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

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,
13
14 Plaintiff,
15
16 v.
17 CITY OF CHINO, et al.,
18
19 Defendants.
20

CASE NO. RCVRS 51010

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

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

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

1 I, Courtney Jones, declare as follows:

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

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

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

13 4. In my work with Ontario, I work with and am familiar with the DYY Program and
14 the various original agreements, the Judgment, and court orders that provide the framework for that
15 program. The program is governed by three sets of agreements (two of which were approved by
16 the superior court): (1) the Funding Agreement, (2) the Storage and Recovery Agreement, and (3)
17 the Local Agency Agreements. (Court of Appeal Opinion (Op.) at 25.) The 2019 Letter Agreement
18 was not approved by the Court and is not included as one of the original agreements under the DYY
19 Program.

20 5. From March to July 2003, Local Agency Agreements were executed between Inland
21 Empire Utilities Agency (IEUA) and Three Valleys Municipal Water District (TVMWD) and their
22 Member Agencies, including Cucamonga Valley Water District¹ (CVWD). Fontana Water
23 Company (FWC) never entered into a Local Agency Agreement.

24 6. Each Local Agency Agreements, including CVWD’s Local Agency Agreement,
25 contains an Exhibit A, which specifies each agency’s facilities to be used towards operation of the
26 DYY Program as funded by the Funding Agreement. (See RJN, Exs. 1-3 at Ex. A.) Also, Exhibit B

27 _____
28 ¹ Copies of the CVWD, Ontario, and JCSD via Ontario Local Agency Agreements are included in
the Request for Judicial Notice (RJN) at Exhibits 1-3.

1 of these agreements describes each agencies' performance criteria for both the reduction in
2 imported water demand and corresponding increase in local groundwater pumping. (*Id.* at Ex. B.)
3 These local agency performance targets describe how the Metropolitan Water District (MWD)
4 performance criteria to be performed by IEUA and TVMWD would be met.

5 7. Underlying the performance criteria are terms within the 2004 DYY Storage and
6 Recovery Agreement that addresses the maximum rate of recapture of water from storage.
7 Section VI. provides as follows: "Withdrawal Maximum. The maximum rate of recapture of water
8 from storage by IEUA and TVMWD through the Participating Appropriator's facilities shall be the
9 lesser of (a) 33,000 acre-feet per year, or (b) the amount of water remaining in the IEUA and
10 TVMWD Storage and Recovery (account)." (See Watermaster's Motion for Approval of Storage
11 and Recovery Program Agreement, filed May 12, 2004. Ex. A (attached to the RJN as Ex. 4.) The
12 DYY Storage and Recovery Agreement was approved by Court order dated June 24, 2004. (See
13 RJN, Ex. 5.)

14 8. The Local Agency Agreements also speak to the maximum amount of DYY
15 production. The Groundwater and Pumping Responsibilities section of the Local Agency
16 Agreements provides as follows: "Local Agency acknowledges and agrees that Metropolitan has
17 the right to demand the pumping of stored water in the Chino groundwater basin in the maximum
18 amount indicated herein." (See RJN, Ex. 1 at § 5(e), Ex. 2 at § 5(e); see also RJN, Ex. 3 at § 5(f).)
19 The Local Agency Agreements also have an operational buffer of 10% above or below that
20 maximum. Put another way, the agreements only provide that a party can exceed their performance
21 criteria by 10%, which also reinforces the fact that the performance criteria in the local agency
22 agreement serve as a maximum amount of agreed upon production (subject to the 10% operational
23 buffer), not a minimum.

24 9. On April 2, 2003 IEUA submitted an Application under Article X of the
25 Watermaster Rules and Regulations for a 100,000 acre-foot storage account in Watermaster's
26 Storage and Recovery Program. (See RJN, Ex. 4 at 13:16-18.) This storage account was used to
27 implement the terms of the Groundwater Storage Program Funding Agreement ("Funding
28

1 Agreement”) that was executed by IEUA, TVMWD, Watermaster, and MWD on June 19, 2003.
2 (*Id.*, Ex. 6.)

3 10. On June 24, 2004, the Watermaster’s Motion for Approval of Storage and Recovery
4 Program Agreement (DYY Storage and Recovery Agreement) was argued and submitted to the
5 Court. The DYY Storage and Recovery Agreement was approved by the Court on the same date
6 (the “2004 Court Order”). (RJN, Ex. 5.) The DYY Storage Agreement states that “Any
7 modification of facilities that is materially different from those contemplated by the Local Agency
8 Agreement will require the filing of a new application...” (*Id.*, Ex. 4 at Ex. A, ¶ III.A.2.) Also,
9 “Watermaster shall not approve an Annual Operating Plan that may cause Material Physical
10 Injury...” (*Id.*, Ex. 4 at Ex. A, ¶ IV.F.)

11 11. FWC does not have a Local Agency Agreement and, accordingly, does not have or
12 operate facilities that are authorized to produce or recover water from the DYY Program. Again,
13 under the Court-approved 2004 DYY Storage and Recovery Agreement, “Any modification of
14 facilities that is materially different from those contemplated by the Local Agency Agreements will
15 require the filing of a new application in accordance with the provisions of Article X, Section 10.7
16 of the Rules and Regulations.” (RJN, Ex. 4 at Ex. A, ¶ III.A.2.) Because FWC does not have a
17 Local Agency Agreement, and does not have approved production facilities authorized for the
18 recovery of DYY Program water, and has not filed the required application, FWC has no basis or
19 ability to use any facilities for the production and recovery of DYY Program water.

20 12. On November 27, 2018, the Appropriative Pool approved the “2018 Agreement to
21 Appropriative Pool Pooling Plan and CAMA Amendments” and “[f]urther, the Pool directs its
22 counsel to join in the motion to approve the Appropriative Pool Pooling Plan and CAMA
23 Amendments.” (RJN, Ex. 9.) On March 15, 2019 the Court ordered changes to the Appropriative
24 Pool Pooling Plan and amendments to the Peace Agreement. (*Id.*, Ex. 10.) Article VI of the Peace II
25 Agreement was significantly amended to expand upon Section 6.2 with respect to Desalter
26 Replenishment. (*Id.*, Ex. 10, Ex. A at ¶ 6.) For the purposes of determining “Adjusted Physical
27 Production” as part of calculating each party’s Remaining Desalter Replenishment Obligation
28 (RDRO), subsection (b)(iv) was added to Section 6.2. (*Ibid.*) Specifically, under subsection

1 (b)(iv)(3), the following was added “Production associated with *approved* storage and recovery
2 programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical
3 Production, except for in-lieu participation in such programs; in-lieu put quantities shall be added
4 to physical production, and in-lieu take quantities shall be subtracted from physical production.”
5 (*Ibid.* (emphasis added).)

6 13. The Judgment further provides that “[p]roduction assessments, on whatever basis,
7 may be levied by Watermaster pursuant to the pooling plan adopted for the applicable pool.” (2012
8 Restated Judgment at ¶ 51.)

9 14. The Appropriative Pool Pooling Plan states, “[c]osts of administration of this pool
10 and its share of general Watermaster expense shall be recovered by a uniform assessment applicable
11 to all production during the preceding year.” (Judgment at Ex. H, ¶ 6.)

12 15. The Judgment also provides that “Watermaster shall have the power to levy
13 assessments against the parties (other than minimal pumpers) based upon production during the
14 preceding period of assessable production...” (Judgment at ¶ 53.)

15 16. Under Article IV of the Watermaster’s Rules and Regulations, “Watermaster shall
16 levy assessments against the parties...based upon Production during the preceding Production
17 period. The assessment shall be levied by Watermaster pursuant to the pooling plan adopted for
18 the applicable pool. [Based on Judgment ¶ 53.]” (RJN, Ex. 8 at § 4.1.) Under Section 4.4,
19 assessment adjustments are described, but neither production from a storage and recovery program
20 or the DYY Program is applicable. (*Id.* at § 4.4.)

21 17. From review of the above original governing documents and relevant agreements
22 and court orders, nothing exempts groundwater produced through the Dry Year Yield Program
23 from assessments. It can be concluded that any water produced from the Chino Basin is subject to
24 production-based assessments unless otherwise exempt from a court approved agreement or court
25 order.

26 18. The Judgment and governing documents state that all production is assessed. For
27 the purposes of assessable production, there is no distinction between native, stored, or
28 supplemental water. Stored supplemental water is also subject to Watermaster assessments when

1 it is produced. In the Watermaster Assessment Package for Assessment Year 2021-2022
2 (Production Year 2020-2021), FWC purchased the City of Fontana’s recharged recycled water
3 credit and transferred 2,722.510 AF from FWC’s Local Supplemental Storage Recharged Recycled
4 Account to its Excess Carryover (ECO) Storage Account which was then used as Annual
5 Production Right and was included in FWC’s assessable production. (see RJN, Ex. 11 at pp. 8.1,
6 10.1-14.1.) Recycled water is treated wastewater generated from IEUA’s regional treatment plants
7 and cannot reasonably be categorized as native water. Once recharged into the groundwater basin,
8 it becomes a mixture of multiple water sources (imported, groundwater, stormwater, recycled
9 water). This recycled water was also included in (e.g., not exempted from) the calculation of
10 FWC’s DRO assessments.

11 19. Water produced from the aquifer does not change physical character. The labeling
12 of portions of produced water as “native groundwater” or “supplemental groundwater” or even
13 “DYY Program water” are merely an accounting function.

14 20. The Judgment’s definition of Groundwater does not distinguish between the “type”
15 of groundwater or how that water made its way into the basin, and all wellhead production within
16 the Chino Basin is the production of “Groundwater”. There is no physical distinction between the
17 pumping of Safe Yield, local water in storage, and supplemental water in storage such as recycled
18 water recharge or DYY Program water.

19 21. All production places a physical burden or impact on the Basin. In the case of the
20 DYY Program, the potential for material physical injury was analyzed by Watermaster as part of
21 the 2004 Storage and Recovery Agreement approved by the Court. The agreement acknowledges
22 that any material changes (including changes in the production facilities used) requires an
23 amendment to the Storage and Recovery Agreement and local agency agreement.

24 22. Similarly, the 2003 Funding Agreement approved by the Court requires the yearly
25 development and submission of an Annual Operating Plan. The Funding Agreement requires the
26 Annual Operating Plan to “provide sufficient information to allow the Operating Committee and
27 Watermaster to assess potential impacts from the (DYY) Program on the Chino Basin and the
28 Judgment Parties, such as: (1) current and projected water levels in the basin; and (2) short-term

1 and long-term projections of Chino Basin water supply and water quality.” In this way, the Funding
2 Agreement expressly recognizes that all production – including production from the DYY Program
3 – places a physical burden on the Basin with the real potential of affecting the Basin’s water supply
4 and water quality.

5 23. Watermaster’s proposed corrected and amended assessment packages (“CAA
6 Packages”) do not comply with the Court of Appeal’s direction to correct and amend the assessment
7 packages consistent with the Judgment and original DYY Orders and Agreements, and are
8 inconsistent with the manner in which Watermaster historically administered the DYY Program
9 and calculated assessments. Prior to the 2019 Letter Agreement at issue in this case, Watermaster
10 did not allow parties to claim DYY production in non-call years and did not allow parties without
11 a Local Agency Agreement to recover DYY Program water.

12 24. Even as amended, the CAA Packages continue to allow CVWD and FWC to claim
13 DYY production in a non-call year, they give CVWD credit and the financial benefit of DYY
14 production in amounts greater than the limits contained in CVWD’s Local Agency Agreement, and
15 allow both CVWD and FWC to exempt their claimed DYY production from DRO assessments
16 even though DYY production – especially by FWC in the absence of a Local Agency Agreement
17 – was unauthorized.


18 25. On Page 20.1 of the assessment package, the determination of Remaining Desalter
19 Replenishment Obligation (“RDRO”) by each Party is a function of the calculated adjusted physical
20 production. Any “Storage and Recovery Programs” production claimed by a Party reduces that
21 Party’s physical production and results in a reduced adjusted physical production. (See RJN, Ex. 11
22 at p. 20.1.)

23 26. The “Total Remaining Desalter Replenishment Obligation” is an annual fixed
24 amount that must be replenished by Appropriative Pool Parties. (See RJN, Ex. 11 at p. 20.1.) The
25 share applied to each Party is a function of each Party’s adjusted physical production. When one
26 Party has a reduced adjusted physical production (e.g. reduction due to DYY production claims),
27 that Party’s share of the RDRO is proportionately reduced and shifted onto the other Parties. RDRO
28 is met by most Parties using existing stored water rights and those water rights have financial value.

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27. The CAA Packages continue to give both CVWD and FWC the benefit of reduced DRO assessments through a reduction based on CVWD and FWC’s claimed DYY Program production. This has the result of continuing to reduce CVWD and FWC’s fair share of RDRO, and shifting those assessments to other parties including Ontario.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on this 8th day of July 2026, at Ontario, California.



Courtney Jones

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 July 10, 2026, I served the following:

1. DECLARATION OF COURTNEY JONES IN SUPPORT CITY OF ONTARIO'S SUPPLEMENTAL BRIEF IN SUPPORT OF 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 July 10, 2026, in Rancho Cucamonga, California.



By: Ruby Favela Quintero
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