Basin on behalf of Metropolitan prior to the Effective Date of this Agreement shall be credited to the Metropolitan Storage Account on the Effective Date pursuant to the procedure set forth in Exhibit E.
 - b. Watermaster shall credit water which Metropolitan delivers for storage to the Metropolitan Storage Account on an acre-foot for acre-foot basis, less any losses assessed.
 - c. Losses assessed by Watermaster against the Metropolitan Storage Account will be equivalent to losses assessed Judgment parties for participation in the Storage and Recovery Program.
 - d. Watermaster shall debit the Metropolitan Storage Account one acre-foot for each acre-foot of water produced from the account. Watermaster accounting for water produced from the Metropolitan Storage Account shall specify quantities produced by each Operating Party.
 - e. Watermaster shall obtain from Operating Committee on a monthly basis its report of the amount of storage achieved using the methodology specified in Section VII(B) and Exhibit F of this Agreement.
2. Report the total active and inactive annual extraction capacity of the Operating Parties in the Watermaster's annual report.

D. Metropolitan Obligations

In accordance with the procedures set forth in clause (E) below, Metropolitan hereby agrees to:

1. Pay costs of operating and maintaining the Facilities at the unit rate (dollars per AF of Stored Water Deliveries) determined by the Operating Committee for the Operating Party(ies) that extracted water as adjusted when and as required by Section VI(A)(4)(e) (the "Operation and

EXHIBIT F

**CHINO BASIN WATERMASTER
RULES AND REGULATIONS**

2019 Update to June 2001 version

- (b) State Project Water subject to applicable service provisions of the State's water service contracts [Judgment ¶ 49(b).];
- (c) Local Imported Water through facilities and methods for importation of surface and Groundwater supplies from adjacent basins and watersheds [Judgment ¶ 49(c).]; and
- (d) Available supplies of Metropolitan Water District water from its Colorado River Aqueduct. [Judgment ¶ 49(d).]

7.5 Desalter Replenishment. Notwithstanding the provisions of section 7.4, above, for the initial term of the Peace Agreement, the Replenishment obligation attributable to Desalter production in any year will be determined by Watermaster as follows [Peace Agreement § 7.5; Peace II Agreement § 6.2.]:

- (a) Watermaster will calculate the total Desalter Production for the preceding year and then apply a credit against the total quantity from:
 - (i) the Watermaster Desalter replenishment account composed of 25,000 acre-feet of water abandoned by Kaiser Ventures pursuant to the "Salt Offset Agreement" dated October 21, 1993, between Kaiser Ventures and the RWQCB, and other water previously dedicated by the Appropriative Pool [Peace Agreement § 7.5(a).];
 - (ii) dedication of water from the Overlying (Non-Agricultural) Pool Storage Account or from any contribution arising from an annual authorized Physical Solution Transfer in accordance with amended Exhibit G to the Judgment;
 - (iii) New Yield that may be made available to Watermaster through a combination of management programs, actions or facilities, other than the Stormwater component of New Yield, as determined on an annual basis [Peace Agreement § 7.5(b)];
 - (iv) any declared losses from storage in excess of actual losses enforced as a "Leave Behind";
 - (v) Safe Yield that may be contributed by the parties [Peace Agreement § 7.5(c)];
 - (vi) any Production of groundwater attributable to the controlled overdraft authorized pursuant to Exhibit I to the Judgment, as amended.
- (b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water

or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation as follows.

- (i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit "G" paragraph 5 (c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 7.5(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in Section 9.2 of the Peace II Agreement. The Special OBMP Assessment will be assessed pro-rata on each member's share of Safe Yield.
- (ii) The members of the Appropriative Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among Appropriative Pool members as follows:
 - 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool member; and
 - 15% of the total (1,500 afy) will be allocated according to each land use conversion agency's percentage of the total land use conversion claims, based on the actual land use conversion allocations of the year.

The annual desalter replenishment obligation contribution of each Appropriative Pool member will be calculated using the following formula:

$$\begin{aligned} \text{Desalter replenishment obligation contribution} &= (8,500 * \% \\ &\text{Appropriator's share of total initial 49,834 afy Operating Safe Yield}) \\ &+ (1,500 * \% \text{ Appropriator's proportional share of that year's total conversion claims}) \end{aligned}$$

A sample calculation of the desalter replenishment obligation contribution for each Appropriative Pool member is shown on Exhibit 4 to the Peace II Agreement, as amended.

- (iii) A Replenishment Assessment against the Appropriative Pool for any remaining Desalter replenishment obligation after applying both 6(b)(i) and 6(b)(ii), allocated pro-rata to each Appropriative Pool member according to the combined total of the member's share of Operating Safe Yield and the member's Adjusted Physical Production, as defined below. Desalter

Production is excluded from this calculation. A sample calculation of the allocation of the remaining desalter obligation is shown in Exhibit 4 to the Peace II Agreement.¹

- (iv) Adjusted Physical Production is the Appropriate Pool member's total combined physical production (i.e., all groundwater pumped or produced by the Appropriate Pool member's groundwater wells in the Chino Basin, including water transferred from the Non- Agricultural Pool under Exhibit G, ¶9 of the Judgment), with the following adjustments:
 - (1) In the case of assignments among Appropriate Pool members, or between Appropriate Pool members and Non-Agricultural Pool members under Exhibit G, ¶6 of the Judgment, resulting in pumping or production by one party to the Judgment for use by another party to the Judgment, the production for purposes of Adjusted Physical Production shall be assigned to the party making beneficial use of the water, not the actual producer.
 - (2) Production offset credits pursuant to voluntary agreements under section 5.3(i) of the Peace Agreement are calculated at 50% of the total voluntary agreement credit in the determination of Adjusted Physical Production for an Appropriate Pool member participating in a voluntary agreement for that year. In the determination of Adjusted Physical Production, the voluntary agreement credit is subtracted from physical production. Reduction of the voluntary agreement credit from 100% to 50% is applicable only to the calculation of the Adjusted Physical Production hereunder; but in all other applications, the voluntary agreement credit shall remain unchanged (i.e. remain at 100%).
 - (3) Production associated with approved storage and recovery programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical Production, except for in-lieu participation in such programs: in-lieu put quantities shall be added to physical production, and in-lieu take quantities shall be subtracted from physical production.
 - (4) Metered pump-to-waste Production that is determined by Watermaster to be subsequently recharged to the groundwater basin is deducted from physical production; unmetered pump-to-waste production that is determined by Watermaster not to be

¹ This sample calculation is attached hereto as Exhibit "C."

(viii) Nothing herein shall be construed to affect or limit the rights of any Party to offer or accept an assignment as authorized by the Judgment Exhibit "G" paragraph 6 above, or to affect the rights of any Party under a valid assignment.

(d) In addition, the parties to the Judgment with rights within the Non-Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter or for a Storage and Recovery Program.

(e) Any member of the Non-Agricultural Pool (including without limitation any member of the Non-Agricultural Pool that is also a member of the Appropriative Pool) may elect to transfer (a) some or all of the annual share of Operating Safe Yield of the transferor in and for the year in which the transfer occurs (except that such transfer shall exclude any dedication to Watermaster required by Section 5(c) of Exhibit "G" to the Judgment), and (b) any quantity of water held in storage by the transferor (including without limitation carryover and excess carryover) to any member of the Appropriative Pool, in either case at any price that the transferor and transferee may deem appropriate and for the purpose of satisfying the transferee's desalter replenishment obligation. Any such transfer shall be effective upon delivery by the transferor or transferee to Watermaster staff of written notice of such transfer in the form attached hereto as Form 12. The transferee's desalter replenishment obligation shall be credited by the number of acre feet so transferred.

9.5 Early Transfer.

(a) Pursuant to the Peace Agreement, Watermaster approved an Early Transfer of the quantity of water not Produced by the Agricultural Pool that is remaining after all the land use conversions are satisfied pursuant to section 5.3(h) of the Peace Agreement to the Appropriative Pool. The quantity of water subject to Early Transfer under this section shall be the quantity of water not Produced by the Agricultural Pool that is remaining after all the land use conversions are satisfied pursuant to section 5.3(h) of the Peace Agreement.

(i) The Transfer shall not limit the Production right of the Agricultural Pool under the Judgment to Produce up to 82,800 acre-feet of water in any year or 414,000 acre-feet in any five years as provided in the Judgment. [Peace Agreement § 5.3(g)(ii).]

(ii) The combined Production of all parties to the Judgment shall not cause a Replenishment assessment on the members of the Agricultural Pool. The Agricultural Pool shall be responsible for any Replenishment obligation created by the Agricultural Pool Producing more than 414,000 acre-feet in any five-year period. [Peace Agreement § 5.3(g)(iii).]

- (iii) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool. [Peace Agreement § 5.3(g)(v).]
- (b) The amount of water converted from agricultural use to urban use prior to execution of the Peace Agreement was 2.6 acre-feet per acre, with 1.3 acre-feet per acre being allocated collectively to all members of the Appropriative Pool with an assigned share of Operating Safe Yield and 1.3 acre-feet per acre being allocated to that Appropriator providing service for that urban use. The rate of 2.6 acre-feet per acre shall be changed to a total of 2.0 acre-feet per acre, all of which shall be allocated upon the conversion of the land use to that party to the Judgment which is a member of the Appropriative Pool, on the Effective Date of the Peace Agreement, and whose Sphere of Influence or authorized service area contains the land ("purveyor"). Upon such conversion of water use the purveyor will pledge that the amount of water needed for such urban land use, when such urban land use is established, up to 2.0 acre-feet of water per acre of land per year will be made available for service for such converted land by purveyor under its then existing standard laws, regulations, rules and policies, or for service arranged by such purveyor, subject only to prohibition of such service by a federal, state agency or court with jurisdiction to enforce such prohibition. The owner of such converted land shall have the right to enforce such pledge by specific performance or writ of mandate under the terms of the Peace Agreement. No monetary damages shall be awarded.

9.6 Voluntary Agreement. The members of the Agricultural Pool, including the State of California, shall have the right to engage in a voluntary agreement with an Appropriator which has a service area contiguous to or inclusive of the agricultural land, to provide water allocated from the Agricultural Pool to the overlying land for agricultural use on behalf of the member of the Agricultural Pool unless otherwise prohibited by general law. The Appropriator providing service shall be entitled to a pumping credit to offset Production pursuant to the Peace Agreement section 5.3(i). This provision will be construed as permitting Watermaster to accept new voluntary agreements only to the extent that such voluntary agreements occur within areas eligible for conversion as described in Attachment 1 to the Judgment, previously added to the Judgment as an amendment of the Order of the Court dated November 17, 1995.

9.7 Assignment of Overlying Rights. In addition to the Voluntary Agreement under section 9.6 above, should an Appropriator take an assignment of rights from a Non-Agricultural Pool member, the agreement shall provide that the Appropriator may undertake to provide water service to such overlying land, but only to the extent necessary to provide water service to said overlying lands. Watermaster shall make available to members of the Non-Agricultural Pool and/or Appropriative Pool, a standard form which shall be completed and filed with Watermaster. Any assignment, lease and/or license shall be ineffective

EXHIBIT G

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Exempt from Filing Fees
Per Gov't Code § 6103

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

MAR 15 2019

BY 
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15 Attorneys for Defendant and Appellant
16 CUCAMONGA VALLEY WATER DISTRICT

17 [Other Attorneys on Next Page]

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 COUNTY OF SAN BERNARDINO

20 CHINO BASIN MUNICIPAL WATER
21 DISTRICT,

22 Petitioner,

23 v.

24 CITY OF CHINO, et al.,

Defendants.

Case No. RCVRS 51010

Judge: Stanford E. Reichert

~~Proposed~~ ORDER

[filed with Notice of Mot. and Mot. to
Approve Amendments to Appropriative
Pool Pooling Plan and Ct.-Approved
Management Agreements; and Decl. of
Sarah Christopher Foley]

Date: March 15, 2019

Time: 1:30 p.m.

Dept.: S35

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27

28

1 **[PROPOSED] ORDER**
2

3 On March 15, 2019, in Department S35 of the above-entitled Court, the Motion to
4 Approve Amendments to Appropriative Pool Pooling Plan and Court-Approved Management
5 Agreements by Defendants and Appellants Cucamonga Valley Water District, Monte Vista Water
6 District, and City of Pomona and Defendants and Respondents City of Chino, Jurupa Community
7 Services District, and City of Ontario ("Motion to Approve") came on for hearing, the Honorable
8 Stanford E. Reichert, Judge presiding. The parties stated their appearances on the record.
9

10 After consideration of the papers filed in connection with the Motion to Approve and
11 arguments of counsel, the Court hereby:

12

13 (1) Approves amendments to the Appropriative Pool Pooling Plan, ~~the Peace~~
14 ~~Agreement, and the Peace II Agreement~~ ("Appropriative Pool Pooling Plan") and CAMA
15 ~~Amendments~~ that are attached hereto, and ~~the~~ **amendments attached hereto.**
16 **2. Watermaster shall proceed in accordance with**
Resolution 2018-03 and the documents attached thereto.
17 ~~(2) Orders Watermaster to implement the Judgment in accordance with the~~
18 ~~Appropriative Pool Pooling Plan and CAMA Amendments that are attached hereto.~~
19 **3. Directing Watermaster to proceed to redetermine**
20 **Safe Yield as set forth on pages 15-18 of the Court's April 28,**
IT IS SO ORDERED.
21

22 Dated: _____, 2019

23 Honorable Stanford E. Reichert
24 Judge of the Superior Court

25 **4. Except as explicitly set forth above**
26 **the motion is denied.**
27 Date: 3-15-19

28 IT IS SO ORDERED


Judge
STANFORD E. REICHERT

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ATTACHMENT

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Exhibit A

Proposed Changes to Appropriative Pool Pooling Plan and CAMA

1. Appropriative Pool Pooling Plan. The introductory sentence to Exhibit H, ¶10 of the Judgment is amended to read as follows:

10. Unallocated Safe Yield Water. To the extent that, in any ~~year five years~~, any portion of the share of Safe Yield allocated to the Overlying (Agricultural) Pool is not produced, such water shall be available for reallocation to members of the Appropriative Pool, as follows:

2. Early Transfer

A. Section 1.1(o) of the Peace Agreement is amended to read as follows:

(o) "Early Transfer" means the reallocation of Safe Yield not Produced by the Agricultural Pool to the Appropriative Pool on an annual basis ~~after the allocations in subdivisions (a)(1) and (a)(2) of rather than according to the five year increment described in Paragraph 10 of Exhibit "H" of the Judgment;~~

B. Section 5.3(g) of the Peace Agreement is amended to read as follows:

(g) Watermaster shall approve an "Early Transfer" of water to the Appropriative Pool ~~in an amount not less than 32,800 acre-feet per year that is the expected approximate quantity of water not Produced by the Agricultural Pool on an annual basis The quantity of water subject to Early Transfer under this paragraph shall be the greater of (i) 32,800 acre-feet or (ii) 32,800 acre-feet plus the actual quantity of water not Produced by the Agricultural Pool for that Fiscal Year that is remaining after all the land use conversions are satisfied pursuant to 5.3(h) below.~~

(i) The Early Transfer water shall be annually allocated among the members of the Appropriative Pool in accordance with their pro-rata share of the initial Safe Yield.

(ii) The Transfer shall not limit the Production right of the Agricultural Pool under the Judgment to Produce up to 82,800 acre-feet of water in any year or 414,000 acre-feet in any five years as provided in the Judgment.

(iii) The combined Production of all parties to the Judgment shall not cause a Replenishment assessment on the members of the Agricultural Pool. The Agricultural Pool shall be responsible for any Replenishment obligation created by the Agricultural Pool Producing more than 414,000 acre-feet in any five-year period.

(iv) The parties to the Judgment and Watermaster shall Produce water in accordance with the Operating Safe Yield and shall procure sufficient quantities of Replenishment Water to satisfy over-Production requirements, whatever they may be, and avoid Material Physical Injury to any party to the Judgment or the Basin;

(v) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool.

3. **Conversion Claims.** Subparagraph (b)(3)(i) of Exhibit H, ¶ 10 of the Judgment is amended to read as follows:

(i) For the term of the Peace Agreement *and any extension thereof*, in any year in which sufficient unallocated Safe Yield from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall allocate to each appropriator with a conversion claim 2.0 acre-feet of unallocated Safe Yield water for each converted acre for which conversion has been approved and recorded by the Watermaster.

4. **Controlled Overdraft.** Pursuant to section 7.2(e)(ii) of the Peace II Agreement, 175,000 acre-feet of controlled overdraft (Re-Operation water) will be allocated to Desalter replenishment over a 17-year period, beginning in 2013-14 and ending in 2029-30, according to the schedule attached as Exhibit A.

5. **New Yield.** Section 7.1 of the Peace II Agreement, entitled "New Yield Attributable to Desalters," is deleted. It is replaced by new section 6.2(b)(ii) as set forth in section 6 below.

6. Desalter Replenishment. Section 6.2(b) of the Peace II Agreement is amended to read as follows:

(b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation as follows.

(i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit "G" paragraph 8(e) 5(c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 6.2(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in section 9.2 below. The Special OBMP Assessment will be assessed pro-rata on each member's share of Safe Yield, followed by

(ii) The members of the Appropriate Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among Appropriate Pool members as follows:

(1) 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool member; and

(2) *15% of the total (1,500 afy) will be allocated according to each land use conversion agency's percentage of the total land use conversion claims, based on the actual land use conversion allocations of the year.*

The annual desalter replenishment obligation contribution of each Appropriate Pool member will be calculated using the following formula:

*Desalter replenishment obligation contribution = (8,500 * % Appropriator's share of total initial 49,834 afy Operating Safe Yield) + (1,500 * % Appropriator's proportional share of that year's total conversion claims)*

A sample calculation of the desalter replenishment obligation contribution for each Appropriate Pool member is shown on Exhibit ___ to this Peace II Agreement, as amended.

(iii) (ii) A Replenishment Assessment against the Appropriate Pool for any remaining Desalter replenishment obligation after applying both 6(b)(i) and 6(b)(ii), allocated pro-rata to each Appropriate Pool member according to the combined total of the member's share of Operating Safe Yield and the member's Adjusted Physical Production, as defined below, pro-rata based on each Producer's combined total share of Operating Safe Yield and the previous year's actual production. Desalter Production is excluded from this calculation. A sample calculation of the allocation of the remaining desalter obligation is shown in Exhibit ___ to this Peace II Agreement. However, if there is a material reduction in the net cost of Desalter product water to the purchasers of product water, Watermaster may re-evaluate whether to continue the exclusion of Desalter Production but only after giving due regard to the contractual commitment of the parties.

(iv) Adjusted Physical Production is the Appropriate Pool member's total combined physical production (i.e., all groundwater pumped or produced by the Appropriate Pool member's groundwater wells in the Chino Basin, including water transferred from the Non-Agricultural Pool under Exhibit G, ¶9 of the Judgment), with the following adjustments:

(1) In the case of assignments among Appropriate Pool members, or between Appropriate Pool members and Non-Agricultural Pool members under Exhibit G, ¶6 of the Judgment, resulting in pumping or production by one party to the Judgment for use by another party to the Judgment, the production for purposes of Adjusted Physical Production shall be assigned to the party making beneficial use of the water, not the actual producer.

(2) Production offset credits pursuant to voluntary agreements under section 5.3(i) of the Peace Agreement are calculated at 50% of the total voluntary agreement credit in the determination of Adjusted Physical Production for an Appropriate Pool member participating in a voluntary agreement for that year. In the determination of Adjusted Physical Production, the voluntary agreement credit is subtracted from physical production. Reduction of the voluntary agreement credit from 100% to 50% is applicable only to the calculation of the Adjusted Physical Production hereunder; but in all other applications, the voluntary agreement credit shall remain unchanged (i.e. remain at 100%).

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(3) *Production associated with approved storage and recovery programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical Production, except for in-lieu participation in such programs: in-lieu put quantities shall be added to physical production, and in-lieu take quantities shall be subtracted from physical production.*

(4) *Metered pump-to-waste Production that is determined by Watermaster to be subsequently recharged to the groundwater basin is deducted from physical production; unmetered pump-to-waste production that is determined by Watermaster not to be subsequently recharged to the groundwater basin is added to physical production.*

(5) *The Appropriative Pool may approve, by unanimous vote, the inclusion of other items in the determination of Adjusted Physical Production, with the exception of Non-Agricultural Pool water assigned or transferred under Exhibit G, ¶6 or ¶10 of the Judgment.*

(v) *Any member of the Non-Agricultural Pool that is also a member of the Appropriative Pool may elect to transfer (a) some or all of the annual share of Operating Safe Yield of the transferor in and for the year in which the transfer occurs (except that such transfer shall exclude any dedication to the Watermaster required by section 6.2(b)(1)), and (b) any quantity of water held in storage by the transferor (including without limitation carryover and excess carryover) to any member of the Appropriative Pool, in either case at any price that the transferor and transferee may deem appropriate and for the purpose of satisfying the transferee's desalter replenishment obligation. The transferee's desalter replenishment obligation shall be credited by the number of acre-feet so transferred.*

(vi) *(iii) The quantification of any Party's share of Operating Safe Yield does not include either land use conversions or Early Transfers.*

7. **Allocation of Non-Agricultural Pool OBMP Special Assessment.** The introductory sentence of section 9.2(a) of the Peace II Agreement is amended to read as follows:

a. For a period of ten years from the effective date of the Peace II Measures, any water (or financial equivalent) that may be contributed from the Overlying (Non-Agricultural) Pool in accordance with paragraph 8(e)-5(c) of Exhibit G to the Judgment (as amended) will be apportioned among the members of the Appropriative Pool in each year as follows:

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28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

Attachment: Peace Agreement, Section 7.2 (e)(ii)

Schedule for Use of Re-Operation Water**, and

Calculation of Remaining Desalter Replenishment Obligation (DRO)

Production from 2017-18 through 2029-30 is estimated

Production Year	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Peace I Desalter Production	29,227.997	29,541.300	27,008.810	26,275.588	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000
Peace II Desalter Production	14.555	448.690	1,154.052	1,527.215	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000
Appropriative Pool DRO Contribution	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)
Re-Operation Water** Non-Agricultural Pool Assessment	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)
Remaining DRO	6,742.552	7,489.990	5,662.862	4,567.803	16,765.000	16,765.000	16,765.000	16,765.000	16,765.000

Production Year	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Peace I Desalter Production	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000
Peace II Desalter Production	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000
Appropriative Pool "DRO" Contribution	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)
Re-Operation Water** Non-Agricultural Pool Assessment	(12,500.000)	(12,500.000)	(12,500.000)	(5,000.000)	(5,000.000)	(5,000.000)	(5,000.000)	(5,000.000)
Remaining DRO	16,765.000	16,765.000	16,765.000	24,265.000	24,265.000	24,265.000	24,265.000	24,265.000

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Attachment: Peace II Agreement, Section 6.2(b)(ii)

Allocation of Appropriative Pool Desalter Replenishment Obligation (DRO) Contributions (by agency)

Production Year 2013-14 Desalter Replenishment Obligation (DRO) Contribution: **10,000,000 AF**

Appropriative Pool Party	Production Year 2013/14 Common Data (Headings from Approved 2014/2015 Assessment Package)			Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions		
	a	b	c = %b	d = [DRO Contrib * .85]*a	e = [DRO Contrib * .15]*c	f = d + e
	Percent of Operating Safe Yield (Column 2A)	Land Use Conversions [Page 12A]*	Percent of Land Use Conversions	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000%	0.000	0.000	0.000
Chino Hills, City of	3.851%	1,133.906	4.334%	327.395	65.013	392.348
Chino, City of	7.357%	7,623.064	29.138%	625.345	437.074	1,062.419
Cucamonga Valley Water District	6.601%	598.364	2.287%	561.085	34.308	595.393
Fontana Union Water Company	11.657%	0.000	0.000%	990.845	0.000	990.845
Fontana Water Company	0.002%	834.000	3.188%	0.170	47.818	47.986
Fontana, City of	0.000%	0.000	0.000%	0.000	0.000	0.000
Golden State Water Company	0.750%	0.000	0.000%	63.750	0.000	63.750
Jurupa Community Services District	3.759%	13,876.196	53.040%	319.515	795.602	1,115.117
Marygold Mutual Water Company	1.195%	0.000	0.000%	101.575	0.000	101.575
Monte Vista Irrigation Company	1.234%	0.000	0.000%	104.890	0.000	104.890
Monte Vista Water District	8.797%	55.075	0.211%	747.745	3.158	750.903
Niagara Bottling, LLC	0.000%	0.000	0.000%	0.000	0.000	0.000
Nicholson Trust	0.007%	0.000	0.000%	0.595	0.000	0.595
Norco, City of	0.368%	0.000	0.000%	31.280	0.000	31.280
Ontario, City of	20.742%	2,041.095	7.802%	1,763.070	117.028	1,880.098
Pomona, City of	20.454%	0.000	0.000%	1,738.590	0.000	1,738.590
San Antonio Water Company	2.748%	0.000	0.000%	233.580	0.000	233.580
San Bernardino, County of (Shooting Park)	0.000%	0.000	0.000%	0.000	0.000	0.000
Santa Ana River Water Company	2.373%	0.000	0.000%	201.705	0.000	201.705
Upland, City of	5.202%	0.000	0.000%	442.170	0.000	442.170
West End Consolidated Water Co	1.728%	0.000	0.000%	146.880	0.000	146.880
West Valley Water District	1.175%	0.000	0.000%	99.875	0.000	99.875
	100.000%	26,161.700	100.000%	8,500.000	1,500.000	10,000.000

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Attachment: Peace II Agreement, Section 6.2 (b)(iii)
Allocation of Appropriative Pool Remaining Desalter Replenishment Obligation (RDRO)

Production Year 2013-14:		acre-feet
CDA Production - Peace I Allocation		29,227.997
CDA Production - Peace II Allocation		14.555
Total Desalter Replenishment Obligation (Total RDRO):		<u>29,242.552</u>
Desalter Replenishment Obligation Contribution (DROC)		(10,000.000)
Re-Operation Water		(12,500.000)
RDRO		<u>6,742.552</u>

Appropriative Pool Party	Operating Safe Yield	Production Year 2013/14 Common Data (From Approved 2014/2015 Assessment Package - Appendix A)						Methodology for Calculation of Adjusted Physical Production (APP)	Methodology for Calculation of "RDRO"
		a	b	c	d	e	f		
		Assessment Package Page 2A: Column 2D	Physical Production	Voluntary Agreements (w/Ag)	Assignments (w/Non-Ag)	Storage and Recovery Programs	Other Adjustments		
Arrowhead Mtn Spring Water Co	0.000	379.111	0.000	0.000	0.000	0.000	0.000	379.111	15.905
Chino Hills, City of	2,111.422	2,150.925	(26.221)	0.000	0.000	5,359.300	7,367.115	397.669	
Chino, City of	4,033.857	6,725.430	(6,686.440)	(104.778)	0.000	65.288	3,277.932	306.764	
Cucamonga Valley Water District	3,619.454	16,121.550	0.000	0.000	0.000	0.000	16,121.550	828.227	
Fontana Union Water Company	6,391.736	0.000	0.000	0.000	0.000	0.000	0.000	268.163	
Fontana Water Company	1,000	15,377.579	0.000	0.000	0.000	0.000	15,377.579	645.203	
Fontana, City of	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	411.476	736.362	0.000	0.000	0.000	0.000	736.362	48.157	
Jurupa Community Services District	2,061.118	18,405.630	0.000	(279.491)	0.000	(2.764)	18,018.347	842.427	
Marygold Mutual Water Company	655.317	1,314.734	0.000	0.000	0.000	0.000	1,314.734	82.653	
Monte Vista Irrigation Company	676.759	0.000	0.000	0.000	0.000	0.000	0.000	28.393	
Monte Vista Water District	4,823.954	12,521.892	(151.480)	0.000	0.000	(5,571.667)	7,074.485	499.195	
Niagara Bottling, LLC	0.000	1,342.588	0.000	0.000	0.000	0.000	1,342.588	55.328	
Nicholson Trust	4.000	0.000	0.000	0.000	0.000	0.000	0.000	0.168	
Norco, City of	201.545	0.000	0.000	0.000	0.000	0.000	0.000	8.456	
Ontario, City of	11,373.816	21,980.342	(4,428.101)	(1,857.153)	0.000	0.000	17,911.096	1,228.639	
Pomona, City of	11,215.852	12,909.293	0.000	0.000	0.000	0.000	12,909.293	1,012.153	
San Antonio Water Company	1,506.888	1,159.242	0.000	0.000	0.000	0.000	1,159.242	111.657	
San Bernardino, County of [Shooting Park]	0.000	16.390	0.000	0.000	0.000	0.000	16.390	0.688	
Santa Ana River Water Company	1,301.374	0.000	0.000	0.000	0.000	48.515	48.515	56.634	
Upland, City of	2,852.401	2,822.046	0.000	0.000	0.000	0.000	2,822.046	238.070	
West End Consolidated Water Co	947.714	0.000	0.000	0.000	0.000	0.000	0.000	39.761	
West Valley Water District	644.317	0.000	0.000	0.000	0.000	0.000	0.000	27.092	
	54,834.000	113,964.114	(11,552.242)	(2,338.973)	0.000	92.652	105,876.384	6,742.552	

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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 January 12, 2026, I served the following:

1. REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF CITY OF ONTARIO'S MOTION FOR ORDER DIRECTING WATERMASTER TO CORRECT AND AMEND THE FY 2021/2022 AND 2022/2023 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 January 12, 2026, in Rancho Cucamonga, California.



By: Ruby Favela Quintero
Chino Basin Watermaster

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ONTARIO, CA 91761

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