

FEE EXEMPT

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

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

10 CHINO BASIN MUNICIPAL WATER
11 DISTRICT,
12 Plaintiff,
13 v.
14 CITY OF CHINO, et al.,
15 Defendants.

CASE NO. RCVRS 51010

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

**DECLARATION OF COURTNEY
JONES IN SUPPORT OF CITY OF
ONTARIO’S OPPOSITION TO
WATERMASTER’S MOTION FOR
COURT APPROVAL OF CORRECTED
AND AMENDED FISCAL YEARS
2021/22 AND 2022/23 ASSESSMENT
PACKAGES**

Hearing:

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

1 I, Courtney Jones, declare as follows:

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

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

10 3. I make this Declaration in support of Ontario’s Opposition to Watermaster’s Motion
11 for Court Approval of Corrected and Amended Fiscal Years 2021/22 and 2022/23 Assessment
12 Packages.

13 4. Pursuant to the Court’s directive at the October 31, 2025 status conference, Ontario
14 and the other parties agreed to mediator Justice Stephen J. Kane (Ret.) to assist the parties’ efforts
15 to reach an agreement on the form of a proposed order. A mediation was held on December 12,
16 2025 but the parties were unable to reach a resolution on a proposed order. A follow-up mediation
17 was scheduled on January 16, 2025, which I and other Ontario representatives attended. Following
18 the mediation on January 16, Ontario continued settlement negotiations with the parties including
19 up to the Watermaster’s board meeting on March 26, 2026. Since that time, Ontario has continued
20 its efforts at informally resolving the dispute with Watermaster.

21 5. On March 10, 2026, I attended the Watermaster workshop regarding the Fiscal Year
22 2021/22 and 2022/23 Assessment Package Revisions.

23 6. On March 12, 2026, I attended the Watermaster Appropriative Pool Committee
24 meeting. Todd Corbin, the Watermaster General Manager, provided a report on the draft Fiscal
25 Year 2021/22 and 2022/23 Corrected and Amended Assessment Packages (“draft CAA Packages”)
26 at the meeting. Attached as **Exhibit 1** is a true and correct copy of a transcript of the meeting.
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1 7. On March 19, 2026, I attended the Watermaster Advisory Committee. Mr. Corbin
2 gave a report to the Committee regarding the draft CAA Packages at the meeting. Attached as
3 **Exhibit 2** is a true and correct copy of a transcript of the meeting.

4 8. Following the March 19 Advisory Committee meeting, I sent a letter on behalf of
5 Ontario submitting written questions to Watermaster and raising concerns that the draft CAA
6 Packages did not comply with the Opinion or the original DYY Program agreements. Attached as
7 **Exhibit 3** is a true and correct copy of the letter to Watermaster dated March 20 and sent to
8 Watermaster via email on March 21, 2026.

9 9. Watermaster responded to my March 20 letter on March 24, 2026. Attached as
10 **Exhibit 4** is a true and correct copy of Mr. Corbin’s letter dated March 24, 2026.

11 10. On March 25, 2026, Ontario submitted a comment letter to Watermaster in advance
12 of the Board meeting. Attached as **Exhibit 5** is a true and correct copy of Ontario’s March 25
13 letter.

14 11. On March 26, 2026, I attended the Watermaster Board meeting. The Board
15 approved the Fiscal Year 2021/22 and 2022/23 Corrected and Amended Assessment Packages at
16 the meeting. Attached as **Exhibit 6** is a true and correct copy of a transcript of the meeting.

17 12. In my work with Ontario, I work with and am familiar with the DYY Program and
18 the various agreements, the Judgment, and court orders that provide the framework for that
19 program. Under the 2003 Groundwater Storage Program Funding Agreement, the production of
20 DYY Program water is not authorized unless there is a “call” by Metropolitan Water District
21 (“MWD”) for Stored Water Delivery (see ¶ VI.B.5.). A true and correct copy of excerpts of the
22 2003 Agreement is attached hereto as **Exhibit 7**. In contrast, during call years, all parties with
23 Local Agency Agreements are authorized and required to produce DYY Program Water.

24 13. Watermaster’s insistence in giving Fontana and CVWD, as non-prevailing parties,
25 credit for DYY Program water results in a continued failure by Watermaster to resolve the cost-
26 shifting issue and economic harm to Ontario and the other parties.

27 14. In its Motion, Watermaster contends that in correcting the Assessment Packages it
28 cannot “return” water that was removed from the DYY storage account by Fontana and CVWD.

1 This contention is contradicted by Watermaster’s prior statements that the Assessment Packages
2 “could always be changed retroactively.” (Opinion at 16.) Second, Ontario is not arguing that
3 Watermaster, or Fontana and CVWD should physically “put back” the water. Rather, Watermaster
4 must only complete an accounting exercise to reclassify the water Fontana and CVWD claim to
5 have withdrawn from the DYY storage account but legally could not have pursuant to original DYY
6 Program agreements and Judgment. Also, contrary to Watermaster’s contentions, the correction of
7 the Assessment Packages has nothing to do with prior approvals through the Operating Committee
8 process. It is Watermaster’s responsibility to ensure that the Court’s orders are followed, and it is
9 Watermaster’s responsibility to correct and amend the Assessment Packages consistent with the
10 original DYY Program agreements, the Judgment and prior court orders. In sum, Watermaster
11 controls storage and the Assessment Packages, not the Operating Committee.

12 15. Watermaster created entirely new terminology and accounting practices in the CAA
13 Packages, including new columns and calculations in the amended assessment package
14 spreadsheets. For example, a brand new “Storage and Recovery Adjustments” column was added
15 to the calculation of DRO assessments, and Watermaster explains in a footnote that the column
16 “was added to account for (CVWD’s) withdrawal of water in excess of the Exhibit ‘G’ Performance
17 Criteria amount, and the withdrawal of water (by Fontana) absent of (sic) a Local Agency
18 Agreement.” (See Declaration of Todd M. Corbin, Ex. A at 99.) The effect of adding these
19 “Storage and Recover Adjustments” is to exempt all DYY Program water claimed by Fontana and
20 CVWD from DRO assessments. The use of a “Storage and Recovery Adjustment” has no precedent
21 in Watermaster’s “historical practices” and no basis in the original DYY Program agreements,
22 orders, or the Judgment.

23 16. Specific to CAA Packages for FY 2021/2022 and FY 2022/2023, Watermaster did
24 not apply the CVWD performance target of 11,353 AF. Instead, Watermaster permitted CVWD to
25 claim (and exempt from production assessments) 12,304 AF and 17,912.8 AF of DYY Program
26 water (e.g., the amount that CVWD “rolled-off” of in the previous year), respectively. This is
27 contrary to the original DYY Program agreements and court orders, including the limits contained
28 within CVWD’s Local Agency Agreement, and is contrary to historical practice.

1 17. The CAA Packages approved by Watermaster only impose partial assessments on
2 water withdrawn from the DYY Program account, and specifically exempt DYY Program water
3 claimed by Fontana and CVWD from DRO assessments. This is contrary to the original DYY
4 Program agreements and court orders, and is contrary to historical practice. This issue was a
5 recurring point of concern raised by multiple parties during the workshop and committee process
6 and Watermaster has tried to justify this exclusion by recharacterizing this water as “withdrawn”
7 from the DYY storage account and suggesting that as “foreign” or imported water, DRO does not
8 apply. Whatever new term Watermaster creates to recategorize this water, the result is the same;
9 Fontana and CVWD still are benefiting from their claimed use of DYY water through the
10 exemption of the DYY water from DRO assessment calculations to the detriment of the other
11 parties. This dual treatment of assessing DYY withdrawals as production for some purposes in the
12 CAA Packages but not others was identified during committee discussions as violative of the
13 Judgment, the original DYY Program agreements, and the Opinion.

14 18. In its Motion, Watermaster claims to recognize that the four reserved issues,
15 including the “future viability and application of the 2019 Letter Agreement” do not need to be
16 resolved as part of the “correction and amendment process” of the Assessment Packages. Despite
17 this, Watermaster has unilaterally answered some of the four reserved issues for purposes of the
18 CAA Packages including whether water from the DYY Program is withdrawn (not produced),
19 whether stored and supplemental water are simply two types of groundwater, and whether all stored
20 and supplemental water in the Basin is categorically exempt from assessments, and then applied
21 those determinations to the CAA Packages to reduce the adverse financial impacts to Fontana and
22 CVWD. This is inconsistent with the statement in Watermaster’s Motion that the four issues are
23 reserved and fails to comply with the clear directive in the Opinion to correct and amend the
24 Assessment Packages pursuant to the original DYY Program agreements – not the 2019 Letter
25 Agreement. Watermaster also has not put forward either a timeline or process for the resolution of
26 the four issues.

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I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on this 29th day of May 2026, at Ontario, California.

Courtney Jones

Courtney Jones

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
20260312 Appropriative Pool Committee Meeting
CASE NUMBER. RCVRS 51010

CHINO BASIN MUNICIPAL WATER DISTRICT,
Plaintiff,
vs.
CITY OF CHINO, et al.,
Defendants.

_____ /

Audio Labeled:
Audio Transcript of Job ID 2547582
Length: 0:18:10

Transcribed by:
(Esther Smith)

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APPEARANCE :

MR. CHAIR
CHRIS FEELEY
CHAD NICHIDA
CHRIS DIGS
MS. LEE
JUSTIN SCOTT-COE
EDUARDO ESPINOZA
SPEAKER 1

1 MR. CHAIR: Item B, assessment package.

2 MR. FEELEY: Thank you, Mr. Chair, members of
3 the committee. I'd like to thank everyone who
4 attended and participated in the workshop --
5 assessment package workshop just two days ago. We -
6 - Watermaster staff provided a presentation on the
7 basis for the changes that were being proposed to
8 the revised assessment packages for the fiscal years
9 ending June 30th, 2021 and 2022. If you would pull
10 up those attachments.

11 What we have in your package, we did send to
12 all parties yesterday evening, so I don't expect you
13 to have gone through those thoroughly at this point
14 in time. But based on the feedback and discussion
15 at the workshop on Tuesday, we have provided you a
16 revised draft for the corrected amended fiscal years
17 2021/'22, and '22/'23, excuse me, those two years,
18 in a separate email to you.

19 We will update the Watermaster website so that
20 you can access those at a later time also and
21 reference those. What we discussed at the workshop
22 was the revision to the assessment packages are
23 necessitated by the Court of Appeals opinion
24 relating to the Dry-Year Yield program. And the
25 basis for the changes that we made were specifically

1 based on two general principles.

2 One is that water was withdrawn from the DYY
3 account by specifically the Fontana Water Company,
4 who did not have a local agency agreement. In
5 addition, that water was extracted from the Dry-Year
6 Yield storage account by the Cucamonga Valley Water
7 District in amounts in excess of what we deemed to
8 be rolled off of their imported water supplies.
9 Those two differences created accessible production
10 for those two agencies.

11 And the addition of that accessible production
12 produced a reduction in the overall per-acre-foot
13 production rate to all the other parties. We went
14 through that in -- in detail. There was a
15 discussion, however, at the workshop about the 85/15
16 rule.

17 And so what you see in the package that we sent
18 last night and what we have here on the screen, the
19 -- the differences relate to the 85/15 rule and
20 those pages that calculate the 85/15 rule, and how
21 those flow through to the rest of the package.
22 We're happy to go -- go through those. But what we
23 did was we went back and matched those calculations
24 and -- and those sheets in the assessment package to
25 the original approved assessment package.

1 There's no 85/15 rule applied to any of the
2 water or overproduction by those two agencies caused
3 by their withdrawals from the DYY account. That was
4 the -- I think, the outcome of the -- the workshop
5 discussion. Happy to go through that with you or
6 answer any additional questions that you may have
7 about the assessment package.

8 What we're asking for today is continued advice
9 and assistance as we go through the Watermaster
10 process to have an assessment package decided on by
11 the Watermaster board and ultimately filed with the
12 court by the end of this month as directed by Judge
13 Ochoa in his latest ruling. That concludes my --

14 MR. CHAIR: So -- so with that as -- as Todd
15 mentioned, we're not voting on this today. That
16 happens next week at Advisory. So we're just
17 providing our -- our input thoughts. There were a
18 couple of things -- well, let me ask. Anybody want
19 to -- yes, Chris.

20 MR. DIGS: If it's -- I just want to make a few
21 comments about --

22 MR. CHAIR: Yes.

23 MR. DIGS: -- assessment package and process.
24 Hey, good morning, everyone. Just for the record, I
25 wanted to state, you know, Fontana Water Company

1 operated pursuant to the 2019 letter agreement that
2 was developed by Watermaster, IUA, and the operating
3 committee. You know, at that time, I was in the
4 room. I remember that the performing agencies were
5 having issues meeting a call.

6 We were up against the storage cap, and there's
7 a threat of exceeding that. We needed to evacuate
8 that water. We did not push to -- or, to perform.
9 We never asked to perform. We were actually
10 approached by IUA with support of Watermaster to
11 help with this call. And we did -- you know, made
12 business decisions at the time to perform. We did a
13 voluntary withdrawal with this assessment package.

14 I do appreciate the hybrid approach in trying
15 to, you know, match court orders, but, you know,
16 fast forward to now, the burden's being shift, you
17 know, from the problem of the 2019 letter agreement
18 to us. To Cucamonga. And not only just to these
19 assessments, we've had financial implications,
20 legal, for the last few years through this battle.
21 We're getting drugged through the mud.

22 I -- I know the old saying, you know, "No good
23 deed goes unpunished." It's really applicable here.
24 A few comments on this. I know Fontana Water
25 Company still believes we should only be assessed

1 for the amount that's not rolled off instead of all
2 the DYY water.

3 So I did want to make that point that we did
4 see the package come in last night, but we're still
5 at -- looking at it and need some time to evaluate
6 the 85/15 rule, how that's applied, if it's
7 consistent with the application of imported water
8 versus groundwater. So I wanted to state that for
9 the record. You know, if this is going to move
10 forward, we -- I don't think we could approve it
11 today, so. Thank you.

12 MR. CHAIR: We don't approve it today, as you
13 know. We'll -- that vote will come next week at
14 Advisory, but your -- your points are noted.

15 MR. FEELEY: Mr. Chair, just a point of
16 clarification. The assessment package advisory
17 action will be continued advice and assistance to
18 the --

19 MR. CHAIR: Correct.

20 MR. FEELEY: -- to the board -- recommendation
21 to the board, but not -- not an actual approval,
22 like, a budget.

23 MR. CHAIR: Yes. Yes, Chad.

24 MR. NISHIDA: Thanks, Chris. Good morning,
25 everyone. Just want to reiterate a few comments

1 that we've heard from the workshop earlier this
2 week. Many of you have heard some of these comments
3 already, but I think for those that didn't hear it,
4 it may be helpful to -- for additional context going
5 forward. One of two items I'd like to hit on.

6 The Court of Appeals ruling indicated that
7 water cannot be produced or withdrawn from the DYY
8 storage account without a local agency agreement,
9 nor can Exhibit G performance criteria be suspended.
10 And with the new assessment packages, it's still
11 unclear to us why the performance criteria continue
12 to be exceeded, and also why an agency without a
13 local agency agreement is still allowed to be --
14 allowed to produce from the DYY storage account.

15 The second item, and on a similar note, the
16 assessments -- these new assessments bring to light
17 what we think to be new concepts, requiring new
18 columns in the assessment package to be added, in
19 particular transfers and also adjustments, which we
20 believe are inconsistent and also a divergence from
21 the Court of Appeals and trial court orders, in
22 which the amendments specifically called out, need
23 to be consistent with the original program
24 agreements, the judgment, and also prior court
25 orders. Thank you.

1 MR. CHAIR: Thank you. You look like you're
2 ready to -- okay. Any other questions? Online? I
3 took a couple of dozen phone calls yesterday on --
4 on this item and really struggled to understand one
5 specific concept that was the overarching one for
6 me, which I think I have some resolution to. But
7 that was -- I -- I understand the perspective of
8 assessing the water for the -- the 8,200-acre feet.
9 I -- I get that.

10 And I think that's what the court requested
11 Watermaster do, is to rectify that. And the -- the
12 question though for me was, is how do you assess DYY
13 water for a pump assessment and you don't put that
14 into the -- the DRO calculation? And I think where
15 I've landed at this moment is, well, as was
16 explained to me yesterday, that water is foreign
17 water, and -- and we don't apply DRO to foreign
18 water.

19 And the court orders requested that the errors
20 that were made be resolved. And I think that's what
21 Watermaster is doing with the assessment, but to
22 also apply DRO to that doesn't, at this moment, seem
23 appropriate because we don't apply DRO to foreign
24 water, and that's what was extracted. So that's --
25 that's what I'm -- struggled with for several days

1 now. But that's -- that's the question that I was
2 looking to have answered. Justin?

3 MR. SCOTT-COE: Thank you, Mr. Chair, and thank
4 you to everyone for their comments. And I would say
5 all the comments that I've heard here and -- and
6 elsewhere are very pertinent to the issue. I -- I
7 completely understand sympathize and -- and, you
8 know, this is a very difficult situation to resolve
9 because there's very divergent perspectives that can
10 -- that can be seen as all true, but still don't
11 help us to achieve a result.

12 For instance, the issue of foreign water.
13 We've been assessing and applying DRO to the
14 production of foreign water consistently,
15 historically, for any water that comes out of a
16 local supplemental storage account whether it's
17 recycled water or imported water. We've -- we've
18 been doing that. So I -- I -- I'm not sure the
19 foreign water distinction holds up least in my head
20 at this point.

21 But again, my mind is open. And the question
22 remains, and -- and I -- and I appreciate the
23 question. And since we're all restating kind of our
24 perspectives here, I'll be very brief in saying from
25 Monte Vista's standpoint, because of the divergent

1 perspectives that are -- that have -- that all have
2 relevance and -- and make sense, we need a
3 settlement. We really need a global settlement to
4 settle this -- settle this.

5 And Monte Vista stands ready to assist in any
6 way possible to achieve that settlement so we can
7 move forward into the really robust discussion we
8 need to have over the next few years in how we are
9 going to manage the basin after 2030 under the
10 renewed peace agreement. I hope I was speaking
11 sufficiently with volume. My -- I -- I've been
12 accused in the past of being a low talker. Thank
13 you, sir.

14 MR. CHAIR: Well, I -- I do agree. I think
15 what you're saying there kind of conclusion is,
16 there could be two -- two remedies. One remedy for
17 these assessment packages, and then something
18 different on going forward, so yeah. And -- and I
19 too am still open to -- yes, Chad?

20 MR. NISHIDA: Thanks, Chris. I think similar
21 to the workshop, our perspective would be that, you
22 know, this -- this water that was produced was not
23 during a call year, and the water that doesn't meet
24 specific performance criteria should be counted as
25 normal production, including regular assessments and

1 also DRO assessments. To Justin's point, I think
2 many of you heard Ontario is open to those
3 settlement discussions. Thank you.

4 MR. CHAIR: Well, and I've been trying to help
5 facilitate that. I'm not sure where that will go,
6 but. Okay. Any other -- any other comments? If
7 not, we'll move on.

8 SPEAKER 1: Mr. Chair, Ms. Lee, online, has a
9 question.

10 MR. CHAIR: Yes.

11 MS. LEE: Yes. Hi. Thank you. I -- I really
12 appreciate everyone's comments here. And I think --
13 I think all of us are on board to help this basin
14 move forward in however way we could possible.
15 However, as a matter of a participant in another
16 conjunction use program in another basin, I want to
17 strongly suggest and recommend that we continue to
18 follow protocols and court orders so that we stay
19 consistent with the spirit of the program.

20 And, you know, I'm sorry, the Fontana Water
21 Company that you guys try to do a good deed. But
22 how we ended up here, I don't really know because I
23 wasn't here back then, but one way or the other, I
24 think we're constantly getting into these legal
25 battles because maybe interpretation of the court

1 orders or interpretation of how we should administer
2 these programs are kind of diverting from the court
3 orders.

4 So I just want to make that comment and I'm
5 here to participate in any discussion to help move
6 this forward. I think that's in the best interest
7 of everybody. We got, you know, (indiscernible),
8 muddle and we have other things that -- that basin
9 still needs to discuss and move forward on. Thank
10 you.

11 MR. CHAIR: Thank you, Hagen. It would've been
12 nice if the court orders had provided more
13 explanation of exactly what to do, and I'm sure
14 Watermaster feels that more than anyone. And we're
15 all sitting in that same muddle as you just said,
16 trying to figure out what -- what was the intent,
17 what were they trying to do, so where should we
18 land, so. Eduardo?

19 MR. ESPINOZA: Yeah. I have a comment on that.
20 You know, the spirit of the program was for Met to
21 put water in the basin. Their water, not ours. And
22 they gave us a ton of money to be ready to do it.
23 The spirit of the program was to call in that water
24 in dry years. And there was several years of, for
25 lack of better word, flopping. The First Amendment

1 of the agreement was to give Ontario more time to
2 finish their project.

3 The next -- actually, the -- they were named in
4 the First Amendment. So they -- they kind of were
5 specifically called out for not getting their
6 project done. The next few projects -- the next few
7 amendments were more extensions for more time. Only
8 those agencies know who got those extensions,
9 because I didn't dig that far into it. But then
10 there was another amendment for more money.

11 And then there were 6 and 7, for resolving
12 issues with City of Chino, who also was having
13 problems with their project. We all took money from
14 Met to produce water when they called it. Finally,
15 amendment 8 kind of addressed some of these things.
16 There was a lot of, you know, reconciliation of
17 things just not working with the program. So they
18 made an amendment in 2015 to kind of help figure
19 that out.

20 And then ultimately in that spirit of trying to
21 make it work and not seeing it work and give
22 additional flexibility, they did -- they did the
23 2019 agreement. So we didn't go through the
24 process, which we -- we realized, and maybe we
25 should have in hindsight, but everybody was fully

1 aware. It was done very transparently. At the
2 time, the general manager of Watermaster was very
3 transparent over several pool meetings that this was
4 being changed.

5 We were in meetings with the other agencies,
6 including Ontario, discussing the changes to the
7 program. Some people didn't understand it, some
8 people, you know, didn't want to deal with it. And
9 so here we are. So I just want to -- I wanted to
10 address the comment about the spirit of the program.
11 As it was first written up, the agreements, it just
12 didn't work. That's why we had eight -- eight
13 amendments. So I just want to put that in
14 perspective for everyone.

15 And so I hope people consider that as we're
16 making a decision. So, sorry, Hagen, but I had to
17 respond to -- to your comment.

18 MS. LEE: Yeah.

19 MR. ESPINOZA: And we -- we can talk more in --
20 in a closed session because I know there's --
21 there's a lot of -- you know, people have a lot of
22 things to say and things to rebut. We're probably
23 going to re-litigate again in -- in the
24 conversation. But we need to get to a conclusion.
25 So I appreciate everybody just kind of listening to

1 that perspective. Thank you.

2 MR. CHAIR: Okay. Yes, sir.

3 MR. FEELEY: Mr. Chair, also, because this is
4 going to advisory committee next week and this was
5 such a quick turnaround with -- to make the changes
6 from the workshop to -- to the meeting today, we'll
7 have a more extensive presentation, some slides to -
8 - to show exactly what those changes are and -- and
9 the whole outcome of the revisions that are
10 proposed.

11 MR. CHAIR: Okay. Thank you.

12 (END OF TRANSCRIPT.)

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CERTIFICATE OF TRANSCRIBER

I, ESTHER SMITH, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding; that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; and that I am neither counsel for, related to, nor employed by any of the parties to the case and have no interest, financial or otherwise, in its outcome.



Esther Smith

DATE: March 25, 2026

EXHIBIT 2

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AUDIO TRANSCRIPTION

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

Case Number: RCVRS 51010

Advisory Committee Meeting

Audio Labeled: 20260319 Advisory Committee Meeting

Length: 7:30-56:35

March 19, 2026

Transcribed by:
Natalie Fagan, CSR 13993

1 CHAIR BURTON: Okay. Moving on Item 2B, which
2 is the fiscal years 21/22 and 22/23 correction and
3 amended Assessment Packages. And I noticed the Staff
4 report, I think, reflects that there wasn't anything
5 definitive in terms of pool action. You know, there
6 was -- in terms of approval or not approval.

7 The question is, would the committee like to
8 see a presentation by Watermaster or just move into
9 discussion? Is there a preference?

10 RON: I guess --

11 CHAIR BURTON: Go ahead, Ron.

12 RON: Just want to make sure that the
13 information we have is the latest and greatest revised
14 assessments. Because I know we -- Frank had sent out a
15 revised one just before the pool meetings and --

16 STAFF: Yes. If I could just kind of speak to
17 that issue. We had workshop last Tuesday and pool
18 meetings last Thursday. At the time of the workshop
19 there was a request for a change, and so what we've done
20 is -- and if you would please pull up, Ruby, page 77 of
21 the meeting package. What we've done is we've
22 highlighted in yellow the changes, which were the
23 original changes that were presented at the workshop.
24 Any additional changes post workshop we are identifying
25 as highlighted in green so that you could see the

1 changes. And those changes related only to the
2 application of the 85/15 rule and not to anything else.
3 No changes in the methodology of how we've applied
4 assessments.

5 BOARD MEMBER: So today we would be approving
6 what's in green? That's what's going to the Board?

7 STAFF: Yes. That is our recommendation as
8 presented. Yes. And we also -- at the bottom of that
9 page -- Ruby, if you would scroll down just a little
10 bit -- we try to provide also the footnote that applies
11 to the particular changes and color-coded them so it's
12 easier to follow.

13 BOARD MEMBER: Good. Thank you.

14 CHAIR BURTON: So I guess unless there's a
15 desire to go through it page by page, maybe I would just
16 ask Todd if you or your Staff could just kind of recap
17 what the changes are.

18 STAFF: Sure. Yeah. Happy to do that.

19 As we've mentioned in the workshop and
20 discussion at the pools, the task of Watermaster was to
21 advise the Assessment Package for fiscal years ending
22 '22 and '23. Ruby, if you would pull up that PowerPoint
23 from the workshop, please.

24 We outlined at the workshop the -- we'll call
25 it the principles that we use in order to develop the

1 revised Assessment Packages or the draft Assessment
2 Packages. It really relates to two issues. One is,
3 what, if any, of the withdrawals from the DYY are
4 assessable as a production assessment. And what we
5 determined at that time -- or what we've determined is
6 based on the Court of Appeals ruling -- two issues. One
7 is that the lack of local agency agreement by Fontana
8 Water Company necessitated an assessment to the
9 withdrawals that they made from the storage account.
10 And then secondly, the withdrawals that the Cucamonga
11 Valley Water District made in excess of their Exhibit G
12 roll-off parameters as part of the amendment to the DYY
13 agreement were then also assessable. So what we've done
14 is -- do I have the clicker? Yes. This works.

15 And so here it says that Watermaster correction
16 revisions show account for previously allowing Fontana
17 to voluntarily extract water from the program storage
18 account without a local agency agreement and previously
19 exempting CV WD from the DYY storage account and access
20 to the Exhibit G performance criteria. That's the
21 premise of the revisions that we made. And that is a
22 change from what we originally posted in the first
23 workshop that we discussed. The original Watermaster
24 Court of Appeals interpretation that we presented was
25 based on the concept of roll-off. There was not a

1 roll-off of imported water supplies then that water
2 would be assessable. Fontana Water Company in essence
3 complied with a portion of that roll-off provision but
4 not entirely, but we did change in this iteration based
5 on the rolling and then also the confirmation by Judge
6 Ochoa to further exclude that water from -- or to
7 include that water as assessable production.

8 No changes to the original calculation of
9 exemption for desalter replenishment obligations. The
10 reasons we provided that were that that water from the
11 Dry Year Yield account was never to be accounted for in
12 the DYY -- I mean in the DRO calculation, and there was
13 no specific direction in the order to do so. So that
14 encompasses the methodology of the changes, and as
15 mentioned, we can good through the particular pages if
16 you have a question.

17 CHAIR BURTON: Okay. Thank you, Todd.

18 So why don't we just open it up for discussion
19 and questions. I'm not hearing that any of the
20 committee members want to go through it page-by-page. I
21 would just -- I guess my goal today is give --
22 especially given that the pools didn't really take
23 formal agency. You know, we're here to help advise the
24 Board. This is advice and assistance, right, so, you
25 know, my hope today is that we can have a good

1 discussion and get a recommendation to the Board, even
2 if some of us don't agree with or like the
3 recommendation. I think ultimately that's helpful for
4 the Board, so I'll open it up for any comments,
5 questions, discussion.

6 ONTARIO SPEAKER: So Chair, if I could speak?

7 CHAIR BURTON: Yeah.

8 ONTARIO SPEAKER: So I'd like to just begin by
9 noting, Ontario has made a final effort to resolve these
10 issues through a settlement agreement. So we have put
11 forth a proposal to the appropriative pool for
12 consideration, and we continue to meet in an effort to
13 resolve this issue. With that being said, you know, we
14 have -- Ontario has considerable concerns with the
15 proposed amended Assessment Packages. From our
16 perspective, they are fundamentally inconsistent with
17 the Court of Appeals opinion. The original DYY program
18 agreements, the judgment, and prior court orders with
19 which Watermaster was required to redo the Assessment
20 Packages.

21 So with that being said, I'd like to go into
22 some of my concerns that I see in these Assessment
23 Packages. The first one, you know, the Court found
24 fault with Watermaster allowing 23,000-acre feet of
25 water to be recovered or removed from the DYY account in

1 one of the given years. So the revised Assessment
2 Packages as they have been put forth still allow a
3 removal of 23,000-acre feet in that given year of water
4 from the DYY account. So, you know, the COA, the Court
5 of Appeal opinion specific stated Watermaster exempted
6 CWD's voluntary production of 20,500-acre feet in this
7 given year from the DYY account, even though the agreed
8 to performance criteria outlined in the local agency
9 agreement allowed a production of only 11,353-acre feet.

10 So I'd like to understand from Watermaster's
11 perspective why the agreed to performance criteria has
12 not been followed as a part of the revised Assessment
13 Packages and we're still allowing an excess of the
14 11,300-acre -- 353-acre feet to be recovered.

15 CHAIR BURTON: Can you tell me where you get
16 the 11,353 from?

17 MS. JONES: Yeah. So that is -- well, the COA
18 states it on page 15, but that is listed as the agreed
19 to performance criteria in the local agency agreement,
20 so that's the performance required by any of the
21 agencies in any given year or call year.

22 CHAIR BURTON: That was at the time of the
23 local agency agreement?

24 MS. JONES: Yes.

25 CHAIR BURTON: Not at the time of the Exhibit G

1 update 2015; correct?

2 MS. JONES: But the -- yes. But the COA does
3 specifically state that they're allowing -- that
4 Watermaster is allowing performance in excess of this,
5 and that they are not agreeable to it.

6 CHAIR BURTON: Right. We've talked, though,
7 about the difference between Ontario's interpretation of
8 the word original and of the work that -- Ontario thinks
9 that word "original" is doing in the Court of Appeal and
10 what Watermaster has interpreted that to mean and the
11 direction we have from Judge Ochoa as of February 20th
12 in regard to, you know, his position on whether the 2019
13 agreement has been superseded any of the -- or obviated
14 and whether the succeeding amendments are effective or
15 not, so I think that's where Watermaster gets its -- or
16 that's the background for Watermaster's position on the
17 performance criteria.

18 MS. JONES: Okay.

19 CHAIR BURTON: And I just -- it seems like
20 you're reading from some prepared comments. It would be
21 helpful if Watermaster could have those just so we can
22 take them to the Board with -- I'm taking notes, but I
23 can't type --

24 MS. JONES: Yes. I'd be happy to share them.

25 CHAIR BURTON: (Indiscernible) -- so if we

1 could have those to take to the Board so they understand
2 the full discussion, that would be great.

3 MS. JONES: Yeah. I'd be happy to share them.

4 CHAIR BURTON: Thanks.

5 MS. JONES: So I can understand the
6 interpretation, but, you know, Judge Ochoa did say, as
7 well, that his goal is to implement the Court of Appeal
8 ruling, and the Court of Appeal opinion, so that
9 fundamentally does seem inconsistent with what the Court
10 of Appeal ruled. And I'd also, you know, like to open
11 it up to the committee to see if there's differing
12 perspectives or differing understandings on the
13 interpretation of that language.

14 CHAIR BURTON: I would just note, I think
15 Watermaster's perspective is that -- what it's trying to
16 do is also to implement the Court of Appeal opinion, so
17 it seems we have different interpretations, but
18 that's --

19 MS. JONES: Yes.

20 CHAIR BURTON: -- what Watermaster is trying to
21 do, as well.

22 Are there other comments, Eduardo?

23 MR. EDUARDO: Yeah, Mr. Chair. Yeah. I'd like
24 to address some of the comments and your concerns.

25 You mentioned that it was Watermaster who

1 allowed the taking of the water. I'd like to remind the
2 group that it was Metropolitan Water District who owns
3 the water who allowed for the water to be taken. And
4 along the way a lot of Ontario's concerns and comments
5 was on roll-off, not the specific Exhibit G, minimum
6 11,000-acre feet or even hitting the -- that amount on
7 point. It was rolling off of imported water, and so it
8 feels like there's just new arguments that are
9 continually being introduced by Ontario, and so we have
10 to just move forward and just pick one and it would be
11 nice to just pick two; the roll-off, which from looking
12 at the Assessment Package, that's what Watermaster did.
13 They went back to the 2015 Amendment Eight to try and
14 interpret that as best as possible, and so we're trying
15 to address something that could be consistent, and we
16 think is consistent with the original agreements --
17 plural -- as it was said in the remitter, and so I think
18 it's appropriate. Obviously, we're a part of it, so
19 that's our opinion, but it's Metropolitan's water, and
20 it was their call, not Watermaster's call.

21 MS. JONES: Thank you, Eduardo. I would just
22 like to respond to some of that. I would respectfully
23 disagree that this is a new argument. It was included
24 in our original briefings, which is why it was
25 incorporated into the Court of Appeal ruling, so this is

1 not the first time that we've brought that up. Our
2 concern was in regards to the roll-off, as well as
3 production in excess of the agreed to performance
4 criteria, so it was both components of that.

5 CHAIR BURTON: So Eduardo, do you have anything
6 else on that topic, or are we -- would you like to
7 respond or?

8 MR. EDUARDO: This -- no. Not on that part.

9 CHAIR BURTON: And so I just want to -- I want
10 to make sure we get to the comments. This is really not
11 the place to have too much back and forth and debate,
12 but I appreciate both responses. Understand them.

13 So the only question I have, Brad, in listening
14 to you is that -- is the basis the 2015 agreement, the
15 2019 agreement, or both?

16 BRAD: All the subsequent amendments.

17 CHAIR BURTON: Okay. Thank you. Yeah.

18 UNIDENTIFIED SPEAKER: Watermaster
19 (indiscernible) -- was that his 20 minute was -- the
20 Court found that Watermaster miss-applied and
21 misinterpreted it, not that it was invalid, and so the
22 injury that the Court of Appeal identified is based on
23 the proceeding under the 2019 agreement.

24 CHAIR BURTON: Okay.

25 UNIDENTIFIED SPEAKER: Allowing some voluntary

1 take, but in excess of the performance criteria or the
2 roll-off.

3 CHAIR BURTON: Okay. Thanks.

4 UNIDENTIFIED SPEAKER: So it's -- it's
5 basically the whole package.

6 CHAIR BURTON: Thank you. Yep.

7 All right.

8 UNIDENTIFIED SPEAKER: Mr. Chair?

9 CHAIR BURTON: Yeah?

10 UNIDENTIFIED SPEAKER: Can I ask one clarifying
11 question?

12 If that first year the 2022 fiscal year, that
13 11,353 ceiling, if you would, is just slightly below
14 what we've, in essence, through the roll-off allowed it
15 of the it was 12,000 maybe 94-acre feet -- or 12,000
16 some acre feet, so not a significant difference in that
17 first year. But the second year because we applied the
18 DYY extractions or withdrawals from the 2019 year, I
19 think it was -- is your -- I guess -- does your comment
20 relate to both year or just the first year because --

21 MS. JONES: It does relate to both years. Yes.

22 UNIDENTIFIED SPEAKER: I just want to clarify
23 for the --

24 MS. JONES: Yeah.

25 CHAIR BURTON: All right. Eduardo?

1 MR. ESPINOZA: Mr. Chair, if I can just add one
2 more comment regarding the Court of Appeals and their
3 direction. You know, if they knew exactly what they
4 wanted to direct, they would have directed what the
5 Assessment Package would have looked like, so just to
6 remind the group, you know, we're doing our best here to
7 interpret what the Court of Appeals, and so that's
8 Ontario's opinion. We got that. We have our opinion,
9 and so we're hopeful the rest of the parties could also
10 kind of understand and also make their opinion on this.

11 CHAIR BURTON: Yeah. Absolutely.

12 Are there -- Ron? Yes?

13 RON: So I know there's a lot of passion behind
14 this topic. I listened to Judge Ochoa on February 20th.
15 I know we're under, you know, court directive to get --
16 get this thing resolved by the end of this month, and
17 I'm hopeful that that there's some resolution through
18 some type of settlement, and we are very supportive to
19 ongoing discussions in that regard. But I think from an
20 Advisory Committee member perspective, we have revised
21 assessments that -- that, you know, based on the input
22 we received from Staff and legal counsel is responsive
23 to the Court's direction, and so I would make a motion
24 that the Advisory Committee recommend these revised
25 assessments be approved by the Board and submitted to

1 the Court.

2 CHAIR BURTON: All right. We have a motion. I
3 do want to entertain other discussion, but if there's a
4 second I think we should probably take that.

5 UNIDENTIFIED SPEAKER: Second on that.

6 JUSTIN: I just want to make a quick Comment.
7 Sorry. About Fontana Water Company -- we generally
8 support the Assessment Package. However, we take issue
9 with our production -- specifically the roll-off was
10 treated, and we'll be submitting a letter within the
11 next letter addressing these -- this and several other
12 areas of concern. And so this will probably be
13 reflected in how we vote on this item.

14 CHAIR BURTON: Okay. Thank you, Justin.

15 MS. REIMER Mr. Chair?

16 CHAIR BURTON: Yes.

17 MS. REIMER I'd like to continue discussion if
18 we could.

19 CHAIR BURTON: Yes.

20 MS. REIMER I know that there's a motion on the
21 floor, but Monte Vista encourages --

22 CHAIR BURTON: I'm sorry. Just real quick, I
23 think we have a motion and a second on this item; right?
24 Is that correct?

25 UNIDENTIFIED SPEAKER: Yes.

1 CHAIR BURTON: Okay. Go ahead, Stephanie.

2 MS. REIMER Okay. Thank you. Thank you.

3 Monte Vista as non-litigating party encourages
4 the Watermaster Board to allow settlement discussions to
5 continue. We are prepared to offer an alternate motion,
6 and that would be to not approve the Assessment Packages
7 as corrected and amended, but to recommend that the
8 Board continue to allow the parties to continue to work
9 towards a settlement.

10 CHAIR BURTON: Okay. Thank you, Stephanie. Is
11 there questions on that?

12 MR. OROSCO: Chino would second that motion.

13 CHAIR BURTON: Okay. Thank you, Ben.

14 Is there -- before we get into the vote. So we
15 have a first motion, a second motion. Do we want to
16 have further discussion? Comments?

17 Yes, Bryan?

18 BRYAN: I have a question regarding the second
19 motion. Is there a specific time line that Monte Vista
20 would be willing to entertain or --

21 MS. REIMER We understand that there's a
22 deadline at the end of the month, but I think that, you
23 know, the Court would be open to allowing some sort of
24 extension if requested by Watermaster, so we gave that
25 to the Court.

1 BRYAN: So is the request by Watermaster
2 implied in the motion, then?

3 MS. REIMER Yes. We would ask that the
4 Court -- that Watermaster ask the Court for an
5 extension.

6 BRYAN: Thank you.

7 CHAIR BURTON: Okay. Thank you, Bryan.

8 MR. BERCH?

9 MR. BERCH: Being that we're now talking about
10 potentially delaying this, I'd be particularly
11 interested on litigating parties, if they're supportive
12 of that or not. I think I already heard no from
13 Fontana.

14 MS. JONES: Ontario would be supportive.

15 MR. BERCH: Okay.

16 UNIDENTIFIED SPEAKER: No, we're not. We need
17 to get this done.

18 MR. BERCH: Okay.

19 UNIDENTIFIED SPEAKER: We have an order from
20 the Court to get this done.

21 MR. BERCH: Okay. Can I make a substitute to
22 the substitute?

23 UNIDENTIFIED SPEAKER: (Indiscernible) --

24 CHAIR BURTON: Yeah. Yeah. Yeah. You -- I
25 guess practically speaking, I'm fine with that, I just

1 want to understand protocol, so we have a motion. We
2 have an alternate motion.

3 MR. BERCH: Substitute.

4 CHAIR BURTON: We also substitute? Okay.

5 MR. BERCH: A substitute to the substitute. My
6 motion would be to delay this discussion or action or
7 recommendation to the Board until next Wednesday and
8 have a special Advisory Committee meeting specifically
9 for this item. My understanding is that the litigating
10 parties are still having active discussions, and so this
11 will give them a couple more days to try to work that
12 out. Obviously, I think all of our goal is to make sure
13 that we make some type of recommendation to the Board
14 that the Board can say yes to in supportive of us. So
15 with not having all of the litigating parties supportive
16 to this, I think that gives us a couple more days, so
17 that would be my substitute motion.

18 CHAIR BURTON: Okay. So substitute motion is
19 to defer a vote today and come back as an Advisory
20 Committee on Wednesday, which is before the Board.

21 MR. BERCH: Correct.

22 CHAIR BURTON: Okay. Gives a few days. Thank
23 you, MR. BERCH.

24 UNIDENTIFIED SPEAKER: Mr. -- I'm sorry.
25 Mr. Chair, Upland would second Mr. Berch's

1 recommendation.

2 CHAIR BURTON: Okay. Excellent.

3 UNIDENTIFIED SPEAKER: So you have three
4 motions?

5 CHAIR BURTON: We have three motions, and I
6 don't want to do any voting unless we are done with
7 discussion. I would just ask for -- Brad, if you could
8 clarify, what's the voting order? Because I don't know
9 when we do a substitute. When does that get voted on?

10 UNIDENTIFIED SPEAKER: I'm not sure I'm a
11 Robert's rules expert, but my understanding is you take
12 the most recent motion first.

13 CHAIR BURTON: Okay. So we would take the
14 substitute motion first --

15 UNIDENTIFIED SPEAKER: Substitute to the
16 substitute.

17 CHAIR BURTON: Yes.

18 UNIDENTIFIED SPEAKER: Work from the --

19 CHAIR BURTON: Got it.

20 UNIDENTIFIED SPEAKER: Last in, first out.

21 THE CLERK: Yep.

22 CHAIR BURTON: Unless somebody wants to top
23 Chris Berch's motion with a fourth one. We'll see --
24 no. I'm kidding. But I do want to finish the
25 conversation because I think it is an important item,

1 and so let's -- let's anybody else who wants to speak do
2 that first.

3 UNIDENTIFIED SPEAKER: I guess in the second
4 two motions that were made, I'm hearing two parties are
5 not wanting to further negotiate. I thought I heard
6 Fontana saying that they're done, and I thought you said
7 the same. Did I not hear that?

8 UNIDENTIFIED SPEAKER: I just want to clarify,
9 I said no to the motion of accepting the Assessment
10 Package. We're not talking about not negotiating or --

11 UNIDENTIFIED SPEAKER: Okay. I can answer your
12 question. No. We're still in settlement discussions.

13 UNIDENTIFIED SPEAKER: Okay.

14 UNIDENTIFIED SPEAKER: But we think it's
15 important to stay the course. We have a Court order to
16 get this Assessment Package by the end of this month,
17 but settlement discussions can still continue, and my
18 understanding is that there are still active
19 discussions, so -- but we need to have a deadline
20 because we've been through this before, and this is just
21 going to keep extending and extending. I think we're
22 close, but -- no. We're still in discussions, so I just
23 want to reassure the group that there's still
24 settlement.

25 MR. BERCH: And part of my thought on -- part

1 of my thought on my motion was that if by next Wednesday
2 there is alignment by the litigating parties that feel
3 that they just do need a little bit more time, we can
4 make a larger supportive motion to the Board at that
5 point. And if by next Wednesday the wheels fall off any
6 type of negotiations, then the parties can move to
7 accept as is or not. However they so choose. That was
8 my thought.

9 CHAIR BURTON: So if I -- just to make sure I
10 understand that, so the thought is -- I don't think
11 anybody here wants to extend it just for the heck of it
12 if there's not something real. So is the thought that
13 if there is something real and we know that by next
14 Wednesday, the advisory -- I guess it's up to the
15 Advisory Committee what it wants to do at that point.

16 MR. BERCH: I guess my thought is just one
17 party would be if the three litigating parties said we
18 feel that we're getting close, and we would like to ask
19 for delay. All three of them. That would be supportive
20 from my perspective.

21 CHAIR BURTON: Okay. Thank you, Chris.

22 UNIDENTIFIED SPEAKER: If I could just add to
23 that, but even if the second two motions fail, the
24 parties can still do whatever it is they want to do and
25 at the Board meeting state what it is they've come up

1 with. So none of the these motions precludes you
2 individuals from doing what it is you want to do in the
3 interim, so --

4 MR. BERCH: Mr. Chair, I agree. And I just --
5 I guess I'm trying to think of also how we make the most
6 thoughtful recommendation to the Board and not put them
7 in a really weird position if we don't need to. So if
8 we have the opportunity to be aligned, I think that
9 that's powerful, and it's -- I think it's helpful.

10 CHAIR BURTON: Yes, Jeff?

11 JEFF: I've got a question. If there is a
12 settlement by next Wednesday, what elements of this
13 Assessment Package are affected, and what's the material
14 change?

15 UNIDENTIFIED SPEAKER: So I'll take that. It's
16 not going satisfy your question probably, but, you know,
17 the -- the proposal is made to the entire appropriative
18 pool in closed session, so it's privileged at this
19 point, and I don't think it would be fair for me to even
20 tiptoe around that because -- but it depends. It
21 depends because there's negotiations, so it really
22 depends on what the parties can agree to with respect to
23 an Assessment Package. I would just offer that --
24 because I said this in open session at the workshop --
25 what we tried to do was -- we feel like we're repeating

1 the same thing that happened over four or five years.
2 We're concerned about that. And so we tried to put
3 forth a proposal -- excuse this expression -- but had
4 something in it for everyone and gave relief in areas,
5 et cetera, et cetera. But it's no good if it's not
6 acceptable to essentially all the appropriative pool
7 parties. That would be my take on it.

8 JEFF: Okay. That's a non-answer, but, you
9 know, the --

10 UNIDENTIFIED SPEAKER: I warned you. I warned
11 that's what it was going to be.

12 JEFF: You know, the ag pool discussed this for
13 a long time, and, you know, there are a lot of elements
14 within the Assessment Package that affect us, but we
15 believe that, you know, based upon what Staff had
16 presented that the Assessment Package is as accurate and
17 responsive to the Court of Appeal as we can see, you
18 know, as layman as possible. And, you know, mindful
19 that we've got a Court telling us that by the end of the
20 month we need to present to them something, I would be
21 very hesitant to go back to the Court and say, can we
22 extend beyond what you told us. You know, I think that
23 would show to our judge that we're ineffective in coming
24 to decisions and that, you know, his reliance on our
25 Board is subject to question. So I think, you know, as

1 an Advisory Committee member representing the
2 Agricultural Pool, I think we need to fulfill the
3 request of the judge to bring something back to them --
4 back to him, and I do believe that in the course of this
5 time frame that if the parties do negotiate a settlement
6 that that can be incorporated at the time we move to the
7 judge. But today I believe that we need to recommend as
8 the first motion to move this forward to the Board.

9 CHAIR BURTON: Okay. Thank you. Jeff enhanced
10 on the second on the first motion. All right.

11 JEFF: Yeah.

12 CHAIR BURTON: Eduardo?

13 MR. EDUARDO: Yes, Mr. Chair. I'd like to
14 second that thought. You stole my thunder. I wanted,
15 you know, express to the group that we're putting the
16 Board in a difficult position. If they don't have
17 something to bring to Judge Ochoa as he ordered the
18 Watermaster Board to get done by the end of this month,
19 we can work on settlement concurrently. As a matter of
20 fact, it doesn't have to be done before the Board. If
21 we do, that would be great so that you you're informed
22 on what the settlement is, and if not, we can take a
23 settlement up until the Court date and show the judge
24 that, hey, we have a settlement, and if it affects the
25 Assessment Package, we'll show that at that point. And

1 if it doesn't and it's something else, we'll share that
2 at that point, too, but we have -- we can do these
3 things concurrently, but I don't want to put the Board
4 in that difficult situation of showing up empty-handed
5 to the judge or asking for more time. And to your
6 point, showing that the Board is not doing its job.

7 CHAIR BURTON: Yeah. I think all three
8 approaches have their rational, so thank you.

9 Chris?

10 MR. BERCH: Sorry. Jeff kicked me out of my
11 spot so it's (indiscernible) --

12 Just to -- to Jeff to your response, I -- part
13 of what the motion that I made was to align exactly with
14 what you just said, by allowing at least until next
15 Wednesday it gives us a better opportunity for us as an
16 Advisory Committee to be more aligned on the
17 recommendation to the Board. Next Wednesday we could
18 have the -- if no movement happens, then I think our --
19 we go back to what recommendation Watermaster has and
20 that's the vote on whether we do that or we delay as the
21 other motion said, so I think that -- I don't see any
22 down side by giving a few more days for the litigating
23 parties to be able to negotiate, so -- but I want to get
24 to the same point that you do, so thank you.

25 CHAIR BURTON: Yeah.

1 UNIDENTIFIED SPEAKER: Mr. Chair?

2 CHAIR BURTON: Yes, Courtney?

3 COURTNEY: So one of my concerns is putting
4 forth before the Board an Assessment Package that is not
5 consistent with the COA and the Court orders the DYY
6 program agreements, in which we've been instructed to
7 redo the Assessment Packages with. You know, another to
8 me glaring issue would be Watermaster allowing Fontana
9 Water Company to recover any water from the DYY program
10 account. There's very clear language in the COA that
11 states contrary to respondent's claims, the agreements,
12 including the 2019 letter agreement that governed the
13 DYY program do not apply to entities that do not have a
14 local agency agreement.

15 So I have difficulty reconciling this with what
16 is being done in the current Assessment Packages and
17 would appreciate any clarification.

18 CHAIR BURTON:

19 MR. BERCH: Thank you for your comment. I'm
20 going to turn it over to Brad to kind of fill in the
21 blanks. I think the rational that we discussed earlier
22 is trying to balance, perhaps, comments or perspectives
23 of the Court or the Courts over this -- this is a long
24 trial with a long appeal with many pages and much
25 written, so there's certainly sections that can be --

1 can be referenced that can support different
2 perspectives. And we for -- just for transparency, we
3 consider that position quite a bit and modeled it and
4 tried to understand what that would mean. It goes back
5 to that issue at the operating committee and what the
6 original agreement -- there are sections in that
7 agreement that says what the particular parties to the
8 agreement are responsible for and Watermaster's
9 responsibilities, and it's the operating committee who,
10 in essence, will certify the extractions or the
11 withdrawals. Watermaster then accounts for it as such,
12 and so to have Watermaster then be put in a position to
13 discern what is or isn't appropriate, I believe is in --
14 not in compliance with the agreement itself. And so
15 that's why we continue to support the position that it
16 was not specifically excluded or clarified in the
17 opinion when it could have been, and so therefore, we
18 applied it as we did, so -- that original agreement that
19 calls out the specific responsibilities of the parties
20 is a real -- was an element that we considered heavily
21 and relied on quite extensively to come up with our
22 position.

23 UNIDENTIFIED SPEAKER: I'd also just refer to
24 the injury that the Court of Appeal identified. I don't
25 think the Court of Appeal -- my read -- my

1 interpretation -- the Court of Appeal didn't identify
2 simply taking the water out of the account as an injury
3 to Ontario but the cost shifting on the assessments, and
4 that's what's been addressed in the Assessment Packages
5 that Fontana Water -- because it didn't have a local
6 agency agreement -- pays a Watermaster assessment on all
7 of that water.

8 COURTNEY: Thank you. I appreciate the
9 explanation. I do feel that if the Court of Appeal only
10 wanted Watermaster to address the economic injury they
11 would have explicitly stated that in how we redo the
12 Assessment Packages. They wouldn't have required we
13 redo them consistent with the orders. They would have
14 said, you know, make Ontario whole regarding the
15 economic impact, so -- yeah -- I have a different
16 interpretation of that.

17 UNIDENTIFIED SPEAKER: Understood.

18 CHAIR BURTON: Yeah. I -- is there other --
19 Ron, did you have something or are you just leaning
20 forward?

21 RON: I appreciate all the discussion. You
22 know, I feel like we're kind of getting back into
23 interpretations of Court discussions and all of that,
24 and we have a pretty pragmatic direction from the Court
25 in this regard. I am supportive of the third motion for

1 moving to next Wednesday as I think as far as we would
2 go. The circumstances that we're dealing with on with a
3 behalf of Chino Hills. Chino Hills is disappointed that
4 we're at this point of evening having to do this. We've
5 looked at the numbers. We know that there was
6 production shift and performance within the safe yield
7 numbers, and we think that this is a good faith effort
8 to align revised assessments in that regard, so -- so
9 I'd like to move forward to voting on triad of motions
10 as we've kind of step up through it.

11 CHAIR BURTON: Yeah. Okay. A couple comments
12 I want to make. I didn't want to make them at the
13 start.

14 I think for the non-ag pool they did allude to
15 wanting assurances that the agreements and Court orders
16 are followed. So if non-ag were to vote today we would
17 vote no because we're not sure that that's happening.
18 That's my first point. Another point I have is that,
19 you know, I think the worst outcome -- and that's why I
20 appreciate the different motions -- I think the worst
21 outcome is for an Assessment Package to move forward, be
22 challenged, and have to be changed a year from now. I
23 think that's the worst outcome.

24 So what I would like to do, at least for
25 Ontario and back to what Brad asked earlier on

1 Courtney's questions. We understand the what very well
2 in terms of the Assessment Package. What's being done.
3 Same amount of water is being removed as based on the
4 2019 agreement. Same amount. Exact same amount. Some
5 of it is being assessed now, so that's the change. We
6 understand the what. What we struggle with is the why,
7 and what I would like to do is in response to what Brad
8 suggested -- I would like -- Courtney, I would like
9 Ontario to get -- our most relevant questions, we're
10 still trying to understand the why -- to this
11 committee -- to Watermaster so that hopefully we can
12 have some more dialogue and close the gap on that
13 difference of opinion. And I would invite, you know, of
14 course Cucamonga and Fontana or anybody else to be privy
15 to what we submit because I think it helps. You know,
16 it helps close the gap on the different understandings.

17 So I would just offer that point, and then if
18 there are no other comments or questions, we can proceed
19 with the voting.

20 CHRIS: Can I ask a clarifying on the final
21 motion? Is it -- or maybe a possibility -- is it
22 that -- I don't know if this, maybe, makes things easier
23 or is disingenuous to the process, but could it be we
24 approve the package as is, but defer that recommendation
25 if there is a settlement reached, and we reconvene

1 Wednesday? Something of that nature or -- I guess where
2 I'm going with it is I don't want to come back here on
3 Wednesday and have the same exact discussion if
4 negotiations fail.

5 UNIDENTIFIED SPEAKER: I'm not sure. Chris,
6 help me understand what you are suggesting.

7 CHAIR BURTON: He's making a fourth motion, I
8 think.

9 UNIDENTIFIED SPEAKER: No. No.

10 CHRIS: If that's what I'm doing, then no
11 that's not what I'm --

12 UNIDENTIFIED SPEAKER: Well, I hear it as being
13 a conditional approval of the Assessment Package today
14 pending a final resolution on Wednesday when --

15 CHRIS: Come on now. Jeff got it.

16 CHAIR BURTON: It might be pre-mature.

17 CHRIS: Yeah. And that --

18 CHAIR BURTON: Look around the table and just
19 start counting.

20 CHRIS: That very well could be the case.

21 UNIDENTIFIED SPEAKER: Don't go there.

22 UNIDENTIFIED SPEAKER: Yeah. One of my
23 concerns just thinking out loud -- which is always
24 dangerous, I understand -- is that even if the
25 litigating parties reach agreement early next week,

1 there still has to be a process to go back because
2 there's other parties that are impacted by that, as
3 well, so -- but I think that we always kind of envision
4 that that -- if we can get those three aligned then the
5 rest can be, you know, addressed, but that's going to
6 take a little bit of time. I'm not sure that everything
7 would be done by Wednesday, but I do want to -- part of
8 my thought was is it is good to keep a pressure on the
9 litigating parties to have a time line that works, and
10 we don't put ourselves in a position where we have no
11 recommendation going to the Watermaster Board, so -- and
12 as far as discussion next week, I think if we -- if the
13 three parties aren't on the same page next week, I'd be
14 the first to support approving Watermaster's
15 recommendation.

16 CHRIS: And that's, in essence, where I'm going
17 right there, but I'll withdrawal my comments and leave
18 it at that.

19 CHAIR BURTON: Yeah, because -- no. Thank you,
20 Chris. I get the thinking, but I -- I mean even Justin
21 mentioned that Fontana Water Company has some concerns.
22 They're going to submit something in writing. Ontario
23 is going to do that. I heard Brad say some of this is
24 interpretation even by Watermaster, and so I like to
25 think that there's still an opportunity through good

1 communication and respectful sharing of ideas for any of
2 the parties to have -- including Watermaster, which is a
3 party to this -- to have a different opinion lie the
4 exchange of that information further discussion than we
5 do today. It may not happen, but it's possible.

6 UNIDENTIFIED SPEAKER: You know, I believe that
7 our job today is advice to the Board. The Board is
8 going to make a decision next week. It's not going
9 to -- you know, they're going to have whatever
10 information in front of them. They're looking for us to
11 say, yes, this package is appropriate, legal, and
12 represents the best judgment of Staff. The Board will
13 make a decision because the Court has told the Board
14 through Watermaster legal Staff to make a decision. And
15 I don't think -- you know, we can talk all we want at
16 this level, but I don't think -- other than giving them
17 advice, consent, and a direction that the advisor
18 committee -- which are the pumpers of this basin -- want
19 to go. You know, they're going to look at the
20 legalities. They're going to look at the practical
21 aspects of it and move forward, and I think that we
22 need -- you know, we can't keep kicking the can down the
23 road, and I think that's what we're doing again. If
24 Fontana disagrees they can make a presentation to the
25 Board. If Cucamonga disagrees, if Ontario disagrees --

1 you know, the Board will listen to all of these, and
2 they're going to make a decision, and I doubt that
3 they're going to want to go to the Court and say, sorry,
4 judge, we couldn't make a decision. So I mean that's --
5 that's the practicality of it.

6 CHAIR BURTON: Yeah. And I agree a hundred
7 percent to the extent that the parties who have to first
8 try to come to a term sheet, and if that can't be done,
9 I agree a hundred percent. I am right with you. I do
10 not delay this any further. Unfortunately, I know what
11 that means, and it's not over, so -- but let's move on
12 to the vote unless there's --

13 UNIDENTIFIED SPEAKER: Really quick, us voting
14 no doesn't -- it doesn't take away from -- it doesn't
15 change our willingness to work on this and to find a
16 solution, so -- yeah. That's not the message that we
17 want to send.

18 CHAIR BURTON: Yeah. No. We get that. Yeah.

19 BOB: Yeah. Scott, before you take a vote, you
20 know, I'm feeling like the eternal optimist, and I've
21 heard four parties -- four major parties; Monte Vista
22 and Chino say, we would like a little bit more time.
23 They asked for a little bit more than next Thursday.
24 They had asked for a whole month. I heard Jurupa and
25 Upland get up and say, we would like to go hard at this

1 and have a special meeting next Wednesday. I can count,
2 and I can smell, and I can see exactly what's going --
3 even though I can't see, I can see -- I could see what's
4 going on here. I don't want to send a mixed message to
5 the Court, to my peers, to the Watermaster Board. I
6 don't want to discourage -- I understand -- you know,
7 Scott articulated that there is a settlement offer
8 pending in a closed session in the appropriative pool.
9 I'd like to see how that shakes out, and that eternal
10 optimist in me says, it's crazy, but I have seen it
11 happen here many times where there is a last minute
12 change and Wednesday they could come and we go united on
13 Thursday to Watermaster.

14 I think anything less -- where I am at right
15 now is I'm with Jurupa and Upland in that, you know,
16 bust your ass and see what you can get done by
17 Wednesday. If we go to the vote, I don't think it's
18 going to turn out nice at all. If we go two or three
19 months, Chino and Monte Vista, I don't think it's going
20 to turn out nice. I think this is a last-ditch effort.
21 I ain't going to be involved. Knock yourselves out, but
22 get it done, and that's where I am at. You know,
23 it's -- if we stop talking it's over. If we stop
24 talking it's over, and I think you guys are a lot closer
25 than you are letting on, and I think you are also a lot

1 more over the cliff than you know. So it's -- you got
2 until next Wednesday, and what I would encourage you to
3 do is I would literally -- you vote backwards, so his
4 motion is the first one. If you approve it, the other
5 two just die.

6 CHAIR BURTON: Right.

7 BOB: And so I would encourage you to go --
8 right now I'm leaning towards the Jurupa, Upland motion,
9 and I would encourage the appropriative pool, maybe --
10 the negotiating parties, get your asses out in the
11 parking lot and get this settled. The appropriative
12 pool, I would encourage you to have a morning meeting
13 and the advisory in the afternoon and bring us good
14 will. That's all.

15 CHAIR BURTON: Okay. Thank you, Bob. I
16 think --

17 UNIDENTIFIED SPEAKER: I just real quick --

18 CHAIR BURTON: Real quick, Courtney, Jeff -- I
19 think, Jeff, you had something.

20 JEFF: Yeah. I was just going to say,
21 historically, you know, there's been conflict in this
22 organization. We've gone to the judge at the last
23 minute and admitted that the agricultural pool and the
24 appropriative pool have come to an agreement, and the
25 judge went, great. You know, we've done it, and we went

1 on from there, and that -- and that's -- it can be done
2 at the last minute in front of the judge, but I just --
3 you know, I'm hesitant to not come to a conclusion by
4 the time we have to go to Court.

5 UNIDENTIFIED SPEAKER: Watermaster is still
6 calendared for Thursday, so they got until Wednesday is
7 what Upland and Jurupa told me.

8 JEFF: Right.

9 UNIDENTIFIED SPEAKER: And I'm sorry, I would
10 just -- please, that's -- that's -- miracles happen.

11 JEFF: Yeah. And with that motion, I -- you
12 know, I agree with, Bob, your comments -- with that
13 motion, it's open to this committee what happens next
14 Wednesday.

15 UNIDENTIFIED SPEAKER: You can turn up and we
16 can have a shit show on Thursday.

17 CHAIR BURTON: Okay.

18 UNIDENTIFIED SPEAKER: But at least we tried.

19 CHAIR BURTON: So Courtney, did you have a
20 comment?

21 MS. JONES: Yeah. I just had a clarification,
22 Chris, on your motion. The most recent alternative
23 motion. I thought I heard, Jeff, you say that that
24 would include a vote today on moving the Assessment
25 Packages forward, and I just wanted to clarify whether

1 or not that's included?

2 JEFF: No. It's just to delay the vote
3 until --

4 MS. JONES: Until Wednesday.

5 JEFF: -- next Wednesday.

6 MS. JONES: Okay. Thank you.

7 UNIDENTIFIED SPEAKER: Everybody keep their
8 cards to their chest until Wednesday afternoon.

9 CHAIR BURTON: Yep.

10 All right. I want to go to vote.

11 UNIDENTIFIED SPEAKER: (Indiscernible) --

12 UNIDENTIFIED SPEAKER: Well, I don't know what
13 it is. That's on you.

14 CHAIR BURTON: I'd like to go to the vote, but
15 if somebody is really dying to say something, I'll give
16 you one last chance. Anybody online? No.

17 All right. Anna, can I ask you the third or
18 the second substitute motion, would you be able to read
19 that and who motioned and who second?

20 THE CLERK: Yes. So I've got Mr. Chris Berch
21 making the substitute to the substitute motion to delay
22 action until next Wednesday allowing the Advisory
23 Committee to have a special meeting to further discuss.
24 It was second by Ms. deMoet with the city of Upland.

25 CHAIR BURTON: Okay. Thank you. So we will --

1 we're going to do a volume vote on this one. Is
2 everybody clear on the motion? Okay.

3 THE CLERK: Okay. This is the volume vote for
4 business Item 2 B, the fiscal years 21/22 and 22/23
5 corrected and amended Assessment Packages. The motion,
6 again, by Mr. Chris Berch, seconded by Ms. Nicole
7 deMoet.

8 Let's go with minor one, Santa Ana River Water
9 Company.

10 MR. LOPEZ: Yes.

11 THE CLERK: Please state your name for the
12 record.

13 MR. LOPEZ: Oh, sorry. John Lopez.

14 THE CLERK: Thank you, John. Appreciate it.
15 For minor two, San Antonio Water Company.

16 MR. LEE: Brian Lee. Yes.

17 THE CLERK: City of Chino Hills.

18 MR. CRAIG: Ron Craig. Yes.

19 THE CLERK: City of Chino.

20 MR. OROSCO: Ben Orosco. Yes.

21 THE CLERK: Cucamonga Valley Water District.

22 MR. EDUARDO: Eduardo Espinoza. Yes.

23 THE CLERK: Fontana Union Water Company.
24 Fontana Water Company.

25 MR. CASTRUITA: Justin Castruita. No.

1 THE CLERK: Jurupa Community Services District.
2 Monte Vista Water District.
3 MS. REIMER: Stephanie Reimer. Yes.
4 THE CLERK: City of Ontario.
5 MS. JONES: Courtney Jones. Yes.
6 THE CLERK: City of Pomona.
7 MR. DIGGS: Diggs. Yes.
8 THE CLERK: City of Upland.
9 MS. DEMOET: Nicole deMoet. Yes.
10 THE CLERK: Okay. And for the agricultural
11 pool, Mr. Pierson.
12 MR. PIERSON: Yes.
13 THE CLERK: From the non-ag pool, Mr. Geye.
14 CHAIR BURTON: (Indiscernible) --
15 THE CLERK: Oh, I'm so sorry.
16 CHAIR BURTON: Yeah. That's okay. Scott
17 Burton. Yes.
18 THE CLERK: Longstanding habit. My apologies.
19 Thank you.
20 CHAIR BURTON: We could trade places, Brian,
21 any time.
22 THE CLERK: The motion passes with 98.11
23 percent in favor.
24 (End the 56:35.)
25

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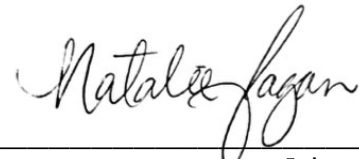
REPORTER'S CERTIFICATE

I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing electronically-recorded proceedings were transcribed by me to the best of my ability.

I further certify I am neither financially interested in the action nor a relative or employee of any attorney or party to this action.

IN WITNESS WHEREOF, I hereunto subscribe my name this 15TH day of April, 2026.



Natalie Fagan
CSR NO. 13993

EXHIBIT 3

CITY OF

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CITY TREASURER

March 20, 2026

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERSSCOTT OCHOA
CITY MANAGERChino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Email: tcorbin@cbwm.org**RE: Business Item II.B. – FY 2021/22 and 2022/23 Corrected and Amended Assessment Packages**

Dear Todd,

We appreciate the opportunity to provide written follow-up on the City of Ontario's (City, Ontario) questions and comments on Advisory Committee Item II.B., the FY 2021/22 and FY 2022/23 Corrected and Amended Assessment Packages. As discussed during the recent Advisory Committee meeting, the City raised several items seeking clarification and further review. At the request of Watermaster staff and for the Advisory Committee's reference, we have organized our notes in this letter to support continuing discussions and facilitate a clear, mutual understanding of the assessment package revisions.

One of the fundamental inconsistencies between the proposed corrected and amended assessment packages and the Court of Appeal Opinion (COA), as well as the original DYY Program Agreements, the Judgment, and prior court orders, is the removal of water from the DYY Program account by Fontana Water Company (FWC). FWC does not have a Local Agency Agreement and is therefore considered a nonparty to the DYY Program Agreements.

The COA clearly states:

- "Contrary to respondents' claims, the agreements (including the 2019 Letter Agreement) that govern the DYY Program do not apply to entities that do not have a Local Agency Agreement." (p. 33)
- "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." (p. 32)

Furthermore, Watermaster previously argued before the court that FWC should be permitted to remove water from the DYY Program account; however, the court denied that position. As stated in the COA:

- "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... 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 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." (p. 31)

Please provide clarification, along with specific reference language from the original DYY Program Agreements, the Judgment, and prior court orders that support Watermaster's decision to allow FWC to remove water from the DYY Program account.

The court also found fault with Watermaster's authorization of 23,000 AF and 22,912.8 AF water removal for FY 2021/22 and FY 2022/23. The corrected and amended assessment packages do not change these amounts. CVWD continues to extract water beyond its permitted performance criteria, and FWC is allowed extraction without a Local Agency Agreement.

The COA states:

- "Watermaster's interpretation and application of the 2019 Letter Agreement violated the Judgment and the agreements that created the DYY Program. We agree." (p. 28)
- "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." (p. 15)
- "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..." (p. 26)
- "...Watermaster ignored the absence of a Local Agency Agreement (FWC) and the performance criteria set forth in Exhibit G (CVWD) and exempted these takes." (p. 28)

Watermaster continues to allow CVWD to remove water from the DYY account in excess of its agreed-upon performance criteria. Please clarify and provide reference language from the original DYY Program Agreements, the Judgment, and prior court orders supporting Watermaster's decision to permit CVWD to exceed its established performance limits.

Additionally, Watermaster has indicated that its approach in the revised assessment packages is to address the financial harm identified by the COA. However, the COA expressly directed 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." (p. 39). Although Watermaster has not satisfactorily addressed the financial harm, nothing in the COA limits their directive solely to the calculation of economic harm. Rather, the directive requires amending the entire FY 2021/2022 and

2022/2023 Assessment Packages in a manner fully consistent with the original governing agreements, the Judgment, and prior court orders.

These examples represent some of the most significant inconsistencies between Watermaster's interpretation of the COA and the proposed assessment packages; however, they do not cover all of the City's concerns regarding the FY 2021/22 and FY 2022/23 assessment. The City intends to provide a more comprehensive submittal to the Board in advance of its consideration of this matter, and also specifically reserves all of its rights and claims.

The City of Ontario remains committed to working collaboratively with Watermaster, its staff, and the Advisory Committee to ensure that the FY 2021/22 and FY 2022/23 assessment packages are revised in a manner that is fully consistent with the COA, DYY Program Agreements, the Judgment, and prior court orders. To support a productive discussion, Ontario respectfully requests that Watermaster provide a written response in advance of the Advisory Committee meeting explaining how it believes the draft assessment packages comply with these provisions of the COA. Ontario appreciates Watermaster's consideration of the issues raised herein and looks forward to continued efforts to resolve these matters.

Sincerely,



Courtney Jones, P.E.
Assistant General Manager, City of Ontario

EXHIBIT 4



CHINO BASIN WATERMASTER

March 24, 2026

Ms. Courtney Jones, Assistant General Manager
City of Ontario
1425 South Bon View Avenue
Ontario, CA 91761

Dear Ms. Jones,

Thank you for your letter regarding Advisory Committee Business Item II.B. – FY 2021/22 and 2022/23 Corrected and Amended Assessment Packages, which you state organizes your notes to support continuing discussions and to facilitate a clear, mutual understanding of the assessment package corrections.¹ We will ensure that the Watermaster Board will have the opportunity to consider these comments in its deliberations on the Corrected and Amended Assessment Packages at its regularly scheduled Board meeting on March 26, 2026, along with this response and any other comments timely received (and responses to those comments).

Your letter describes what are characterized as inconsistencies between the proposed corrected and amended Assessment Packages and the Court of Appeal's opinion in 4th District Court of Appeal Case Nos. E080457 and E082127. Your letter asks that Watermaster provide clarification that support Watermaster's decision, in the draft Assessment Packages, to allow water to be removed from the DYY Program account. We previously provided a summary staff report to the Board for its consideration.

While the Board will reach its conclusion after considering all comments and responses, respectfully, Staff is of the opinion your characterization of the draft corrected and amended Assessment Packages is incorrect. The Assessment Packages do not include any determination as to the removal of water from the DYY Program Account. Instead, the proposed Assessment Packages document and account for the determinations made by the Operating Committee regarding the removal of water from the DYY Program Account. Thus, Watermaster made no determination as to the extraction of water from the DYY Program Account including removal of water in excess of the obligation amount specified in the Local Agency Agreement.

The gravamen of Ontario's challenges (and the subsequent ruling by the Court of Appeal) to the previously approved Assessment Packages was the financial impact on Ontario of Watermaster's

¹ Your letter, which is dated March 20, 2026, was transmitted to Watermaster via email on March 23, 2026.

failure to assess the water withdrawn from the DYY Program Account. We note that Ontario initially framed the contested issues for the trial court by its own pleadings. First, in its May 27, 2022 Reply arising under its initial challenge to the 2021-2022 Assessment Package Ontario wrote:

“Ontario respectfully requests that the Court grant its Challenge and issue an order: (1) invalidating the 2019 Letter Agreement; (2) directing Watermaster to comply with the Watermaster Approval Process; (3) directing Watermaster to implement the DYY Program in a manner consistent with the Judgment and Court Orders; and (4) correcting and amending the 2021/2022 Assessment Package to assess water produced from the DYY Program.

And then in its February 14, 2023 motion, Ontario wrote as follows:

“For the foregoing reasons, Ontario respectfully requests that the Court grant its challenge and issue an order: (1) directing Watermaster to implement the DYY Program in a manner consistent with the Judgment and subsequent agreements and court orders, including Exhibit G; (2) directing Watermaster to comply with the Watermaster Approval Process; (3) correcting and amending the FY 22/23 Assessment Package to assess water produced from the DYY Program; and (4) invalidating the 2019 Letter Agreement.”

The Court of Appeal found that Watermaster did not follow the formal amendment process and further that it did not consider the economic impact on Ontario (and presumptively other affected parties) by allowing Cucamonga Valley Water District (“CVWD”) to extract imported water from the Dry Year Yield account without complying with Exhibit G as noted in Ontario’s prayer before the trial court. The Court of Appeal also found that Watermaster erred by not assessing Fontana Water Company (“FWC”) for its removal of water from the DYY account because it did not possess a Local Agency Agreement.

For this reason, the Assessment Packages resulted in a substantial adverse impact – the financial effects of cost-shifting Watermaster administrative and OBMP assessments – to Ontario (and others). The proposed corrected and amended Assessment Packages now address this injury by assessing the entirety of the water taken by FWC from the DYY Program Account in each year, and the water taken by CVWD from the DYY Program Account in excess of the performance criteria in Exhibit “G”, as amended by the 2015 Amendment.

In reviewing the proposed corrected and amended Assessment Packages, it is instructive to recall that the Court of Appeal expressly preserved the future viability of the 2019 Letter Agreement. As for the relief afforded to Ontario, Watermaster was to address the financial injury to Ontario based on the cost-shifting associated with not assessing the FWC withdrawals from the DYY Program Account or the quantity of water CVWD withdrew from the DYY Program Account in excess of the performance criteria in Exhibit G; consistent with the Ontario prayer in its 2023 pleading. These were the two sources of injury that the Court of Appeal analyzed in its opinion. The Watermaster

Board's action to adopt an Assessment Package does not certify the amount of water withdrawn from the DYY Program Account as this is done, and was done, by the Operating Committee. It is on this basis that the proposed corrected and amended Assessment Packages provide for assessment of water withdrawn from the DYY Program Account. We find it difficult to reconcile Ontario's position now with the requests it made to the trial court and the Court of Appeal Opinion.

Moreover, in point of fact, imported water was withdrawn from the DYY Program Account through wells owned and operated by CVWD and FWC. The water was beneficially used and transacted upon by third parties. The proposed revisions to the Assessment Packages do not deny the existence of actual physical actions that may not be undone by Watermaster's correction of its initial failure to properly assess the removal of water from the DYY Program. In the corrected assessment packages, staff is recommending that the Watermaster Board address the economic harm to Ontario by assessing the withdrawals that occurred in a manner contrary to Exhibit G performance criteria, or without a Local Agency Agreement, as specifically ordered by the Court of Appeal opinion.

Sincerely,



Todd M. Corbin
General Manager

Cc: Watermaster Board
Watermaster Advisory Committee

EXHIBIT 5



PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

March 25, 2026

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Email: RFavelaQuintero@cbwm.org

RE: Fiscal Year 2021/22 and 2022/23 Assessment Package Revisions Workshop

Dear Members of the Watermaster Board,

The City of Ontario (“Ontario”) appreciated the opportunity to discuss the proposed amended assessment packages during the March 10, 2026, Assessment Package Workshop. This letter incorporates Ontario’s prior written and oral comments submitted to Watermaster, the Advisory Committee, and Pool Committees, and summarizes Ontario’s core concerns regarding the proposed amendments put forth by Chino Basin Watermaster (Watermaster).¹ Ontario objects to the amended Fiscal Year 2021/2022 and 2022/2023 assessment packages (collectively “Proposed Amended Assessment Packages”) because they are fundamentally and irreconcilably at odds with the Court of Appeal’s Opinion (“COA Opinion”).

The Court of Appeal’s (COA’s) Opinion provided guidance on the issues following several years of dispute. Accordingly, any proposed revisions should be demonstrably supported by the governing agreements, court orders, and the COA Opinion. Without that support, there is a meaningful risk that the resulting interpretations will lead to serial challenges. As the prevailing party, Ontario recommends the Watermaster Board request that Watermaster staff and legal counsel provide clear citations from the COA Opinion and/or the “original DYY Program agreements, the Judgment, and prior court orders” (COA Opinion, p. 39) to support each amendment in the Proposed Amended Assessment Packages, in particular to address the following:

¹ Chino Basin Watermaster, *RE: Business Item II.B. – FY 2021/22 and 2022/23 Corrected and Amended Assessment Packages*, March 20, 2026. Chino Basin Watermaster, *Appropriative Pool, Non-Agricultural Pool, and Agricultural Pool Committee Meeting Package*, March 12, 2026, available at: https://www.cbwm.org/pages/meetings/pool_committees/. Chino Basin Watermaster, *Advisory Committee Meeting Package*, March 19, 2026, available at: https://www.cbwm.org/pages/meetings/advisory_committee/.

1. The revisions introduce new accounting concepts and terminology, including references to “transferred” water and “adjustment” categories, that still permit voluntary withdrawals or production outside the original DYY framework. Watermaster has provided no legal authority or source to support the creation and use of new terms and new accounting concepts, and doing so fundamentally conflicts with the COA Opinion and directive to amend the assessment packages consistent with the “*original DYY Agreements, Court Orders, and Judgment.*” (COA Opinion, p. 39) (emphasis added.) It also is unclear whether and to what extent Watermaster intends to apply these new terms, categories, and methodologies in future assessment packages.

2. Watermaster also has failed to identify the specific authority in the governing DYY agreements or Court Orders to support Watermaster’s allowance of the following:

- a. Production from the DYY storage account during a “Non-Call” year
- b. Production by Cucamonga Valley Water District (CVWD) above its allowed share notwithstanding the clear limits established in the governing agreements, including both the Exhibit G performance criteria and its Local Agency Agreement (LAA).
- c. Participation from Fontana Water Company (FWC) without a LAA.

Specific to the fact that FWC is ineligible to participate in, or receive benefits from, the DYY Program, the COA was clear that, “...water can no more be recovered (produced or withdrawn) without a Local Agency Agreement than it can be stored without such agreements. Nor can the Exhibit G performance criteria be suspended.” (Opinion, p. 34).

Similarly, the COA agreed with Ontario that the 2019 Letter Agreement, “‘def(ies) 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 [1] FWC (a nonparty) to voluntarily produce water from the program storage account without a Local Agency Agreement, by [2] letting CVWD to voluntarily produce double its allocated shares of stored water regardless of its performance criteria, and by [3] permitting these voluntary extractions without any corresponding reductions in imported water.” (Opinion, p. 30). Given the COA’s definitive ruling on these issues, there is no basis to give FWC credit for DYY production without an LAA or to permit CVWD to exceed its allocation regardless of performance criteria.

3. The proposed amended assessment package categorizes water within the DYY Storage account as two types of groundwater that are either partially assessed or not assessed at all. The water is not being recovered consistently with the approved original DYY agreements, Court orders, and Judgment. Pursuant to the original DYY agreements, Court orders, and Judgment, as well as the COA Opinion, the DYY Program water should be counted as normal production, subject to a production assessment and a Desalter Replenishment Obligation (DRO) assessment, consistent with historical practice.

Watermaster has yet to explain (or cite to supporting provisions from the original DYY governing documents or the COA Opinion) why so-called “*transferred*” water is exempt from DRO. Additionally,

Watermaster has used the terms “*withdrawn*”, “*transferred*”, “*extracted*”, and “*produced*” seemingly interchangeably, without a clear distinction between the terms, and on an inconsistent basis. In so doing, Watermaster appears to have predetermined the conclusion of a few of the four issues the COA ordered the parties to work together to resolve. (COA Opinion, p. 39). Specifically, Watermaster has unilaterally made decisions about “(2) whether stored and supplemental water are simply two types of groundwater, (3) whether all stored and supplemental water in the Basin is categorically exempt from assessments...” and then applied those determinations to the Proposed Amended Assessment Packages. Watermaster has provided no specific authority to make these determinations, nor justification for circumventing the COA’s directive for the parties to work together to resolve the four forward-looking issues reserved by the COA.²

4. CVWD’s FY 2019/20 voluntary withdrawals create an artificially high imported water baseline for FY 2022/23, without accounting for the COA’s identified errors. As a result, Watermaster allows increased imported water roll-off and corresponding groundwater production beyond what was contemplated in the original framework, with compounding impacts over time. This leads to two questions and concerns, each of which continue to go unanswered by Watermaster: (1) Why is Watermaster allowing an inflated baseline from a voluntary withdrawal that does not reflect the COA’s identified errors? (2) Why is Watermaster not correcting this initial year to ensure consistency with the original governing agreements, orders, and Watermaster Rules and Regulations?

5. The 2004 Storage and Recovery Agreement, Section III.A.2., states: “Any modification of facilities that is materially different from those contemplated by the Local Agency Agreements will require the filing of a new application in accordance with the provisions of Article X, Section 10.7 of the Rules and Regulations.” Allowing water to be produced, “*withdrawn*”, or “*transferred*” from the DYY storage account would trigger a reevaluation of the Original 2004 Storage and Recovery Agreement. The required reevaluation of the Storage and Recovery Agreement is not contemplated in the Proposed Amended Assessment Packages. Further, it is not clear that the Operating Committee has reviewed and approved the implementation of these revisions consistent with its annual operating plan and certification. No rationale for these substantive and procedural omissions has been provided by Watermaster.

6. Watermaster provided a response to comments in Attachment 8 of the assessment package and states, “Watermaster has now considered the consequences of concluding that the stored water was not extracted under Paragraph 28 in this correct and amend process, and finds the actual harm to the parties is substantially likely to do less harm than would otherwise occur if the extraction of stored water was deemed not to have occurred...”³ Of concern is Watermaster's adoption of a less-harm standard, setting a precedent for reinterpretation of program rules in favor of the non-prevailing parties. Such reinterpretation and reimagining of the rules governing the DYY Program is inconsistent with the COA ruling. Similarly, this bias in favor of the *non-prevailing* parties (CVWD and FWC), as evidenced by the

² The COA specifically held that resolution of these issues was not necessary to its decision in favor of Ontario. [COA Opinion, p. 25]

³ Chino Basin Watermaster, *Advisory Committee Meeting Package*, March 19, 2026, Fiscal Years 2021/22 and 2022/23 Corrected and Amended Assessment Packages (Business Item II.B.), Staff Report Attachment 8 Comments and Responses (p. 318).

proposal to apply an erroneous +10% performance criteria, is inconsistent with the original agreements and program orders and shifts more water in favor of the non-prevailing parties. No authority has been cited by Watermaster to justify this proposal.

For these reasons, and others, Ontario objects to the proposed amended assessment packages as currently presented and reserves all rights to contest or challenge them if approved. Watermaster's current approach sidesteps the COA Opinion, rather than fully implementing the COA's and Judge Ochoa's clear directive to "correct and amend the FY 2021/2022 and FY 2022/2023 Assessment Packages consistent with the original DYY Program agreements, the Judgment, and prior court orders.) (COA Opinion, p. 39; Trial Court Order, p. 2.) Furthermore, Watermaster's Proposed Amended Assessment Packages limits the financial reparations owed to the parties to the Judgment in order to minimize any impacts to CVWD and FWC. To be clear, if Watermaster persists in attempting to subvert the COA's decision, Ontario reserves all rights to rely on evidence and legal argument presented to the superior court and the COA during the full pendency of this dispute in any subsequent challenge to Watermaster's action.

Ontario reiterates its recommendation that the Watermaster Board delay its vote on the Proposed Amended Assessment Packages and instead seek clear explanations from Watermaster staff and legal counsel regarding the basis for the amendments contained within the Proposed Amended Assessment Packages so that the Watermaster Board can make an informed decision about whether they comply with the COA Opinion. Alternatively, Ontario requests that the Watermaster Board reject the Proposed Amended Assessment Packages submitted to the Watermaster Board and direct Watermaster staff and counsel to propose alternative amendments that more closely align with the COA Opinion.

Sincerely,



Scott Burton, P.E.
Utilities General Manager

- cc: Courtney Jones, Assistant General Manager – Ontario Municipal Utilities Company
Chad Nishida, Water Resources Manager – Ontario Municipal Utilities Company
Todd Corbin, General Manager – Chino Basin Watermaster
Chris Diggs, Appropriative Pool Chair – City of Pomona
Brian Geye, Non-Agricultural Pool Chair – California Speedway Company
Bob Feenstra, Agricultural Pool Chair – Ag Concepts

EXHIBIT 6

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AUDIO TRANSCRIPTION

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

Case Number: RCVRS 51010

Watermaster Board Meeting

Audio Labeled: 20260326 Watermaster Board Meeting

Length: 10:22 to 1:31:15

March 26, 2026

Transcribed by:
Natalie Fagan, CSR 13993

1 CHAIR ZVIRBULIS: Moving on to business Item
2 2B. Before we start this item I would just ask if there
3 are any public comments. I would, you know, just like
4 to point out that we have received the letters, so if
5 there are any public comments related to this item that
6 I would suggest they be limited to topics that might be
7 outside of the scope of those letters.

8 So are there any comments from this public on
9 this item before the Board begins its deliberation?

10 UNIDENTIFIED SPEAKER: Good morning, Mr. Chair.
11 Members of the Board, thank you. I appreciate the
12 opportunity to speak to you this morning. I have had
13 the chance -- as Mr. Feenstra said to reach out to a lot
14 of you and just to try to inform on Ontario's
15 perspective, so I'll do that today. Ontario's attorney
16 Elizabeth Evans is on the phone, so she will also like
17 to make some comments when it comes up.

18 You know, people ask me what is this whole DYY
19 dispute about. It has been going on for four years, and
20 a lot of people, you know, are really starting to get up
21 to speed on it. But, yes, it involves cost shifting.
22 Yes, it incalls -- entails the treatment of supplemental
23 water. But really what it's about for the City of
24 Ontario is a need for Watermaster to follow the Court's
25 orders, and it did not do it in this case. And we spent

1 three, four years now dealing with this issue. We got
2 to a Court of Appeals against all odds, and low and
3 behold the Court of Appeal said, you know what, Ontario,
4 you're right, and Ontario is the prevailing party.

5 Where we stand today is following the Court's
6 direction, which is to correct and amend the Assessment
7 Packages subject to the original agreements, judgment,
8 and Court orders. And I can tell you in Ontario's
9 opinion -- there are different perspectives -- but in
10 our opinion, Watermaster, staff, and legal are bringing
11 forward Assessment Packages that still do not comply
12 with the Court orders. So I'm not going to go into all
13 the details on it. Elizabeth will speak to it a little
14 bit more, but, you know, we -- when this item came up,
15 we brought this to Watermaster long before filing
16 litigation. Long before. Tried to resolve it. Worked
17 with the former general manager, current counsel to
18 Board extensively. Worked with the parties. Ultimately
19 Watermaster firmed up its position, made recommendations
20 to the Board, and this Board approved two years worth of
21 Assessment Packages that the Court of Appeals found did
22 not follow the Court's orders. And so I think it's
23 important to remember that that here we are again, and
24 when does this end?

25 In our view, the Court of Appeals ruling gives

1 plenty of information. Plenty of guardrails to
2 implement this ruling. To implement their correction
3 amended Assessment Packages. The problem is that
4 Watermaster is outside of those guardrails. There's a
5 lot of plain language in the Court of Appeal's opinion
6 that gives that direction. Just not being followed. I
7 want to talk about a few examples. Early on we raised
8 the concern of cost shifting. Watermaster said, there
9 is no cost shifting. Court of Appeals said, yeah, there
10 is a lot of cost shifting. Impacted a lot of different
11 parties. Another example, the 2019 agreement was
12 implemented in a way that allowed voluntary withdrawals.
13 We said that's not right. That's not consistent with
14 the Court of Appeals -- or excuse me. Consistent with
15 the original agreements. Court of Appeals said,
16 actually, Watermaster did error in how they applied that
17 2019 agreement.

18 We said a party with the local agency agreement
19 cannot recover water. A party cannot recover water more
20 than their performance criteria, and the Court of
21 Appeals said, you are right, Ontario. In this
22 Assessment Package Watermaster is not complying with
23 that, and so to approve that is really not to -- to
24 approve something, at least in our view, does not comply
25 with the Court of Appeal's order. There's other

1 examples. When you look at it there were about
2 45,000-acre feet of water that was removed from the
3 storage account of the DYY account in two years.
4 End-year Assessment Package today, guess how much water
5 is being removed or recovered from that account?
6 45,000-acre feet, roughly. The same amount. That is
7 the voluntary take that the Court of Appeals said you
8 can't do. It's the same amount.

9 In the letters that came around this week
10 Watermaster said, no, Ontario, you're wrong. That's not
11 us doing that. That's the operating committee. They
12 decide whether or not the water comes out of the account
13 and just to take a second there, the original agreements
14 that governed this a 2004 storage and recovery agreement
15 for this program. It's ordered by the Court, and your
16 job as the Board is to implement that program consistent
17 with the Court's orders, and that's not what happened at
18 all. And so here we are back again with this. The
19 Watermaster, you the Board, and the Court -- you cannot
20 shift that responsibility to the operating committee.
21 That's like the blame game or something. And the
22 operating committee hasn't weighed in on this for four
23 years, so they have not even weighed in on this
24 Assessment Package nor should they. This is about
25 Watermaster administering the Court's orders. That

1 cannot be handed off. Watermaster controls storage, not
2 the operating committee.

3 So the last one I'll say is that in the Court
4 of Appeal's oral argument, one of the final things --
5 one of the Justices says was, Watermaster, you turned
6 this dry year yield program into a wet year program.
7 You allowed water to be removed from that account during
8 a wet year. It wasn't a call year, so moving on. But
9 you get the point. Those are at least three examples.

10 So where we stand now is what happened after
11 the Court of Appeal's ruling? We had mediation.
12 Absolutely. We had workshops on Decision Trees. Two of
13 them. And getting very pointed at what's the basis of
14 the revised Assessment Package, and those Decision Trees
15 were never completed. Why is that? Maybe one thing we
16 should do is complete that effort so we can actually see
17 if we're tying this Assessment Package back to the Court
18 of Appeal's ruling. So we think that -- we think that
19 one of the underlying issues is not that the Court of
20 Appeal's ruling is not clear. It's really that
21 Watermaster does not want to put this water back. Does
22 not want to account for this water as normal production.
23 When you account for it as normal production, it
24 addresses the cost shifting, so very little of the cost
25 shifting has been addressed in this Assessment Package.

1 So I think, in closing, I really think that
2 this is a mistake to approve this. Of course this is
3 just Ontario's opinion. But where does it lead us? It
4 leads us to more litigation. We will challenge this,
5 and most likely we will prevail. We prevailed last time
6 when I was in front of you four years ago when we didn't
7 have a Court of Appeal's ruling that gave all this
8 direction, and now we have that. And so why do that?
9 Why not get it right this time? And then, let's say, we
10 do that. Let's say we prevail. If that happens, then
11 will this Board enforce the Court's orders? Why not do
12 it now? If it happens again will there be
13 accountability for this direction?

14 So I think really -- in summing up my comments,
15 we don't agree with this Assessment Package. I've tried
16 my best to inform any board members that would listen,
17 and there's tons of letters. I'm just trying to kind of
18 highlight the issue here. This is really in this
19 Board's hands on behalf of the Court. Thank you.

20 CHAIR ZVIRBULIS: Thank you. Are there any
21 other comments? And I would just say before there are
22 other comments that we have the mountains of letters.
23 We don't need all the points that are included in those
24 letters covered for us again right now. We're
25 well-informed and well-aware, so if there's any

1 supplemental comment to advise the Board, perhaps, in
2 their decision, then please.

3 UNIDENTIFIED SPEAKER: (Indiscernible) --

4 CHAIR ZVIRBULIS: I'm sorry. Who are -- go
5 ahead.

6 MR. ESPINOZA: I'd like to speak, but it looks
7 like Ms. Evans also (indiscernible) -- I'll defer to her
8 (indiscernible) --

9 CHAIR ZVIRBULIS: No. No. I would take for
10 you. You're present in the room, so please --

11 MR. ESPINOZA: All right. Good morning,
12 Mr. Chair and members of the Watermaster. My name is
13 Eduardo Espinoza. I'm with Cucamonga Valley Water
14 District. This morning CWD sent out a letter -- I
15 apologize for the last minute -- but, you know,
16 unfortunately that's where we are. Everybody's trying
17 to have their final say on this topic, and of course
18 I'll try to be brief and also avoid some of the things
19 that have already been sent in the letter.

20 I do want to make a point that CB WD, as well
21 as Fontana Water Company, you know, participated in the
22 voluntary takes of the DYY program based on the approval
23 and behest of other parties, so we're not signatories to
24 the DYY letter agreement, nor any of the agreements for
25 the DYY program. Of course the other parties are IEUA,

1 Three Valleys, Watermaster. But most importantly, the
2 owner of the water Metropolitan Water District who also
3 incentivized every single party in the DYY program to
4 participate during compulsory and mandatory calls or
5 including the voluntary takes, which was available to
6 all the parties here. They've contributed to capital
7 infrastructure on the tune of 30 million dollars for all
8 the parties to be able to participate and own of
9 credits.

10 I also want to reemphasize that the water that
11 was produced is imported water at the Tier I rate, plus
12 the readiness to serve charge, which a lot of the --
13 every imported water agency here should understand what
14 that is and its significant cost. Further emphasizing
15 that this is imported water. I'd like to make a comment
16 on, you know, the Court of Appeal and this is something
17 that -- a position that we've mentioned before. If they
18 knew how to resolve it, they would have told us exactly
19 what to do. Instead they asked parties to figure it
20 out, and of course, Judge Ochoa ordered us to figure it
21 out by the end of this month.

22 So that said, the Assessment Package before you
23 we see is responsive to the Court of Appeal order. It's
24 also responsive to the DYY agreements. They asked that
25 it be consistent with that, including all amendments and

1 most notably the 2015 DYY amendment number eight. And
2 of course it's also responsive to Judge Ochoa's order to
3 adopt and amend an Assessment Package by the end of this
4 month. The package has now gone through the Watermaster
5 process. This is something that Ontario has insisted
6 all along that the letter agreement should have gone
7 through the process and other things that -- they have
8 always insisted go through the process. We've
9 deliberated at the pool committees. We've deliberated
10 at Advisory Committee twice now; last week and
11 yesterday, and so it's essential for this issue to be
12 resolved consistent with the process and with the Court
13 of Appeals and Judge Ochoa's most recent orders.

14 We spent enough time trying to settle this
15 issue including a mediation, and of course recently
16 Judge Ochoa expressed concern that Ontario terminated
17 and failed orders before completing mediation. And
18 so -- in summary, I would like to express CVWD's
19 position is that we comply with the judge -- with Judge
20 Ochoa's orders, and we encourage the Board to accept the
21 revised Assessment Package today. And I'll add one last
22 thing that nothing stops us from continuing discussions
23 to try to settle issues. Of course we've done this
24 before. It can be done in parallel, but we insist that
25 we comply with the judge's orders. And we've done this

1 before where we've gone to the judge with a settlement.
2 I don't think time is necessary, but we're happy to keep
3 discussions going.

4 And so I thank you for allowing me to provide
5 comments, and I look forward to your decision. Thank
6 you.

7 CHAIR ZVIRBULIS: Thank you, Eduardo.

8 Are there any other comments from anybody here
9 in the room? If not, I'll go to those waiting online.
10 I can't read who that is.

11 Elizabeth Evans.

12 MS. EVANS: Thank you, Chair. I appreciate.
13 And I will try to keep my comments brief.

14 I do want to piggyback on something that you've
15 heard in the past two commenters, including by Mr.
16 Burton. Fundamentally, this case continues to be about
17 ensuring that Watermaster follows the Court orders,
18 including the Court of Appeal's opinion. And today
19 Ontario is asking this Watermaster Board to reject the
20 proposed Assessment Package because it fails to comply
21 with the plain and unambiguous language in the Court of
22 Appeal opinion. Indeed, the Court of Appeal provided
23 very clear direction to this Board. It specifically
24 ordered this Board to correct and amend the fiscal year
25 21/22 and 22/23 Assessment Packages consistent with the

1 original DYY program agreements, the judgment, and the
2 prior Court orders.

3 There in the prior meetings had been some
4 questions about what constitutes an original DYY
5 agreement or order, and the Court of Appeal laid it out
6 for this Board. To avoid any confusion, the Court of
7 Appeal actually detailed what those original agreements
8 and Court orders are in a separate section of the Court
9 of Appeal ruling. It's in section F. It begins on page
10 eight, and if that wasn't clear enough in its analysis,
11 the Court of Appeal went on to explain exactly the
12 agreements and orders that should be applied to the
13 amended Assessment Packages. The Court said that the
14 DYY program is governed by three sets of agreements, two
15 of which were approved by the Superior Court; the
16 Funding Agreement, the Storage and Recovery Agreement,
17 and a Local Agency Agreements that's found on page 25.

18 The amended Assessment Packages there before
19 this Board today fundamentally conflict with these
20 original DYY program agreements and Court orders. Also
21 of concern to Ontario is that the fact that we continue
22 to hear arguments that were raised by the litigants
23 including Watermaster, IEUA, CVWD, and Fontana during
24 the litigation. Those arguments were raised before.
25 The Court heard them in full, and the Court rejected

1 them. This includes arguments that were made by the
2 losing parties, the respondents that water is withdrawn
3 or not produced. The Court heard and considered
4 arguments made about imported water and impacts on
5 Metropolitan. Those arguments were heard. They were
6 not accepted by the Court of Appeal. Arguments were
7 made before the Court of Appeal during litigation about
8 whether or not Fontana Water Company is entitled to get
9 credit for DYY production in the absence of having a
10 local agency agreement. The Court of Appeal heard those
11 arguments and rejected those arguments multiple times in
12 its opinion.

13 It's also important to note that the Court of
14 Appeal gave direction that going forward the parties
15 should work cooperatively to resolve four separate
16 issues. Those were whether or not water DYY program is
17 withdrawn, not produced, whether water stored and
18 supplemental water are simply two types of ground water,
19 whether all stored in supplemental water basins
20 categorically exempt from assessment, and the future
21 application of viability of the 2019 letter agreement.
22 Importantly, the Court of Appeal ruled that the
23 resolution of those issues is not required for it to
24 reach its opinion or for this Watermaster Board to
25 correct and amend the Assessment Packages.

1 Notwithstanding that, implicit in the amended Assessment
2 Packages that are before you today are the Watermaster
3 staff's independent unilateral determinations regarding
4 some of those issues. It's baked into their analysis.
5 But it's not clear whether or not the manner in which
6 Watermaster staff and legal counsel intend to resolve
7 some of those four issues is a one-off applying only to
8 these two Assessment Packages or whether or not the new
9 analysis is going to apply to all parties going forward
10 outside of resolution of the DYY litigation.

11 For over four years Watermaster has been a
12 litigating party. It's argued not only on its own
13 behalf but behalf of CVWD, Fontana, and IEUA.
14 Ontario's -- you heard Mr. Burton say has been willing
15 and continues to be willing to engage in settlement
16 discussions to try to resolve this without further
17 litigation. Ontario put a settlement offer on the table
18 to resolve this dispute and is willing to try to engage
19 with parties in this basin and with Watermaster and the
20 other respondents to try to resolve it. This includes
21 Ontario's willingness to join with Watermaster to seek a
22 one-month extension of the March 31st deadline so that
23 parties can focus their efforts solely on trying to
24 resolve this dispute.

25 Let's roll up our sleeves. Let's get the job

1 done, and let's avoid additional litigation. But if
2 Watermaster Board intends to go forward and take up
3 these Assessment Packages, at a minimum we hope that
4 this Board recognizes that Watermaster's position in
5 this case has been as litigant and that for all parties
6 to have confidence in its neutrality that perhaps a
7 third-party neutral should come in and take a hard look
8 at what's on the table to make sure that it complies
9 with the Court of Appeal's opinion.

10 I close with this, there are very big issues
11 facing this basin. You are all acutely aware of that.
12 It has never been more important for all parties to have
13 absolute confidence in Watermaster's ability to strictly
14 follow the orders issued by the Court. That includes
15 the Court of Appeal's opinion, and to do its job in a
16 fully neutral and transparent manner. So we ask if the
17 Board takes up the Assessment Packages today that they
18 reject it, and -- reject it in favor of a process that
19 will ensure that they are indeed compliant with the
20 prior Court orders. Thank you.

21 CHAIR ZVIRBULIS: Thank you. Are there any
22 other comments online or in the room? Seeing none.
23 Then we'll --

24 UNIDENTIFIED SPEAKER: (Indiscernible) --

25 CHAIR ZVIRBULIS: It doesn't look like it. Mr.

1 Craig, did you have a comment?

2 MR. CRAIG: Mr. Craig, no comment.

3 CHAIR ZVIRBULIS: Okay.

4 MR. CRAIG: I'm listening diligently. Thank
5 you.

6 CHAIR ZVIRBULIS: Thank you. So no further
7 comments from the public. We'll go to Staff for a
8 report on this item.

9 Todd.

10 STAFF: Thank you, Mr. Chair, Members of the
11 Board.

12 Ruby, if you would, please, pull up our
13 presentation for today. As a reminder, this
14 presentation will be posted to the Watermaster website
15 post-meeting so everyone has access to it.

16 As mentioned, the Board has asked today to
17 consider the approval and adoption of this item, revised
18 and corrected amended Assessment Packages for the fiscal
19 year 2022 and 2023. Looking back, this process began
20 almost a year ago. Staff trying to do its best -- its
21 best efforts endeavor to come up with these revised
22 Assessment Package beginning back in April and May of
23 2025. The proposed revisions to the Assessment Packages
24 were first surfaced in two workshops in July and August
25 of 2025, and we had really one specific goal and that is

1 to make sure we had stakeholder process that all
2 perspectives would be considered in whatever final
3 recommendation came before the Board.

4 And I had believe, based on the discussions at
5 this meeting, the advisor committee and pool meetings
6 over the last year -- almost year, the comment letters
7 you received, the e-mails you received that we have met
8 that objective. What you have before you today is
9 Staff's best efforts at a recommendation to implement
10 this. This is -- this is an item that the Board has
11 Staff's recommendation, and you have the perspective of
12 the other parties that are involved in this matter also,
13 which is what you have before you to help make your
14 decision. I'm not aware of any concern of parties that
15 are not -- that have not already been represented to you
16 either in our staff report, in our materials, in our
17 discussions, or in the comment letters and responses to
18 those letters. We made tremendous effort to be
19 responsive quickly to the letters that we have received.

20 Just as a matter of housekeeping, the end-year
21 meeting packet we have presented a number of
22 attachments. There have been no changes since the
23 Advisory Committee meeting last week, March 19th, 2026.
24 We made revisions after the workshop that we held on
25 March the 10th, and in those changes, we wanted to make

1 sure everyone understood what those changes were. So in
2 your packet, if you are looking at the Assessment
3 Package and something is highlighted in yellow, that is
4 a change from the original approved Assessment Packages
5 in 2022 and 2023. If there's something highlighted in
6 green that is a change from the point of the workshop on
7 March 10th to what's before you today. In addition to
8 that, we've added footnotes to help describe what those
9 changes were. To help explain the rational for making
10 those changes.

11 In implement to our best -- in our best efforts
12 this order, we considered a number of items. First,
13 under corrections the order on remitter to the Superior
14 Court, Watermaster was given was directive. It says,
15 Watermaster shall account for three specific things.
16 One, previously allowing Fontana Water Company to
17 voluntarily extract water from the program storage
18 account without a local storage agreement. Item B,
19 previously exempting withdrawals, production by CVWD
20 from the DYY program storage account in excess of the
21 Exhibit G performance criteria. And three, previously
22 exempting voluntary extractions from assessment without
23 ensuring there had been corresponding reductions in
24 imported water.

25 And I call these out specifically because these

1 are the common things -- this is really the basis for
2 the changes that have been made in the Assessment
3 Package. We are ordered to consider these three items
4 and make sure that those were implemented in a way -- in
5 these revised Assessment Packages, and you'll see that
6 throughout the presentation in the materials we've
7 provided. Next slide, please.

8 Under the analysis section in the most for
9 order dated February 20, 2026, we received some
10 additional guidance, and that additional guidance is, in
11 addition the Court of Appeal -- and this is the
12 interpretation of our judge -- Judge Ochoa of the Court
13 of Appeal's opinion himself. So not only are we trying
14 to interpret, he gave us some directive of the
15 interpretation. It says, in addition the Court of
16 Appeal did not invalidate the 2019 letter or rather took
17 issue with how Watermaster interpreted it. And then
18 secondly, thus the Court of Appeal did not order that
19 there should not have been any water withdrawn from
20 Metropolitan's DYY account because it did not exercise
21 its call right to require CVWD to do so. There was an
22 argument made throughout that because this was not an
23 official call under the terms of the original agreement,
24 that water should not have been withdrawn from the
25 account. And the Court of Appeals language and the

1 interpretation from the judge is that -- that was not
2 disallowed in the final -- in the final ruling of the
3 Court of Appeal. Next slide, please.

4 As mentioned in the public comments this
5 morning this were four questions that were left to be
6 resolved. We are not attempting to answer these
7 questions affirmatively with any precedent today based
8 on any implementation of this Assessment Package. We're
9 simply trying to go back and revise the Assessment
10 Packages as directed. These questions still need to be
11 answered. In the next slide the Court -- will you
12 please the next slide.

13 The Court gave us directive and as these other
14 issues, we have them in the hands of the parties who are
15 much better suited than the Superior and Appellate
16 Courts to decide, and we express no opinion on them, so
17 they're not giving any guidance on those four questions.
18 They're in essence, handing those back to us to -- to
19 answer as we go forward. And certainly, as a matter of
20 personal comment, there is a -- there's a task to revise
21 the Assessment Packages, but there's also now new
22 guidance as we go forward. And certainly if similar
23 situations were to arise in the future whether a new
24 voluntary agreement -- a new agreement similar to the
25 2019 letter agreement -- we have new directive on how to

1 handle that. But going backwards, I can clearly say
2 that there are a number of areas where we have
3 agreements that were not meant to -- that affect the
4 Assessment Package but were not meant to be -- to be
5 interpreted comprehensively, and we'll go through those.
6 And there's just -- there's some difficult decisions we
7 had to make in the Staff's recommendation to implement
8 the revision to the Assessment Packages.

9 But generally speaking, on the next slide, we
10 continue to focus on the Fontana Water Company
11 withdrawal from the program without a local agency
12 agreement and any extraction, any withdrawal from the
13 account above the Exhibit G performance criteria by
14 Cucamonga Valley Water District. Those are the basis
15 for it. That agreement was -- the DYY agreement was
16 amended in 2015. Amendment number eight, which was
17 approved by all the parties including this Board, and we
18 have been following that. Next slide, please.

19 This slide is just meant to illustrate the
20 calculation of how we determined how much of Cucamonga
21 Valley Water District's withdrawals are above the
22 Exhibit G performance criteria. It is a look-back. It
23 is looking back three years of average imported water
24 deliveries using that as your baseline and calculating
25 off of that. Based on our -- this calculation there's

1 8,196-acre feet of water in excess of their Exhibit G
2 performance criteria. That's the amount that we
3 determined would be assessable based on the Court of
4 Appeal opinion. In the second year, they did not have
5 any extraction above their Exhibit G performance
6 criteria because as you can see on the second line -- if
7 you could highlight just -- there's 17,000-acre feet
8 that was withdrawn from the account in 2022 which is
9 added into the calculation. That was a period of time
10 that was outside the two years of the litigation, so we
11 include that in an attempt to strictly follow the
12 language of the agreement itself and not make any
13 interpretations about what should and should not be
14 included. That was -- that's how we came about with
15 what should be assessed and what should not be assessed.
16 Next slide, please.

17 The effect of it is to -- when you increase the
18 assessable production of the pool or of parties, you're
19 actually decreasing the per-acre foot assessment to all
20 parties. So here you could see -- this is the
21 calculation for both years. We have reduced the
22 assessment for 22 -- the fiscal year '22 from \$70.52 to
23 \$63.63 because, in essence, the denominator -- there's
24 more water that was produced or that was assessable, and
25 when you divide that by the total budget, you actually

1 come up with a decreased per-acre foot cost which is
2 what creates the credit to all the agencies that produce
3 water in the basin for that particular year. Next
4 slide, please.

5 And then in the following year twenty -- the
6 fiscal year ending '23, you had an initial
7 \$86.68-per-acre foot that was reduced to eight two
8 dollars and \$54-per-acre foot in the '23 fiscal year.
9 Now, on the next slide, what we attempted to do, also,
10 for clarity sake so that it was easy to compare what the
11 original approved Assessment Package was, we included
12 two new pages. One is page 2.1A for the non-ag pool and
13 8.1A for the appropriative pool to show you -- show the
14 parties the original assessment -- the comparison of the
15 original assessment with the new revised corrected and
16 amended assessment. So out on those pages you could see
17 per agency what the changes are. All agencies, in
18 essence, are having reduced assessments or would be
19 receiving a credit except for the two parties with
20 additional assessable production, and that would be CVWD
21 and Fontana Water Company.

22 Following through the process, as mentioned
23 comment letters were received from the City of Ontario,
24 Fontana Water Company, and the Cucamonga Valley Water
25 District. Here are the letters as we received, and

1 there are copies in the back. We have distributed those
2 to the parties as we have received them. And what I
3 have tried to do is just summarize -- just to make sure
4 the Board is aware of the concerns made and certainly
5 the parties have spoken already this morning, but on --
6 next slide, Ruby --

7 To summarize what I've taken from the comment
8 letters; first, the City of Ontario, the removal of
9 water that was allowed from the DYY program account by
10 Fontana Water Company should not have been allowed
11 because Fontana Water did not have a local agreement.
12 Once again, that common thing still carrying forward.
13 Second, the removal water from the DYY account by CVWD
14 in excess of its agreed upon performance criteria -- a
15 similar common theme, you know, as we heard earlier
16 today. And then a final comment that there would be
17 additional comments, and we heard this morning and with
18 an additional letter from the City of Ontario, some
19 additional comments. On the next slide I'll go through
20 those comments.

21 Those comments were to the revision's
22 introduced new accounting concepts and terminology.
23 When we revised the Assessment Package there's certain
24 columns that we retitled so that it would be clearer --
25 we're trying to be as clear as possible -- to track the

1 changes throughout the Assessment Package. So I would
2 not say we are introducing any new accounting concepts.
3 We simply retitled for clarity's purposes. A couple of
4 the columns on the Assessment Packages to help track and
5 show how the water was either being assessed or being
6 exempted on those pages. I'm happy to go through those
7 if you had any questions.

8 Number five, there's no authority in the
9 governing DYY agreements or Chair Zvirbulis orders for
10 production during a non-call year, CVWD production above
11 the Exhibit G, and local action limits, and Fontana
12 Water Company participation, those common themes -- DYY
13 water should not -- should be counted as normal
14 production. We heard that comment this morning under
15 public comments. It should be subject to an assessment
16 production, which a portion or a significant portion
17 already is, and a desalter replenishment obligation
18 which is an issue that was brought up that we
19 considered. And the issue of desalter replenishment
20 obligation is something that the determination, and
21 we've answered that question in attachment eight that we
22 do not believe, based on the agreements as written and
23 specifically based on the 2019 amendment to the piece
24 two agreement, that water produced from an authorized
25 storage and recovery program account should be exempt

1 from desalter replenishment obligation. Once again,
2 this agreement 2003, 2004 DYY agreement -- amendment to
3 that agreement in 2015, subsequent amendments to a
4 significant guiding document. The piece two agreement.
5 Trying to follow and piece those together is what
6 endeavored to come up with -- through the assessment
7 summaries before you. Next slide.

8 Fontana Water Company's letter does point out
9 four individual concerns. One is that we should resolve
10 those four questions. Watermaster should resolve those
11 four questions, that the CO -- Court of Appeal
12 identified before we interested the revised Assessment
13 Packages. Number two, if any of the water is withdrawn
14 is assessed, the 85/15 roll should apply. We've
15 addressed the 85/15 in our comments and questions and
16 attachment eight. Watermaster should assess only
17 amounts of water not rolled off to remedy Ontario's
18 harm. The issue of Exhibit G performance criteria is
19 built around this idea of rolling off imported water
20 supplies and revised Assessment Package do not reflect
21 the benefits received by Ontario and the basin for
22 Fontana Water Company performance and payment of
23 Metropolitan's Tier One rates and our TS charges on a
24 go-forward basis.

25 Finally, the last comment and letter CVWD

1 received this morning recognizes the concerns raised by
2 Fontana Water Company. They comment that the revise
3 Assessment Packages generally meet the directives of the
4 Court of Appeal. They support Watermaster's adoption as
5 presented, and the reference to the February 20th, 2026,
6 order from the Superior Court directing Watermaster to
7 correct prior to March 31, 2026, which has already been
8 stated this morning.

9 In general, Watermaster's response letters --
10 I'll sum them up in one paragraph -- in the corrected
11 Assessment Packages, Staff is recommending -- and I
12 reiterate, again -- this is Staff's recommendation; that
13 Watermaster Board address the economic harm to Ontario
14 by assessing the withdrawals that occurred in a manner
15 contrary to the Exhibit G performance criteria or
16 without a local agency agreement as specifically ordered
17 by the Court of Appeal opinion. I will also note this
18 is not the initial position that the Watermaster staff
19 in interpreting this. We took the feedback from the
20 parties, the comments that we received and discussions
21 we had to come up with, in essence, a revision to our
22 original position that was -- that was published back in
23 July and August of last year. So we have attempted to
24 be responsive to those concerns.

25 And then finally yesterday the Advisory

1 Committee met with a special meeting. There are three
2 motions offered during the meeting. The first one was
3 to approve Staff's recommendation as presented. The
4 second one was to request the Board take no action and
5 request a thirty day Court extension, and the third
6 request board not approve the Assessment Packages and
7 defer for 30 days, the motion is two and three. We're
8 not -- we're voted on and not approved -- excuse me.
9 Motion number two is voted on and not approved. I don't
10 believe there was a second for motion number three.

11 Motion number one ended up the motion and the
12 action and Advisory Committee yesterday with a 67.65
13 percent vote in favor to recommend the Watermaster
14 approve the assessments that has been presented to you
15 today. So that includes my presentation. Happy to
16 answer any questions.

17 CHAIR ZVIRBULIS: Thank you, Todd.

18 Are there questions from board members to
19 staff?

20 CHAIR ZVIRBULIS: No questions?

21 UNIDENTIFIED SPEAKER: Just some comments.

22 UNIDENTIFIED SPEAKER: Mr. Chair, if you
23 will --

24 CHAIR ZVIRBULIS: Sure.

25 UNIDENTIFIED SPEAKER: I'm going through a lot

1 of material here, and I am trying to get a grasp on it.
2 I was a police officer for over 30 years, and I have a
3 pretty good idea of what court paperwork looks like and
4 what it -- and how it reads and how it's interpreted the
5 way it should be. And going through this I have gone
6 through this, I am a little bit disappointed that we are
7 where we are today, and this happened well before I came
8 on to the Board. And, again, just airing my comments
9 just at this point in time. You know, you had mentioned
10 that at the Advisory Committee 67 and a half percent --
11 you know, why such a division there? You know,
12 there's -- there is a problem. There's some deviation.
13 People got different opinions about what's going on, and
14 the question is why. Why are there different opinions
15 about what's going on? Why are there different
16 thoughts? You know, and then I go back and I read --
17 and this is for the record, the Court of Appeal found
18 that the Board erred -- erred -- I think that makes a
19 mistake, right -- in its approval of these Assessment
20 Packages and concluded among other things that the 2019
21 letter agreement was incorrectly interpreted at best or
22 independently -- or I'm sorry -- imprudently executed at
23 worst.

24 This has been going on for a long, long time,
25 and it's a shame that it has been going on for such a

1 long time. It makes me wonder why. The Court of
2 Appeals is very, very specific. I look at our slide
3 slow, Todd, and I see corrections back and forth. I see
4 revisions back and forth. Why? Why do we have so many
5 revisions and corrections and interpretations of
6 something that is so plain, and that I have to wonder
7 about our legal counsel about what kind of information
8 we're receiving on that end because our legal counsel is
9 providing information on one side. Yet our other
10 agencies are saying other things. There's a problem
11 here folks, and, again, I'm the new guy, but I'm just
12 looking at it from my -- my end, and I am trying to wrap
13 my brain around it, and I think that we have a problem.

14 And those are my comments, Mr. Chair.

15 CHAIR ZVIRBULIS: Thank you. Any other
16 comments?

17 MR. ELIE: Comment. I'm not going to make a
18 motion yet, but -- so as a good lawyer, I go back to the
19 documents, and all of this talk about what the Court of
20 Appeal said or didn't say, it's helpful, but we nine
21 people report to Judge Ochoa, the Court. And Judge
22 Ochoa's of February 25 after the hearing on February 20
23 ordered this Board to do something and the Staff.
24 Watermaster shall prepare draft revised Assessment
25 Packages in accordance with historical practice. If

1 anyone says that that wasn't done here, they're --
2 they're not being truthful. Enable stakeholder review
3 and present the Assessment Packages to the pool
4 committees, Advisory Committee, and Watermaster Board,
5 and file with the Court with its review no later than
6 March 31, 2026, as may be subject.

7 So in addition to the regular pool committees,
8 the Advisory Committee, there was yet a second Advisory
9 Committee meeting, and anyone who thinks that anything
10 is going to be resolved if there's kicking of the can
11 down the road and not going to comply with Judge Ochoa's
12 orders is not thinking clearly but there is -- there
13 would be plenty of opportunities and there were plenty
14 of opportunities. And I also take it in the context of
15 what did Judge Ochoa say before he issued that order,
16 and he issued a ruling, and that is -- I don't know --
17 16, 17 pages. Whatever it is. And after reviewing all
18 the history, et cetera, he goes through the motion.
19 Now, the context is that Ontario filed a motion and
20 said, Judge, you need to make a ruling and announced
21 that the mediation was over, so this notion that people
22 can roll up their sleeves and work together -- you know,
23 this basin, Curt, has a history of not working together
24 at different times and it also has it -- and two
25 thirds -- it's not quite the 80 percent, but that would

1 be a mandate, but it's certainly a pretty strong
2 showing, and there's a long history of people not liking
3 things going to the judge -- Judge Riker. The judge
4 before him, Judge Ochoa and making it known. So all
5 this Board is being asked to do is comply with the
6 judge's order, and we have Staff's opinion. But in his
7 opinion, Ontario and its motion made some
8 representations, and Judge Ochoa -- our boss as far as
9 I'm concerned -- and I don't have a lot of bosses in my
10 life these days, but he's certainly one of them -- the
11 Court of Appeal did not direct this Court to order the
12 accounting as Ontario suggests. To order the accounting
13 that Ontario proposes would shut out other parties from
14 objecting and could cause financial harm to those
15 parties. That is one of the very many reasons that he
16 suggest that the Watermaster process be followed, and
17 ultimately he says, the greatest concern is that by
18 asking the Court to agree to Ontario's accounting, the
19 risk of injuring other parties that would undoubtedly be
20 affected by the reassessment is highly likely. Instead
21 by allowing Watermaster to proceed, once the Assessment
22 Packages are corrected and amended, then any affected
23 party, including Ontario -- which has indicated that if
24 we pass this they're going to appeal it to the judge --
25 can object per usual.

1 He goes on, also, to talk about Ontario claims
2 its order allows other parties to object on the fact
3 that they have not currently filed oppositions as
4 evidence. They're not objecting here. They're not
5 objecting. Here, Ontario was blatantly and misleading
6 the Court. Ontario's proposed order does not allow
7 other parties to object to have the accounting or
8 corrections remain. In other words, Ontario's qualified
9 objections available -- I'm sorry. Ontario qualified
10 the objections available to the original parties, so
11 that such objections could not go beyond whether
12 Watermaster corrected the Assessment Packages according
13 to the specific accounting selected by Ontario.

14 So Judge Ochoa was saying that Ontario's motion
15 was essentially trying to take it outside of the
16 Watermaster process, and I'm ordering you to take -- to
17 follow the Watermaster process. That is what has
18 happened. Now if two thirds -- 67.6 -- that's a little
19 more than two thirds, I guess -- of the Advisory
20 Committee votes recommend the Watermaster approve these
21 packages, I believe we are -- if we don't do that, we
22 are required to make findings and send it back to the
23 Advisory Committee. But I don't see why. The arguments
24 were raised. It's clear that staff is not acting like
25 an advocate or a litigant. They turned Fontana Water

1 Company down, as an example. And this notion that we
2 should penalize Watermaster for, essentially, defending
3 Judge Ochoa's discussion, which the Court of Appeal
4 disagreed with is not appropriate. I don't think we
5 should be criticizing our staff or our counsel because
6 they give us their best advice and they tell us to
7 follow procedure because somebody doesn't like it. And
8 so as we've talked about on this Board, this is a unique
9 situation. We are not sitting as policymakers. We
10 report to the judge. It's our responsibility to do
11 what -- what's right, and my view is that kicking the
12 can down the road is a violation of the Court's order,
13 and I don't want to be a party to anything like that.
14 And I think that there is enough in this record to
15 suggest that we should follow Staff's recommendation.

16 UNIDENTIFIED SPEAKER: If I could just say one
17 more thing, Marty.

18 I understand what you are saying, Steve.
19 Absolutely do, and you have spoken like a great attorney
20 at closing. You know, I -- and I agree with you, I
21 think it would be prudent at this point in time to send
22 this back to the Advisory Committee to work through some
23 of these issues because there are some definite issues
24 here, and I think what's going to end up happening is if
25 this does go back before Judge Ochoa it's going to piss

1 him off, and we're going to have -- and we're going to
2 have more problems than what we're having now, and I
3 know you are going to say something else because you're
4 an attorney.

5 Mr. Elie: No. I'm more experienced in this
6 area than you, I have to say, right. I mean I love you.
7 You are a dear friend, but the -- sending it back
8 doesn't do anything in this instance. This Board needs
9 to be decisive, and two thirds -- two thirds -- so --

10 UNIDENTIFIED SPEAKER: It's a weighted vote, so
11 be (indiscernible) about that.

12 UNIDENTIFIED SPEAKER: Well, okay. No. Two
13 thirds weighted. That's fine. I don't care what the
14 number of people -- it's two thirds and set up in the
15 system that has been in place for 25 years, and I
16 haven't seen or heard anything that would make me want
17 to change where those people came from. You know, the
18 tierney of the minority. Yes. Ontario won on appeal.
19 But as Judge Ochoa's orders says, that doesn't mean they
20 get to dictate how its implemented, right, and that
21 doesn't mean that they're right. It doesn't mean that
22 they're wrong, but two thirds of the weighted vote feels
23 they're wrong, and the threat of an appeal -- it's a
24 threat. I get it. They didn't win every appeal they've
25 brought. Okay. They vehemently opposed IEUA being the

1 CEQA entity, and a million dollars was spent on
2 attorney's fees, and they lost at the Court of Appeal.
3 That's just one example -- one of three that recently --
4 this is the one they've won, but I don't think just
5 because they won they get to dictate how the whole basin
6 operates.

7 UNIDENTIFIED SPEAKER: What is the adverse
8 responsible attempts before extending it 30 days?
9 What -- other than the judge may be upset about it that
10 they extended it. If Ontario and Chino now feels that
11 strongly about it, wouldn't they -- be wise of them to
12 step up and request it of the judge?

13 UNIDENTIFIED SPEAKER: Mr. Chair -- director
14 Velto. Can't speak for the strategy decisions. Here --
15 here's what I think is important. I'm going to answer
16 your question, but I'm going to quote the judge. There
17 were some things that the Court directed -- and this is
18 a trial Court, not the Court of Appeal. Some things
19 that he directed and decided and others that he was
20 anticipating. And having read the Ontario papers and
21 the competing papers filed by the other parties, that
22 the middle of page 114 in discussing the Watermaster
23 process he said, instead by allowing Watermaster to
24 proceed, once the Assessment Packages are corrected and
25 amended, then any affected party, including Ontario can

1 object per usual. Ontario's motion is thus premature
2 because our package has not been approved. So the
3 effort here -- it doesn't feel -- and would also say, it
4 didn't feel good for staff or the lawyers to
5 misinterpret or to opine incorrectly with a the
6 applicable rules are. Our effort is to try to the --
7 your work because you are accountable to the Court. The
8 viability of this Court depends on serving our judge.
9 The judge has given us direction. He's told us what the
10 process is. He chose this, and to your point, we have a
11 job to prepare and complete the Assessment Package by
12 the date we selected. I personally represented on
13 behalf of Watermaster that we would comport with our
14 traditional process and could complete an Assessment
15 Package by the 31st of March.

16 If there are objections, they need to be
17 addressed. If there is a decision by parties who are
18 actual involved in supplemental negotiations -- which is
19 not us -- we were in mediation. The mediation was
20 terminated. We are aware that there are discussions
21 that are occurring among parties, but we're not party to
22 those discussions. If those discussions are -- could be
23 fruitful, they, to your point Director Velto could now
24 or at any point request a continuance, a stay of any
25 hearing. We don't have a hearing date set. Customarily

1 it would probably 45, 60 days out before there is a
2 hearing, and any party -- any one of the litigants could
3 say, Your Honor, we think it's premature. We don't want
4 to file papers. We don't want to object. We can
5 negotiate, but Watermaster would have completed its duty
6 to deliver a package on time. Probably more than you
7 asked for, but I think it's context.

8 UNIDENTIFIED SPEAKER: Yeah. I also
9 (indiscernible) -- so it's about getting the package to
10 the judge by the 31st?

11 CHAIR ZVIRBULIS: That's what we would do.

12 UNIDENTIFIED SPEAKER: And any objections could
13 be made after his -- in receipt of it?

14 CHAIR ZVIRBULIS: Objections are preserved. As
15 the Court said, objections on the basis of non-perfected
16 Assessment Package are premature. So once the Court has
17 this document, the litigants who are the -- sorry. The
18 other litigants in the appeal; Fontana, IEUA, Ontario,
19 Cucamonga could elect to have a discussion amongst
20 themselves and petition the Court for more time. The
21 Court's also -- but you need to remember, the decision
22 that impacts other parties among the litigants -- a
23 decision among the litigants that affects other parties
24 is not a complete resolution unless the other parties
25 agree. None of this we can control. Our -- your

1 responsibility and our responsibility to advise you is
2 you have a deliverable, and without the deliverable we
3 are not complying with the order.

4 UNIDENTIFIED SPEAKER: It's not perfected until
5 the judge --

6 UNIDENTIFIED SPEAKER: The judge doesn't do
7 anything with it until there's a hearing. The judge
8 reads papers.

9 UNIDENTIFIED SPEAKER: (Indiscernible) --
10 hearing then it's (indiscernible) --

11 UNIDENTIFIED SPEAKER: Or the judge asks for
12 more briefing.

13 UNIDENTIFIED SPEAKER: Right.

14 UNIDENTIFIED SPEAKER: Or the judge does
15 something else. Who knows?

16 UNIDENTIFIED SPEAKER: All right. Fair enough.
17 You understood. Thank you.

18 CHAIR ZVIRBULIS: Okay. Any other -- Mike?

19 MIKE: Real quickly. I don't know where we're
20 going to end up with this today, but I am encouraged
21 that the three litigating parties are talking and I hope
22 that they can reach an agreement. As counsel just
23 pointed out, they could reach an agreement that is
24 satisfactory to them but that it now makes someone else
25 an aggrieved party. We would not know that until they

1 announce whatever their solution might be. I do think
2 it's important to recognize that if -- if this Board
3 elects to move the package forward to the judge today,
4 that would not prevent continued discussion amongst the
5 parties, and they could reach an agreement. Their -- I
6 see two sides to that, one is if they feel -- if a party
7 or parties feel like they're being pushed into
8 litigation, there may be some hard feelings. It may get
9 a little harder to negotiate. On the other hand, if
10 there's a ticking clock, that may be an incentive to
11 negotiate. And I think different people will see that
12 different ways.

13 My real point is I am pleased that the parties
14 are talking. I am hopeful they will reach an agreement.
15 I honestly don't see the harm in moving this forward to
16 the judge at this point. That kicks off a process, and
17 if somebody appeals, then it will get dealt with, but
18 there is still time to solve things without. And that's
19 it. Thank you.

20 CHAIR ZVIRBULIS: Any -- oh, go ahead Jeff
21 Pierson.

22 MR. PIERSON: Yeah. I think Steve and Scott
23 have been very clear. Our judge who is our boss has
24 asked us -- has told us to go through the normal pool
25 advisory board process and deliver to him a revised

1 Assessment Package. The package that I have reviewed
2 satisfies that demand, and our objective is to follow
3 the process and to deliver a package that is
4 representative of what our Staff believes is the true
5 and corrected Assessment Package. You know, a lot of
6 this goes back to the reliance on the 2019 letter, which
7 the Board approved which is found to be incorrect. We
8 had 2015. We've got 2004 to go back and follow, but
9 the -- the objective that we've got is to deliver a
10 package. It does not prevent the objections in front of
11 the judge, as Scott as said. All the normal recourse
12 through the judgment is available. I believe that, you
13 know, our responsibility is to advise the judge what
14 direction we believe as a board, what direction the
15 pools have advised, what direction the Advisory
16 Committee has advised, and move this forward at this
17 point to the judge.

18 So I would make a motion at this time to accept
19 the revised Assessment Packages and move them forward to
20 the judge.

21 CHAIR ZVIRBULIS: We have a motion by Pierson.
22 Do we have a second?

23 UNIDENTIFIED SPEAKER: Per discussion, I'll
24 second.

25 CHAIR ZVIRBULIS: Okay. Second by Kuhn.

1 Okay. Is there any further discussion?

2 BOB: Yeah. It -- this is going to be a tough

3 day. Having watched it very closely for the four years,

4 I think Fontana and Cucamonga are as much a victim as

5 the City of Ontario and virtually producer in the space

6 and down to the guy that produced five-acre feet.

7 Everybody that has seen this Assessment Package, you can

8 take a sliding scale to the right and just go, who is

9 getting screwed and by how much, and it just goes up and

10 down. We did fulfill the Watermaster -- or the judge's

11 obligation. We ran it through a very fair process by

12 this Staff. They did the best they could, but everybody

13 still gets screwed a little bit. Okay. And the one

14 thing that you've heard me say multiple times is I still

15 held out hope. Call me the eternal optimist. I don't

16 think we piss off Judge Ochoa by punting 30, 60, 90

17 days. I've watched him get sick a few times because he

18 doesn't want to walk into the Courtroom that day because

19 of us, so I don't think he gives a crap that we punt for

20 30 days if all parties continue to have good-faith

21 negotiations. I don't want to weigh in where I'm going

22 with this because I literally think that the 67.65

23 percent that voted for this voted out of pure

24 exhaustion. You guys convened this Wednesday and tried

25 to get somewhere, and it wasn't pleasant. Fontana,

1 Cucamonga you went into this in good-faith. The general
2 manager of the this organization came to you and said I
3 want to get water out of storage, and you performed.
4 Unfortunately it was bad advice.

5 The Assessment Package is going to be
6 corrected. I don't want to weigh in on exactly how it's
7 corrected because like I said, I feel like Solomon up
8 here. It's just a question of how much each of us gets
9 screwed, but that's what it comes down to. And
10 that's -- you know, at the end of the day, I have no
11 problem in whether you call it -- Robert's rules stuff
12 sucks, you know. Where I'm leaning is to go for the,
13 you know, 30 days to get you guys to keep talking
14 because if I have learned anything at Chino Basin
15 Watermaster over the 30 years, that's -- when you stop
16 talking it's over. I believe that Ontario will appeal
17 this, and if you're tired now where are you going to be
18 in 18 months because you're going to be really tired and
19 probably a whole lot more pissed off, and it's going to
20 get in the way of the good things we should be doing in
21 this basin.

22 CHAIR ZVIRBULIS: Thank you, Bob.

23 Mr. Kuhn.

24 MR. KUHN: I'm going to be the only guy at this
25 Board that's confused. I'm assuming everybody knows

1 exactly what they're doing, but my problem is I
2 understand and I am seconding this motion specifically
3 for this discussion, and if we want to move on, I'll be
4 more than happy to second that, I guess. My point is, I
5 don't know where -- what we're doing today is where
6 we're going to be and how we're going to do this again a
7 year from now and two years from now and three years
8 from now. And maybe you guys can answer that for me and
9 help me with that. I also don't quite understand
10 exactly how -- you know, Todd, I got confused when I
11 read the letter that went back to Fontana, I think it
12 was -- it could have gone back to Ontario -- but I got
13 confused when the operating committee got drug into it.
14 And I don't know that the Board has ever given the
15 authority to the operating committee to do what I think
16 I'm interpreting in this letter, and so I don't -- I
17 think they're getting their 30 days. I think they're
18 getting their 45 days. Whatever it might be. And I
19 think I heard the attorney say they can even ask for a
20 longer period if they want. Whether we give it to him
21 here and they talk in this room or we vote to move this
22 on, and the judge gives it to him because he sets the
23 hearing 30 days, 45 days -- I think we're accomplishing
24 what's being asked for.

25 So 20 minutes ago I was in favor of continuing

1 this, and the more I hear the more confused I get
2 honestly. Two days ago -- I don't mind saying that I
3 was a no vote on this thing. This morning I've gone
4 through everything again. I have heard from a lot of
5 different voices, and it just makes sense to me to get
6 it to the judge and let it go from there. And how it
7 falls out is the way it's going to fall out. I'm doing
8 that -- again, I think my role on the Board as one of
9 the munies is to be an independent voice on the Board.
10 I don't have a stake in this.

11 I'm going to go back to Jeff's comment, and he
12 says do it the way it was set up and designed, in sense.
13 I'm paraphrasing, Jeff. But if we do that, they didn't
14 have an operating agreement, so we need to go back and
15 say they didn't have an operating agreement and how are
16 we going to fix that? I think Watermaster. So that's
17 where I get confused, and I'm having a hard time
18 understanding.

19 UNIDENTIFIED SPEAKER: So I think we'll tag
20 team this at Director Kuhn; what we're doing and what
21 we're not doing, and I have said this probably 25 times.
22 I'll say it again. We're not confused as to who the
23 prevailing party was on the Court of Appeal. We know it
24 was Ontario. The issue is not whether Ontario
25 prevailed. The question is, what were the consequences

1 and how do we implement it? And Watermaster has done
2 its best to take the ruling, construe what happened, and
3 to address the Assessment Package based on that Court of
4 Appeal direction and is also influenced by Judge Ochoa's
5 direction.

6 So we learned -- lawyers learn, too -- cases
7 happen. We never knew at Watermaster that economic
8 impact was something that needed to be addressed by
9 Watermaster and improving a store an agreement or
10 storage activity. We've learned that. That now the
11 standard. That's the rule, and as Todd mentioned, that
12 is driving us forward. That's point one.

13 Point two, when we received the Court of Appeal
14 opinion, Staff and counsel were of the opinion that
15 those four issues that were reserved were
16 (indiscernible) -- for the reasons Mr. Bowcock started
17 to suggest that there are -- maybe didn't directly
18 suggest -- they're going to (indiscernible) intertwine
19 is the lawyer phrase with the outcome, and we began with
20 the intention that we were going to attempt to take on
21 those four issues, and what we learned -- there was
22 learning in the process, that those issues are very deep
23 complex and affect many parties to this case, and we
24 would never resolve those issues expeditiously to get an
25 Assessment Package corrected and amended.

1 So we learned and we said, how can we put a pin
2 in those issues or put them in the parking lot, and
3 arrive at a result which resolves with the Court of
4 Appeal, the gravamen, what the Court of Appeal was
5 concerned about with hard to economic impact. And as
6 Todd mentioned in his presi, there were two principle
7 things that drove an adverse economic impact. Fontana
8 did not have an agreement, so all their water is deemed
9 to be outside the program and must be assessed. That's
10 one. And two, Cucamonga exceeded the Exhibit G
11 criteria. The Court of Appeal talks about Exhibit G,
12 uses that as the standard, so Cucamonga is assessed the
13 amount over that.

14 And then you saw on our comments, we held the
15 line on everything else. We said we're not going to go
16 and call Yahtzee on the whole Assessment Package. We're
17 going to tightly address what the wrong was, so what
18 we're doing to what we're doing and what we're leaving
19 open, we're only correcting the Assessment Package to
20 account for the harm to Ontario that comes from those --
21 those two points and everybody else and all the others
22 who benefit. That's what we're doing. The four issues
23 are completely reserved. The four issues are completely
24 reserved. And not to make your lives any easier for the
25 parties, we have another Assessment Package that's

1 coming.

2 UNIDENTIFIED SPEAKER: That's late.

3 UNIDENTIFIED SPEAKER: That's late. And all of
4 those issues are theoretically on the table. So
5 Director Kuhn, they have not gone away. We're complying
6 with this order, trying to do the right thing, and Todd
7 and the team will take up this new Assessment Package
8 pretty soon. By tomorrow. But all those issues are
9 reserved, and then Todd -- those were my points.

10 UNIDENTIFIED SPEAKER: Real quick, only because
11 I want to stay on the theme that he was on. I'm -- I
12 get confused, too, and I think the easiest way to
13 describe what I think the most is, it's to say
14 Watermaster was directed by the judge to exercise -- to
15 go through the exercise in preparing an Assessment
16 Package. And they checked the box. They did that.

17 UNIDENTIFIED SPEAKER: Yeah.

18 BOB: It went through all the pools. You guys
19 voted. The votes weren't a 100 percent, but you did it.
20 You did the procedure. But it's form over substance.
21 This is where I start to get confused and lost in the
22 weeds myself is we performed. We did what the judge
23 said. We literally -- we went through the pools, we
24 looked at the sliding scale. I get a little less
25 screwed this way if I get a little more screwed. What I

1 don't want to have happen -- and I want to be very, very
2 clear -- because this has been what's going on for the
3 last 30 years that causes all the hard feelings and us
4 to continually chase our tail in Court, and that is we
5 take a vote and everybody walks out of here, and
6 tomorrow morning we're going to all hear that it was a
7 Board mandate or the Board said this.

8 Quite frankly, I'm not going to say until it
9 comes time to vote because I'm really going to reach
10 into my conscious here, but if I were to vote on a
11 motion we performed the function -- yeah. We performed
12 the function. We -- it ran through the pools. I mean
13 the way this Watermaster was created, we got a set of
14 tasks to do. Everybody's going to pay. Pitch in five
15 bucks for your water right and five bucks for your
16 production, and we may our bills. I mean that's
17 basic -- that's what Watermaster is. Okay? And then we
18 started hanging on that Christmas tree, and we got
19 85/15, and we got the desalter credit, and we've got
20 this and we've got that, and then we get DYY and some is
21 taxed and some is not. Depending on what color
22 underwear I'm wearing that day, but that's what the
23 people that pays the bills do is they assess themselves.
24 You guys pick the craziest things to power, knock
25 yourselves out. We have always sat on the sidelines and

1 said, it's your checkbook. Have fun. And that's kind
2 of where we're at today. We're sitting here being
3 asked, did Watermaster perform the function? Damn
4 straight they did, in spades. Did we push them all the
5 way to the limit yesterday afternoon? Yes, we did. By
6 votes for that package it means Watermaster performed
7 the function. Now, the substance of that function might
8 be suck. Okay. We don't like what's in there because
9 it's that sliding scale. You know, how much is Pomona
10 is getting back on this one, and how much are we leaving
11 on the table on that 1? Okay. And that's what this
12 comes down to, you know. Cucamonga and Ontario are
13 sitting back there together. They have more in common
14 than they don't. Okay? I'm going to tell John on you.
15 And my point is we've got real things to be doing, and I
16 think we can get there, but back to form over substance,
17 guys. Just because we move something to the judge
18 doesn't mean we like it.

19 CHAIR ZVIRBULIS: Thank you, Bob.

20 Elie.

21 Mr. Elie: Your motion was to approve the two
22 packets as amended and direct staff to file with the
23 Court as directed?

24 UNIDENTIFIED SPEAKER: Correct. Okay. That's
25 the motion in front of us --

1 UNIDENTIFIED SPEAKER: Exactly what was put
2 into our package.

3 UNIDENTIFIED SPEAKER: Thank you. I -- thank
4 you. I just wanted to clarify that because you are the
5 maker of the motion, so --

6 CHAIR ZVIRBULIS: I'll make a comment that
7 after 36 years in this organization, 30 days I don't see
8 the polar opposites in this coming to the. Advisory
9 allowed it to go from its normal meeting a week ago
10 Thursday to yesterday with an anticipation of some type
11 of resolution. We kicked the can down the road. It is
12 our obligation to go to the Court with the Assessment
13 Packages and tell the Court -- and I agree with Bob --
14 you know, this is what you ordered us to do. We have
15 done it to our best of our ability. Mr. Judge, please
16 accept it, and listen to everybody that is going to be
17 against it. I think we're not here to judge what's
18 going to happen. We're here to perform based on the
19 order that our judge gave us, and I think that's what we
20 need to do today.

21 CHAIR ZVIRBULIS: Thank you. Any other
22 comments from the Board?

23 So I would just -- I would just say that -- a
24 couple things -- having been involved in Watermaster
25 related matters for more than 25 years myself, I

1 impassioned plea of my colleague Mr. Bowcock. And that,
2 you know, there are more important things that need to
3 be considered. However, along the path it got broken,
4 and Mr. Pierson said, we don't have a particular good
5 track record of getting things done. So here we got
6 something done, and I think our Staff and our legal
7 counsel have done their best to be faithful to with a
8 the Court has corrected. I take into consideration the
9 fact that the parties most affected by this issue have,
10 you know, blessed us with many pages to read and many
11 versions to consider. And most importantly, you know,
12 Fontana Water Company who, in my day job, I represent is
13 opposed to this. However, I will say, my rule as a
14 Board member here is not to represent my interest in the
15 company that employs me but rather that represent the
16 interest of the appropriate pool and the parties to the
17 judgment.

18 And I think as Mr. Pierson said, the Advisory
19 Committee voted with a greater than two thirds vote to
20 support moving this forward, so with that being said,
21 I'm inclined to support what they have asked us to do.

22 CHAIR ZVIRBULIS: So with that, if there's no
23 further comment I will call for the question, and I will
24 ask for a roll-call vote (indiscernible)?

25 THE CLERK: Nobody wants to be first.

1 UNIDENTIFIED SPEAKER: She's got a set of
2 rules.

3 UNIDENTIFIED SPEAKER: No thank you, sir.

4 UNIDENTIFIED SPEAKER: I'll be first.

5 UNIDENTIFIED SPEAKER: She's got an order.

6 THE CLERK: I have an order, and unfortunately,
7 it's alphabetical, so I'm just going to leave it at
8 that. We're back to the start of the alphabet by last
9 name. So with that, thank you, Mr. Chair this is the
10 vote for business item 2 B for the fiscal years ending
11 '22 and '23 corrected and amended Assessment Package,
12 and the most is to approve the draft, corrected, and
13 Assessment Packages. Direct staff to file with the
14 Court as directed. Motion by Vice Chair Pierson.
15 Seconded member Bowcock?

16 MR. BOWCOCK: No.

17 THE CLERK: Member Burton.

18 MR. BURTON: No.

19 THE CLERK: Member Elie.

20 MR. ELIE: Yes.

21 THE CLERK: Member Gardener.

22 MR. GARDENER: I.

23 THE CLERK: Member Kuhn.

24 MR. KUHN: Yes.

25 THE CLERK: Member Medrano.

1 MR. MEDRANO: I.
2 THE CLERK: Vice Chair Pierson.
3 VICE Chair PIERSON: Yes.
4 THE CLERK: Member Velto.
5 MR. VELTO: I.
6 THE CLERK: And Chair Zvirbulis?
7 CHAIR ZVIRBULIS: Yes.
8 THE CLERK: Thank you. That motion passes by
9 majority.
10 CHAIR ZVIRBULIS: Thank you.
11 (End at 1:31:15.)
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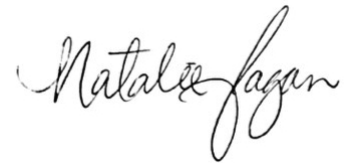
REPORTER'S CERTIFICATE

I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing electronically-recorded proceedings were transcribed by me to the best of my ability.

I further certify I am neither financially interested in the action nor a relative or employee of any attorney or party to this action.

IN WITNESS WHEREOF, I hereunto subscribe my name this 15th day of April, 2026.



Natalie Fagan
CSR NO. 13993

EXHIBIT 7

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:

CHINO BASIN WATERMASTER

Case No. RCVRS 51010

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

PROOF OF SERVICE

I declare that:

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

On June 1, 2026, I served the following:

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

/ X / BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by the United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:
See attached service list: Mailing List 1

/ ___ / BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ ___ / BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

/ X / BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.
See attached service list: Master Email Distribution List

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

Executed on June 1, 2026, in Rancho Cucamonga, California.



By: Ruby Favela Quintero
Chino Basin Watermaster

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